

AGENDA
CITY COMMISSION MEETING
Tuesday, May 5, 2015
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review the Community Housing Assessment Team Study. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Ms. Deann Gillen, Executive Director, Beef Empire Days requests Governing Body consideration and approval to waive the daily fee and the deposit for the carnival (May 15 – May 24, 2015).
 - B. The Governing Body would like to recognize and congratulate to the graduates of the 2015 Garden City Citizens Academy class.

Anthony Cruz	Ruth Dunlap	Maggie Gilmore
Terri Gonzales	Blair Hollingsworth	Johnny Janda
Grace Juarez	Stephanie Juarez	Trevor Martin
Hailee Near	Chelsea Perez	Trudy Tanner
 - C. Grace Bible Church requests Governing Body consideration and approval for annexation of their property located at 2595 Jennie Barker Road and service by all City utilities.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Public Works Director Curran will be present to provide an update on the 2015 Community Spring Cleanup.
 - B. The City has received correspondence from Cox Communication regarding channel line-up changes.
 - C. Fire Chief Shelton will be attending the Finney County Commission meeting to discuss fireworks for 2015.
 - D. City Attorney Grisell wishes to review the attached State Attorney General Opinion regarding use of private email by State employees and provide his counsel concerning use of private email by City of Garden City elected officials and staff in light of the Kansas Open Meetings Act and Kansas Open Records Act.

E. Staff has provided the monthly sales tax report from Finance Director Hitz for Governing Body review.

F. Meetings of note:

- ✓ May 8, 2015 – 2nd Annual Downtown Vision Golf Tournament at The Golf Club at Southwind
- ✓ May 15, 2015 – Peace Officer's Memorial Day Ceremony at 10:00 a.m. in front of the Law Enforcement Center, 304 N. Ninth Street
- ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ June 17, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2387-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Ordinance No. _____-2015, an ordinance amending the zoning regulations for the City of Garden City, Kansas; adopting new zoning regulations to regulate permitted uses in the Central Business District (permitting funeral homes in the C-3 District).

B. Governing Body consideration of moving forward with the investment grade audit results that include street lighting retrofits and other energy savings facility improvement measures to City facilities by Siemens Industry, Inc.

1. Resolution No. _____-2015, a resolution authorizing the execution and delivery of a Master Tax-Exempt Lease Purchase Agreement, and related instruments, and determining other matters in connection therewith.

C. Resolution No. _____ - 2015, 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 (2104 N. 3rd Street – blue Cadillac, red Jeep and green Chevy mini-van, 2005 N. Main Street – beige Jamboree motorhome and 201 E. Emerson Street – beige & grey motorhome).

X. OLD BUSINESS.

A. None at this writing.

XI. NEW BUSINESS.

A. The City, Federal Railroad Administration, Kansas Department of Transportation and the BNSF Railway Company are working on the necessary documents related to the TIGER VI

grant for the Southwest Chief Route Improvement Project. The Governing Body is asked to consider and approve an agreement between the City and KDOT for project administration.

B. Governing Body consideration and approval of the architectural design firm for the Central Fire Station Addition and Remodel.

C. Finance Director Hitz will be present to discuss the following items:

1. Review of Enterprise & Support Funds – Electric Capital Reserve (#67), Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Replacement (#81) and Water Maintenance Reserve (#82).

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

1. Governing Body consideration and approval of a real estate agreement between the City of Garden City, Kansas and Duane E. West for the property located at 418-422 N. Main Street.
2. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Richard D. Martin.
3. KDOT has provided Agreement No. 82-15 to the City of the FY2015 Federal Fund Exchange program, which is for reconstruction of portions of Buffalo Jones Avenue and Walnut Streets.
4. Quit Claim Deed from heir of Mrs. Mary Peitz (Hobart G. Emberton) transferring Spaces 1 and 2, Lot 18, Zone F of Valley View Cemetery to Ronnie K. or Betty A. Waltz.
5. Licenses:

(2015 New)

- a) Sperry Construction..... Class A General
- b) Adeos Construction Class B General
- c) J&R Construction Class B General
- d) Thatcher Developments Class C General
- e) Stray Voltage LLC Class D-E Electrical
- f) Robin Plumbing, LLCClass D-P Plumbing w/ Gas

(Renewal)

- g) Freedom Electric Class D-E Electrical
- h) Cartmill Enterprises Class E-SOC Specialized Other
- i) Richard’s Lawn & Tree Service..... Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Commissioner Fankhauser

B. Commissioner Law

C. Commissioner Cessna

D. Commissioner Dale

E. Mayor Doll

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

April 21, 2015

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, April 21, 2015 with all members present. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Tim Regan presented the book, “The Great Transition” by Lester Brown to the Governing Body and discussed the importance of celebrating Earth Day and global energy.

Don Harness addressed the Governing Body on a “Saving the Cupola” project for the Windsor Hotel, passed out posters and shared a video.

Commissioner Law moved to approve and proclaim April 21, 2015 as Don Harness Day. 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

Mayor Cessna reflected on highlights of the previous year and expressed gratitude to the City staff, his family and the community.

City Clerk Celyn Hurtado administered the oath of office to newly elected Commissioners; Roy Cessna, Melvin Dale and Dan Fankhauser. Following the oath, the Commissioners took their seats at the bench.

Commissioner Dale moved to Commissioner Doll as the Chairperson to the Board, who assumes the duties and title of Mayor. 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

Commissioner Cessna passed the traditional wooden gavel to Mayor Doll. Mayor Doll presented a recognition award and the traditional wooden gavel to former Mayor Cessna.

Mayor Doll expressed excitement about the things going on in the community and the year ahead.

Commissioner Cessna moved to approve Commissioner Law as the Vice-Chairperson, who assumes the duties and title of Vice-Mayor and serve as the Chairperson in the absence of the Mayor. 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 Cessna moved to approve designation of “Rules of Order” to be followed in the conduct of meetings. (Division II, Article II of the Code of Ordinances.) 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

Commissioner Cessna moved to approve to hold regular City Commission meetings on the 1st and 3rd Tuesdays of each month at 1:00 p.m. in the City Commission Chambers in the City Administration Building. 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

Commissioner Law moved to approve and authorize the City Clerk and City Attorney to be seated at the Commission bench. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Dale moved to approve to designate The Garden City Telegram of an official city newspaper. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

A brief reception followed the reorganization of the City Commission of the City of Garden City in the large meeting room at the City Administration Center for family, friends, and citizens.

Commissioner Fankhauser moved to approve a request from Sparq Natural Gas for a waiver from the sidewalk requirements for a portion of a project located at 2001 E. Hwy 50. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve a request from Ms. Carole Fry, on behalf of the Finney County Fair, of the following items:

1. Special rate fee (\$20.00) for solid waste service.
2. Permission to close-off Lake Avenue to thru traffic for July 22 – 26, 2015.
3. A waiver of the deposit and daily fees normally required for the carnival.
4. A waiver to the restricted height of aircraft over the corporate limits for allow for helicopter rides.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff provided a final update on the progress of the emergency repairs at the swimming pool.

The City received correspondence from Cox Communication regarding digital programming changes.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly report, from Community Development Director Kentner the monthly building report and code enforcement report, from Finance Director Hitz the monthly financials, from Police Chief Hawkins the monthly activity report, from Public Works Director Curran the projects report and transit report, from Public Utilities Director Muirhead the quarterly report and from Zoo Director Newland the monthly activity report.

Meetings of note:

- ✓ April 18, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ April 18, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ April 22, 2015 – Earth Day at Lee Richardson Zoo
- ✓ April 22, 2015 – Upper Arkansas River Basin Advisory Committee, Meeting Room at City Administrative Center
- ✓ April 28, 2015 – GCCC luncheon
- ✓ April 30, 2015 – Citizens’ Academy Graduation – City Administration Center at 6:00 p.m.
- ✓ May 8, 2015 – 2nd Annual Downtown Vision Golf Tournament at The Golf Club at Southwind

- ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ June 17, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.

Appropriation Ordinance No. 2386-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,999,246.04,” was read and considered section by section. Commissioner Doll moved to approve and pass Appropriation Ordinance No. 2386-2015A. 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

Water Resource Manager Jones reviewed the Water Conservation and Drought Response Plan with the Governing Body. Commissioner Cessna moved to approve the Water Conservation and Drought Response Plan. 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

Ordinance No. 2695-2015, “AN ORDINANCE REGULATING WATER SUPPLY TO CONSERVE OR CURTAIL THE USE OF WATER WITHIN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 90-143, 90-144 AND 90-145; REPEALING CURRENT CODE SECTIONS 90-143, 90-144 AND 90-145; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2695-2015. 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

Resolution No. 2629-2015, “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 (708 W. Hamline – red 4 door car, 614 W. Olive Street – green Chevy Trailblazer and 1504 St. John Street – red Ford pickup),” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2629-2015. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Finance Director Hitz reviewed the major issues and assumptions used to draft 2016 departmental budgets, the commission goals and strategies that were identified in the City Commissioner Retreat. Review the 2015 & 2016 Capital Improvement Program along with proposed financing of those projects. Review of Special Revenue, Support & Misc. Funds – TIF (#04), Capital Improvement Reserve (#5), CD Loan Fund (#6), Cemetery Endowment (#7), Community Trust Reserve (#8), DEA Enforcement (#10), Drug Enforcement (#11), E-911 Funds (#15), Finnup Foundation (#18), 12-6a13 Revolving Fund (#26), Risk Reserve (#27), Special Drug & Alcohol (#29), Special Park & Rec (#30), Special Trafficway (#32), Street (#01-133), Workers Compensation (#35), Workers Compensation Reserve (#36), Community Development (#50), Economic Development Revolving Loan (#52) and Project Development (#53).

Some projects authorized in the 2015 budget and/or proposed in the 2015 and 2016 Capital Improvement Programs require debt financing. City Engineer Cottrell reviewed the potential 2015 projects and options. No action was taken at this time.

The Governing Body appointed Commissioner Fankhauser to serve on a committee for selecting a consulting engineering firm to provide construction engineering (inspection) and right-of-way acquisition services for the Kansas Avenue widening project.

Commissioner Cessna moved to approve Kansas Avenue from 450 ft. west of Crestway Drive to 550 ft. east of Crestway Drive for the FY 2017 KLINK project. 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 Cessna moved to approve the FY 2018 Geometric Improvement program. 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 Cessna moved to approve the procedural schedule for determination of electric service/franchise for annexed areas. 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

Commissioner Cessna moved to approve a Master Service Agreement between the City of Garden City and Revere Healthcare Solutions, Inc. 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

Governing Body appointed Commissioner Dale to the Elephant Stakeholder Committee.

Traffic Advisory Board Recommendations:

Commissioner Cessna moved to deny the request from Garden City Community College and continue gathering traffic data to support the decision that is best for the College and the community. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the request to solicit letters of interest from Engineering Consultants to provide Engineering (PE) services for a Transportation Study in 2015. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to re-appointment Honorable Peter J. Ramirez, as the Garden City representative to serve on the Community Corrections Advisory Board. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Doll moved to approve the following:

1. Governing Body consideration and approval of the Second Amendment to the Lease Agreement between the City of Garden City, Kansas and Michael Scheiman for the rental of the airport house located at the Garden City Regional Airport.
2. Governing Body consideration and approval of the Consent to Assignment/Subletting and Ratification of Lease between the City of

Garden City, Kansas and Charles Robison for the Eatherly hanger located at Garden City Regional Airport.

3. Governing Body consideration and acceptance of bids received April 14, 2015 for street paving in Clarion Park Estates.
4. Governing Body consideration and approval of new five year term site lease agreement with New Cingular Wireless (NSW) PCS, LLC.
5. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Bernard Froese.
6. Licenses:

(2015 New)

- a) Outlaw Promotions..... Cereal Malt Beverage

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Doll congratulated and thanked Don Harness. Mayor Doll congratulated fellow Commissioners on their re-election and Commissioner Law on his appointment of Vice

Mayor. Mayor Doll thanked former Commissioner Cessna for his year of service as Mayor. Mayor Doll stated she was thankful to be able to serve her community.

Commissioner Fankhauser thanked City and staff for the beautiful plant. Commissioner Fankhauser thanked Don Harness for his work in this community. Commissioner Fankhauser stated he will not be in attendance at the May 5, 2015 Commission meeting.

Commissioner Law congratulated Don Harness for his years of service and thanked him for his amazing service. Commissioner Law congratulated Mayor Doll and thanked Commissioner Cessna.

Commissioner Cessna congratulated Mayor Doll and Commissioner Law. Commissioner Cessna congratulated Don Harness and thanked him for his years of dedicated service to promote Garden City and the historic value of the downtown area. Commissioner Cessna congratulated the re-elected Commissioners.

Commissioner Dale congratulated Don Harness for his years of service and stated it goes beyond just Don, it also includes his whole family. Commissioner Dale congratulated Mayor Doll and Commissioner Law. Commissioner Dale thanked Commissioner Cessna for the last year and stated he is proud to be a part of this team.

Petitions

**2015
Board
of Directors**

Brad Walter
President
Garden City, Kansas

Keith Bryant
Vice President
Garden City, Kansas

Jonathan Lightner
Secretary
Garden City, Kansas

Mark Sebranek
Treasurer
Garden City, Kansas

Matt Jones
Past President
Holcomb, Kansas

Michael Archibald
Garden City, Kansas

Sam Hands
Garden City, Kansas

Lee Mayo
Dighton, Kansas

Dave Pfenninger
Garden City, Kansas

Francisco Rodriguez
Lakin, Kansas

Carlie Rooney
Garden City, Kansas

Greg Strong
Dighton, Kansas

John Wiese
Garden City, Kansas

Executive Director
Deann Gillen-Lehman
Garden City, Kansas

Ex-Officio Directors
Ray Purdy, Historian
Garden City, Kansas

SW KS CattleWomen
Kyla Clawson
Satanta, Kansas

Southwest Kansas State
Research Center
Justin Waggoner
Garden City, Kansas

Social Media/Photographer
Shannon Hulett
Garden City, Kansas

June 5-June 14, 2015

www.beefempiredays.com
e-mail: beefempiredays@gcnet.com

Beef Empire Days, Inc.

206 E. Fulton Terrace Garden City, Kansas 67846 (620) 275-6807 (620) 275-7481 (Fax)

March 15, 2015

Alan Geier
City of Garden City Parks Department
PO Box 499
Garden City, KS 67846

Dear Alan,

Thank you again for all of your assistance with Beef Empire Days activities and events in previous years. I look forward to working with you on our events. Pursuant to the Parks Facility Reservation Policy I am sending our request for facilities to you at this time. In addition, I will plan to meet with the City Commissioners later in the spring and I will provide them with all of our City of Garden City related requests at that time.

After reviewing the following list please feel free to contact me with any questions and thank you for your continued support and cooperation. I have included all park facilities requests, not just Stevens Park.

Beef Empire Days 2015

Finnup Park Horseshoe Pits	6/6	Horseshoe Tournament
Stevens Park (9:00 am – 11:30 am)	6/6	Children's Parade
Stevens Park (4:00 pm – 11:00 pm)	6/6	Christian Music Concert
Stevens Park (5:30 am – 2:30 pm)	6/13	Community Feeds
American State Bank BED Parade	6/13	Main Street Parade
Peebles and Dean Wiley Complexes	6/6-6/7	Softball Tournament

I would like to ask for your consideration that we be able to store food supplies in the new building at Stevens Park for the Saturday, June 13th events in the concession area of that facility on Friday, June 12th. Further requests regarding specific electricity, trash and other needs will be forthcoming as we get closer to June and the 2015 celebration. Again, thank you for your past assistance and I look forward to working with you and your department during this year's events.

Sincerely,



Deann Gillen
Executive Director
Beef Empire Days, Inc.

Beef....Anytime, Anywhere!

CITY OF GARDEN CITY PARADE POLICY

- ◆ A Parade Application which includes the date, time and route must be submitted to the City of Garden City Police Department at least thirty (30) days prior to the event.
- ◆ The preparation for or the conduct of the parade will not unduly impede, obstruct, or interfere with the operation of emergency vehicles or equipment in or through the particular permit area, or adversely affect the City's ability to perform municipal functions or furnish City services in the vicinity of the permit area.
- ◆ The parade will not interfere with another parade, festival, or public event already scheduled.
- ◆ Standard Parade Route is Main Street from Isabel Avenue to Walnut Street; Staging is the 3i Lot. (Map on page 4)
- ◆ Morning parades will begin no later than 10:00 a.m. and evening parades no earlier than 5:30 p.m. unless otherwise authorized.
- ◆ No parking is permitted on Main Street in the parking areas between Fulton Street and Spruce Street during the parade. The parking areas will be roped off for morning parades by 7:30 a.m. During evening parades, vehicles parked on the parade route will be roped in.
- ◆ Parade route will be blocked off 15 minutes prior to parade. Parades of short length may not require roping off parking areas along the parade route. The Chief of Police or designee will make the determination.
- ◆ Locations of parade initial assembly location and disbanding location must be approved by the Chief of Police or his designee.
- ◆ A Police Department vehicle must be the first vehicle and the last vehicle in the parade. Additional police vehicles may be utilized in the body of the parade itself, at the discretion of the Chief of Police or his designee.
- ◆ It shall be unlawful, unless directed by a police officer, for a driver of a vehicle to drive between the vehicles, persons, or animals comprising the parade when the parade is in motion and is conspicuously designated as a parade.
- ◆ No tracked vehicles or vehicles higher than 17'4" will be permitted in the parade.
- ◆ The Chief of Police or his designee may refuse to allow a particular float, vehicle or other unit to participate in a parade if any such float, vehicle or other unit is deemed unsafe. Floats, vehicles and/or other units of the parade must be safe in both vehicular mobility and in any attachments placed upon them. Persons riding such floats, vehicles or other units must be in positions where they cannot be accidentally thrown or dislodge.
- ◆ There shall be no parade walkers under the age of 10. Children under 10 years must be riding on floats, vehicles, or other units. During evening parades, all walkers must wear reflective garments to be seen within the parade route.
- ◆ Candy, prizes, novelty items or any other items shall not be thrown or given out from a vehicle, stopped or moving, while in a parade or procession. However, it is permissible for parade participants to walk along the route and hand candy or other items to parade watchers.
- ◆ Animals within the parade must be ridden or leashed. No free roaming animals are allowed within the parade route.
- ◆ Parade Supervisor will be responsible for all parade entries as well as the removal of any and all animal debris.

CITY OF GARDEN CITY PARADE APPLICATION FORM

In addition to having this form signed by designees from the Police Department (276-1350), the Public Works (276-1260), and Garden City Downtown Vision (276-0891) for parade route, date, and time approval, the applicant must first contact the Police Department before submitting the application for approval by the City Commission.

Date of Application: 3-15-15 American State Bank
 Name of Event: Beef Empire Days Parade
 Date of Parade: 6-13-15 Morning: 10:30 Evening: _____

CONTACT:

Applicant: Deann Gillen E-mail Address: beefempireday@gsnet.com
 Address: 2000 E. Fulton Ter. Telephone No.: 276-6807
Garden City, KS Cell Phone No.: 272-1148

DESCRIPTION OF PARADE:

Overall Description of Parade (Including type of animals):
Multiple entries, tractors, floats, bikes,
walkers, horses, and various others.

Number of Entries: 100 Number of Animals: 20 max

***Standard Route is Main Street from Isabel Avenue to Walnut Street; Staging is the 3i Lot**
 (Map on Page 4)

If different, provide the starting and ending points with the proposed staging location.

Starting Point: _____ Ending Point: _____

Staging Point: _____

***Contact Garden City High School JLC/JROTC** YES _____ NO _____
 Becky Clark, Coordinator
 W: (620) 805-8571 C: (719) 289-8743

ACCEPTANCE:

I certify that the information submitted in connection with this parade application is true and accurate to the best of my knowledge. I agree to adhere to the Parade Rules and Regulations as set forth in the Parade Policy and that I will share said rules and regulations with all parade participants prior to our parade date. I further understand that failure to do so will render the Parade Form, if issued, void. I also understand that the City of Garden City and Garden City Downtown Vision shall be held harmless from any liability resulting from the conduct of this event.

Deann Gillen _____ [Signature] _____ 3-15-15
 Print or Type Applicant's Name Signature of Applicant Date

January 10, 2015

2015 Beef Empire Days Celebration Requests:

1. Permission to hold a Horse Shoe Tournament at Fynnup Park at the pits located south of the municipal pool. Warren Schwab will coordinate this event that begins at 9:00 a.m. on **Saturday, June 6, 2015**.
2. Permission for Doug Marshall of the Garden City Family YMCA to hold a 5K and 10K run the residential streets north of the YMCA facility located on Center and Harding Streets in Garden City on **Saturday morning, June 6, 2015** beginning at 7:30 a.m.
3. The use of Stevens Park for two **Saturdays, June 6, 2015** and **June 13, 2015**. **Saturday, June 13th** will be the day of the Chuckwagon Breakfast event and the Chuckwagons in the Park Community Feed. We would request that the south parking places on Spruce Street between Main and Seventh Streets be barricaded on Friday evening, June 12th. Chris Cakes and the BED Committee will use these parking spaces as a staging area for the breakfast and noon time feeds, which are scheduled to take place on Saturday morning from 6:30 a.m. to 9:30 a.m. and from 11:30 a.m. to 1:30 p.m. respectively. We would request additional wheeled trash receptacles be placed throughout the park and extra dumpsters placed next to the driveway at the north end of the park at no additional cost. We also request access to water and electricity at the band shell for the preparation of the food. Also request to use the new concession stand to store supplies in. We request that Pine Street between Main Street and 7th Street be barricaded on **Saturday morning, June 13, 2015** beginning at 7:00 a.m.

Also on **Saturday, June 6th** the First Christian Church, in conjunction with Beef Empire Days, requests permission to use the Stevens Park Band Shell for a public Christian music concert. The concert is scheduled to begin at 4:00 p.m. and will conclude by 10:00 p.m. Access to electricity and extra wheeled trash receptacles are requested for this event, also.

Saint Francis Community Service will be coordinating a Children's Parade, open to all youth eight (8) years old and younger on **Saturday, June 6** at 10:00 a.m. in Stevens Park. The children will gather in the southwest corner of the park and then parade around the park on tricycles, bicycles and / or wagons at approximately 10:30 a.m.

4. We requesting extra dumpsters and barrels on the paved main parking lot from **May 15 - May 24, 2015** for the Beef Empire Days Carnival (locations to be the same as previous years.) We would ask for this same consideration in 2014 as we did in 2013.
5. Permission to hold the annual parade on **Saturday, June 13, 2015**, 10:30 a.m. to approximately 12:00 noon. The route of the parade will remain the same, traveling north on Main Street from the Fairgrounds to Hackberry Street. The participants generally begin to disburse at the Walnut Street intersection. All parade participants will be notified of City Ordinance 60-62(b) that prohibits throwing candy or favors from moving vehicles. We advise them to walk the sidewalks if they desire to distribute items. We request that the parade route from Fulton Street to Spruce Street (east side) and Walnut Street (west side) be roped off, allowing spectators to stand on the sidewalks and the empty parking spaces. This barrier will need to be enforced by security assistance (bicycle force). We would request permission to locate parade announcers on flat bed trailers to be parked (1) at 305 N. Main on the west-side of the street in front of the former bank building. The 2014 Parade Application has been forwarded to Sam Curran for Public Works and Police approval.
6. We would ask that the electricity be activated in the park area behind 305 N. Main (on Grant Avenue next to Kep's) no later than 8:00 a.m. on **Saturday, June 13, 2015**. This is the electricity that is used to power the announcers stand during the parade. It can be shut off after the parade

at approximately 1:00 p.m. We would ask to be able to plug into the down town speakers to announce the parade.

7. We would ask for Public Works assistance in providing workers and equipment for animal clean-up at the conclusion of the parade. Sam and his crew have provided this service in years past and we ask consideration of continuing this service in 2015.
8. We request that the electrical units on the west end of the Finney County Fairgrounds Parking Lot be activated for Ottaway Amusements on **Wednesday morning, May 13, 2015**. This is the electricity that will be used to power the residential units used by the carnival staff during their stay in Garden City. ***Notification will be provided to the City Electrical Staff by Beef Empire Days, Inc. Executive Director, as to the exact shut-off date of the electrical outlets.*** This will be dictated by Ottaway Amusements and their departure from Garden City. Additionally, Beef Empire Days, Inc. accepts responsibility for any damage done to the outlet boxes by the carnival operators. Johnson Septic Tank Service will be providing portable toilet units at the carnival at the direction of Beef Empire Days, Inc.
9. We request that the lights on the Finney County Fairgrounds Parking Lot be turned on from **Friday evening, May 15, 2015** through **Monday morning, May 25, 2015** for the Beef Empire Days Carnival and other Beef Empire Days related events held at the Fairgrounds.
10. Permission to hold a softball tournament on **Saturday and Sunday, June 6 and June 7, 2015** at Peebles Complex and Wiley Park. Jared Rutti of Garden City Recreation will chair this event which benefits youth sporting opportunities in our community.

**2015
Board
of Directors**

Brad Walter
President
Garden City, Kansas

Keith Bryant
Vice President
Garden City, Kansas

Jonathan Lightner
Secretary
Garden City, Kansas

Mark Sebranek
Treasurer
Garden City, Kansas

Matt Jones
Past President
Holcomb, Kansas

Michael Archibald
Garden City, Kansas

Sam Hands
Garden City, Kansas

Lee Mayo
Dighton, Kansas

Dave Pfenninger
Garden City, Kansas

Francisco Rodriguez
Lakin, Kansas

Carlie Rooney
Garden City, Kansas

Greg Strong
Dighton, Kansas

John Wiese
Garden City, Kansas

Executive Director
Deann Gillen-Lehman
Garden City, Kansas

Ex-Officio Directors
Ray Purdy, Historian
Garden City, Kansas

SW KS CattleWomen
Kyla Clawson
Satanta, Kansas

Southwest Kansas State
Research Center
Justin Waggoner
Garden City, Kansas

Social Media/Photographer
Shannon Hulett
Garden City, Kansas

June 5-June 14, 2015

www.beefempiredays.com
e-mail: beefempiredays@gcnet.com

Beef Empire Days, Inc.

206 E. Fulton Terrace Garden City, Kansas 67846 (620) 275-6807 (620) 275-7481 (Fax)

March 15, 2015

City Commissioners
301 N 8th
Garden City, KS 67846

Dear City Commissioners,

Beef Empire Days would like to ask the City Commissioners to please waive the daily fee and the deposit for the carnival as they have in the past years. The carnival will be held May 15- May 24th. Ottaway Amusements has been involved with Beef Empire Days and the City of Garden City for more than 38 years. Chris Flattery and his employees support Garden City by shopping, fuel, eating, and recreation on their time off. The board of directors of directors would like to thank the City Commissioners for their consideration to waive the carnival fee.

Sincerely,



Deann Gillen
Executive Director
Beef Empire Days, Inc.

Beef....Anytime, Anywhere!



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1130

- Other
- Carnival/Circus*
- Sports Event*
- Haunted House*
- Parade**

*License Required

**Parade Application Required

March 30, 2015

Today's Date

Beef Empire Days

Name of Event (if applicable)

Saturday, June 13, 2015

Date of Event

Stevens Park

Location of Event

5:30 a.m. - 2:30 p.m.

Start and End Time of Event

Chuckwagons in the Park & Parade

Purpose of the Event

Deann Gillen

206 E Fulton, GC

620-275-6807

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades	Main ST for parade & Spruce between Main & 7th ST	Steven's Park Bandshell	yes	Noise Waiver**	yes
Extra Trash Receptacles	yes	Restrooms (Park Shelter Keys)	yes	Electricity Access	yes
Additional Request/Remarks	see attached				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

****Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

RESOLUTION NO. 2435-2011

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses or groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

Request on file

Signature

March 30, 2015

Date

For office use only		GC Downtown Vision	NL 3/31/2015
Police		Electric	n/a
Fire		Public Works	
Inspection	n/a	Parks/Grounds	
City Manager/Commission		Application Received by	Raelene Stoecklein 3/30/2015



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1130

- Other
 - Carnival/Circus*
 - Sports Event*
 - Haunted House*
 - Parade**
- *License Required
 **Parade Application Required

March 30, 2015

Today's Date

Beef Empire Days

Name of Event (if applicable)

Saturday, June 06, 2015

Date of Event

Stevens Park

Location of Event

9:00 a.m.-11:30 a.m. & 4:00 p.m.-11:00 p.m.

Start and End Time of Event

Childrens Parade & Christian Music Concert

Purpose of the Event

Deann Gillen

206 E Fulton, GC

620-275-6807

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	yes	Noise Waiver**	yes
Extra Trash Receptacles	poly-karts in the concession stand	Restrooms (Park Shelter Keys)	yes	Electricity Access	yes
Additional Request/Remarks	children ridetricycles, bicycles and/or wagons around park				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

****Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

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Request on file

March 30, 2015

Signature

Date

For office use only		GC Downtown Vision	NL 3/31/2015
Police		Electric	n/a
Fire		Public Works	
Inspection	n/a	Parks/Grounds	
City Manager/Commission		Application Received by	Raelene Stoecklein 3/30/2015

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 29 April 2015

RE: ANNEXATION REQUEST

ISSUE

Grace Bible Church, 2595 Jennie Barker Road, requests annexation of their property and service by all City utilities.

BACKGROUND

The Church is requesting annexation because they need to connect to City water. The Church property is a 3.56 acre tract on the northeast side of Jennie Barker Road between K-156/Kansas Avenue and E. Mary Street. It is not contiguous to the City Limits, thus, annexation would require concurrence of the County Commission. The Governing Body could defer annexation at this time and negotiate an annexation agreement.

In addition to consideration of the annexation, the City owns a triangle shaped parcel of excess right-of-way, along E. Mary Street, that was acquired during the K-156/Mary/Jennie Barker intersection project. This tract is of no value to the City, and would "square" up the Church property. Does the Governing Body wish to dispose of this tract?

ALTERNATIVES

- 1) The Governing Body may direct staff to prepare an annexation agreement with the Church for some time in the future, and authorize connection to the water system.
- 2) The Governing Body may direct staff to proceed with the annexation process with or without addressing the City remnant parcel.
- 3) The Governing Body may defer action to a later date.

RECOMMENDATION

Staff recommends authorizing staff to negotiate an annexation agreement.

FISCAL

There is no cost to the City for this action.

Steve Cottrell



Engineering Department

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

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

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

Grace Bible Church

"THE BIBLE AS IT IS...FOR PEOPLE AS THEY ARE"

Sunday School.....9:30 A.M.
Morning Worship..10:45 A.M.
Wed. Bible Study.....7:00 P.M.

2595 Jennie Barker Road
Garden City, KS 67846

Andrew Zoschke, Pastor
phone: 620-275-6701
fax: 620-275-6701
email: gbcgc@gracebiblegc.org

April 22, 2015

Dear City Commissioners of Garden City,

The Elder Board of the Grace Bible Church requests that our property be annexed to the City of Garden City. We further request that all City utilities, water, wastewater, electric and solid waste, provide service to the property. We note that we have been on City Electric service for several years.

Thank you for considering our petition.

Sincerely,



John Zoschke,
Elder Board Secretary of Grace Bible Church



JENNIE BARKER RD

MARY STREET

KANSAS AVE K-156

NNIE BARKER ROAD

Requested Annexation

Grace Bible Church

ROW Remnant - City Requested Annexation

City Limits

City Limits

City

City

City

City

Report of the City Manager



MEMORANDUM

TO: Governing Body
FROM: Bill Matheson, Street Superintendent
DATE: April 20, 2015
SUBJECT: 2015 Community Spring Cleanup Report

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

Staff is providing the Governing Body information involving the Spring Cleanup conducted by Street crews between March 30 and April 14.

Background

The cleanup numbers this year were up in nearly every category compared to last spring. The only category that was lower was fuel, which reflects the lower cost of diesel. It took City crews two extra days to complete the cleanup.

During the cleanup, crews collected 231 tons of waste. This reflects a 31 percent increase over last year's Spring Cleanup.

- 223 loads hauled to the landfill compared to 181 loads last year (23% increase)
- 453 tires (31.7% increase) collected and disposed
- 88 loads of trees (79.6% increase) hauled to the Kiddie Pond for grinding into mulch

We would like to thank Waste Connections and Finney County for their continued support. Their involvement makes this program possible by waiving the tipping fees for the two week period. The only fee not waived is the State tipping charge of \$1.00 per ton.

Our employees work hard to keep the program within the scheduled two week timeframe when dealing with the landfill operator. I would like to thank the City employees for their service to their community.

Staff has included information for the Governing Body's review¹.

Fiscal note

Total expense for the cleanup is \$21,021.37.

¹ Spring and Fall Cleanup Report

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

**CITY OF GARDEN CITY
SPRING AND FALL CLEANUPS**

	2015		2014		2013		2012		2011	
	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring
Labor - Hours	-	1,074	805	949	881	737	12,880	12,168	908	835
Fuel - Quantity	-	1,261	960	1,101	1,077	916	3,839	2,794	925	586
Appliances (loads)	-	-	-	-	-	-	-	-	-	-
Trees (loads)	-	88	91	49	114	150	-	-	177	40
Mattresses	-	226								
Tires - Quantity	-	453	369	344	320	193	873	909	185	173
Rim Removal	-	25	28	-	4	9	210	180	22	21
Loads to Landfill	-	223	165	181	186	135	-	-	154	119
Tonnage	-	231	180	177	188	130	170	165	165	111
INCURRED EXPENSES FOR THE CITY										
Labor	\$ -	\$ 15,652	\$ 11,558	\$ 13,879	\$ 13,029	\$ 10,546	\$ 12,880	\$ 12,168	\$ 11,263	\$ 9,365
Fuel	\$ -	\$ 3,425	\$ 3,433	\$ 3,965	\$ 4,072	\$ 3,503	\$ 3,839	\$ 2,794	\$ 3,346	\$ 2,341
Passenger Tires	\$ -	\$ 1,533	\$ 1,250	\$ 1,254	\$ 960	\$ 579	\$ 873	\$ 909	\$ 555	\$ 519
Truck Tires	\$ -	\$ 180	\$ 132	\$ 144	\$ 40	\$ 54	\$ 210	\$ 180	\$ 220	\$ 126
Tractor Tires	\$ -	\$ -	\$ 30	\$ 100	\$ 217	\$ 93	\$ 31	\$ 32	\$ 31	\$ 31
Rim Removal	\$ -	\$ -	\$ 112	\$ -	\$ 10	\$ 60	\$ 37	\$ 18	\$ 115	\$ 57
Regular Tonnage	\$ -	\$ 231	\$ 193	\$ 177	\$ 188	\$ 148	\$ 170	\$ 165	\$ 177	\$ 128
White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late Tonnage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24
Late White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue for White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES:	\$ -	\$ 21,021	\$ 16,708	\$ 19,518	\$ 18,515	\$ 14,982	\$ 18,040	\$ 16,266	\$ 15,706	\$ 12,591
LOST REVENUES FOR WASTE CONNECTIONS										
Regular Tonnage	\$ -	\$ 9,513	\$ 7,411	\$ 7,267	\$ 7,740	\$ 5,364	\$ 5,424	\$ 7,261	\$ 6,419	\$ 4,336
LOST REVENUES FOR FINNEY COUNTY										
Regular Tonnage	\$ -	\$ 462	\$ 360	\$ 353	\$ 376	\$ 261	\$ 274	\$ 367	\$ 329	\$ 111



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

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

April 20, 2015

Dear Mr. Allen,

The following channel changes will occur for Cox Communications and Cox Business customers:

On or after May 20, 2015,

- Cooking HD channel 2240 will be available to all Variety Pak, Mix Pak and Economy Plus customers and an HD digital receiver or Cable CARD is required to view this channel.
- DIY channel 249 will be available to all Sports and Information Pak, Mix Pak and Economy Plus customers and a digital receiver or Cable CARD is required to view this channel.
- DIY HD channel 2249 will be available to all Sports and Information Pak, Mix Pak and Economy Plus customers and an HD digital receiver or Cable CARD is required to view this channel.
- HSN HD channel 2020 will be available to Digital Starter Customers and an HD digital receiver or Cable CARD is required to view this channel.

Consumer-owned devices equipped with a Cable CARD 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 479-717-3747.

Sincerely,

Curt Stamp
Field Vice President – Government Affairs
Cox Communications Central Region



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



STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2219 • Fax (785) 296-6296
WWW.AG.KS.GOV

April 28, 2015

ATTORNEY GENERAL OPINION NO. 2015- 10

The Honorable Anthony Hensley
State Senator, Nineteenth District
State Capitol, Room 318-E
300 S.W. 10th Avenue
Topeka, Kansas 66612

Re: Public Records, Documents and Information—Records Open to the Public—
Open Records Act; Certain Records Not Required to be Open

Synopsis: State employees who utilize a private device and do not utilize public resources to send an email from his or her private email account (private email) are not a “public agency” as defined by the Kansas Open Records Act (KORA) in K.S.A. 2014 Supp. 45-217(f). Accordingly, their private emails are not records subject to the provisions of the KORA. Cited herein: K.S.A. 45-216; K.S.A. 2014 Supp. 45-217; K.S.A. 45-218.

Dear Senator Hensley:

As the State Senator for the 19th District, you request our opinion on an issue related to the Kansas Open Records Act (KORA).¹ In your letter dated February 11, 2015, you ask:

[w]hether an e-mail sent by a state employee from his or her private e-mail account related to functions, activities, programs or operations funded by public funds or records is within the meaning of “public record” under K.S.A. 45-217(g)(1)?

In short, we think the answer is “no.”

¹ K.S.A. 45-215 *et seq.*

For purposes of this opinion, we will assume that the email “sent from his or her private account” also was sent from a private device and that neither publicly owned nor publicly controlled equipment, nor other public resources, were used to access the employee’s private email account. Throughout this opinion, we will use the term “private email” to reference this combination of assumed facts.

We believe your question about the scope of application of the KORA to state employee privately held emails is one of first impression in Kansas. The answer depends on several statutory provisions, which we set forth here for ease of reference. K.S.A. 45-216(a) states:

It is declared to be the public policy of the state that public records shall be open for inspection by any person unless otherwise provided by this act, and this act shall be liberally construed and applied to promote such policy.

The KORA states that “[a]ll public records shall be open for inspection by any person, except as otherwise provided by this act,”² K.S.A. 2014 Supp. 45-217(g) sets forth the definition of public record. K.S.A. 2014 Supp. 45-217(g)(1) states, in pertinent part:

“Public record” means any recorded information, regardless of form or characteristics, which is made, maintained or kept by or is in the possession of any public agency

K.S.A. 2014 Supp. 45-217 sets forth the definition of public agency. K.S.A. 2014 Supp. 45-217(f)(1) states, in pertinent part:

“Public agency” means the state or any political or taxing subdivision of the state or any office, officer, agency or instrumentality thereof, or any other entity receiving or expending and supported in whole or in part by the public funds appropriated by the state or by public funds of any political or taxing subdivision of the state.

We have previously opined that the KORA’s definition of “public record” can include email messages because an email message is “recorded information” that may be “made, maintained, or kept by” an agency or is “in the possession” of an agency.³

To determine the answer to your inquiry, we must analyze the following statutory question: Whether a “state employee” when engaged in the sending of private emails is a “public agency” within the meaning of K.S.A. 2014 Supp. 45-217(f). Only if we

² K.S.A. 45-218(a).

³ Att’y Gen. Op. No. 2002-1 (concluding that email can be a “public record” under the KORA).

determine that the answer to this question is yes do we reach the issue of whether a state employee private email is a record pursuant to K.S.A. 2014 Supp. 45-217(g).

The plain language of the KORA provides for two alternate tests to determine the presence of a “public agency” covered by the KORA. If, and only if, at least one of these tests is satisfied, does there exist a “public agency” within the meaning of the KORA.

First, a “public agency” means “the state or any political or taxing subdivision of the state or any office, officer, agency or instrumentality thereof, . . .”⁴ The terms “state employee” and “employee” are not included in this list. In addition, the other terms do not apply because your question about the private emails of state employees necessarily presumes the presence of a living person.⁵

Second, a “public agency” means “any other entity receiving or expending and supported in whole or in part by the public funds appropriated by the state or by public funds of any political or taxing subdivision of the state.”⁶ To apply this second test to your question, we must consider whether the phrase “any other entity receiving or expending and supported in whole or in part by the public funds appropriated by the state or by public funds of any political or taxing subdivision of the state” includes state employees. We think the answer is no. Although a state employee is, presumably, paid by the state and therefore “supported in whole or in part by the public funds appropriated by the state,” we do not think a “state employee” is an “entity” within the meaning of this statutory test. There is no definition of “entity” in the statute, so we look to the common definition and ordinary meaning of the term. An entity is “[a]n organization (such as a business or a governmental unit) that has a legal identity apart from its members or owners.”⁷ Thus, the ordinary meaning of “entity” does not include any flesh-and-blood being, such as an employee.

Thus, reading all of the above analyses together leads to the conclusion that state employees who send private emails, as previously defined, are not a “public agency”

⁴ K.S.A. 2014 Supp. 45-217(f)(1).

⁵ We interpret your question necessarily to presume the presence of a flesh-and-blood individual who sends a private email. We reach this conclusion because we cannot conceive a situation in which a public agency other than a living person could maintain and use a “private” email account; by definition, an email generated from, for example, an email account registered to a state agency, office or instrumentality would be “made, maintained or kept” or “in the possession of” that agency, office or instrumentality and thus could not be a “private email.” In addition, you specifically ask about the actions of a “state employee,” who presumably must be a living person as opposed to an agency, office, instrumentality or other such organization or entity. Only the word “officer” refers to a living person but state law distinguishes between officers and employees. See Att’y Gen. Op. No. 1999-11.

⁶ K.S.A. 2014 Supp. 45-217(f)(1).

⁷ Black’s Law Dictionary (10th Ed 2014)(defining “entity”); Merriam-Webster.com/Dictionary/Entity (accessed 4/27/2015).

within the meaning of the KORA.⁸ Accordingly, these private emails of state employees are not public records subject to the provisions of the KORA.

Sincerely,

Derek Schmidt
Kansas Attorney General

Cheryl L. Whelan
Assistant Attorney General

DS:AA:CLW:sb

⁸ Because of this determination, we are not required to analyze whether the exclusions in K.S.A. 2014 Supp. 45-217(f)(2) apply.

Staff Reports

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

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	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	300,664
FEBRUARY	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	362,832
MARCH	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	290,207
APRIL	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	302,975
MAY	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	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	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	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	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	* 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	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	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	312,690	
TOTAL RECEIPTS	<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>2,998,144</u>	<u>1,256,678</u>
PERCENTAGE CHANGE	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%	17.45%	

* 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	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	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	521,960
FEBRUARY	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	638,635
MARCH	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	470,493
APRIL	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	493,539
MAY	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	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	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	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	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	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	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	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	519,605	
TOTAL RECEIPTS	<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>6,159,029</u>	<u>2,124,627</u>
PERCENTAGE CHANGE	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%	4.97%	

CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions



Memo

To: Garden City Commission
 From: Kaleb Kentner
 CC: File
 Date: March 7, 2015
 Re: GC2015-16, Amend Section 2.030 to define "Funeral Home", to amend Section 16.020 to allow for Funeral Homes in the "C-3", Central Business District as a permitted use.

ISSUE: To amend Section 2.030 to define "Funeral Home", to amend Section 16.020 to allow for Funeral Homes in the "C-3", Central Business District as a permitted use.

BACKGROUND: It has come to our attention that Funeral Homes are not a permitted use in the C-3 Central Business District. We currently have two funeral homes in the C-3 District. Both the existing Funeral Homes would be considered legal non-conforming properties and would be allowed to continue. However, if either of the facilities were damaged over 50% or if they wanted to remodel as a nonconforming property, they would be required to go through the conditional use permit process. The conditional use permit would add a 30 to 45 plus day process for the funeral homes to go through.

It is also important to note that we currently do not have a funeral home defined in our zoning regulations which is also problematic.

The proposed changes are shown below:

The amended Section 2.030 would read:

2.030 DEFINITIONS. For the purpose of this Zoning Regulation, certain terms or words used herein shall be interpreted or defined as follows, unless the contents clearly indicate otherwise:

Funeral Home – An establishment providing services such as preparing the human dead for burial or cremation and arranging and managing funerals, and may include limited caretaker facilities. Such buildings may contain space and facilities for (a) embalming and the performance of other services used in preparation of the dead; (b) the performance of autopsies; (c) the storage and sale of caskets, funeral urns, and other related funeral supplies; (d) the storage and cleaning of funeral vehicles; (e) facilities for cremation; (f) funeral chapels to perform funeral services.

The amended Section 16.020 (PERMITTED USES) would read:

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

30. Funeral Homes

ALTERNATIVES: The City Commission may

1. Approve the amendment as a permitted use in the C-3 Central Business District as written and defined in this Memo.

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

INSPECTIONS
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inspection@garden-city.org

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2. Approve the amendment with changes.
3. Not approve the amendment.

STAFF RECOMMENDATION: Staff recommends approval of this amendment as it is written with Funeral Homes as a permitted use in the C-3 Central Business District.

PLANNING COMMISSION RECOMMENDATION: On April 16, 2015 the Planning Commission recommended approval of the amendment as presented by staff.

Present -
Yea -
Nay -

These minutes are draft only. They have not been approved by the Planning Commission.

4/16/2015

GC2015-16 Amend GC Reg's to allow funeral homes in "C-3"

Staff Davidson reads staff report.

OPEN PUBLIC COMMENT.

CLOSE PUBLIC COMMENT.

Chairman Lopez- This mentions that they perform autopsies?

Secretary Kentner- Correct. In smaller counties where there is not a morgue, they are done at the funeral homes or at the hospital.

MEMBER LAUBACH MAKES MOTION TO APPROVE.

MEMBER SCHWINDT SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

ORDINANCE NO. _____-2015

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE PERMITTED USES IN THE CENTRAL BUSINESS DISTRICT; AMENDING ZONING REGULATIONS SECTIONS 2.030 AND 16.020; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATIONS SECTIONS 2.030 AND 16.020; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 2.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

2.030 DEFINITIONS. For the purpose of this Zoning Regulation, certain terms or words used herein shall be interpreted or defined as follows, unless the contents clearly indicate otherwise:

1. Accessory Building or Use - A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land. (See Article 21.)
2. Agricultural Uses - Farming operation including, dairying, agriculture, horticulture, viniculture, animal and poultry husbandry, including the structures necessary for carrying out farming operations. So long as such land and structures are used for such purposes, the regulations do not apply. The term agriculture as used in this Zoning Regulation shall not include commercial feed lots as defined by K.S.A. 47-1501.
3. Alley - A public or private thoroughfare which affords only a secondary means of access to property abutting thereon.
4. Alteration - Alteration, as applied to a building or structure, is a change or rearrangement of the structural parts of any building or structure, or the enlargement of an existing building or structure by extending said building or structure to cover more of the lot area, by increasing the height or by moving said structure from one location or position to another.
5. Amateur - Means any individual holding a valid Federal Communications Commission Amateur Radio License.
6. Animal Hospital or Clinic - Any building or structure designed for examination, observation, treatment, board, or care of domestic animals by a doctor of veterinary medicine.
7. Antenna - Means any structure or device used for the purpose of collecting or transmitting, electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.
8. Apartment - (See Dwelling, Multiple Family).
9. Automobile and Trailer Sales Area - An open area, other than a street, alley, or other public way or open space, used for the display and/or sales of new or used automobiles or trailers, and where no repair work is done except for minor repair of automobiles or trailers to be displayed and/or sold on the premises.

10. Automobile Wrecking and Salvage Yards - A lot, plot, or parcel of land where three (3) or more motor vehicles, not in operating condition, are collected and/or stored for the purpose of processing parts for sale.
11. Board - Board of Zoning Appeals (BZA).
12. Boarding House - A building other than a hotel, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.
13. Buildings - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property. When a structure is divided into separate parts by un-pierced walls, from the ground up, each part is deemed a separate building.
14. Building Height - The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of the top story of a flat roof to the deck line of a mansard roof, and to the average height between the plat and ridge of a gable, hip, or gambrel roof.
15. Building Line - A line established, in general by plat or elsewhere in this ordinance parallel to the front street line between which no building or portion thereof shall project except as otherwise provided in this Zoning Regulation.
16. Building Main - A building or structure in which is conducted the principal use of the lot or group of lots on which it is located.
17. Canopy or Marquee - A roof-like structure, which may project or be separate from a building for the purpose of protection to pedestrians from the weather and in which no retail sales or business operation is performed, without special permit from the Governing Body.
18. Channel - Shall mean the geographical area within the natural or artificial banks of a watercourse required to convey continuously or intermittently flowing water.
19. Clinic, Dental or Medical - A building in which a group of physicians, dentists, or allied professional assistants are associated for the purpose of carrying on their profession. The clinic may include a dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.
20. Condominium - Means a building containing two (2) or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the State Apartment Ownership Act. See K.S.A. 58-3102 for complete definition.
21. Convenience Store - Any building or premises used for the sale of food and other items as a "quick-service food/sundry store" which may include the dispensing of gasoline and oil but which does not provide automotive maintenance or repair services.
22. Court - An area enclosed or partially enclosed on not more than three (3) sides by exterior walls, building, or group of buildings and lot lines on which walls are allowable, with one side or end open to a street, driveway, alley, or yard.
23. Curb Level - The officially established grade of the curb in front of the mid-point of the lot.
24. Licensed Day Care Home - Means the premises in which care is provided for a maximum of ten (10) children under sixteen (16) years of age with limited number of children under

kindergarten age in accordance with K.A.R. 28-4-114(e)(1). This total includes children less than eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.

25. Child Care Center - Means a non-residential facility in which care and educational activities are provided for thirteen (13) or more children two (2) weeks to sixteen (16) years of age for more than three (3) hours and less than twenty-four (24) hours per day including day time, evening, and nighttime care, or which provides before and after school care for school-age children. A facility may have fewer than thirteen (13) children and be licensed as a center if the program and building meet child care center regulations.
26. Group Day Care Home - Means the premises located in a single family dwelling unit where care is provided by two (2) providers, one of whom shall be a bona-fide resident of the dwelling unit, in which care is provided for a maximum of twelve (12) children under sixteen (16) years of age with a limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(f)(1). This total includes children under eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
27. District - A section or sections of Garden City, Kansas for which the regulations governing the use of, the height of, and area of buildings and premises are uniform.
28. Dock (Loading) - A structure of which its height and primary purpose is to facilitate the loading and unloading of cargo and transportation vehicles.
29. Drainage Course (Water Course) - Any natural depression, draw, or ravine which directs and facilitates the flow of water.
30. Drive - A Private right-of-way which affords principle means of vehicular access to or through a mobile home park, and which is owned and maintained by the owner or operator of the park.
31. Dwelling - Any building designed or used for residential purposes.
32. Dwelling, Single-Family - A building designed for or occupied exclusively by one family.
33. Dwelling Two-Family - A building designed for or occupied exclusively by two (2) families.
34. Dwelling, Multiple Family - A building, or portion thereof designed for or occupied by three (3) or more families, but which may have joint services or facilities for more than one family.
35. Easement - A portion or strip of land which is part of a lot, parcel tract which has been reserved or dedicated for specific use for access of persons, utilities, or services.
36. Exception - An exception shall always mean the allowance of otherwise prohibited use within a given district, such use and conditions by which it may be permitted being clearly and specifically stated within these Zoning Regulations, and the allowance being granted by conditional use permit from the Board of Zoning Appeals.
37. Educational Institution - A college, university, or incorporated academy providing general academic instruction equivalent to the standards prescribed by the State Board of Education.
38. Fabrication - That part of manufacturing which relates to stamping, cutting, or otherwise shaping processed materials into objects and may include the assembly of standard component parts, but does not include extracting, refining, or other initial processing of basic

raw materials.

39. Facade - That portion of a building facing public street right-of-way.
40. Family - The word "family" shall be two (2) or more persons related by blood, marriage, or adoption living together in a dwelling unit. For the purpose of this Title, paying tenants in excess of two (2) shall be considered as boarders or roomers, and the building in which they abide shall be considered as a boarding, or rooming house.
41. Feed Lot - The use of land for commercial dry lot livestock feeding operations where any number of livestock or poultry is confined in a concentrated area for the distinct purpose of meat, milk, or egg production, where the livestock or poultry are fed at the place of confinement and crop or foliage is not sustained in the area of confinement. Also included are any feeding endeavors which are operated on a contract basis. Not included in this definition are farm feeding operations which are an agricultural endeavor used for personal need, income supplement, and are a seasonal operation. Also not included are pasturing and grazing operations.
42. Fence - A free-standing structure of metal, masonry, glass, or wood or any combination thereof resting on or partially buried in the ground and rising above ground level and used for confinement, screening, or partition purposes.
43. Flood - Shall mean an overflow of water onto lands not normally covered by water. Floods have two (2) essential characteristics: The inundation of land is temporary, and the land is adjacent to and inundated by overflow from a watercourse, or lake, or other body of standing water.
44. Floodplain - Shall mean the land adjacent to a watercourse subject to inundation from a flood having a chance occurrence in any one year of one percent (1%).
45. Floodway - Shall mean the channel of a watercourse and that portion of the adjoining floodplain required to provide passage of a 100-year flood with an insignificant increase in flood stage, above that of natural conditions. The limits of the floodway, as designated by order of the Planning Commission are delineated on the official zoning map and the attachments to it.
46. Floodway Fringe Area - Shall mean the area between the limits of the floodway and the floodplain of the 100-year flood.
47. Floor Area - For computing off-street parking requirements, the floor area shall mean the gross floor area used or intended to be used by the owner or tenant for service to the public as customers, patrons, or clients including areas occupied by fixtures and equipment used for display. It shall not include areas used principally for maintenance of the building, rest room, or utility rooms.
48. Frontage - All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
49. Frozen Food Locker - A facility or structure where livestock is slaughtered and prepared for distribution to butcher shops or retail sales establishments such as grocery stores. A frozen food locker is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, storage, or sale of the product on the premises.

50. Funeral Home – An establishment providing services such as preparing the human dead for burial or cremation and arranging and managing funerals, and may include limited caretaker facilities. Such buildings may contain space and facilities for (a) embalming and the performance of other services used in preparation of the dead; (b) the performance of autopsies; (c) the storage and sale of caskets, funeral urns, and other related funeral supplies; (d) the storage and cleaning of funeral vehicles; (e) facilities for cremation; (f) funeral chapels to perform funeral services.
51. Garage Private - An accessory building designed or used for the storage of motor-driven vehicles owned and used by the occupant of the building to which it is an accessory.
52. Garage, Public - A building or portion thereof other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor driven vehicles.
53. Garage, Storage - A building or portion thereof designed or used exclusively for housing four (4) or more motor-driven vehicles, other than truck and commercial vehicles, pursuant to previous arrangements and not to transients, and at which no auto fuels are sold and no motor vehicles are equipped, repaired, hired, or sold.
54. Grade
- (A) For buildings having walls adjoining one street only, the elevation of the curb at the center of the wall adjoining the street.
 - (B) For buildings having walls, adjoining more than one street, the average of the elevation of the curb at the center of all walls, adjoining the streets.
 - (C) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.
 - (D) Any wall approximately parallel to and not more than five (5) feet from a street line is to be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the City Engineer.
55. Height, Tower - shall be determined by measuring the vertical distance from the tower's point of contact with the ground or structure to the highest point of the tower. All antennas or other attachments shall not exceed ten (10) feet above the tower and shall not be included into the tower height measurement.
56. Home Occupation - The term "Home Occupation" shall mean any occupation conducted entirely within the dwelling unit and carried on only by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold - except those which are produced on the premises. (See Article 26).
57. Hotel - A building used as an abiding place on a daily or weekly basis for transient persons who, for compensation, are lodged with or without meals, whether such establishments are designated as a hotel inn, automobile court, motel, motor inn, motor, lodge, tourist cabin, tourist unit, or otherwise.
58. Institutional Home - A place where the specialized care of babies, children, pensioners, or older people - and those under care for drug or alcohol abuse, is provided, except those for correctional or mental cases. An Institutional Home shall in no way be interpreted to mean a Day Care Center.

59. Institutional Use - Shall include civic, service and fraternal organization buildings; cultural facilities; child care centers; dormitories; schools; group homes; nursing homes, rest homes and homes for the aged; government buildings; health institutions; religious institutions; stadiums, arenas and civic centers.
60. Junk Yard - A parcel of land used for the storage, keeping for sale, or abandonment of junk, including used metal, wood, building materials, household appliances, vehicles, machinery, or parts thereof.
61. Landscaping - The improvement of a lot, parcel or tract of land with grass, shrubs, and/or trees. Landscaping may include pedestrian walks, flowerbeds, ornamental objects such as fountain, statuary or other similar, natural, and artificial objects, designed and arranged to produce an aesthetically pleasing effect.
62. Lodging House - A building or place where lodging is provided or which is equipped regularly to provide lodging, by prearrangement for definite periods, for compensation, for three (3) or more persons in contradistinction to hotels open to transients.
63. Lot - A parcel of platted land occupied or intended for occupancy by one main building, together with its accessory buildings, including the open spaces required by this Zoning Regulation.
64. Lot, Corner - A lot abutting upon two (2) or more streets at their intersection.
65. Lot Depth of - The mean horizontal distance between the front and rear lot lines.
66. Lot, Double Frontage - A lot having a frontage on two (2) nonintersecting streets as distinguished from a corner lot.
67. Lot Line - Any line bounding a lot or separating one lot from another.
68. Lot of Record - A lot which is a part of a subdivision, the map of which has been recorded in the Office of the Register of Deeds of Finney County, Kansas.
69. Manufacture - Any method of processing, developing, fabricating, or assembling; either raw materials, semi-finished materials, or parts into a semi-finished or finished product.
70. Manufactured Home - "Manufactured Home" means a structure which:
 - (A) Is transportable in one or more sections which, in the traveling mode is 8 body feet or more in width or 40 body feet in length, or, when erected on site, is 320 or more square feet and which is built on a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
 - (B) Is subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403.
71. Minimum Building Elevation - Shall mean the elevation to which uses regulated by this regulation are required to be elevated or flood proofed. This elevation would be equal to the elevation that could be reached by the 100-year flood if it occurred under the conditions existing at the time this regulation was passed, plus one foot to allow for encroachments permitted, by the establishment of a floodway.

72. Non-Conforming Mobile Home - Shall mean a structure which:
- (A) Is transportable in one or more sections which, in traveling mode, is 8 body feet or more in width and 36 body feet or more in length and is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
 - (B) Is not subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403
73. Manufactured Home Park - A tract of land containing suitable drives, utilities, and other supporting elements, and devoted to the sole purpose of accommodating, on lease or rental basis, mobile homes, or manufactured homes, located therein permanently or semi-permanently.
74. Manufactured Home Space - That area of land within a manufactured home park set aside for use as a site for one manufactured home, including the open spaces around said home. As are required in this Zoning Regulation.
75. Manufactured Home, Double Wide - A manufactured or modular home which when assembled on the site has a width of not less than twenty-four (24) feet.
76. Manufactured Home Single Wide - Any residential structure assembled in total or in sections other than at the site of intended location and transported to such site.
77. Manufactured Home Subdivision - A subdivision developed for the purpose of selling individual lots on which manufactured homes or modular homes may be located.
78. Modular Home - Shall mean a structure which is:
- (A) Transportable in one or more sections; and
 - (B) Not constructed on a permanent chassis; and
 - (C) Designed to be used as a dwelling on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and
 - (D) Certified by its manufacturer as being constructed in accordance with a nationally recognized building code.
79. Natural Obstruction - Shall mean any rock, tree, gravel, or related natural matter that is an obstruction and has been located within the floodway by a non-human cause.
80. (Reserved)
81. Non-Conforming Use - Same; existing uses; alterations; exception.

Reasons adopted herein shall not apply to the existing use of any building or land, but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted. If a building is damaged by more than 50% of its fair market value such building shall not be restored if the use of such building is not in conformance with the regulations adopted.

Exception for flood plain regulations in areas designated as a flood plain, regulations adopted by the City pursuant to K.S.A.12-715b, and amendments thereto, shall not apply to the use of land for agriculture purposes so long as such land, and buildings are used for agricultural purposes and not otherwise.

82. Obstruction - Shall mean artificial obstructions, such as any dam, wall, wharf, embankment, levee, dike, pile, abutment, excavation, channel rectification, bridge, conduit, culvert, building, structure, wire, fence, rock, gravel, refuse, fill, or other related structures or matter in, along, across, or projecting into any floodway which may impede, retard, or change the direction of the flow of water, or increase the flood height, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry the same downstream to the damage or detriment of either life or property.
83. Parking Space - An area surfaced with concrete, bituminous, or similar permanent surface, for the purpose of storing one parked automobile. For the purpose of this Zoning Regulation, one parking space shall have a minimum width of (9) feet and a minimum length of twenty (20) feet. In computing off-street parking, additional space shall be required, off-street, for access drives to each parking space.
84. Pasturage or Pasture - Shall be defined as land or a plot of land used for the grazing, feeding, and confinement of livestock.
85. Person - A person shall be understood in its broadest legal sense, including person, partnership, a company, corporation, or any other organized or unorganized group of persons acting together.
86. Planning Commission - The Holcomb-Garden City-Finney County Area Planning Commission.
87. Portable Storage Unit – An accessory structure that has been a wheeled vehicle, or a portion of a wheeled vehicle, or a metal container of any kind. This transportable unit is designed and used for the storage of retail merchandise, household goods, personal items, construction materials, supplies and non-hazardous materials.
88. Preschool - A non-residential facility which provides experiences for children who have not attained the age of eligibility to enter kindergarten and who are thirty (30) months of age or older; conducts sessions not exceeding three (3) hours per session; which does not enroll any child more than one session per day, and which does not serve a meal. (Ord. #1736, 7/8/91)
89. Professional Office - Any building used by one or more persons engaged in the practice of law, architecture, engineering, medicine, or in the business of real estate broker or agent.
90. Public Utility - Any business the purpose of which is to furnish to the general public:
 - (A) Telephone Service
 - (B) Telegraph Service
 - (C) Electricity
 - (D) Natural Gas
 - (E) Water
 - (F) Transportation of Persons

(G) Solid Waste Disposal

(H) Wastewater Treatment Plant

(I) Any other business so affecting the public interests to be subject to the supervision or regulation by any agency or the State.

(J) Community closed circuit telecast

91. Restaurant – Any eating establishment in which the primary function is the preparation and serving of food and beverages on the premises and whose sale of cereal malt beverages or alcoholic liquor accounts for less than 50% of its gross receipts in sales.
92. Right-of-Way - A strip of land between property lines, dedicated to the public or private interest, which is intended for use as an alley, crosswalk, court, place, road, street, thoroughfare, or utility easement.
93. Residential Designed Manufactured Home - A manufactured home on a permanent foundation which has a minimum dimension of twenty-two (22) feet in body width, a pitched roof and siding and roofing material which are customarily used on site-built homes.
94. Rooming House - Any dwelling in which more than three (3) persons either individually or as families are housed or lodged for hire, with or without meals.
95. Service Station - Any building or premises used for the purpose of dispensing, sale, or offering for sale at retail of any automobile fuels or oils, when the dispensing, sale, or offering for sale is incidental to the conduct of a public garage, the premises are classified as a public garage.
96. Setback - The minimum horizontal distance between the property line and the building line.
- (A) Front Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
- (B) Rear Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
- (C) Side. Yard - shall be determined from the eave overhang.
97. Sidewalk - A hard surfaced walk for pedestrians at the side of a street. (All sidewalks will be constructed as specified in the Garden City Sidewalk Hand Book of 1978).
98. Sign - See Article 23, Section 23.020 of this Zoning Regulation for definitions.
99. Story - That portion of a building, other than a basement or cellar, included between the surface of any floor and surface of the floor next above it, if there be no floor above it, then the space between the floor and the ceiling next above it.
100. Story, Half - A space under a sloping roof which has the fine intersection of roof decking and wall face not more than three (3) feet above the top floor level and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half-story containing independent living quarters shall be counted as a full story.
101. Street - A right-of-way, dedicated to the public use, which provides principle vehicular and pedestrian access to adjacent properties.

102. Street Classification

- (A) Arterial - A street which provides for through traffic movement between and around areas and across the City, with direct access to abutting property; subject to necessary control of entrances, exits, and curb uses.
- (B) Collector - A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
- (C) Local - A street which provides for direct access to abutting land and for local traffic movement whether in business, industrial or residential areas.

103. Street Line - A dividing line between a lot, tract, or parcel of land and the contiguous street.

104. Structure - Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, but not including fences.

105. Structural Alterations - Any change in the supporting members of a building such as, bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Zoning Regulation the following shall not be considered structural alterations:

- (A) Attachment of a new front where structural supports are not changed and that does not encroach beyond building line.
- (B) Addition of fire escapes where lintels supports are not changed.
- (C) New, windows where lintels and support walls are not materially changed.
- (D) Minor repair or replacement of non-structural members.

106. Tavern/Class A Club/Class B Club/Private Club/Night Club/Fraternal Lodge/ Drinking Establishment/Lodge - Any establishment that meets at least one of the following:

- (A) Any establishment whose primary function is the sale and on-site consumption of cereal malt beverages or alcoholic liquor.
- (B) Any establishment whose sale of cereal malt beverages or alcoholic liquor accounts for more than 50% of its gross receipts in sales.
- (C) A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, for the exclusive use of the corporate stockholders, partners, trust beneficiaries, associates, members, and their families and guests accompanying them.
- (D) A premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.
- (E) A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for consumption of food or any beverage and for entertainment.

107. Townhouse - Means one single-family townhouse residential unit which may be joined together with at least one additional single-family townhouse residence by a common wall or

walls, and/or roof and/or foundation: Provided, however, that in any event, the term “townhouse” shall not mean a condominium as defined in K.S.A. 58-3102.

108. Tower - Means any ground or structure-mounted pole, spire, structure, or combination thereof taller than 15 feet including supporting lines, cable, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.
109. Tower, Multi-User - means a tower to which is attached the antennas of the more than one commercial wireless telecommunications service provider or governmental entity.
110. Tower, Single-User - means a tower to which is attached only the antennas of a single-use, although the tower may be designed to accommodate the antennas of multiple users as required by this Code.
111. Tract - An area or parcel of land other than a lot of record described and recorded in the Office of the Register of Deeds of Finney County as a single parcel of land under individual ownership.
112. Trailer - Any structure used for living, sleeping, business, or storage purposes, having no foundation other than wheels blocks, skids, jacks, horses, or skirting and which has been, or reasonably may be, equipped with wheels or other devices for transporting the structure from place to place, whether by motor power or other means. The term “Trailer” shall include recreational vehicles.
113. Trailer Park - Means a tract of land containing sites for the overnight or short term parking of two (2) or more camping trailers. Camping trailers may be parked in a camp-ground or camper park provided such camp area is in conformance with the codes and ordinances of the City.
114. Trailer, Advertising - A trailer, as defined above, but carrying, or having attached thereto, a sign, billboard, or other media for advertising purposes, such advertising being the purpose and use of the trailer.
115. Trailer, Camping - A trailer, as defined above, and equipped with an enclosure for sleeping while on vacation, or other trips of short duration. Such camping trailers may also contain cooking, bath, and sanitary equipment. Size and furnishing of such camping trailers may vary widely, but in no case shall they be considered structures for residential use of a temporary or permanent nature, for purposes of this Zoning Regulation.
116. Trailer, Hauling - A trailer, as defined above, and designed and normally used for over-the-road transporting of belongings, equipment, merchandise, livestock, and other objects, but not equipped for human habitation.
117. Transitional Supportive Housing- Housing with no limit on length of stay, that provides shelter for domestic violence survivors and their dependent children, that provides safe housing coupled with supportive services to assist residents and walk-in clients by providing skill-specific services and support as needed.
118. Vision Clearance Area - A triangular area on a corner lot, which is formed by the street property lines and a line connecting them at points, twenty-five.(25) feet from the intersection of the street lines. The vision clearance area shall contain no temporary or permanent obstructions in the excess of one (1) foot in height. Street trees may be permitted provided such trees are pruned at least eight (8) feet above the surrounding grade. At the intersection of major or arterial streets the vision clearance area is created by points forty (40) feet from

the intersection of the property lines.

119. Watercourse - Shall mean any stream, arroyo, or drainway having a channel that serves to give direction to a flow of water.
120. Yard - A space on the same lot with a main building, open, unoccupied, and unobstructed by buildings or structures from the ground to the sky, except as otherwise provided in this Zoning Regulation.
121. Yard, Front (Primary Front) - A yard extending across the full width of the lot, the depth of which is the least distance between the street right-of-way line and the building setback line.
122. Yard, Secondary Front- A yard on a corner lot which fronts a public or private right-of-way but on which the building on the lot does not have a primary entrance; extending from the front line of the building to the rear line of the building.
123. Yard, Rear – A yard extending across the full width of the lot between the rear of the building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear line of such main building.
124. Yard, Side – A yard between the main building and the side lot line extending from the front yard lot line to the rear lot line. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line from the nearest part of the main building. (See Article 22, Supplemental Development Standards.)

SECTION 2. Section 16.020 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

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

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

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

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

SECTION 3. The Zoning Regulations for the City of Garden City, Kansas, Sections 2.030 and 16.020 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation sections not specifically amended or deleted herein shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 5th day of May, 2015.

JANET A. DOLL, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL

City Counselor



**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: May 5, 2015
RE: Siemens Industry

ISSUE:

Governing Body consideration of moving forward with the investment grade audit results that include street lighting retrofits and other energy savings facility improvement measures to City facilities by Siemens Industry Inc.

BACKGROUND:

The City has looked into an Energy Conservation program many times over the past 4 years in an attempt to analyze different aspects of City operations for energy conservation measures.

In May of 2013, a Request for Qualifications (RFQ) was requested by the City from qualifying companies. Five proposals were received, reviewed and companies interviewed by a team of five city employees. Siemens Industry was selected as the top finalist to move forward with the next step, which is an Investment Grade Audit. The Governing Body approved the Investment Grade Audit on July 29, 2014.

The Investment Grade Audit has been completed and the results show substantial savings and benefits to the City. Siemens Industry will guarantee \$3,509,014 in energy and operational savings which will produce a positive cumulative cash flow of \$1,973,413 over 15 years.

The next phase of the project is installation and finance of the facility improvement measures, which include: Street lights, building lighting, building weatherization, and programmable thermostats. Siemens Industry and the City under the State Statute [KSA 75-37, 125](#) have completed all bid and competitive requirements to enter into an energy performance savings contract. Finance Director, Melinda Hitz has worked with Siemens and their partners to establish a municipal lease option of financing that remains budget neutral with a competitive interest rate of 2.5% over 10 years which is accounted for in the annual cash flow projections.



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Public Utilities
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As part of the City becoming an energy producer we are required by the Western Area Power Administration (WAPA) to comply with Energy Planning and Management Program (EPAMP (10CFR Part 905)) to meet the objectives of Section 114 of the Energy Policy Act of 1992 (EPA ct) to reduce energy consumption as part of our Integrated Resource Plan(IRP). The construction and implementation of the facility improvement measures outlined by Siemens Industry will comply and reduce our consumption needs as required by the Western Area Power Administration.

ALTERNATIVE:

- 1.) Move forward with finance and implementation of energy performance contract and authorize the Mayor to sign the energy performance contract with Siemens Inc.
- 2.) Do not authorize the Mayor to sign the energy performance contract with Siemens Inc.
- 3.) Direct staff to look for other alternatives.

RECCOMENDATION:

Staff recommends Alternative No. 1.

FISCAL NOTE:

The energy performance contract has been established to remain budget neutral to our current plan. The savings establish in the guarantee by Siemens Industry will fund all debt requirements of the city making this an attractive option to meet goals of the city as well as requirements set forth by regulations.

Application for Equipment Lease

City of Garden City 48-6009982
Legal Name of Lessee (Applicant) Tax ID # Web address (if, applicable)
301 N. 8th Street Garden City KS 67846
Address City State Zip

Person(s) to Contact for Clarification Regarding Project

Melinda Hitz CFO 620-276-1100
Name Title Phone
Name Title Phone
mhitz@gardencity.us
Email Fax

Obligations / Economics

Bank Qualified Non-Bank Qualified
Are the Applicant's obligations bank qualified (i.e., expected to issue less than \$10 Million in tax-exempt financing this calendar year)?
Moody's Investors Service: Aa3 Standard & Poor's: Fitch:
Please list the Applicant's current underlying bond rating from the rating agencies listed above (if applicable)
Stable
Discuss the Applicant's economic trends (stable, positive, negative) and reasons for any variation
Yes No
Has the Applicant ever defaulted or non-appropriated on an obligation?
If Yes,
Please explain

Demographic Information

Please provide the following demographic information (please attach any applicable demographic statistics)
Approx square mile 8.819 Population 27,000 Increasing or Decreasing Population? Stable
Cities, Towns and Counties

Essential Use Form

This is the finance of an energy savings performance contracting project between the City of Garden City, Kansas and Siemens Building Technologies (Siemens). There is an annual energy savings guarantee that fully covers the annual debt service throughout the proposed finance term of ten (10) years. Total Project Cost is \$3,157,620 which represents the total amount to finance. The project includes the upgrade and replacement of the following equipment: Lighting \$ 2,509,808 Programmable thermostats \$8,833 , HVAC system repairs \$559,533, Building Envelope Weatherization: \$36,975 Technical Energy Audit: \$42,471
 Purchase Description (please be specific and attach any applicable equipment lists or invoices available) _____ Est. Equipment Delivery Date 9 months

NO
 Are any of the Lease Proceeds for reimbursement of prior purchases? If yes, has a Reimbursement Resolution been approved by the Governing Body?

Yes No
 Is the Equipment replacing existing equipment?

If Yes, All of the equipment had exhausted its usable life expectancy and is in need of replacement and upgrading in order to increase energy efficiency. The energy savings performance contract shall be supported by an energy savings guarantee from SIEMENS to support debt service coverage.
 Please state how long you have currently used the Equipment and the reason you are replacing the Equipment

N/A
 What will the Applicant do with the old equipment that is being replaced?

Please describe in detail the following (please be specific)

Energy infrastructure in all identified city owned facilities as identified in the SIEMENS Energy Performance Contract.
 What will the Equipment be used for?

The Equipment includes essential energy infrastructure that is required in order to efficiently and effectively operate the facilities identified in this project.
 Describe the essential nature of the equipment financed

Not applicable- all departments use the equipment.
 List the specific department that will be the primary user of the Equipment

Lease Payments

Yes No
 Will the lease payments be made from Applicant's General Fund?

If No,
 From which Special Fund will the lease payments be made?

Yes No
 Will any federal grant or loan monies be used? If so, please describe

Yes No Next year budget due to project completion date
 Has the first payment been appropriated?

Terms and Conditions

\$3,157,620		\$3,157,620 (maximum)
Total Original Project Cost	Down Payment	Amount to Finance
10 years	Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/>	
Term (in years)	Frequency (choose one):	
Advance <input type="checkbox"/> Arrears <input checked="" type="checkbox"/>	9 months from lease commencement date	
Remittance (choose one):	Equipment Delivery Date	
The St. Paul Travelers Companies	\$1,000,000	\$ 65,274,747
Insurance Company Name or indicate Self Insured	Amount of Liability Insurance	Amount of Property Damage Insurance

The undersigned hereby certifies that all the information in the above Application for Equipment Lease and Essential Use Form is true, complete and correct.

Applicable Signature Melinda Hite
Finance Director
 Title

April 27, 2015
 Date

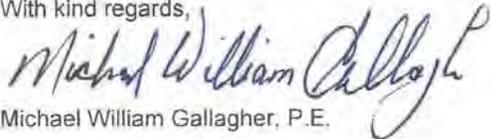
Michael W. Gallagher, P.E.
Siemens Industry, Inc.
8066 Flint St
Lenexa, KS 66214

To whom it may concern:

I Michael William Gallagher, Kansas Professional Engineer # PE15591, have reviewed the attached Energy Services Proposal prepared for the City of Garden City, Kansas, by Siemens Industry, Inc. inasmuch as it pertains to the standards of engineering principals and practice applied in the calculations of the potential energy use reduction to be realized by the implementation of the Facility Improvement Measures described herein.

The engineer of record attests solely to the soundness of the engineering calculations included in this report. All results are based upon data provided by the Customer as well as field survey information. No guarantee of energy savings or the survey data is made or implied, nor are the means and methods to be employed in the implementation and commissioning of these improvements.

With kind regards,



Michael William Gallagher, P.E.



Garden City, Kansas

Investment Grade Audit & Project Proposal

Prepared for
Garden City, Kansas
April 2015

SIEMENS

Investment Grade Audit & Project Proposal

PREPARED FOR:

Mike Muirhead,
Public Utilities Director
Garden City, Kansas
301 N. 8th Street
Garden City, Kansas 67846

DEVELOPED BY:

Siemens Industry, Inc.
Infrastructure & Cities Sector
Building Technologies Division
8060 Flint Street,
Lenexa, KS 66214

PRIMARY CONTACT:

Cris Christenson
Siemens Industry, Inc.
Infrastructure & Cities Sector
Building Technologies Division
cris.christenson@siemens.com

TABLE OF CONTENTS

Table of Contents.....	2
Section I – Executive Summary	3
A. Background.....	3
B. Program Objective.....	3
C. Facilities Included in the Audit.....	3
D. Summary of Facility Improvement Measures (FIMs)	8
E. Environmental Impact.....	12
F. Recommendation.....	13
Section II – Methodology / Utility Summary	14
A. Study Approach.....	14
B. Utilities Supply Description	14
C. Baseline Energy Consumption	15
D. Operational Baseline Costs	29
E. Unit Energy Costs and Annual Escalation	29
F. Utility Rates.....	30
Section III – Existing Building Conditions	31
Waste Water Treatment Plant	35
Regional Airport	38
City Administration Center	40
Public Works – Fleet Maintenance	41
Solid Waste Recycling/Traffic	42
Finnup Center	43
Lee Richardson Zoo	44
City Pool.....	50
Recreation Center Facility and Gymnasium Addition	51
Buffalo Dunes Golf Course	52
Water Department Warehouse and Office	54
Labrador Fire Station and Addition	55
Section IV – Facility Improvement Measures	56
FIM 1.00: City Wide – Street Lighting Retrofits	56
FIM 2.00: All Buildings – Building Lighting Retrofits	58
FIM 3.00: Building Weatherization	66
FIM 5.00: Infrared Thermography	80
FIM 7.00: Programmable Thermostat Installation.....	69
UPGRADES REVIEWED BUT NOT RECOMMENDED	82
Section V – Measurement and Verification Plan	84
A. Measurement and Verification Options.....	84
B. M&V Option Selected for each Measure	85
FIMs 1.00 and 2.00 - Lighting Retrofits – Option A.....	86
FIM 3.00 - Weatherization/Building Envelope Repairs – Option A	88
FIM 7.00 - Programmable Thermostats – Option A	89
Appendix A – Supporting Information	92

SECTION I – EXECUTIVE SUMMARY

In keeping with Garden City, Kansas’ commitment to improving their energy efficiency, Siemens Industry, Inc. (Siemens) has completed an Investment Grade Audit of facilities owned and operated by Garden City, Kansas.

This audit identifies opportunities to renew facility infrastructure and achieve long term cost savings by reducing energy consumption and operational costs.

A. BACKGROUND

On July 28, 2014 Siemens Industry, Inc. was awarded a contract to perform an Investment Grade Audit and develop of an Energy Savings Performance Contracting Program (ESPC) for Garden City, Kansas. The following report documents the results of the project and provides the basis for final development of the Performance Contracting Project.

B. PROGRAM OBJECTIVE

The objective of this program was to identify energy use reduction improvements, facility improvement measures (FIM), and reduce operational costs. Furthermore, these objectives combined to form a project that meets the requirement calculated by Siemens investment grade audit and project proposal contract with the City and develops capital improvements that can be funded by energy and operational costs savings.

C. FACILITIES INCLUDED IN THE AUDIT

Table I.1 lists the facilities included in Siemens audit.

Table I.1 – Facilities Included in the Investment Grade Audit

Department	Building Name	Address	Area
WWTP	Maintenance Building	345 S. Jennie Barker Road	2,925
WWTP	Pretreatment Works	345 S. Jennie Barker Road	2,418
WWTP	Sludge Holding Pump Station	345 S. Jennie Barker Road	528
WWTP	WWTP - Admin & Laboratory Building	345 S. Jennie Barker Road	2,720
WWTP	UV Building	345 S. Jennie Barker Road	1,248
WWTP	Solids Processing Building	345 S. Jennie Barker Road	14,271
WWTP	Vehicle Storage Building	345 S. Jennie Barker Road	1,664
Regional Airport	Airport Terminal	2225 South Air Service Road	4,043

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Department	Building Name	Address	Area
Regional Airport	Airport Office	2225 South Air Service Road	5,705
Regional Airport	Flight Deck Restaurant	2225 South Air Service Road	2,580
Regional Airport	Air Traffic Control Tower	2245 South Air Service Road	16,250
Regional Airport	EagleMed Office	2145 South Air Service Road	19,824
Public Works	City Administration Center	301 N 8th St	24,108
Public Works	Warehouse & Office	105 S. 10th	6,000
Public Works	Maintenance Building	103 S. 9th	12,000
Public Works	Pesticide Storage	103 S. 10th	576
Public Works	Solid Waste Recycling/Traffic	125 JC	
Zoo	Safari Shoppe	405 S. 4th	1,634
Zoo	Monkey House	510 S. 5th	1,530
Zoo	Pachyderm House #2	501 S. 4th	4,928
Zoo	Animal Holding Facility	401 Downie Dr	1,800
Zoo	Giraffe House	502 S. 5th	1,440
Zoo	Shop & Commissary Building	301 Downie Dr	7,600
Zoo	Animal Clinic/Office	305 Downie Dr	1,800
Zoo	Feline House - Lions & Tigers	402 Walters Dr	1,200
Zoo	African Hoof Stock Building	401 Walters Dr	1,575
Zoo	North American Hoof Stock Building	212 Downie Dr	3,000
Zoo	Aviary Building	508 S. 5th	900
Zoo	Hay Barn	403 Downie Dr	3,200
Zoo	Finnup Park - Zoo Entrance	502 S. 4th	64
Zoo	Restroom - West Side LRZ	524 "Y" Drive	750

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Department	Building Name	Address	Area
Zoo	Wild Asia Building #1	207 "Y" Drive	600
Zoo	Wild Asia Building #2	207 "Y" Drive	340
Zoo	Wild Asia Building #3	207 "Y" Drive	352
Zoo	Wild Asia Building #4	207 "Y" Drive	240
Zoo	Wild Asia Building #5	207 "Y" Drive	600
Zoo	Wild Asia Building #6	207 "Y" Drive	405
Zoo	Wild Asia Building #7	207 "Y" Drive	960
Zoo	Wild Asia Building #8	207 "Y" Drive	36
Zoo	Wild Asia Building #9	207 "Y" Drive	255
Zoo	Wild Asia Building #11	207 "Y" Drive	100
Zoo	Wild Asia Building #12	207 "Y" Drive	480
Zoo	Wild Asia Building #13	207 "Y" Drive	60
Zoo	Picnic Shelter on West Side	Downie Dr	800
Zoo	Gazebo on West Side LRZ	Downie Dr	625
Zoo	South American Pampas Hoofstock Building	302 Downie Dr	408
Zoo	Flamingo Buildings	514 S. 5th	250
Zoo	Finnup Center	312 Finnup Drive	10,000
Zoo	Main Entrance Restroom (Train)	409.5 S 4th St	348
Zoo	Giraffe Barn Addition	502 S 5th	1,440
Zoo	Black Bear Exhibit	209 "Y" Drive	2,160
Zoo	Zoo Shop/Commissary Addition	301 Downie Dr	1,440
Zoo	Kansas Waters Exhibit (Otters)	501 S 5th	520
Zoo	Elephant Storage Shed		352
Zoo	Garage	311 Downie Dr	1,120
Zoo	Restroom - South Side (Cat)	302 Walters	374

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Department	Building Name	Address	Area
Zoo	Tortoise Building	510 S. 5th	340
Zoo	Cat Canyon Viewing (Bobcat)	511 S 5th	
Zoo	Cat Canyon Holding (Jaguar/Puma)	521 S 5th	
Zoo	Bactrian Camel	202 Carter	
Recreation	City Pool	504 E. Maple	N/A
Recreation	Recreation Center Facility	310 N. 6th St	10,000
Recreation	Gymnasium Addition	310 N. 6th St	11,250
Recreation	Clint Lightner Baseball Field	706 E. Maple	N/A
Recreation	Academy Baseball Field/Tangeman Sports Complex	Gene Street/2301 E Spruce	N/A
Recreation	Cleaver Field	702 Downey Drive	N/A
Recreation	Fansler Field	702 Riverside Drive	N/A
Recreation	Finnup Park Basketball And Fusal Courts	502 E Maple	N/A
Recreation	Grimsley/Harmon Tennis Courts	112 W Hazel	N/A
Recreation	Charles Peebles Complex	518 S 9th	N/A
Recreation	Deane Wiley Park Softball Fields	2406 N Campus Dr	N/A
Recreation	Martin Esquivel Soccer Complex	Fleming & Mary St.	N/A
Recreation	Garcia Soccer Park	3502 E Spruce	N/A
Buffalo Dunes	Metal Maintenance Storage	South Star Route	2,100
Buffalo Dunes	#14 Restroom	South Star Route	625
Buffalo Dunes	Pro Shop & Shop Storage	South Star Route	2,700
Buffalo Dunes	Main Maintenance Building	South Star Route	3,200
Water	Warehouse & Office	106 S. 11th	7,200
Water	Warehouse & Office	106 S. 11th	3,680

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Department	Building Name	Address	Area
Fire	Labrador Fire Station & addition	1605 E. Mary	7,616

D. SUMMARY OF FACILITY IMPROVEMENT MEASURES (FIMs)

Table I.2 provides a summary of the proposed FIMs as well as the associated energy savings. All savings shown are based on Siemens detailed energy calculations to determine the amount of energy and associated savings the City can expect to realize if these FIMs are implemented. Associated Savings are achieved through reduced operation and maintenance requirements. For example lighting associated savings are due to not buying lighting materials during warranty periods. Most savings numbers have been slightly de-rated to provide a safety factor to account for system and equipment based variations that may occur. The amount of this adjustment is based on our experience with each FIM.

Table I.2 Proposed FIM Summary

FIM	Facility	Facility Improvement Measure (FIM) Description	Implementation Price	Energy Savings	Associated Savings	Simple Payback (Years)
1	City Wide	Street Lighting Retrofits	\$1,942,700	\$119,287	\$90,833	9.8
1	City Wide	Photocells	\$115,623	-	-	n/a
1	Talley Trail	Street Lighting Retrofits	\$49,700	\$4,022	\$2,526	7.6
2	City Administration	Building Lighting Retrofits	\$18,863	\$1,889	\$613	7.5
2	Airport	Building Lighting Retrofits	\$37,194	\$5,730	\$1,790	4.9
2	Labrador Fire Station	Building Lighting Retrofits	\$12,369	\$987	\$323	9.4
2	Fleet Maintenance Complex	Building Lighting Retrofits	\$16,556	\$1,634	\$452	7.9
2	Buffalo Dunes Golf Course	Building Lighting Retrofits	\$20,658	\$645	\$264	22.7
2	Recreation Center Facility	Building Lighting Retrofits	\$36,155	\$5,659	\$1,431	5.1
2	Solid Waste Recycling/Traffic	Building Lighting Retrofits	\$6,336	\$581	\$203	8.1
2	Waste Water Treatment Facility	Building Lighting Retrofits	\$40,723	\$3,330	\$865	9.7
2	Water Department	Building Lighting Retrofits	5,004	\$884	\$183	4.7

FIM	Facility	Facility Improvement Measure (FIM) Description	Implementation Price	Energy Savings	Associated Savings	Simple Payback (Years)
2	Zoo	Building Lighting Retrofits	\$47,346	\$3,128	\$1,401	10.5
2	Athletic Fields	Building Lighting Retrofits	\$14,057	\$127	\$46	81.1
3	City Administration	Building Weatherization	\$6,534	\$597	-	11
3	Waste Water Treatment Plant	Building Weatherization	\$2,998	\$266	-	11.3
3	Recreation Center Facility	Building Weatherization	\$11,338	\$943	-	12
3	Water Department	Building Weatherization	\$8,494	\$265	-	32.1
7	Fleet Maintenance Complex	Building Weatherization	\$3,548	\$257	-	13.8
7	WWTP, Airport, Solid Waste	Programmable Thermostats	\$8,209	\$9,378	-	0.9
8	City Wide	Miscellaneous O&M Repairs	\$500,000	-	\$25,000	20

Table I.3 breaks out savings by utility type, and Table 1.4 displays expected equipment life. Table I.6 displays the projected financial performance reflecting current construction prices and finalized energy savings values. This cash flow diagram assumes that no internal capital funding is required to fund the energy improvements identified in this proposal. In addition, the operational savings shown are based on the lighting improvement shown in Table I.2 and are applied for the warranty period of this equipment (3 years for lamps, 5 years for ballasts, and 10 years for street lighting fixtures). Energy escalations are displayed in Table I.5. The cost of energy is initially escalated 3% per year.

Table I.3 FIM Savings Summary

FIM #	Facility	FIM Description	Electric Energy Savings (kWh/yr)	Natural Gas Savings (Therms/Yr)	Total Energy Cost Savings (\$/Yr)	Associated Savings (\$/Yr)	Total Cost Savings (\$/Yr)
1	City Wide	Street Lighting Retrofits	1,835,189	-	\$119,287	\$90,833	\$210,120
1	City Wide	Photocells	-	-	-	-	-
1	Talley Trail	Street Lighting Retrofits	61,875		\$4,022	\$2,526	\$6,548
2	City Administration	Building Lighting Retrofits	37,914	(682)	\$1,889	\$613	\$2,502
2	Airport	Building Lighting Retrofits	121,438	(2,564)	\$5,729	\$1,790	\$7,519
2	Labrador Fire Station	Building Lighting Retrofits	19,061	(300)	\$987	\$323	\$1,310
2	Fleet Maintenance Complex	Building Lighting Retrofits	35,152	(770)	\$1,634	\$452	\$2,086
2	Buffalo Dunes Golf Course	Building Lighting Retrofits	13,588	(282)	\$645	\$264	\$909
2	Recreation Center Facility	Building Lighting Retrofits	113,776	(2,058)	\$5,659	\$1,431	\$7,090
2	Solid Waste Recycling/Traffic	Building Lighting Retrofits	12,913	(306)	\$581	\$203	\$784
2	Waste Water Treatment Facility	Building Lighting Retrofits	52,919	(1,103)	\$3,330	\$865	\$4,195
2	Water Department	Building Lighting Retrofits	17,780	(321)	\$884	\$183	\$1,067
2	Zoo	Building Lighting Retrofits	77,920	(2,295)	\$3,128	\$1,401	\$4,529
2	Athletic Fields	Building Lighting Retrofits	1,966	-	\$127	\$46	\$173

FIM #	Facility	FIM Description	Electric Energy Savings (kWh/yr)	Natural Gas Savings (Therms/Yr)	Total Energy Cost Savings (\$/Yr)	Associated Savings (\$/Yr)	Total Cost Savings (\$/Yr)
3	City Administration	Building Weatherization	1,136	619	\$597	-	\$597
3	Waste Water Treatment Plant	Building Weatherization	510	278	\$266	-	\$266
3	Recreation Center Facility	Building Weatherization	-	1,118	\$943	-	\$943
3	Water Department	Building Weatherization	-	313	\$265	-	\$265
3	Fleet Maintenance	Building Weatherization	-	434	\$257	-	\$257
7	WWTP, Airport, Solid Waste	Programmable Thermostats	41,884	7,886	\$9,378	-	\$9,378
8	City Wide	Miscellaneous O&M Repairs	-	-	-	\$25,000	\$25,000

Table 1.4 Equipment Life

Item	Life (Years)	Cost Weighted Life
Street Lighting	20	17.4
Building Lighting	12	1.3
Weatherization	5	0.1
Thermostats	15	0.1
Total		18.9

Lighting life is calculated from manufacturer rated life and annual burn hours. Other equipment life ratings are based on ASHRAE handbook guidelines.

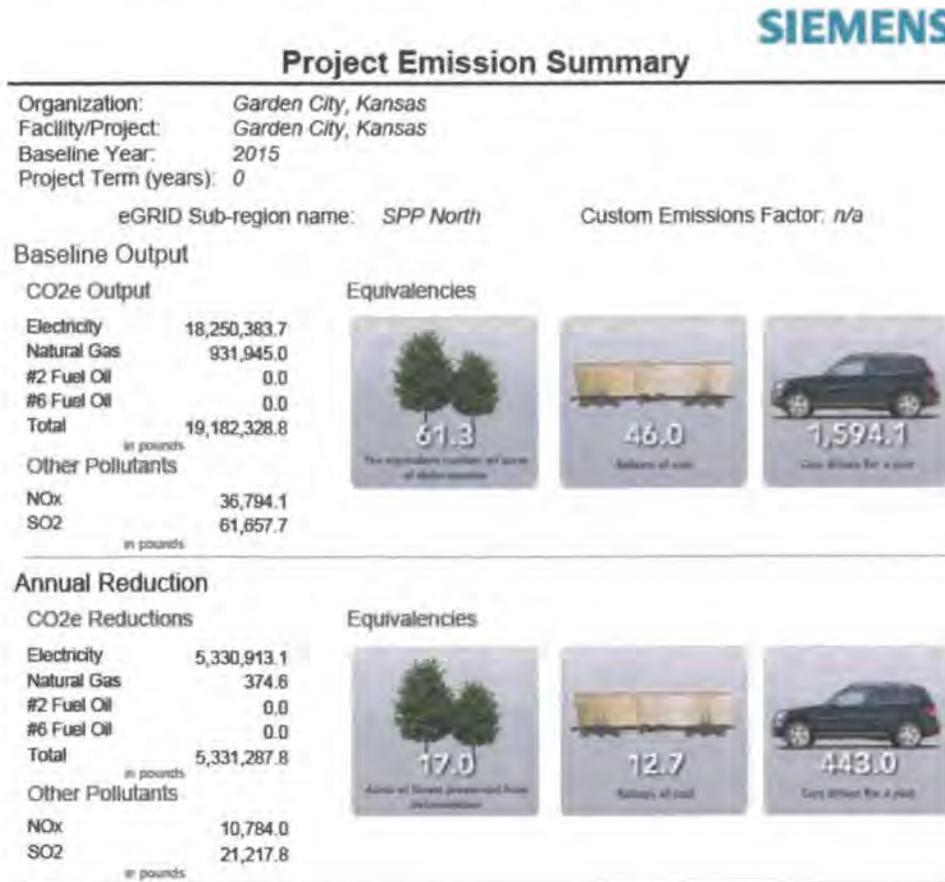
Table 1.5 Escalations

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Electric Energy	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Electric Demand	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Natural Gas	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Operational/Other	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%

In order to assist Garden City, Kansas in verifying and documenting the realized energy savings as a result of this project, Siemens proposes measurement and verification services to be performed during each year following the completion of the project. This would include on-site inspection of the improved systems and a report confirming the actual project savings and the implementation of all recommended maintenance and efficiency measures.

E. ENVIRONMENTAL IMPACT

Based on the total electricity and natural gas savings for the selected FIMs shown in Table I.3, the potential equivalent reduction in the greenhouse gases CO₂ (Carbon Dioxide) and NO_x (Nitrous Oxide), along with the acid rain compound SO₂ (Sulfur Dioxide) are summarized in the following illustration.



F. RECOMMENDATION

Based on the results of this Investment Grade Audit and the analysis of the needs of Garden City, Kansas, Siemens Industry, Inc. recommends proceeding immediately with the implementation of a Performance Contracting Project including FIMs detailed in Table I.2.

This audit identifies opportunities to renew facility infrastructure and achieve long term cost savings by reducing energy consumption and operational costs. In addition these improvements will:

- Help maintain consistent and reasonable levels of occupant comfort
- Help maintain consistent levels of building maintenance and operation
- Capture additional benefits that result from energy related services and capital improvements, such as a reduction in the City's carbon footprint, reduced hazardous material disposal and/or recycling, and reduced maintenance requirements.

These measures include upgrades to the city buildings. Detailed descriptions are available in Section IV – Facility Improvement Measures.

- Buildings throughout the city will receive lighting upgrades.
- Street lights throughout the city will be replaced with new LED fixtures on the existing poles.
- Selected buildings will receive new programmable thermostats.
- Many buildings will be receiving upgrades to improve the building envelope.

All of these measures are projected to help the City save \$159,610 annually in utility costs and \$125,930 in operational costs while improving building infrastructure. This project has a total cost of \$3,157,620.

SECTION II – METHODOLOGY / UTILITY SUMMARY

A. STUDY APPROACH

In conducting a Technical Energy Audit as a basis for a performance contract it is essential that the existing conditions be precisely established as a baseline for the evaluation of any potential system improvements. Relevant factors were identified and assessed through a system-wide approach to develop potential energy improvement measures. The factors are outlined below:

1. Review of Facility Layout and Facilities

The initial step in the study entailed familiarization with the facility layouts as well as a review of available drawings, and meetings with building operations personnel.

2. Review of Systems Operation/Usage

Since energy usage is dependent on how the buildings are operated, it was necessary to collect data on operating hours and utilization. Data from the most recent thirty six months utility consumption was collected and analyzed to aid in establishing relevant savings projections.

3. Development of Facility Improvement Measures

Based on the field surveys, metered data and related calculations, the Facility Improvement Measures (FIM's) were developed. The measures were analyzed to determine their effect on the overall base energy consumption of each facility. Additionally, each measure was reviewed in a cost/benefit analysis.

4. Energy Usage Characteristics

The energy consumption data from October 2011 through September 2014 for electricity, natural gas, and water was collected for this study. From this collected information, data from October 2013 through September 2014 was selected as the baseline for the project and any follow-up analysis. Energy and water consumption data from October 2013 through September 2014 for each building or associated group of buildings are summarized in Tables II.1 through II.11 below.

B. UTILITIES SUPPLY DESCRIPTION

All facilities receive their electricity from Garden City Electric Department. The Waste Water Treatment Plant is billed under the retail rate. Electric consumption at all other buildings is metered but not billed. Natural gas is provided by Black Hills Energy. Water and sewer services are provided by Garden City Water and Wastewater Departments. The Waste Water Treatment Plant currently purchases propane from High Plains Energy but is in the process of converting equipment to utilize natural gas.

C. BASELINE ENERGY CONSUMPTION

Thirty six months of utility data from October 2011 through September 2014 was collected and analyzed in order to determine the baseline for this project. The most recent twelve months was selected as the baseline energy consumption.

The facility electricity, natural gas and water delivery is monitored through a combination of meters as listed in Tables II.1 through II.11 below. Street lighting fixtures for the city are not metered. In future years it may be necessary to adjust the baselines due to influences such as weather, occupancy, square footage changes or other material changes that may affect the energy consumption of the facilities. Weather related correctional factors for the baseline energy consumption will be based on weather data provided by U.S. National Climatic Data Center with the nearest station located at the Garden City Regional Airport.

Waste Water Treatment Plant

Account Numbers		
Electric	Propane	Water
087721-001	95F061458	087540-001
	95F061459	087541-001
		087542-001

Table II.1 Waste Water Treatment Plant Account Numbers and Baseline Data

Electricity Consumption							Fuel Consumption				Water Consumption			
Account # 087721-001 Rate Type: Retail							Account # 95F061458, 95F061459 Rate Type: (Propane)				Account # 087540-001, 087541-001, 087542-001 Rate Type:			
Begin Date	End Date	# of Days	Total KWH	Demand kW	Begin Date	End Date	# of Days	LCD Therms	Begin Date	End Date	# of Days	Usage kGal		
10/11/2013	10/31/2013	30	306,146	0	10/11/2013	10/31/2013	30	0	10/11/2013	10/31/2013	30	1		
11/11/2013	11/25/2013	24	244,916	466	11/11/2013	11/25/2013	24	0	11/11/2013	11/25/2013	24	6.15		
11/26/2013	12/26/2013	30	292,917	496	11/26/2013	12/26/2013	30	0	11/26/2013	12/26/2013	30	1,278		
12/26/2013	1/29/2014	34	336,808	482	12/26/2013	1/29/2014	34	4,076	12/26/2013	1/29/2014	34	1,490		
1/29/2014	2/28/2014	30	293,058	496	1/29/2014	2/28/2014	30	4,282	1/29/2014	2/28/2014	30	1,328		
2/28/2014	3/28/2014	28	284,808	483	2/28/2014	3/28/2014	28	2,427	2/28/2014	3/28/2014	28	1,164		
3/28/2014	4/30/2014	33	335,244	510	3/28/2014	4/30/2014	33	412	3/28/2014	4/30/2014	33	1,502		
4/30/2014	5/30/2014	30	305,556	500	4/30/2014	5/30/2014	30	733	4/30/2014	5/30/2014	30	1,298		
5/30/2014	6/27/2014	28	291,714	524	5/30/2014	6/27/2014	28	0	5/30/2014	6/27/2014	28	1,216		
6/27/2014	7/30/2014	33	346,476	508	6/27/2014	7/30/2014	33	0	6/27/2014	7/30/2014	33	1,367		
7/30/2014	8/28/2014	29	312,894	528	7/30/2014	8/28/2014	29	0	7/30/2014	8/28/2014	29	392		
8/28/2014	9/29/2014	32	334,032	518	8/28/2014	9/29/2014	32	0	8/28/2014	9/29/2014	32	1		

Regional Airport

Table II.2 Regional Airport Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
081099-002	5886261792	081100-002
081100-002		081109-004
081100-002		085012-001
081109-004		085015-001
081227-001		085018-001
081227-001		085150-001
085002-001		085170-001
085015-001		085170-001
085016-001		
085018-001		
085022-001		
085025-001		
085026-001		
085148-001		
085149-001		
085150-001		
085159-001		
085170-001		

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Electricity Consumption				Fuel Consumption				Water Consumption				
Account # 081099-002, 081100-002, 081100-002, 081109-004, 081227-0				Account # 5886261792				Account # 081100-002, 081109-004, 085012-001, 08				
Rate Type: Wholesale				Rate Type: GCSV				Rate Type:				
Begin Date	End Date	# of Days	Total KWH	Demand kW	Begin Date	End Date	# of Days	LCD Therms	Begin Date	End Date	# of Days	Usage kGal
9/30/2013	10/30/2013	30	39,701	177	9/30/2013	10/30/2013	30	8	9/30/2013	10/30/2013	30	78
10/30/2013	11/26/2013	27	40,574	189	10/30/2013	11/26/2013	27	331	10/30/2013	11/26/2013	27	38
11/26/2013	12/26/2013	30	53,997	197	11/26/2013	12/26/2013	30	956	11/26/2013	12/26/2013	30	33
12/26/2013	1/29/2014	34	69,891	221	12/26/2013	1/29/2014	34	1,221	12/26/2013	1/29/2014	34	41
1/29/2014	2/28/2014	30	55,462	186	1/29/2014	2/28/2014	30	1,389	1/29/2014	2/28/2014	30	89
2/28/2014	3/28/2014	28	63,962	206	2/28/2014	3/28/2014	28	998	2/28/2014	3/28/2014	28	22
3/28/2014	4/30/2014	33	46,446	192	3/28/2014	4/30/2014	33	547	3/28/2014	4/30/2014	33	36
4/30/2014	5/30/2014	30	47,058	192	4/30/2014	5/30/2014	30	369	4/30/2014	5/30/2014	30	211
5/30/2014	6/27/2014	28	48,988	197	5/30/2014	6/27/2014	28	38	5/30/2014	6/27/2014	28	95
6/27/2014	7/30/2014	33	55,955	198	6/27/2014	7/30/2014	33	3	6/27/2014	7/30/2014	33	114
7/30/2014	8/28/2014	29	49,233	194	7/30/2014	8/28/2014	29	4	7/30/2014	8/28/2014	29	128
8/28/2014	9/29/2014	32	45,160	185	8/28/2014	9/29/2014	32	3	8/28/2014	9/29/2014	32	107

City Administration Center

Table II.3 City Administration Center Account Numbers and Baseline Data

Account Numbers	
Electric	Water
087113-001	087113-001
Natural Gas	
5819692826	

Electricity Consumption						Fuel Consumption						Water Consumption					
Account # 087113-001 Rate Type: Wholesale						Account # 5819692826 Rate Type: GC-SV						Account # 087113-001 Rate Type:					
Begin Date	End Date	# of Days	Total KWH	Demand kW		Begin Date	End Date	# of Days	LCD Therms		Begin Date	End Date	# of Days	Usage kGal			
9/30/2013	10/30/2013	30	19,800	55		9/30/2013	10/30/2013	30	25		9/30/2013	10/30/2013	30	209			
10/30/2013	11/26/2013	27	17,520	46		10/30/2013	11/26/2013	27	107		10/30/2013	11/26/2013	27	11			
11/26/2013	12/26/2013	30	19,680	50		11/26/2013	12/26/2013	30	802		11/26/2013	12/26/2013	30	6			
12/26/2013	1/29/2014	34	23,040	48		12/26/2013	1/29/2014	34	874		12/26/2013	1/29/2014	34	7			
1/29/2014	2/28/2014	30	18,720	43		1/29/2014	2/28/2014	30	967		1/29/2014	2/28/2014	30	6			
2/28/2014	3/28/2014	28	18,960	46		2/28/2014	3/28/2014	28	579		2/28/2014	3/28/2014	28	8			
3/28/2014	4/30/2014	33	21,120	56		3/28/2014	4/30/2014	33	172		3/28/2014	4/30/2014	33	40			
4/30/2014	5/30/2014	30	21,600	70		4/30/2014	5/30/2014	30	35		4/30/2014	5/30/2014	30	61			
5/30/2014	6/27/2014	28	22,680	78		5/30/2014	6/27/2014	28	29		5/30/2014	6/27/2014	28	44			
6/27/2014	7/29/2014	32	28,320	74		6/27/2014	7/29/2014	32	27		6/27/2014	7/29/2014	32	125			
7/29/2014	8/28/2014	30	26,400	73		7/29/2014	8/28/2014	30	23		7/29/2014	8/28/2014	30	159			
8/28/2014	9/29/2014	32	26,280	76		8/28/2014	9/29/2014	32	26		8/28/2014	9/29/2014	32	135			

Public Works – Fleet Maintenance

Table II.4 Public Works – Fleet Maintenance Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
087011-001	7443294928	087011-001
087503-001	6760988208	087410-001
	2081176766	087595-001

Electricity Consumption				Fuel Consumption				Water Consumption						
Account # Fleet Maintenance Combined Rate Type: Wholesale				Account # Fleet Maintenance Combined Rate Type: GC-TS				Account # Fleet Maintenance Combined Rate Type:						
Begin Date	End Date	# of Days	Total KWH	Begin Date	End Date	# of Days	Demand kW	Begin Date	End Date	# of Days	Begin Date	End Date	# of Days	Usage kGal
9/30/2013	10/30/2013	30	2,694	9/30/2013	10/30/2013	30	28	9/30/2013	10/30/2013	30	9/30/2013	10/30/2013	30	3
10/30/2013	11/26/2013	27	2,841	10/30/2013	11/26/2013	27	29	10/30/2013	11/26/2013	27	10/30/2013	11/26/2013	27	3
11/26/2013	12/26/2013	30	4,699	11/26/2013	12/26/2013	30	22	11/26/2013	12/26/2013	30	11/26/2013	12/26/2013	30	2
12/26/2013	1/29/2014	34	5,184	12/26/2013	1/29/2014	34	20	12/26/2013	1/29/2014	34	12/26/2013	1/29/2014	34	2
1/29/2014	2/28/2014	30	3,831	1/29/2014	2/28/2014	30	31	1/29/2014	2/28/2014	28	1/29/2014	2/28/2014	30	3
2/28/2014	3/28/2014	28	3,921	2/28/2014	3/28/2014	28	23	2/28/2014	3/28/2014	28	2/28/2014	3/28/2014	28	2
3/28/2014	4/30/2014	33	2,140	3/28/2014	4/30/2014	33	65	3/28/2014	4/30/2014	33	3/28/2014	4/30/2014	33	7
4/30/2014	5/30/2014	30	1,702	4/30/2014	5/30/2014	30	38	4/30/2014	5/30/2014	30	4/30/2014	5/30/2014	30	4
5/30/2014	6/27/2014	28	1,691	5/30/2014	6/27/2014	28	45	5/30/2014	6/27/2014	28	5/30/2014	6/27/2014	28	5
6/27/2014	7/30/2014	33	2,298	6/27/2014	7/30/2014	33	54	6/27/2014	7/30/2014	33	6/27/2014	7/30/2014	33	5
7/30/2014	8/28/2014	29	2,131	7/30/2014	8/28/2014	29	46	7/30/2014	8/28/2014	29	7/30/2014	8/28/2014	29	5
8/28/2014	9/29/2014	32	1,879	8/28/2014	9/29/2014	32	44	8/28/2014	9/29/2014	32	8/28/2014	9/29/2014	32	4

Solid Waste Recycling/Traffic

Account Numbers		
Electric	Natural Gas	Water
087165-001	9368196035	087165-001
087010-001		087166-001

Table II.5 Solid Waste Recycling/Traffic Account Numbers and Baseline Data

Electricity Consumption				Fuel Consumption				Water Consumption				
Account # 087165-001, 087010-001				Account # 9.368E+09				Account # 087165-001, 087166-001				
Rate Type: Wholesale				Rate Type: GC-TS				Rate Type:				
Begin Date	End Date	# of Days	Total KWH	Demand kW	Begin Date	End Date	# of Days	LCD Therms	Begin Date	End Date	# of Days	Usage kGal
9/30/2013	10/30/2013	30	9,520	116	9/30/2013	10/30/2013	30	9	9/30/2013	10/30/2013	30	12
10/30/2013	11/26/2013	27	10,080	25	10/30/2013	11/26/2013	27	1,083	10/30/2013	11/26/2013	27	3
11/26/2013	12/26/2013	30	11,920	31	11/26/2013	12/26/2013	30	2,199	11/26/2013	12/26/2013	30	3
12/26/2013	1/29/2014	34	12,920	26	12/26/2013	1/29/2014	34	2,138	12/26/2013	1/29/2014	34	3
1/29/2014	2/28/2014	30	13,760	24	1/29/2014	2/28/2014	30	2,458	1/29/2014	2/28/2014	30	2
2/28/2014	3/28/2014	28	9,160	29	2/28/2014	3/28/2014	28	1,356	2/28/2014	3/28/2014	28	3
3/28/2014	4/30/2014	33	11,200	33	3/28/2014	4/30/2014	33	743	3/28/2014	4/30/2014	33	3
4/30/2014	5/30/2014	30	8,560	46	4/30/2014	5/30/2014	30	164	4/30/2014	5/30/2014	30	5
5/30/2014	6/27/2014	28	7,120	33	5/30/2014	6/27/2014	28	2	5/30/2014	6/27/2014	28	3
6/27/2014	7/30/2014	33	9,000	39	6/27/2014	7/30/2014	33	3	6/27/2014	7/30/2014	33	4
7/30/2014	8/28/2014	29	8,680	52	7/30/2014	8/28/2014	29	3	7/30/2014	8/28/2014	29	5
8/28/2014	9/29/2014	32	8,920	40	8/28/2014	9/29/2014	32	4	8/28/2014	9/29/2014	32	4

Lee Richardson Zoo and Finnup Center

Table II.6 Lee Richardson Zoo and Finnup Center Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
083102-001	Not Provided	087121-001
087121-001		087125-001
087126-001		087126-001
087127-001		087129-001
087128-001		087138-001
087129-001		087141-001
087131-001		087146-001
087134-001		087147-001
087139-001		087149-001
087140-001		087151-001
087149-001		087157-001
087156-001		087390-001
087423-001		087410-001
087447-001		087411-001
087504-001		087439-001
087505-001		087447-001
087545-001		087509-001
087546-001		087511-001
087558-001		087598-001
087597-001		087614-001
087616-001		087650-001
087619-001		087665-001
087626-001		087667-001
087663-001		087676-001
087673-001		087701-001
087700-001		087723-001
087709-001		
087710-001		

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Electricity Consumption						Water Consumption			
Account # Finnup Center and Zoo Combined Rate Type: Wholesale						Account # Finnup Center and Zoo Combined Rate Type:			
Begin Date	End Date	# of Days	Total KWH	Demand kW		Begin Date	End Date	# of Days	Usage kGal
9/30/2013	10/30/2013	30	47,280	187		9/30/2013	10/30/2013	30	2,454
10/30/2013	11/26/2013	27	59,806	169		10/30/2013	11/26/2013	27	1,308
11/26/2013	12/26/2013	30	86,622	171		11/26/2013	12/26/2013	30	3,676
12/26/2013	1/29/2014	34	92,473	163		12/26/2013	1/29/2014	34	3,010
1/29/2014	2/28/2014	30	75,029	169		1/29/2014	2/28/2014	30	1,062
2/28/2014	3/28/2014	28	87,497	175		2/28/2014	3/28/2014	28	4,506
3/28/2014	4/30/2014	33	58,878	197		3/28/2014	4/30/2014	33	4,599
4/30/2014	5/30/2014	30	41,113	184		4/30/2014	5/30/2014	30	10,144
5/30/2014	6/27/2014	28	41,298	162		5/30/2014	6/27/2014	28	4,784
6/27/2014	7/30/2014	33	52,317	157		6/27/2014	7/30/2014	33	7,971
7/30/2014	8/28/2014	29	35,727	149		7/30/2014	8/28/2014	29	8,031
8/28/2014	9/29/2014	32	44,667	193		8/28/2014	9/29/2014	32	8,192

Garden City, Kansas
Investment Grade Audit &
Project Proposal



City Pool

Table II.7 City Pool Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
087118-001	N/A	087115-001
087610-001		087117-001
		087118-001
		087119-001
		087120-001

Electricity Consumption						Water Consumption			
Account # 087118-001, 087610-001						Account # 087115-001, 087117-001, 087118-001			
Rate Type: Wholesale						Rate Type:			
Begin Date	End Date	# of Days	Total KWH	Demand kW	Begin Date	End Date	# of Days	Usage kGal	
9/30/2013	10/30/2013	30	590	3,839	9/30/2013	10/30/2013	30	384	
10/30/2013	11/26/2013	27	389	863	10/30/2013	11/26/2013	27	86	
11/26/2013	12/26/2013	30	466	0	11/26/2013	12/26/2013	30	0	
12/26/2013	1/29/2014	34	391	0	12/26/2013	1/29/2014	34	0	
1/29/2014	2/28/2014	30	280	15	1/29/2014	2/28/2014	30	2	
2/28/2014	3/28/2014	28	156	0	2/28/2014	3/28/2014	28	0	
3/28/2014	4/30/2014	33	174	1,898	3/28/2014	4/30/2014	33	190	
4/30/2014	5/30/2014	30	2,107	77,868	4/30/2014	5/30/2014	30	7,787	
5/30/2014	6/27/2014	28	57,027	102,928	5/30/2014	6/27/2014	28	10,293	
6/27/2014	7/30/2014	33	50,387	109,633	6/27/2014	7/30/2014	33	10,963	
7/30/2014	8/28/2014	29	24,261	39,567	7/30/2014	8/28/2014	29	3,957	
8/28/2014	9/29/2014	32	5,929	7,835	8/28/2014	9/29/2014	32	784	

Recreation Center Facility and Gymnasium Addition

Table II.8 Recreation Center Facility and Gymnasium Addition Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
087421-001	N/A	087421-001

Electricity Consumption										Water Consumption			
Account # 087421-001										Account # 087421-001			
Rate Type: Wholesale										Rate Type:			
Begin Date	End Date	# of Days	Total KWH	Demand kW	Begin Date	End Date	# of Days	Usage	kGal				
9/30/2013	10/30/2013	30	13,520	125	9/30/2013	10/30/2013	30	13					
10/30/2013	11/26/2013	27	16,080	157	10/30/2013	11/26/2013	27	16					
11/26/2013	12/26/2013	30	19,440	122	11/26/2013	12/26/2013	30	12					
12/26/2013	1/29/2014	34	16,560	159	12/26/2013	1/29/2014	34	16					
1/29/2014	2/28/2014	30	16,720	149	1/29/2014	2/28/2014	30	15					
2/28/2014	3/28/2014	28	14,240	170	2/28/2014	3/28/2014	28	17					
3/28/2014	4/30/2014	33	13,280	146	3/28/2014	4/30/2014	33	15					
4/30/2014	5/30/2014	30	19,280	127	4/30/2014	5/30/2014	30	13					
5/30/2014	6/27/2014	28	24,160	99	5/30/2014	6/27/2014	28	10					
6/27/2014	7/30/2014	33	20,720	183	6/27/2014	7/30/2014	33	18					
7/30/2014	8/28/2014	29	18,880	90	7/30/2014	8/28/2014	29	9					
8/28/2014	9/29/2014	32	0	143	8/28/2014	9/29/2014	32	14					

Buffalo Dunes Golf Course

Table II.9 Buffalo Dunes Golf Course Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
087458-001	Not Provided	N/A
087604-001		
087696-001		
087003-001		
087453-001		
087640-001		
087001-007		

Electricity Consumption					
Account # Combined					
Rate Type: Wholesale					
Begin Date	End Date	# of Days	Total KWH	Demand kW	
9/30/2013	10/30/2013	30	46,701	232	
10/30/2013	11/26/2013	27	26,651	214	
11/26/2013	12/26/2013	30	18,722	166	
12/26/2013	1/29/2014	34	24,414	123	
1/29/2014	2/28/2014	30	21,203	159	
2/28/2014	3/28/2014	28	25,322	236	
3/28/2014	4/30/2014	33	51,691	228	
4/30/2014	5/30/2014	30	63,154	215	
5/30/2014	6/27/2014	28	55,164	205	
6/27/2014	7/30/2014	33	66,973	198	
7/30/2014	8/28/2014	29	65,709	205	
8/28/2014	9/29/2014	32	61,843	228	

Water Department Warehouse and Office

Table II.10 Water Department Warehouse and Office Account Numbers and Baseline Data

Account Numbers		
Electric	Natural Gas	Water
087014-001	6668569628	087015-001
087015-001		

Electricity Consumption						Fuel Consumption						Water Consumption					
Account # 087014-001, 087015-001						Account # 6668569628						Account # 087015-001					
Rate Type: Wholesale						GC-TS						Rate Type:					
Begin Date	End Date	# of Days	Total KWH	Demand kW		Begin Date	End Date	# of Days	LCD Therms		Begin Date	End Date	# of Days	Usage kGal			
9/30/2013	10/30/2013	30	2,591	498		9/30/2013	10/30/2013	30	21		9/30/2013	10/30/2013	30	50			
10/30/2013	11/26/2013	27	2,493	161		10/30/2013	11/26/2013	27	329		10/30/2013	11/26/2013	27	16			
11/26/2013	12/26/2013	30	2,927	30		11/26/2013	12/26/2013	30	1,104		11/26/2013	12/26/2013	30	3			
12/26/2013	1/29/2014	34	3,543	50		12/26/2013	1/29/2014	34	1,198		12/26/2013	1/29/2014	34	5			
1/29/2014	2/28/2014	30	2,917	29		1/29/2014	2/28/2014	30	1,362		1/29/2014	2/28/2014	30	3			
2/28/2014	3/28/2014	28	2,820	34		2/28/2014	3/28/2014	28	890		2/28/2014	3/28/2014	28	3			
3/28/2014	4/30/2014	33	2,916	135		3/28/2014	4/30/2014	33	391		3/28/2014	4/30/2014	33	14			
4/30/2014	5/30/2014	30	3,347	537		4/30/2014	5/30/2014	30	25		4/30/2014	5/30/2014	30	54			
5/30/2014	6/27/2014	28	4,472	303		5/30/2014	6/27/2014	28	0		5/30/2014	6/27/2014	28	30			
6/27/2014	7/30/2014	33	4,568	416		6/27/2014	7/30/2014	33	0		6/27/2014	7/30/2014	33	42			
7/30/2014	8/28/2014	29	3,721	266		7/30/2014	8/28/2014	29	0		7/30/2014	8/28/2014	29	27			
8/28/2014	9/29/2014	32	3,541	187		8/28/2014	9/29/2014	32	0		8/28/2014	9/29/2014	32	19			

Labrador Fire Station and Addition

Table II.11 Labrador Fire Station and Addition Account Numbers and Baseline Data

Account Numbers	
Electric	Natural Gas
087168-001	2030379529
Water	
087168-001	087168-001

Electricity Consumption				Fuel Consumption				Water Consumption			
Account # 087168-001 Rate Type: Wholesale				Account # 2030379529 Rate Type: GC-SV				Account # 087168-001 Rate Type:			
Begin Date	End Date	# of Days	Demand kW	Begin Date	End Date	# of Days	LCD Therms	Begin Date	End Date	# of Days	Usage kGal
9/30/2013	10/30/2013	30	13	9/30/2013	10/30/2013	30	55	9/30/2013	10/30/2013	30	48
10/30/2013	11/26/2013	27	12	10/30/2013	11/26/2013	27	217	10/30/2013	11/26/2013	27	9
11/26/2013	12/26/2013	30	12	11/26/2013	12/26/2013	30	688	11/26/2013	12/26/2013	30	24
12/26/2013	1/29/2014	34	12	12/26/2013	1/29/2014	34	881	12/26/2013	1/29/2014	34	16
1/29/2014	2/28/2014	30	10	1/29/2014	2/28/2014	30	833	1/29/2014	2/28/2014	30	9
2/28/2014	3/28/2014	28	11	2/28/2014	3/28/2014	28	619	2/28/2014	3/28/2014	28	20
3/28/2014	4/30/2014	33	15	3/28/2014	4/30/2014	33	345	3/28/2014	4/30/2014	33	39
4/30/2014	5/30/2014	30	20	4/30/2014	5/30/2014	30	113	4/30/2014	5/30/2014	30	115
5/30/2014	6/27/2014	28	20	5/30/2014	6/27/2014	28	58	5/30/2014	6/27/2014	28	59
6/27/2014	7/30/2014	33	23	6/27/2014	7/30/2014	33	55	6/27/2014	7/30/2014	33	95
7/30/2014	8/28/2014	29	24	7/30/2014	8/28/2014	29	64	7/30/2014	8/28/2014	29	120
8/28/2014	9/29/2014	32	20	8/28/2014	9/29/2014	32	56	8/28/2014	9/29/2014	32	47

D. OPERATIONAL BASELINE COSTS

Siemens calculated the operational savings resulting from the lighting retrofits. Other operational savings may result from the implementation of this project, but are more difficult to quantify financially.

E. UNIT ENERGY COSTS AND ANNUAL ESCALATION

Utility costs used for savings calculations are based on Garden City Electric, Water, and Wastewater rates and Black Hills Energy baseline average costs. The escalation rates in Table II.12 will be applied to the utility rates.

Table II.12 Escalation Rates

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Electric Energy	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Electric Demand	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Natural Gas	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Operational/Other	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%

Electric Rate

Service Provider: Garden City Electric Department
 Rate Description: Retail Rate
 Charges: Demand \$11.86/kW
 Consumption \$0.06059/kWh
 Applicable Accounts: Waste Water Treatment Plant

Service Provider: Garden City Electric Department
 Rate Description: Wholesale Rate
 Charges: Consumption \$0.065/kWh
 Applicable Accounts: All accounts except Waste Water Treatment Plant

Natural Gas Rate

Service Provider: Black Hills Energy
 Baseline Period: October 2013 – September 2014
 Average Rate: \$0.844/Therm

Water Rate

Service Provider: Garden City Water Department
 Rate Description: Commercial
 Charges: \$1.86/kGal

Water Rate

Service Provider: Garden City Wastewater Department
 Rate Description: Commercial
 Charges: \$2.00/kGal

F. UTILITY RATES

Garden City and Siemens agree that all savings, whose calculations are detailed in Section IV, will be calculated according to the rates for each building's respective utility provider.

Section III – Existing Building Conditions

The following section gives general descriptions of the buildings included in the scope of work for the Technical Energy Audit. Additional relevant detail for any specific equipment being replaced including lighting and mechanical equipment is included in the FIM descriptions in Section IV. Table III.1 below lists the buildings included in the audit.

Table III.1: Building List

Department	Building Name	Address	Area
WWTP	Maintenance Building	345 S. Jennie Barker Road	2,925
WWTP	Pretreatment Works	345 S. Jennie Barker Road	2,418
WWTP	Sludge Holding Pump Station	345 S. Jennie Barker Road	528
WWTP	WWTP - Admin & Laboratory Building	345 S. Jennie Barker Road	2,720
WWTP	UV Building	345 S. Jennie Barker Road	1,248
WWTP	Solids Processing Building	345 S. Jennie Barker Road	14,271
WWTP	Vehicle Storage Building	345 S. Jennie Barker Road	1,664
Regional Airport	Airport Terminal	2225 South Air Service Road	4,043
Regional Airport	Airport Office	2225 South Air Service Road	5,705
Regional Airport	Flight Deck Restaurant	2225 South Air Service Road	2,580
Regional Airport	Air Traffic Control Tower	2245 South Air Service Road	16,250
Regional Airport	EagleMed Office	2145 South Air Service Road	19,824
Public Works	City Administration Center	301 N 8th St	24,108
Public Works	Warehouse & Office	105 S. 10th	6,000
Public Works	Maintenance Building	103 S. 9th	12,000
Public Works	Pesticide Storage	103 S. 10th	576

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Department	Building Name	Address	Area
Public Works	Solid Waste Recycling/Traffic	125 JC	
Zoo	Safari Shoppe	405 S. 4th	1,634
Zoo	Monkey House	510 S. 5th	1,530
Zoo	Pachyderm House #2	501 S. 4th	4,928
Zoo	Animal Holding Facility	401 Downie Dr	1,800
Zoo	Giraffe House	502 S. 5th	1,440
Zoo	Shop & Commissary Building	301 Downie Dr	7,600
Zoo	Animal Clinic/Office	305 Downie Dr	1,800
Zoo	Feline House - Lions & Tigers	402 Walters Dr	1,200
Zoo	African Hoof Stock Building	401 Walters Dr	1,575
Zoo	North American Hoof Stock Building	212 Downie Dr	3,000
Zoo	Aviary Building	508 S. 5th	900
Zoo	Hay Barn	403 Downie Dr	3,200
Zoo	Finnup Park - Zoo Entrance	502 S. 4th	64
Zoo	Restroom - West Side LRZ	524 "Y" Drive	750
Zoo	Wild Asia Building #1	207 "Y" Drive	600
Zoo	Wild Asia Building #2	207 "Y" Drive	340
Zoo	Wild Asia Building #3	207 "Y" Drive	352
Zoo	Wild Asia Building #4	207 "Y" Drive	240
Zoo	Wild Asia Building #5	207 "Y" Drive	600
Zoo	Wild Asia Building #6	207 "Y" Drive	405
Zoo	Wild Asia Building #7	207 "Y" Drive	960
Zoo	Wild Asia Building #8	207 "Y" Drive	36

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Department	Building Name	Address	Area
Zoo	Wild Asia Building #9	207 "Y" Drive	255
Zoo	Wild Asia Building #11	207 "Y" Drive	100
Zoo	Wild Asia Building #12	207 "Y" Drive	480
Zoo	Wild Asia Building #13	207 "Y" Drive	60
Zoo	Picnic Shelter on West Side	Downie Dr	800
Zoo	Gazebo on West Side LRZ	Downie Dr	625
Zoo	South American Pampas Hoofstock Building	302 Downie Dr	408
Zoo	Flamingo Buildings	514 S. 5th	250
Zoo	Finnup center	312 Finnup Drive	10,000
Zoo	Main Entrance Restroom (Train)	409.5 S 4th St	348
Zoo	Giraffe Barn Addition	502 S 5th	1,440
Zoo	Black Bear Exhibit	209 "Y" Drive	2,160
Zoo	Zoo Shop/Commisary Addition	301 Downie Dr	1,440
Zoo	Kansas Waters Exhibit (Otters)	501 S 5th	520
Zoo	Elephant Storage Shed		352
Zoo	Garage	311 Downie Dr	1,120
Zoo	Restroom - South Side (Cat)	302 Walters	374
Zoo	Tortoise Building	510 S. 5th	340
Zoo	Cat Canyon Viewing (Bobcat)	511 S 5th	
Zoo	Cat Canyon Holding (Jaguar/Puma)	521 S 5th	
Zoo	Bactrian Camel	202 Carter	
Recreation	City Pool	504 E. Maple	N/A
Recreation	Recreation Center Facility	310 N. 6th St	10,000

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Department	Building Name	Address	Area
Recreation	Gymnasium Additon	310 N. 6th St	11,250
Recreation	Clint Lightner Baseball Field	706 E. Maple	N/A
Recreation	Academy Baseball Field/Tangeman Sports Complex	Gene Street/2301 E Spruce	N/A
Recreation	Cleaver Field	702 Downey Drive	N/A
Recreation	Fansler Field	702 Riverside Drive	N/A
Recreation	Finnup Park Basketball And Fusal Courts	502 E Maple	N/A
Recreation	Grimsley/Harmon Tennis Courts	112 W Hazel	N/A
Recreation	Charles Peebles Complex	518 S 9th	N/A
Recreation	Deane Wiley Park Softball Fields	2406 N Campus Dr	N/A
Recreation	Martin Esquivel Soccer Complex	Fleming & Mary St.	N/A
Recreation	Garcia Soccer Park	3502 E Spruce	N/A
Buffalo Dunes	Metal Maintenance Storage	South Star Route	2,100
Buffalo Dunes	#14 Restroom	South Star Route	625
Buffalo Dunes	Pro Shop & Shop Storage	South Star Route	2,700
Buffalo Dunes	Main Maintenance Building	South Star Route	3,200
Water	Warehouse & Office	106 S. 11th	7,200
Water	Warehouse & Office	106 S. 11th	3,680
Fire	Labrador Fire Station & addition	1605 E. Mary	7,616

Waste Water Treatment Plant



General

The Waste Water Treatment Plant (WWTP) consists of the Admin & Laboratory Building (2,720 ft²), Pretreatment Works (2,418 ft²), Sludge Holding Pump Station (528 ft²), Maintenance Building (2,925 ft²), UV Building (1,248 ft²), Solids Processing Building (14,271 ft²), Vehicle Storage Building (1,664ft²), and various process related structures. The WWTP was renovated in 1999. At that time, the Admin & Laboratory, UV Building, Solids Processing Building, and Vehicle Storage Building were added. The Solids Processing Building is a three story structure and the Pretreatment Works building is a two story structure. All other buildings are single story. The following table summarizes the various construction types:

Building	Wall Construction	Roof Construction	Windows
Admin & Laboratory	Wood frame with split face CMU veneer	Wood frame with standing seam roof	Double pane in aluminum frame
Maintenance Building	CMU	Built up roofing	N/A
Solids Processing	CMU	Membrane on pre cast concrete deck	Glass block
UV Building	CMU	Membrane on pre cast concrete deck	Glass block
Pretreatment Works	Brick	Built up roofing on concrete deck	Single pane in metal frame
Vehicle Storage	Fabricated metal panels	Fabricated metal panels	N/A
Aerobic Digester Tank	Concrete	N/A	N/A

Building	Wall Construction	Roof Construction	Windows
Sludge Holding Pump Station	Brick	Built up roofing on concrete deck	Single pane in metal frame
Oxidation Ditch	Concrete	N/A	N/A

Occupancy

The WWTP facility is operates year round and is occupied daily from 7:00 am to 4:00 pm.

Lighting Systems

The newer buildings are served primarily by four foot fluorescent fixtures containing 32 watt T8 lamps and electronic ballasts. Older buildings in the complex are served by four foot fluorescent fixtures containing 34 watt T12 lamps and magnetic ballasts. The buildings also contain several incandescent fixtures, including exit signs and exterior building fixtures. General area lighting is accomplished by pole mounted high pressure sodium fixtures.

Heating and Cooling Systems

The following table summarizes the various heating and cooling equipment serving the facilities:

Building	Equipment	Description	Capacity
Admin & Laboratory	F-1	Gas fired furnace	37,000 Btu/hr output
Admin & Laboratory	F-2	Gas fired furnace	56,000 Btu/hr output
Admin & Laboratory	F-3	Gas fired furnace	37,000 Btu/hr output
Admin & Laboratory	CU-1	Condensing unit	22,400 Btu/hr total cooling
Admin & Laboratory	CU-2	Condensing unit	33,800 Btu/hr total cooling
Admin & Laboratory	CU-3	Condensing unit	29,000 Btu/hr total cooling
Admin & Laboratory	MAU-4	Gas fired make-up air unit	57,750 Btu/hr output
Maintenance Building	FCU-2	Electric fan coil unit	5 kW
Maintenance Building	CU-5	Condensing unit	25,400 Btu/hr total cooling
Solids Processing	FCU-3	Electric fan coil unit	5 kW

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Building	Equipment	Description	Capacity
Solids Processing	CU-6	Condensing unit	40,800 Btu/hr total cooling
Solids Processing	MAU-2	Electric make-up air unit	400,000 Btu/hr output
Solids Processing	MAU-3	Electric make-up air unit	500,000 Btu/hr output
Solids Processing	UH-6	Gas fired unit heater	106,600 Btu/hr output
Solids Processing	UH-7	Gas fired unit heater	106,600 Btu/hr output
Solids Processing	UH-8	Gas fired unit heater	106,600 Btu/hr output
Solids Processing	UH-9	Gas fired unit heater	106,600 Btu/hr output
Solids Processing	UH-10	Gas fired unit heater	24,000 Btu/hr output
Solids Processing	UH-11	Gas fired unit heater	24,000 Btu/hr output
UV Building	UH-4	Gas fired unit heater	106,600 Btu/hr output
UV Building	UH-5	Gas fired unit heater	106,600 Btu/hr output
Pretreatment Works	MAU-1	Electric make-up air unit	200,000 Btu/hr output
Pretreatment Works	UH-3	Gas fired unit heater	106,600 Btu/hr output
Vehicle Storage	UH-1	Gas fired unit heater	40,000 Btu/hr output
Vehicle Storage	UH-2	Gas fired unit heater	40,000 Btu/hr output
Sludge Holding Pump Station	FCU-4	Electric fan coil unit	5 kW
Sludge Holding Pump Station	CU-7	Condensing unit	20,000 Btu/hr total cooling
Sludge Holding Pump Station	UH-12	Gas fired unit heater	106,600 Btu/hr output

Temperature Control

Existing HVAC equipment is controlled by local single temperature thermostats. Programmable thermostats were originally installed in the Administration and Laboratory buildings but have since been removed and replaced with standard single set point thermostats.

Regional Airport



General

The Regional Airport consists of the Airport Terminal (4,043 ft²), Airport Office (5,705 ft²), Flight Deck Restaurant (2,580 ft²), Air Traffic Control Tower (16,250 ft²), and EagleMed Office (19,824 ft²). The Terminal was originally built in 1959, with additions for the Flight Deck Restaurant (1960s), Airport Office (1971), and security area (early 2000s). The Air Traffic Control Tower was built in 2008 and the EagleMed Office was built in the 1960s. The Airport Office is a two story structure and the Air Traffic Control Tower is effectively a three story structure. All other buildings are single story. The following table summarizes the various construction types.

Building	Wall Construction	Roof Construction	Windows
Airport Terminal	CMU with face brick exterior	Membrane on metal deck	Double pane in aluminum frame
Flight Deck Restaurant	CMU with face brick exterior	Membrane on concrete deck	Double pane in aluminum frame
Airport Office	CMU with face brick exterior	Membrane on concrete deck	Double pane in aluminum frame
Traffic Control Tower	Pre cast concrete	Membrane on metal deck	Double pane in aluminum frame

Building	Wall Construction	Roof Construction	Windows
EagleMed Office	CMU with face brick exterior	Asphalt shingles	Double pane in aluminum frame

Occupancy

The Terminal and Air Traffic Control Tower are occupied from 7:00 am to 9:00 pm. The Airport Office is occupied Monday through Friday from 8:00 am to 6:00 pm. The Flight Deck Restaurant is open from 11:00 am to 9:00 pm. The EagleMed Office is occupied 24/7.

Lighting Systems

The airport buildings are served primarily by four foot fluorescent. Approximately 60% of these fixtures contain 32 watt T8 lamps and electronic ballasts. The remaining 40% of these fixtures contain 34 watt T12 lamps and magnetic ballasts. Lighting in the hangars is accomplished with high pressure sodium lamps in high bay fixtures. Most exterior building lighting fixtures contain high pressure sodium lamps. Incandescent lamps are utilized in a few exterior fixtures as well as in many bathroom fixtures. Exit signs contain incandescent lamps.

Heating and Cooling Systems

The Airport Terminal is served by six natural gas fired furnaces with direct expansion (DX) cooling plus two natural gas fired package rooftop units serving the security area. The two furnaces serving the newly renovated lobby area are high efficiency condensing furnaces and the other furnaces are standard efficiency units. The Airport Office is served by three natural gas fired furnaces with DX cooling and additional package rooftop cooling only units. The Flight Deck Restaurant is served by a natural gas fired package rooftop unit. The Air Traffic Control Tower is served by package rooftop units with electric heating sections (Tower Cab), two package terminal air conditioning units (2nd Level), and one electric unit heater plus one natural gas fired infrared heater (1st Level). Additionally, there are three electric radiant panels serving the Tower Cab and 2nd Level).

Temperature Control

Space temperatures are controlled by single temperature thermostats, with each piece of equipment controlled by a dedicated thermostat. The thermostats in the Tower Cab are particularly problematic because they are susceptible to solar radiant heating and because the thermostats cannot automatically switch between heating and cooling modes during times when heating is required overnight but cooling is required during the day.

City Administration Center



General

The City Administration Center is a 24,108 ft², two story structure originally built in 1980. Wall construction is pre cast concrete panels with a built up roof. A window replacement project is scheduled to begin soon. There is significant air leakage around the existing entry doors.

Occupancy

The building is typically occupied Monday through Thursday from 7:30 am to 7:00 pm and Friday from 7:30 am to 5:00 pm.

Lighting Systems

The building is served primarily by fluorescent fixtures containing four foot T8 lamps and electronic ballasts. The building canopy lighting is accomplished with high pressure sodium fixtures. Exit signs contain incandescent lamps.

Heating and Cooling Systems

Heating and cooling needs of the building are served by fourteen natural gas fired furnaces with direct expansion (DX) cooling. The majority of the systems were installed around 1999, with the exception of the units serving server and IT areas that have been added more recently. One of the roof mounted condensing units was replaced in 2011.

Temperature Control

Space temperatures are controlled by programmable thermostats.

Public Works – Fleet Maintenance



General

The Fleet Maintenance Facility consists the Warehouse & Office (6,000 ft²), the Maintenance Building (12,000 ft²), and the Pesticide Storage building (576 ft²). All buildings are single story. The Warehouse and Office is concrete block construction with a wood frame roof and asphalt shingles. The Maintenance Building and the Pesticide Storage building are both fabricated metal construction with insulated walls. The roof of the Maintenance Building has a rubber coating but minimal insulation. There is significant air leakage around one of the overhead doors in the Maintenance Building.

Occupancy

The buildings are typically occupied Monday through Friday from 6:00 am to 4:00 pm. The Warehouse & Office building is expected to be demolished within the next five years.

Lighting Systems

The Maintenance Building utilizes metal halide lamps in both high bay and low bay fixtures. The office areas of the Warehouse & Office building utilize 32 watt T8 fluorescent lamps and the warehouse area utilizes 8 foot T12 fluorescent lamps. All lighting fixtures are controlled by wall switches.

Heating and Cooling Systems

The Warehouse & Office building utilizes two high efficiency natural gas fired furnaces with direct expansion (DX) cooling for the office area and two natural gas fired unit heaters for the warehouse area. The Maintenance Building is heated by natural gas fired infrared heaters as well as one waste oil heater. The Pesticide Storage building is not conditioned.

Temperature Control

Space temperatures are controlled by single temperature thermostats. The Maintenance Building and Warehouse area are maintained at 65°F.

Solid Waste Recycling/Traffic



General

The Solid Waste Recycling/Traffic building is a single story facility with an estimated construction time of the 1960s. The Traffic portion of the building is concrete block construction with exterior brick and built up roof. Windows are single pane glass in metal frames. The Solid Waste Recycling portion of the building is fabricated metal construction.

Lighting Systems

The building utilizes a variety of lighting types, including eight foot T12 fluorescent fixtures, four foot T8 fluorescent fixtures, T5 fluorescent high bay fixtures, and metal halide high bay fixtures.

Heating and Cooling Systems

The office area of the building is served by a natural gas fired furnace with direct expansion (DX) cooling. The truck bay and warehouse areas of the Traffic portion of the building are currently heated by natural gas fired unit heaters. The Solid Waste Recycling portion of the building is heated by natural gas fired infrared heaters.

Temperature Control

The office furnace is controlled by a programmable thermostat. All other heating equipment is controlled by single temperature thermostats.

Finnup Center



General

The Finnup Center is a single story 10,000 ft² facility located next to the Lee Richardson Zoo. The facility contains the education center and administrative office for the zoo. The building was originally constructed in 1996, with an addition in 2010. Walls are constructed of split-face block and the roof is decorative clay tile shingles on a metal frame. Windows are double pane glass in aluminum frames.

Occupancy

The building is open Monday through Friday from 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm.

Lighting Systems

The building utilizes a variety of lighting types, including four foot T8 fluorescent fixtures, eight foot T12 fluorescent fixtures, metal halide fixtures, and compact fluorescent fixtures. Exterior lighting fixtures utilize high pressure sodium lamps or compact fluorescent lamps.

Heating and Cooling Systems

The facility is served by five natural gas fired furnaces with direct expansion (DX) cooling and three natural gas fired package rooftop units.

Temperature Control

Each furnace and rooftop unit is controlled by a dedicated programmable thermostat. The thermostats have setpoints of 70°F and 62°F for the occupied and unoccupied periods respectively.

Lee Richardson Zoo



General

The Lee Richardson Zoo was originally established in 1927 as the Garden City Zoo. The facility consists of approximately 42 buildings that have been constructed between the 1920s and 2012. The following table presents information on the buildings included in the zoo:

Building	Building Area	Construction Type	Usage
Safari Shoppe and Zoo Shop/Commissary Addition	3,074	Brick	Visitor/retail
Monkey House	1,530	Brick	Animal habitat
Pachyderm House #2	4,928	Pre cast concrete	Animal habitat
Animal Holding Facility	1,800	Pre cast concrete	Animal holding
Giraffe House and Giraffe Barn Addition	2,880	Pre cast concrete	Animal habitat
Shop & Commissary Building	7,600	Fabricated metal	Maintenance shop/animal food prep
Animal Clinic/Office	1,800	Fabricated metal	Office
Feline House – Lions & Tigers	1,200	Concrete block	Animal habitat

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Building	Building Area	Construction Type	Usage
African Hoof Stock Building	1,575	Concrete block	Animal habitat
North American Hoof Stock Building	3,000	Fabricated metal	Animal habitat
Aviary Building	900	Concrete block	Animal habitat
Hay Barn	3,200	Fabricated metal	Storage
Restroom – West Side LRZ	750	Concrete block	Visitor
Wild Asia Building #1 (Bactrian Camel)	600	Concrete block	Animal habitat
Wild Asia Building #2 (Gaur Barn)	340	Concrete block	Animal habitat
Wild Asia Building #3 (Goral Barn)	352	Concrete block	Animal habitat
Wild Asia Building #4 (Sheep Barn)	240	Concrete block	Animal habitat
Wild Asia Building #6	405	Concrete block	Animal habitat
Wild Asia Building #7 (Red Panda)	960	Concrete block	Animal habitat
Wild Asia Building #8 (Siamang)	36	Concrete block	Animal habitat
Wild Asia Building #9 (Red Panda Barn)	255	Concrete block	Animal habitat
Wild Asia Building #11 (Black Bear Exhibit)	2,160	Concrete block	Animal habitat
Wild Asia Building #12 (Leopard Barn)	480	Concrete block	Animal habitat

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Building	Building Area	Construction Type	Usage
Wild Asia Building #13 (Pheasant Barn)	60	Concrete block	Animal habitat
South American Pampas Hoofstock Building	408	Concrete block	Animal habitat
Flamingo Building	250	Concrete block	Animal habitat
Main Entrance Restroom (Train)	348	Split face concrete block	Visitor
Kansas Waters Exhibit	520	Concrete	Animal Habitat
Elephant Storage Shed	352	Wood construction frame	Storage
Garage	1,120	Wood construction frame	Storage
Restroom – South side (Cat)	374	Concrete block	Visitor
Tortoise Building	340	Concrete block	Animal habitat
Cat Canyon Viewing (Bobcat)		Concrete block	Animal habitat
Cat Canyon Holding (Jaguar/Puma)		Concrete block	Animal habitat

Occupancy

The building is open Monday through Friday from 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm.

Lighting Systems

The zoo buildings utilize a variety of lighting types, including eight and four foot T12 fluorescent fixtures, four foot T8 fluorescent fixtures, T5 fluorescent high bay fixtures, incandescent fixtures, high pressure sodium fixtures, and metal halide fixtures. Exit fixtures utilize incandescent lamps. In some buildings, incandescent lamps are utilized as heat sources.

Heating and Cooling Systems and Temperature Control

The facility is served by five natural gas fired furnaces with direct expansion (DX) cooling and three natural gas fired package rooftop units.

Building	System Type	Quantity	Control Type
Safari Shoppe	Gas fired furnace with DX cooling	2	1 programmable thermostat, 1 single temperature thermostat
Monkey House	Electric unit heater	2	Single temperature thermostats
Pachyderm House #2	Gas fired infrared heater	3	Single temperature thermostats
Animal Holding Facility	Gas fired infrared heater	3	Single temperature thermostats
	Package terminal AC	1	
Giraffe House and Giraffe Barn Addition	Gas fired infrared heater	2	Single temperature thermostat
Shop & Commissary Building	Gas fired furnace	1	Programmable stat (set @ 73)
	Gas fired unit heater	1	Single temperature thermostat
	Gas fire infrared heater	1	Single temperature thermostat
Animal Clinic/Office	Gas fired furnace	1	Programmable thermostat
Feline House – Lions & Tigers	Electric unit heater	4	Single temperature thermostats
African Hoof Stock Building	Electrical radiant panels & heat lamps	4 est.	Single temperature thermostats
North American Hoof Stock Building	Gas fired infrared heater	1	Single temperature thermostat
Aviary Building	Gas fired infrared heater	2	Single temperature thermostat
Hay Barn	None	N/A	N/A
Restroom – West Side LRZ	Electric heat furnace with DX cooling	1	Programmable thermostat

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Building	System Type	Quantity	Control Type
Wild Asia Building #1 (Bactrian Camel)	Portable electric space heater to prevent pipe freeze	1	Integral controller
Wild Asia Building #2 (Gaur Barn)	Electric radiant panel	1	Single temperature thermostat
Wild Asia Building #3 (Goral Barn)	Heat lamps	As needed	On/off
Wild Asia Building #4 (Sheep Barn)	Heat lamps	As needed	On/off
Wild Asia Building #5 (Nocturnal Building)	Gas fired furnace with DX cooling	1	Single temperature thermostat
Wild Asia Building #7 (Red Panda)	Electric unit heater	1	Single temperature thermostat
	Window air conditioner	1	Integral controller
	Portable electric heater	1	Integral controller
Wild Asia Building #8 (Siamang Barn)	Package Terminal AC unit	1	Integral controller
Wild Asia Building #9 (Red Panda Barn)	Electric radiant panel	2	Single temperature thermostat
	Electric unit heater	1	Single temperature thermostat
	Split system cooling	1	Integral controller
Wild Asia Building #11 (Black Bear Exhibit)	Split system cooling	1	Integral controller
Wild Asia Building #12 (Leopard Barn)	Split system cooling	1	Integral controller
Wild Asia Building #13 (Pheasant Barn)	Heat lamp	1	On/off
South American Pampas Hoofstock Building	Electric unit heater	2	Single temperature thermostats
	Electric in floor heat boiler	1	
Flamingo Building	Gas fired unit heater	1	Single temperature thermostat

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Building	System Type	Quantity	Control Type
Main Entrance Restroom (Train)	Gas fired furnace with DX cooling	1	Single temperature thermostat
Kansas Waters Exhibit	Gas fired hot water boiler	1	Immersion sensor
Elephant Storage Shed	None	N/A	N/A
Garage	None	N/A	N/A
Restroom – South side (Cat)	Electric heat furnace with DX cooling	1	Single temperature thermostat
Tortoise Building	Electric quartz heater	2	Single temperature thermostats
	Electric in floor heat boiler	1	
Cat Canyon Viewing (Bobcat)	Electric unit heater	3	Single temperature thermostats
Cat Canyon Holding (Jaguar/Puma)	Electric unit heater	3	Single temperature thermostats

City Pool



General

The City Pool is the world's largest outdoor municipal concrete swimming pool. The pool holds 2.6 million gallons of water. The pool currently leaks a significant amount of water during the operating season.

Occupancy

The pool is open seasonally from approximately Memorial Day through Labor Day Monday through Thursday from 1:00 pm to 6:00 pm and Friday through Sunday and holidays from 1:00 pm to 7:00 pm.

Lighting Systems

The pool area is generally illuminated by 150 watt metal halide pole mounted fixtures. The ticket office and changing rooms primarily utilize compact fluorescent fixtures.

Pumping Systems

The main pool filtration system utilizes two 50 hp centrifugal pumps. These pumps run continuously during the pool season. The children's play area is served by a 10 hp circulating pump that operates continually from mid May through mid October. The discharge valve on this circulating pump is closed to approximately 50%.

Recreation Center Facility and Gymnasium Addition



General

The Recreation Center Facility is a single story 10,000 ft² building. The Gymnasium is an 11,250 ft² addition. The original building is brick construction and the addition is pre cast concrete construction. Windows are double pane glass in metal frames.

Occupancy

The building operates Monday through Thursday from 4:30 am to 9:00 pm, Friday from 4:30 am to 7:00 pm,

Lighting Systems

The building primarily utilizes four foot fluorescent fixtures containing 40 watt T12 lamps and magnetic ballasts. The basketball court utilizes 250 watt metal halide fixtures. Building exterior lighting is accomplished with high pressure sodium fixtures. Exit signs utilize incandescent lamps.

Heating and Cooling Systems

The original building is served by six package rooftop units with electric heating sections. The addition is served by two package rooftop units with electric heating sections. All of the rooftop units have been replaced within the last two years.

Temperature Control

Each rooftop unit is controlled by a programmable thermostat. Office areas are maintained at 72°F during occupied hours and the gymnasium and workout areas are maintained at 65°F during occupied hours.

Buffalo Dunes Golf Course



General

The Buffalo Dunes Golf Course is an 18 hole regulation golf course that contains the Pro Shop and Shop Storage (2,700 ft²), Main Maintenance Building (3,200 ft²), Metal Maintenance Storage (2,100 ft²), and Practice Building (unknown building area). The Pro Shop and Shop Storage is a two story structure, with the lower level used for storage and charging of 50 electric golf carts. All other buildings are single story. The following table summarizes the various construction types for the buildings:

Building	Wall Construction	Roof Construction	Windows
Pro Shop & Shop Storage	Wood frame construction	Asphalt shingles	Double pane in aluminum frame
Main Maintenance Building	Fabricated metal panels	Fabricated metal panels	Double pane in aluminum frame
Metal Maintenance Storage	Fabricated metal panels	Fabricated metal panels	None
Practice Building	Wood frame with insulated panels	Asphalt shingles	Double pane in aluminum frame

Occupancy

The course is open year round from 7:00 am until dark.

Lighting Systems

The Buffalo Dunes Golf Course buildings utilize a variety of lighting types, including four and eight foot T12 fluorescent fixtures, four foot T8 fluorescent fixtures, T5 fluorescent fixtures, and high pressure sodium fixtures. Exit signs are incandescent.

Heating and Cooling Systems

The upstairs of the Pro Shop and Shop Storage building is served by two natural gas fired furnaces with direct expansion (DX) cooling. The lower level of this building is not conditioned. The Main Maintenance Building bay areas are heated by one natural gas fired unit heater and three natural gas fired infrared heaters. The office area and restroom are heated by electric radiant heaters. The office area is also cooled by a window air conditioning unit. The Metal Maintenance Storage building utilizes an electric baseboard heater for freeze protection. The Practice Building is served by electric radiant heaters.

Temperature Control

All heating equipment is controlled by single temperature thermostats.

Water Department Warehouse and Office



General

The Water Department Office is a 3,680 square foot, single story structure that contains the offices and a truck bay. The building is brick construction with a built up roof. Windows in the office area double pane glass. Windows in the truck bay are single pane glass. The Warehouse portion of the building is a 7,200 square foot, single story fabricated metal structure.

Occupancy

The building is occupied Monday through Friday from 8:00 am to 5:00 pm.

Lighting Systems

The Office building utilizes four and eight foot fluorescent fixtures containing T12 lamps and magnetic ballasts. The Warehouse building utilizes metal halide lamps in low bay fixtures. Exit fixtures are incandescent.

Heating and Cooling Systems

The office area of the building is served by a natural gas fired furnace with direct expansion (DX) cooling. The truck bay contains three natural gas fired unit heaters (only one is functional) and one natural gas fired infrared heater. There is also a waste oil heater that is not functional. The warehouse portion of the building is heated by one natural gas fired infrared heater.

Temperature Control

All heating and cooling equipment is controlled by single temperature thermostats.

Labrador Fire Station and Addition



General

The Labrador Fire Station was originally built in 1979. It is a single story structure constructed of concrete masonry units with exterior brick and a built up roof. This portion of the building contains office areas and the truck bays. A single story addition with a basement was built in 2001. This addition contains the living quarters for the fire fighters. The total area for the building is 7,616 ft².

Occupancy

The fire station is occupied 24/7 by five on-duty fire fighters.

Lighting Systems

The original building utilizes four foot fluorescent fixtures containing 40 watt T12 lamps and magnetic ballasts. The addition utilizes 32 watt T8 lamps and electronic ballasts in four foot fluorescent fixtures. Exterior fixtures primarily utilize high pressure sodium lamps. Exit signs are incandescent.

Heating and Cooling Systems

The original building office areas are heated and cooled by one natural gas fired furnace with direct expansion (DX) cooling. The truck bay is served by two natural gas fired infrared heaters. The addition is heated and cooled by three high efficiency natural gas fired furnaces with DX cooling.

Temperature Control

All equipment in the original portion of the building is controlled by single temperature thermostats. The two furnaces serving the main level of the addition are controlled by non-programmable thermostats with separate setpoint for heating and cooling. The furnace serving the basement of the addition is controlled by a programmable thermostat that is programmed for a 68°F setpoint continuously.

SECTION IV – FACILITY IMPROVEMENT MEASURES

The following describes the recommended Facility Improvement Measures (FIMs) to be included in an Energy Performance Contract for Garden City, Kansas. Potential energy efficiency and peak energy reduction measures were identified for each facility based upon a detailed on-site inspection, a review of utility records, mechanical drawings, and interviews with facility personnel. The purpose of identifying these (FIMs) is to reduce operating cost, improve comfort conditions, and address operational and maintenance concerns at the City facilities. Estimates for total project costs, energy savings, and project economics were determined for each of the identified measures.

FIM 1.00: CITY WIDE – STREET LIGHTING RETROFITS



Cost:	\$ 2,108,023
Annual Energy Savings:	\$123,310
Associated Savings:	\$ 93,359
Simple Payback:	9.7 years

PRESENT CONDITIONS:

Throughout Garden City, street lighting is accomplished by 100 watt, 250 watt, and 400 watt metal halide fixtures. The lighting audit and design team surveyed all facilities and has developed a comprehensive plan for a lighting retrofit to utilize efficient lighting technologies to provide appropriate lighting levels for each of the different fixture type. The full lighting audit is included in Appendix A.1.

RECOMMENDED FACILITY IMPROVEMENT MEASURE:

New LED fixtures can be installed to replace the existing metal halide fixtures on the existing poles. These lighting upgrades will significantly reduce electricity usage and associated costs, standardize lamps and ballasts, and enhance the lighting levels throughout the city. Furthermore, maintenance will be reduced by having new lamps and ballasts, and by stocking the same types of lamps and ballasts for all the city fixtures. Siemens proposes to standardize around Osram-Sylvania products whenever possible.

Generally speaking, the Lighting Retrofit will consist of the following types of measures:

- Replacing a total of (291) 400 watt HID fixtures with new 153 watt LED fixtures on existing poles.
- Replacing a total of (1,075) 250 watt HID fixtures with new 101 watt LED fixtures on existing poles.
- Replacing a total of (2,043) 100 watt HID fixtures with new 53 watt LED fixtures on existing poles.
- Replacing a total of (102) 100 watt HID fixtures with new 26 watt LED fixtures on existing poles.
- Replacing a total of (14) 250 watt HID fixtures with new 26 watt LED fixtures on existing poles.

ASSUMPTIONS

Existing and retrofit fixture wattages are based on the data published by Xcel Energy under their Custom Efficiency Programs LE-1 form V1.7.

SAVINGS CALCULATIONS

Energy savings from each retrofit are based on a standard runtime of 4,380 hours per year. The wattage reduction is based upon the pre and post retrofit wattages published by Xcel Energy on their LE-1 form. Annual dollar savings from each retrofit are calculated using the formulas listed below in conjunction with the utility rates described in Section II.

$$kW_{\text{saved/month}} = kW_{\text{before}} - kW_{\text{after}}$$

$$kWh_{\text{saved}} = kW_{\text{saved}} \times \text{Runtime}$$

$$\sum_{\text{Buildings}} \text{Annual \$ Savings} = kWh_{\text{saved}} \times (\$/kWh)$$

Definition of Variables

- kW_{after} Xcel Energy Standard Fixture Wattage
- kW_{before} Xcel Energy Standard Fixture Wattage
- Runtime: From Measured Data

Maintenance savings from each retrofit are based on the rated life of the existing lamps and ballasts and are applicable for the length of the warranty of the new equipment. The warranty for the new street light fixtures is ten years. Annual dollar savings from each retrofit are calculated separately for lamps and ballasts using the formula listed below:

$$\text{Maintenance savings} = \sum \left(\frac{\text{Runtime}}{\text{Existing Equipment Life (hrs)}} \right) \times \text{Replacement Cost}$$

	kWh Saved	Potential KWH Rate Savings	Annual HVAC Savings	Maintenance Savings	Total Annual Savings
Street	1,835,189	\$119,287	\$0	\$90,833	\$210,120

	kWh Saved	Potential KWH Rate Savings	Annual HVAC Savings	Maintenance Savings	Total Annual Savings
Talley Trail	61,875	\$4,022	\$0	\$2,526	\$6,548

FIM 2.00: ALL BUILDINGS – BUILDING LIGHTING RETROFITS



Cost:	\$ 255,260
Annual Energy Savings:	\$ 24,596
Associated Savings:	\$ 7,571
Simple Payback:	7.9 years

PRESENT CONDITIONS:

Throughout the Garden City facilities, there are numerous fixture types, lamp and ballast types as well as varying degrees of light levels. The lighting audit and design team surveyed all facilities and has developed a comprehensive plan for a lighting retrofit to utilize efficient lighting technologies to provide appropriate lighting levels for each of the different facility room types. The full lighting audit is included in Appendix A.1.

RECOMMENDED FACILITY IMPROVEMENT MEASURE:

Several of the buildings have an opportunity to upgrade the existing fixtures that contain T-12 fluorescent lamps to low wattage T-8 fluorescent lamps. More commonly, buildings have older T-8 lamps which can be upgraded to lower wattage T-8 lamps. There is also a variety of incandescent, halogen, or metal halide lamps that will be converted to compact fluorescent or LED lamps. Exterior lighting consists of high pressure sodium and metal halide lamps that can be upgraded to low wattage LED fixtures. These lighting upgrades will significantly reduce electricity usage and associated costs, standardize lamps and ballasts for the buildings, and enhance the lighting levels throughout the facilities. Furthermore, maintenance will be reduced by having new lamps and ballasts, and by stocking the same types of lamps and ballasts for all the facilities. Siemens proposes to standardize around Osram-Sylvania products whenever possible.

Generally speaking, the Lighting Retrofit will consist of the following types of measures:

- Replacing T-12 fluorescent lamps and magnetic ballasts with low wattage T-8 fluorescent lamps and electronic ballasts.
- Replacing 32W T-8 fluorescent lamps with lower wattage 28W T-8 fluorescent lamps and ballast replacements.
- Replacing existing metal halide fixtures in the Recreational Center Facility with new T-8 fluorescent fixtures with electronic ballasts.
- Installing compact fluorescent or LED lamps in existing incandescent, halogen or metal halide fixtures or replacing the fixtures where appropriate.
- Installing LED fixtures in place of existing high pressure sodium, metal halide or halogen exterior light fixtures.
- Replacing incandescent EXIT lighting with new LED EXIT lighting with battery back-up.

ASSUMPTIONS

Existing and retrofit fixture wattages are based on the data published by Xcel Energy under their Custom Efficiency Programs LE-1 form V1.7.

SAVINGS CALCULATIONS

Energy savings from each retrofit are based on stipulated runtime hours for specific area types and the areas wattage reduction. The wattage reduction is based upon the pre and post retrofit wattages published by Xcel Energy on their LE-1 form. Annual dollar savings from each area retrofit are calculated using the formulas listed below in conjunction with the utility rates described in Section II.

$$kW_{\text{saved/month}} = kW_{\text{before}} - kW_{\text{after}}$$

$$kWh_{\text{saved}} = kW_{\text{saved}} \times \text{Runtime}$$

$$\sum_{\text{Buildings}} \text{Annual\$Savings} = kWh_{\text{saved}} \times (\$/kWh) + \frac{12}{\text{months}} \times kW_{\text{saved/month}} \times (\$/kW_{\text{total}})$$

Definition of Variables

- kW_{after} Xcel Energy Standard Fixture Wattage
- kW_{before}: Xcel Energy Standard Fixture Wattage
- Runtime: Stipulated

The following table summarizes the stipulated runtime hours:

Table IV.2.1 – Stipulated Runtime Hours

Room Code	Area Type	Runtime Hours
CL	CLOSET	100
ST	Storage	350
AT	Athletic Fields	550
LW	Low use	550
BA	Basement	750
MCH	Mech.	1100
CNF	Conference/Classroom	1500
PL	POOL	1750
HL	HALLWAY	3300

Room Code	Area Type	Runtime Hours
OF	OFFICE	3300
RT	RESTAURANT	3750
HF	HALF DAY	4380
EXT	EXTERIOR	4380
REC	REC CENTER	4750
AP	AIRPORT	8760
EX	EXIT	8760

HVAC INTERACTION CALCULATION

For every unique space that has heating and/or cooling, the impact of each individual lighting retrofit is analyzed for its annual impact on those heating and cooling systems.

The methodology used to calculate cooling savings and heating penalties in each facility follows the methods described in ASHRAE for the interaction between lighting and HVAC systems and is described in the following verbiage:

Demand savings generated through the installation of lighting retrofits impacts heating and cooling systems. Although operation of lighting systems during periods when the heating and cooling systems are not operating can impact the startup load of the HVAC systems, only hours of coincidental operation will be used in order to simplify the calculation. This coincidental operation is termed the HVAC Interaction Hours.

The source of HVAC Interaction Hours used in the calculation of cooling savings and heating penalties are derived using the seasonal operational hours of heating and cooling equipment combined with the average time that the lights would typically be turned "on" during those times.

Table IV.2 shows the HVAC Interaction Hours derived from the National Climatic Data Center (NCDC) using the following search criteria.

Cooling hours

- Weather Station:* Garden City Regional Airport
- Weather Station #:* 23064
- Data Range:* January 1, 2013 – December 31, 2013
- Sort Criteria:* Hours over 65°F during daily schedules
Excluding weekend days when required
- Sort Result Diversity Factor:* 75%

Heating hours

Weather Station: Garden City Regional Airport

Weather Station #: 23064

Data Range: January 1, 2013 – December 31, 2013

Sort Criteria: Hours below 55 °F during daily schedules
Excluding weekend days when required

Sort Result Diversity Factory: 75%

Table IV.2.2 – HVAC Interaction Hours

Room Code	Area Type	Cooling hours	Heating hours
CL	CLOSET	0	0
ST	Storage	0	0
AT	Athletic Fields	0	0
LW	Low use	234	242
BA	Basement	360	341
MCH	Mech.	488	436
CNF	Conference/Classroom	720	657
PL	POOL	0	0
HL	HALLWAY	1691	1465
OF	OFFICE	1525	1311
RT	RESTAURANT	1701	1468
HF	HALF DAY	1875	1916
EXT	EXTERIOR	0	0
REC	REC CENTER	2246	2223
AP	AIRPORT	3149	4485
EX	EXIT	3149	4485

Upon determination of the HVAC Interaction Hours for the typical spaces being retrofitted, the values are input into cooling savings calculations and heating penalty calculations as follows:

EXAMPLE COOLING SAVINGS CALCULATIONS – ELECTRIC COOLING

Table IV.. Calculate the annual reduction in seasonal cooling requirements by multiplying the demand (kW) savings by standard conversion factors.

$$\text{Tons}_{\text{reduced}} = \sum \text{kW}_{\text{saved}} \times \left(\frac{3,413 \text{ BTU/hr}}{1 \text{ kW}} \right) \times \left(\frac{1 \text{ Ton}}{12,000 \text{ BTU/hr}} \right)$$

The standard correlation between kilowatt-hours saved versus cooling BTU reductions is 3,413 BTU/kWh.

2.) Calculate the annual reduction in demand (kW) from cooling requirements being reduced by multiplying the $\text{Tons}_{\text{reduced}}$ by the Cooling System Efficiency

$$\text{kW}_{\text{reduced}} = \text{Tons}_{\text{reduced}} \times 1.4 \text{ kW/Ton}$$

3.) Calculate the annual reduction in consumption (kWh) from cooling requirements being reduced by multiplying the $\text{kW}_{\text{reduced}}$ by 75% of the Seasonal Cooling Hours/year

$$\text{kWh}_{\text{reduced}} = \text{kW}_{\text{reduced}} \times \text{CoolingHours}_{\text{seasonal}} \times 0.75$$

4.) Calculate the total annual consumption dollar savings by multiplying the consumption savings by the applicable consumption rate. The total one time calculation shall apply for the entire period of the guarantee:

$$\sum_{\text{Buildings}} \$\text{kWhsavings} = \text{kWh}_{\text{reduced}} \times \$/\text{kWh}$$

EXAMPLE HEATING PENALTY CALCULATIONS

Table IV.. Calculate increase in heating system requirements due to the lighting retrofit by multiplying the demand (kW) reduction by 75% of the number of seasonal heating hours per year and then by the conversion factor for kW and BTU/hr.

$$BTU_{\text{heating increase}} = \sum (kW_{\text{saved}} \times \text{Heating Hours}_{\text{seasonal}} \times 0.75) \times \left(\frac{3,413 \text{ BTU/hr}}{1 \text{ kW}} \right)$$

The standard correlation between kilowatt-hours saved versus additional heating BTU requirements is 3,413 BTU/kWh.

2.) Determine the additional boiler input requirements by dividing the additional BTU requirements by the burner efficiencies and the unit conversion between Therms and BTUs.

$$\text{Gas}_{\text{Additional CCF Required}} = \frac{BTU_{\text{heating increase}}}{80\%} \times \left(\frac{1 \text{ Therm}}{100,000 \text{ BTU}} \right)$$

Table IV.. Calculate the total dollar increase by multiplying the increases in boiler gas required by the applicable rates listed Section II. The total one time calculation shall apply for the entire period of the guarantee:

$$\sum_{\text{Buildings}} \$_{\text{increase}} = \left(\text{Gas}_{\text{additional Therm}} \times \$ / \text{Therm} \right)$$

The following table is a summary, by building, of the HVAC interactions due to the recommended lighting retrofits.

Table IV.2.3 – Summary of HVAC Interactions

	Annual HVAC Savings
Admin Building	\$ 61
Airport	\$ (465)
Athletic Fields	\$ -
Fire Station	\$ -
Fleet Maintenance Complex	\$ (565)
Golf Course	\$ (32)
Rec Facilities	\$ 186
Traffic & Recycling	\$ (224)
Waste Water	\$ (711)
Water Department	\$ 29
Zoo	\$ (1,090)

Maintenance savings from each retrofit are based on the rated life of the existing lamps and ballasts and are applicable for the length of the warranty of the new equipment. The warranty for the new equipment is three years for lamps and five years for ballasts. Annual dollar savings from each retrofit are calculated separately for lamps and ballasts using the formula listed below:

$$\text{Maintenance savings} = \sum \left(\frac{\text{Runtime}}{\text{Existing Equipment Life (hrs)}} \right) \times \text{Replacement Cost}$$

Table IV.2.4 – Summary of Lighting Retrofit Savings

	kWh Saved	Potential KWH Rate Savings	Annual HVAC Savings	Maintenance Savings	Total Annual Savings
Admin Building	29,271	\$1,903	\$61	\$613	\$2,577
Airport	99,657	\$6,478	-\$465	\$1,790	\$7,803
Athletic Fields	1,966	\$128	\$0	\$46	\$174
Fire Station	15,691	\$1,020	\$0	\$323	\$1,343
Fleet Maintenance Complex	35,152	\$2,285	-\$565	\$452	\$2,171
Golf Course	10,881	\$707	-\$32	\$264	\$940
Rec Facilities	90,488	\$5,882	\$186	\$1,431	\$7,499
Traffic & Recycling	12,913	\$839	-\$224	\$203	\$818
Waste Water	51,394	\$3,341	-\$711	\$865	\$3,495
Water Department	13,705	\$891	\$29	\$183	\$1,103

Garden City, Kansas
Investment Grade Audit &
Project Proposal



	kWh Saved	Potential KWH Rate Savings	Annual HVAC Savings	Maintenance Savings	Total Annual Savings
Zoo	68,793	\$4,472	-\$1,090	\$1,401	\$4,783

Note: The kWh saving shown above are from the reduction in lighting wattage and does not reflect the increase/decrease in heating required from that reduction. That change is reflected in the gas usage increase/decrease listed as HVAC Savings.

FIM 3.00: BUILDING WEATHERIZATION

Cost:	\$ 34,361
Energy Savings:	\$ 2,327
Associated Savings:	\$ 0
Simple Payback:	14.8 years

BUILDINGS INCLUDED UNDER THIS MEASURE:

- City Administration Center
- WWTP – Admin & Laboratory Building
- Recreation Center Facility
- Water Department Warehouse & Office
- Fleet Maintenance Building

PRESENT CONDITIONS:

These buildings have experienced regular wear and tear over the years. As a result, gaps have formed around man doors, overhead doors, roof/wall joints and windows along with envelope punctures. These envelope deficiencies allow conditioned air to leave the building easily which causes the respective heating and cooling systems to operate longer than necessary to maintain temperature set points.

Air leakage is defined as, “the uncontrolled migration of conditioned air through the building envelope”. Caused by pressure differences due to wind, chimney (or stack) effect, and mechanical systems, it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Tests carried out by the National Research Council of Canada on High Rise Commercial and Residential Buildings, Schools, Supermarkets and Houses have shown levels as high as 20% to 40% of heat loss could be attributed to air leakage. Typical savings, however, tend to be in the 10% to 25% range. Beyond representing a potential for energy savings, uncontrolled air leakage can affect the thermal comfort of occupants, impact air quality through ingress of contaminants from outside, represent the imbalance of mechanical systems, and degrade the structural integrity of the building’s envelope through moisture migration. Control of air leakage involves the sealing of gaps, cracks, and holes using appropriate materials such as fire retardant, polyurethane foam, caulks, and appropriate weather stripping materials. The goal is to create a continuous barrier of ‘air-tightness’ to completely encompass the building envelope.

RECOMMENDED ENERGY EFFICIENCY MEASURE:

Following are the types of weatherization activities are proposed:

- External doors are to be weather-stripped & sealed
- Overhead doors are to be sealed on 4 sides
- Wall cracks are to be sealed
- Internal doors are to be weather-stripped and sealed for isolation from vehicle bays
- Miscellaneous holes in side walls are to be sealed with foam and/or caulk
- Side wall joint are to be sealed
- Roof / wall joints are to be sealed
- Sealing of air-conditioner with weather-strip and flexible cover (where applicable)
- Tears in the vapor barrier to be repaired.

CALCULATION VARIABLES

Total Heating Degree Days – 6,041

Total Cooling Degree Days – 1,528

Average Monthly Wind Speeds (See appendix A)

Heating System Efficiencies – 80%
Cooling COP – 2.5

Air leakage values (Table IV.3.1)

Building	Air Leakage (Square Feet)						Savings	
	Doors	Windows	Vents	Overhead Doors	Sidewall	Roof/Wall	Therms	kWh
City Administration Center	0.63					1.69	688	1,262
Warehouse & Office	0.78			1.37		1.69	348	-
Maintenance Building	0.31			1.25			482	-

SAVINGS CALCULATIONS:

Infiltration savings are based on the reduced infiltration rate per linear foot of: door, window, and roof wall joints. The following equations were used in the calculations. Savings are derated by 5%.

$$\text{Non-Electric Heat Loss} = (\text{Bldg Leakage sq mtrs}) \times (\text{bldg k factor}) \times (\text{Wind P Factor}) \times (\text{HDD}) \times (9/5) \times (0.075 \text{ density lbs/sqft} \times .0243 \text{ specific heat} \times 60 \text{ min/hr} \times 24\text{hrs/day}) / (100,000 \times \text{Eff} \%)$$

$$\text{Electrical Heating Loss} = (\text{Bldg Leakage sq mtrs}) \times (\text{bldg k factor}) \times (\text{Wind P Factor}) \times (\text{HDD}) / (3.6 \times \text{Fuel Factor of 10})$$

$$\text{Cooling Loss} = (\text{Bldg Leakage sq mtrs}) \times (\text{bldg k factor}) \times (\text{Wind P Factor}) \times (\text{CDD}) / ((\text{Fuel Factor of 10}) \times (3.4) \times (\text{COP}))$$

**Garden City, Kansas
Investment Grade Audit &
Project Proposal**



Table IV.3.2 –Sample Weatherization Calculation

Monthly Savings Calculations												
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Wind Speeds averaged (MPH)	11.00	11.00	12.30	12.30	10.40	9.90	9.10	8.80	9.40	10.50	11.20	10.90
Wind Pressure Factor Calculated "dp/n" (P)	6.174	6.174	7.187	7.187	5.721	5.350	4.771	4.558	4.986	5.796	6.327	6.098
Areas	0.215	0.215	0.215	0.215	0.215	0.215	0.215	0.215	0.215	0.215	0.215	0.215
Flow calculation "Q" (Liters/sec)	159.5	159.5	185.7	185.7	147.8	138.2	123.3	117.8	128.8	149.7	163.5	157.6
Convert flow "Q" (CFM)	338.0	338.0	393.5	393.5	313.2	292.9	261.2	249.5	273.0	317.3	346.4	333.8
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Positive days only (Deg F)	1,305.1	1,008.0	781.2	438.0	145.7	0.0	0.0	0.0	27.0	378.2	789.0	1,168.7
HDD usage Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final HDD used (F)	1,305.1	1,008.0	781.2	438.0	145.7	0.0	0.0	0.0	27.0	378.2	789.0	1,168.7
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
CDD/Month (F)	-1,095.9	-819.0	-572.0	-235.5	63.5	340.5	503.8	444.9	175.5	-169.0	-586.5	-959.5
CDD/Month (C)	-608.8	-455.0	-317.8	-130.8	35.3	189.2	279.9	247.1	97.5	-93.9	-325.8	-533.0
Positive days only (Deg F)	0.0	0.0	0.0	0.0	63.5	340.5	503.8	444.9	175.5	0.0	0.0	0.0
Density of Air	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075
Specific Gravity of Air	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243
Heating system efficiency	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800
Final Price per Therm used (Nat Gas)	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84	\$0.84
Calc. for gas savings (Therms)	144.71	111.77	100.83	56.54	14.97	-	-	-	2.42	39.37	89.66	127.99
% total savings to Nat Gas	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Gas Savings	\$122.14	\$94.33	\$85.10	\$47.72	\$12.63	\$0.00	\$0.00	\$0.00	\$2.04	\$33.22	\$75.67	\$108.02
Coefficient of Performance	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500
Final Price per kWh used (Power cooling)	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07
cooling savings @ 100% bldg (kWh)	-	-	-	-	61.23	306.82	404.77	341.51	147.38	-	-	-
% building for Air conditioning	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total air conditioning savings	\$0.00	\$0.00	\$0.00	\$0.00	\$3.98	\$19.94	\$26.31	\$22.20	\$9.58	\$0.00	\$0.00	\$0.00

FIM 7.00: PROGRAMMABLE THERMOSTAT INSTALLATION

Cost:	\$ 8,209
Energy Savings:	\$ 9,378
Associated Savings:	\$ 0
Simple Payback:	0.9 years

BUILDINGS INCLUDED UNDER THIS MEASURE:

- WWTP Administration
- Airport Office
- Flight Deck Restaurant
- Solid Waste Recycling Traffic

PRESENT CONDITIONS:

Currently every building has constant temperature electric thermostats which results in each of the buildings maintaining the same space temperature during occupied and unoccupied times year round.

RECOMMENDED ENERGY EFFICIENCY MEASURE:

It is recommended that all of the constant temperature thermostats be replaced with new programmable thermostats with accurate occupied and unoccupied set points scheduled.

ASSUMPTIONS:

During the site visits, the temperature set points of each of the building's thermostats were noted. Building temperature set points and occupancy schedules are listed below. Occupied times will be estimated to start 30 minutes earlier to allow time to heat the building to the occupied set point before occupants arrive.

Table IV.7.1 – Facility Occupied Schedules and Set Points

Building	Occ Times	Existing Setpoint	Proposed Occupied Setpoint	Proposed Heating Setback Temp	Proposed Cooling Setback Temp	Building Surface Sqft	U Value	Heating Efficiency	Cooling Efficiency
WWTP	7-4 M-Su	72	72	55	80	5645	0.95	90%	1.3
Airport Office	8-6 M-F	72	72	55	80	5705	0.48	80%	1.4
Flight Deck Restaurant	11-9 M-Su	72	72	55	80	2580	1.17	80%	1.4
Solid Waste Recycling Traffic	8-6 M-F	72	72	55	80	1000	1.47	80%	1.4

Each building has a certain thermal resistance, so SIEMENS estimated an overall actual thermal resistance using the utility bills, infiltration losses, building's surface area, and heating system efficiencies.

SAVINGS CALCULATIONS:

Savings calculations will have a 20% safety factor applied.

Savings for this measure are based on reducing the space temperature during unoccupied times in all locations. See above table for specific location set points.

The following table presents a sample of the calculations that were performed for each building to schedule an occupied and unoccupied schedule.

Table IV.7.2 – Sample Programmable Thermostat Savings Calculation

OAT BIN	Existing Hours	Proposed Occupied Hours	Un-Occupied Hours	Existing Output BTU	Existing Heating Input BTU	Existing Cooling Input kWh	Proposed Output BTU	Proposed Heating Input BTU	Proposed Cooling Input kWh	Natural Gas Saved Therms	kWh Saved	\$ Saved
-10	1	-	1	586,327	651,475	-	464,772	516,413	-	1	-	\$ 1.14
-5	5	1	4	2,064,659	2,294,065	-	1,669,603	1,855,114	-	4	-	\$ 3.70
0	15	2	13	5,791,770	6,435,300	-	4,636,991	5,152,212	-	13	-	\$ 10.83
5	59	12	47	21,198,951	23,554,390	-	16,883,725	18,759,694	-	48	-	\$ 40.47
10	91	20	71	30,367,466	33,741,629	-	23,894,626	26,549,585	-	72	-	\$ 60.70
15	203	41	161	61,950,488	68,833,876	-	47,242,252	52,491,391	-	163	-	\$ 137.93
20	298	66	232	83,101,174	92,334,638	-	61,920,099	68,800,110	-	235	-	\$ 198.63
25	447	99	348	112,666,015	125,184,461	-	80,939,986	89,933,318	-	353	-	\$ 297.52
30	585	125	460	131,837,846	146,486,496	-	89,870,752	99,856,391	-	466	-	\$ 393.56
35	580	136	444	115,084,615	127,871,794	-	74,636,967	82,929,963	-	449	-	\$ 379.31
40	560	142	417	96,043,277	106,714,753	-	57,996,354	64,440,393	-	423	-	\$ 356.80
45	580	181	399	83,980,665	93,311,850	-	47,605,132	52,894,591	-	404	-	\$ 341.12
50	578	188	390	68,153,402	75,726,002	-	32,628,759	36,254,176	-	395	-	\$ 333.14
55	586	196	391	53,454,104	59,393,449	-	17,838,294	19,820,327	-	396	-	\$ 334.00
60	687	207	480	44,231,962	49,146,624	-	13,321,071	14,801,190	-	343	-	\$ 289.88
65	736	201	535	27,628,888	30,698,764	-	7,532,876	8,369,862	-	223	-	\$ 188.46
70	720	223	497	7,718,765	8,576,428	-	2,388,211	2,653,568	-	59	-	\$ 49.99
75	577	225	352	(9,288,283)	-	7,145	(5,668,427)	-	4,360	-	2,765	\$ 180.99
80	495	246	249	(21,236,490)	-	16,336	(10,682,598)	-	8,217	-	8,118	\$ 527.69
85	384	226	158	(26,770,848)	-	20,593	(19,992,332)	-	15,379	-	5,214	\$ 338.93
90	277	175	102	(26,706,495)	-	20,543	(22,344,792)	-	17,188	-	3,355	\$ 218.09
95	196	137	59	(24,175,277)	-	18,596	(21,644,059)	-	16,649	-	1,947	\$ 126.56
100	80	56	24	(11,962,508)	-	9,202	(10,947,160)	-	8,421	-	781	\$ 50.77
105	18	13	5	(3,185,474)	-	2,450	(2,985,264)	-	2,296	-	154	\$ 10.01
110	2	2	-	(407,569)	-	314	(407,569)	-	314	-	-	\$ -
8760		2920	5840	(407,569)	1,050,955,993	95,179	72,825	646,076,299	72,825	4,049	22,354	\$ 4,870

Each column in the table shown is defined as follows:

OAT BIN

Outside Air Temperature in Fahrenheit: Source is the National Climatic Data Center. Each bin contains data for temperatures 2-½°F above and below the BIN temperature.

Existing Hours

Source is the National Climatic Data Center weather station: #23064 Garden City Regional Airport for the period December 1, 2011 through November 30, 2014. The number of hours shown represent all hours where the outside air temperature coincided with the temperatures in a specific temperature BIN.

Proposed Occupied Hours

Source is the National Climatic Data Center weather station: #23064 Garden City Regional Airport for the period December 1, 2011 through November 30, 2014. The number of hours shown represent all hours where the outside air temperature coincided with the temperatures in a specific temperature BIN during occupied hours.

Unoccupied Hours

Source is the National Climatic Data Center weather station: ##23064 Garden City Regional Airport for the period December 1, 2011 through November 30, 2014. The number of hours shown represent all hours where the outside air temperature coincided with the temperatures in a specific temperature BIN during unoccupied hours.

Existing Output BTU

The existing output energy to maintain the building at the existing constant set point was calculated based on the following calculation:

$$\text{Existing Output BTU} = \text{Building Surface Sqft} * \text{U Value} * \text{Existing Hours} * (\text{Existing Set Point} - \text{OAT BIN})$$

The calculation will result in a positive value when the building requires heating and a negative value when the building requires cooling.

Building Surface Sqft is based off estimated windows, garages, man doors, wall, and ceilings counts and dimensions.

Existing Heating Input BTU

The existing heating input energy was calculated based on the following calculation:

$$\text{Existing Heating Input BTU} = \text{Existing Output Btu} \div \text{Heating System Eff}$$

Heating System Eff is building dependent.

Existing Cooling Input kWh

The existing cooling input energy was calculated based on the following calculation:

$$\text{Existing Cooling Input} = \frac{-\text{Existing Output Btu}}{12,000 \frac{\text{Btu}}{\text{Ton}}} \times \text{Cooling System Eff}$$

Cooling System Eff is building dependent.

Proposed Output BTU

The proposed output energy to maintain the building with the proposed schedule was calculated based on the following calculation.

$$\begin{aligned} \text{Proposed Output BTU} \\ &= \text{Building Surface Sqft} * U \text{ Value} * (\text{Occupied Hours} \\ &* (\text{Proposed Occupied Set Point} - \text{OAT BIN}) + \text{Unoccupied Hours} \\ &* (\text{Proposed Setback Temp} - \text{OAT BIN})) \end{aligned}$$

The calculation will result in a positive value when the building requires heating and a negative value when the building requires cooling.

Building Surface Sqft is based off estimated windows, garages, man doors, wall, and ceilings counts and dimensions.

Proposed Heating Input BTU

The proposed heating input energy was calculated based on the following calculation:

$$\text{Proposed Heating Input BTU} = \text{Proposed Output Btu} \div \text{Heating System Eff}$$

Heating System Eff is building dependent.

Proposed Cooling Input kWh

The proposed cooling input energy was calculated based on the following calculation:

$$\text{Proposed Cooling Input kWh} = \frac{-\text{Proposed Output Btu}}{12,000 \frac{\text{Btu}}{\text{Ton}}} \times \text{Cooling System Eff}$$

Cooling System Eff is building dependent.

Natural Gas Saved Therms

The natural gas savings in each temperature bin is calculated by the following formula:

$$\text{Natural Gas Saved Therms} = \frac{\text{Existing Heating Input BTU} - \text{Proposed Heating Input BTU}}{100,000 \text{ Btu/Therm}}$$

Cooling kWh Saved

The electric cooling savings in each temperature bin is calculated by the following formula:

$$\text{Cooling kWh Saved} = \text{Existing Cooling Input kWh} - \text{Proposed Cooling Input kWh}$$

\$ Saved

The total dollar savings as calculated by the following formula:

$$\text{\$ Saved} = \text{Natural Gas Saved Therms} \times \text{\$ Therm} + \text{Cooling kWh Saved} \times \text{\$ kWh}$$

Below are all the detailed spreadsheet calculations.

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Table IV.7.3 – WWTP Administration and Laboratory Programmable Thermostat Savings Calculation

OAT BIN	Existing Hours	Proposed Occupied Hours	Un-Occupied Hours	Existing Output BTU	Existing Heating Input BTU	Existing Cooling Input kWh	Proposed Output BTU	Proposed Heating Input BTU	Proposed Cooling Input kWh	Natural Gas Saved Therms	kWh Saved	\$ Saved
-10	1	-	1	586,327	651,475	-	464,772	516,413	-	1	-	\$ 1.14
-5	5	1	4	2,064,659	2,294,065	-	1,669,603	1,855,114	-	4	-	\$ 3.70
0	15	2	13	5,791,770	6,435,300	-	4,636,991	5,152,212	-	13	-	\$ 10.83
5	59	12	47	21,198,951	23,554,390	-	16,883,725	18,759,694	-	48	-	\$ 40.47
10	91	20	71	30,367,466	33,741,629	-	23,894,626	26,549,585	-	72	-	\$ 60.70
15	203	41	161	61,950,488	68,833,876	-	47,242,252	52,491,391	-	163	-	\$ 137.93
20	298	66	232	83,101,174	92,334,638	-	61,920,099	68,800,110	-	235	-	\$ 198.63
25	447	99	348	112,666,015	125,184,461	-	80,939,986	89,933,318	-	353	-	\$ 297.52
30	585	125	460	131,837,846	146,486,496	-	89,870,752	99,856,391	-	466	-	\$ 393.56
35	580	136	444	115,084,615	127,871,794	-	74,636,967	82,929,963	-	449	-	\$ 379.31
40	560	142	417	96,043,277	106,714,753	-	57,996,354	64,440,393	-	423	-	\$ 356.80
45	580	181	399	83,980,665	93,311,850	-	47,605,132	52,894,591	-	404	-	\$ 341.12
50	578	188	390	68,153,402	75,726,002	-	32,628,759	36,254,176	-	395	-	\$ 333.14
55	586	196	391	53,454,104	59,393,449	-	17,838,294	19,820,327	-	396	-	\$ 334.00
60	687	207	480	44,231,962	49,146,624	-	13,321,071	14,801,190	-	343	-	\$ 289.88
65	736	201	535	27,628,888	30,698,764	-	7,532,876	8,369,862	-	223	-	\$ 188.46
70	720	223	497	7,718,785	8,576,428	-	2,388,211	2,653,568	-	59	-	\$ 49.99
75	577	225	352	(9,288,283)	-	7,145	(5,668,427)	-	4,360	-	2,785	\$ 180.99
80	495	246	249	(21,236,490)	-	16,336	(10,682,598)	-	8,217	-	8,118	\$ 527.69
85	384	226	158	(26,770,848)	-	20,593	(19,992,332)	-	15,379	-	5,214	\$ 338.93
90	277	175	102	(26,706,495)	-	20,543	(22,344,792)	-	17,188	-	3,355	\$ 218.09
95	196	137	59	(24,175,277)	-	18,596	(21,644,059)	-	16,649	-	1,947	\$ 126.56
100	80	56	24	(11,962,508)	-	9,202	(10,947,160)	-	8,421	-	781	\$ 50.77
105	18	13	5	(3,185,474)	-	2,450	(2,985,264)	-	2,296	-	154	\$ 10.01
110	2	2	-	(407,569)	-	314	(407,569)	-	314	-	-	\$ -
	8760	2920	5840		1,050,955,993	95,179		646,078,299	72,825	4,049	22,354	\$ 4,870

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Table IV.7.4 - Flight Deck Restaurant Programmable Thermostat Savings Calculation

OAT BIN	Existing Hours	Proposed Occupied Hours	Un-Occupied Hours	Existing Output BTU	Existing Heating Input BTU	Existing Cooling Input kWh	Proposed Output BTU	Proposed Heating Input BTU	Proposed Cooling Input kWh	Natural Gas Saved Therms	kWh Saved	\$ Saved
-10	1	-	1	330,034	412,542	-	261,612	327,015	-	1	-	\$ 0.72
-5	5	-	5	1,162,161	1,452,701	-	905,580	1,131,975	-	3	-	\$ 2.71
0	15	-	15	3,260,088	4,075,110	-	2,490,345	3,112,931	-	10	-	\$ 8.12
5	59	11	48	11,932,526	14,915,657	-	9,486,454	11,858,067	-	31	-	\$ 25.81
10	91	17	74	17,093,326	21,366,657	-	13,295,927	16,619,909	-	47	-	\$ 40.06
15	203	43	160	34,870,867	43,588,584	-	26,677,381	33,346,726	-	102	-	\$ 86.44
20	298	62	236	46,776,226	58,470,282	-	34,665,602	43,332,003	-	151	-	\$ 127.77
25	447	92	355	63,417,767	79,272,209	-	45,183,411	56,479,264	-	228	-	\$ 192.37
30	585	144	442	74,209,262	92,761,578	-	51,544,607	64,430,759	-	283	-	\$ 239.11
35	580	171	409	64,779,156	80,973,945	-	43,773,725	54,717,156	-	263	-	\$ 221.61
40	560	171	389	54,061,114	67,576,392	-	34,116,217	42,645,272	-	249	-	\$ 210.42
45	580	203	377	47,271,276	59,089,095	-	27,925,069	34,906,336	-	242	-	\$ 204.10
50	578	212	366	38,362,381	47,952,977	-	19,580,652	24,475,815	-	235	-	\$ 198.15
55	586	222	364	30,088,399	37,610,498	-	11,409,302	14,261,627	-	233	-	\$ 197.06
60	687	221	466	24,897,413	31,121,766	-	8,005,327	10,006,659	-	211	-	\$ 178.21
65	736	211	525	15,551,827	19,439,784	-	4,465,516	5,581,895	-	139	-	\$ 116.96
70	720	235	485	4,344,772	5,430,965	-	1,416,730	1,770,912	-	37	-	\$ 30.89
75	577	236	342	(5,228,215)	-	3,734	(3,094,065)	-	2,210	-	1,524	\$ 99.09
80	495	283	212	(11,953,656)	-	8,538	(5,111,496)	-	3,651	-	4,887	\$ 317.67
85	384	277	107	(15,068,851)	-	10,763	(12,476,880)	-	8,912	-	1,851	\$ 120.34
90	277	214	62	(15,032,628)	-	10,738	(13,527,353)	-	9,662	-	1,075	\$ 69.89
95	196	170	26	(13,607,849)	-	9,720	(12,971,930)	-	9,266	-	454	\$ 29.52
100	80	72	8	(6,733,490)	-	4,810	(6,548,350)	-	4,677	-	132	\$ 8.60
105	18	17	1	(1,793,048)	-	1,281	(1,760,850)	-	1,258	-	23	\$ 1.49
110	2	2	-	(229,414)	-	164	(229,414)	-	164	-	-	\$ -
8760		3285	5475	665,510,742	665,510,742	49,748		419,004,320	39,800	2,465	9,948	\$ 2,727

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Table IV.7.5 – Solid Waste Recycling/Traffic Programmable Thermostat Savings Calculation

OAT BIN	Existing Hours	Proposed Occupied Hours	Un-Occupied Hours	Existing Output BTU	Existing Heating Input BTU	Existing Cooling Input kWh	Proposed Output BTU	Proposed Heating Input BTU	Proposed Cooling Input kWh	Natural Gas Saved Therms	kWh Saved	\$ Saved
-10	1	-	1	160,720	200,900	-	127,400	159,250	-	0	-	\$ 0.35
-5	5	-	5	565,950	707,438	-	441,000	551,250	-	2	-	\$ 1.32
0	15	1	14	1,587,600	1,984,500	-	1,237,740	1,547,175	-	4	-	\$ 3.69
5	59	6	53	5,810,910	7,263,638	-	4,494,770	5,618,463	-	16	-	\$ 13.89
10	91	8	83	8,324,120	10,405,150	-	6,241,620	7,802,025	-	26	-	\$ 21.97
15	203	24	178	16,981,440	21,226,800	-	12,524,890	15,656,113	-	56	-	\$ 47.02
20	298	41	257	22,779,120	28,473,900	-	16,356,690	20,445,863	-	80	-	\$ 67.76
25	447	51	396	30,883,230	38,604,038	-	20,995,520	26,244,400	-	124	-	\$ 104.32
30	585	68	517	36,138,480	45,173,100	-	23,210,320	29,012,900	-	162	-	\$ 136.39
35	580	88	492	31,546,200	39,432,750	-	19,251,120	24,063,900	-	154	-	\$ 129.71
40	560	96	464	26,326,720	32,908,400	-	14,731,360	18,414,200	-	144	-	\$ 122.33
45	580	118	462	23,020,200	28,775,250	-	11,474,820	14,343,525	-	144	-	\$ 121.80
50	578	127	451	18,681,740	23,352,175	-	7,419,580	9,274,475	-	141	-	\$ 118.82
55	586	127	460	14,652,470	18,315,588	-	20,058,150	25,072,688	-	(68)	-	\$ (57.03)
60	687	121	566	12,124,560	15,155,700	-	18,780,720	23,475,900	-	(83)	-	\$ (70.22)
65	736	112	624	7,573,440	9,466,800	-	14,907,760	18,634,700	-	(92)	-	\$ (77.38)
70	720	123	597	2,115,820	2,644,775	-	9,132,620	11,415,775	-	(88)	-	\$ (74.03)
75	577	138	439	(2,546,040)	-	1,819	2,616,600	3,270,750	-	(33)	1,819	\$ 90.60
80	495	167	328	(5,821,200)	-	4,158	(1,960,000)	-	1,400	-	2,758	\$ 179.27
85	384	163	221	(7,338,240)	-	5,242	(4,739,280)	-	3,385	-	1,856	\$ 120.67
90	277	141	135	(7,320,600)	-	5,229	(5,729,080)	-	4,092	-	1,137	\$ 73.89
95	196	96	100	(6,626,760)	-	4,733	(5,446,840)	-	3,891	-	843	\$ 54.78
100	80	39	41	(3,279,080)	-	2,342	(2,796,920)	-	1,998	-	344	\$ 22.39
105	18	14	4	(873,180)	-	624	(830,060)	-	593	-	31	\$ 2.00
110	2	2	-	(111,720)	-	80	(111,720)	-	80	-	-	\$ -
	8760	1872	6888		324,090,900	24,226		265,003,350	15,439	691	8,788	\$ 1,154

Garden City, Kansas
Investment Grade Audit &
Project Proposal



Table IV.7.6 – Airport Office Programmable Thermostat Savings Calculation

OAT BIN	Existing Hours	Proposed Occupied Hours	Un-Occupied Hours	Existing Output BTU	Existing Heating Input BTU	Existing Cooling Input kWh	Proposed Output BTU	Proposed Heating Input BTU	Proposed Cooling Input kWh	Natural Gas Saved Therms	kWh Saved	\$ Saved
-10	1	-	1	299,398	374,248	-	237,328	296,660	-	1	-	\$ 0.65
-5	5	-	5	1,054,284	1,317,855	-	821,520	1,026,900	-	3	-	\$ 2.46
0	15	1	14	2,957,472	3,696,840	-	2,305,733	2,882,166	-	8	-	\$ 6.88
5	59	6	53	10,824,895	13,531,119	-	8,373,114	10,466,393	-	31	-	\$ 25.87
10	91	8	83	15,506,646	19,383,308	-	11,627,246	14,534,058	-	48	-	\$ 40.93
15	203	24	178	31,633,997	39,542,496	-	23,332,081	29,165,101	-	104	-	\$ 87.59
20	298	41	257	42,434,246	53,042,808	-	30,470,177	38,087,721	-	150	-	\$ 126.22
25	447	51	396	57,531,046	71,913,807	-	39,111,654	48,889,568	-	230	-	\$ 194.32
30	585	68	517	67,320,826	84,151,032	-	43,237,510	54,046,888	-	301	-	\$ 254.08
35	580	88	492	58,766,064	73,457,580	-	35,862,086	44,827,608	-	286	-	\$ 241.64
40	560	96	464	49,042,918	61,303,648	-	27,442,419	34,303,024	-	270	-	\$ 227.89
45	580	118	462	42,883,344	53,604,180	-	21,375,950	26,719,938	-	269	-	\$ 226.90
50	578	127	451	34,801,413	43,501,766	-	13,821,618	17,277,022	-	262	-	\$ 221.34
55	586	127	460	27,295,458	34,119,323	-	5,896,688	7,370,860	-	267	-	\$ 225.76
60	687	121	566	22,586,323	28,232,904	-	3,987,110	4,983,888	-	232	-	\$ 196.22
65	736	112	624	14,108,237	17,635,296	-	2,153,295	2,691,619	-	149	-	\$ 126.12
70	720	123	597	3,941,470	4,926,838	-	673,646	842,058	-	41	-	\$ 34.48
75	577	138	439	(4,742,909)	-	3,388	(3,606,473)	-	2,576	-	812	\$ 52.76
80	495	167	328	(10,844,064)	-	7,746	(7,192,864)	-	5,138	-	2,608	\$ 169.52
85	384	163	221	(13,670,093)	-	9,764	(8,828,602)	-	6,306	-	3,458	\$ 224.78
90	277	141	135	(13,637,232)	-	9,741	(10,672,458)	-	7,623	-	2,118	\$ 137.65
95	196	96	100	(12,344,707)	-	8,818	(10,146,685)	-	7,248	-	1,570	\$ 102.05
100	80	39	41	(6,108,458)	-	4,363	(5,210,262)	-	3,722	-	642	\$ 41.70
105	18	14	4	(1,626,610)	-	1,162	(1,546,283)	-	1,104	-	57	\$ 3.73
110	2	2	-	(208,118)	-	149	(208,118)	-	149	-	-	\$ -
	8760	1872	6888	603,735,048	603,735,048	45,130	338,411,472	338,411,472	33,866	2,653	11,265	\$ 2,972

FIM 5.00: INFRARED THERMOGRAPHY

Cost:	\$ 11,631
Operational Savings:	\$ 11,807
Simple Payback:	1.0 years

BUILDINGS INCLUDED UNDER THIS MEASURE:

- Waste Water Treatment Plant
- City Administration Building
- Water Department Distribution Pumps

PRESENT CONDITIONS:

The lack of preventative maintenance or poor service can degrade the performance of electrical equipment and drive up energy costs. An example of the need for proper maintenance is the issue of loose or improper electrical connections. One of the major threats to safe, ongoing operations is poor electrical connections. These faulty connections can be caused by improper installation, equipment vibration, temperature cycling, and the failure to tighten connections properly after repair work. Electrical connections can also be deformed by over-tightening. Improperly torqued connections and bad contacts can cause amperage draw and power loss as well as heating and arcing, which is both energy inefficient and highly dangerous. Beyond the safety issues and outright system failures, an additional problem that is often overlooked is that loose connections can cause power loss from increased contact resistance. If current and contact resistance is high enough at these loose connections, they can cause a significant increase in energy costs over the course of a year.

RECOMMENDED ENERGY EFFICIENCY MEASURE:

Siemens conducted a thermography audit at the Waste Water Treatment Plant, the City Administration Building, and two Water Department distribution pump stations. Due to low system demand, the other distribution pump stations were not in use at the time of the audit and could not be tested. City personnel have been informed of the findings of the audit and have implemented the recommendations.

ASSUMPTIONS:

National average utility and repair costs per fault category are applicable for Garden City, Kansas.

Severity of Fault	Number of Faults per Survey	Average Utility Cost per Day	Average Utility cost per Year	Average Repair Cost (Equipment and Labor)per Fault	Total Average Repair Cost (Equipment and Labor)
Minor (1°F to 9°F Above Normal)	2	\$ 0.15	\$ 110	\$ 500	\$ 1,110
Intermediate (10°F to 34°F Above Normal)	6	\$ 0.40	\$ 876	\$ 500	\$ 3,876
Serious (35°F to 75°F Above Normal)	1	\$ 0.75	\$ 274	\$ 3,000	\$ 3,274
Critical (>75°F Above Normal)	1	\$ 1.50	\$ 548	\$ 3,000	\$ 3,548
Total	10		\$ 1,807		\$ 11,807

SAVINGS CALCULATIONS:

A total of ten faults were identified during the audit. In each case the cause of the fault was a loose connection. The severity of the fault can be determined by the temperature at the connection. The following table summarizes the ten faults along with the typical cost of excess energy consumption and repair cost resulting from a failure if the fault is not addressed.

A copy of the thermography inspection report is attached as Appendix A.3.

UPGRADES REVIEWED BUT NOT RECOMMENDED

Small "Pony" Blower for Sludge Holding Tanks

The Garden City Wastewater Treatment Plant includes four sludge holding tanks and four aerobic digesters. The sludge holding tanks are used to store the thickened waste activated sludge after the belt thickeners until the sludge can be dewatered in the belt filter presses. Three 100HP Hoffman centrifugal blowers serve the sludge holding tanks in parallel.

The four holding tanks are filled and emptied in unison, and all four are typically in use with one blower serving the four tanks.

Because the inflow to the plant is typically approximately half of the design load of the plant, it should be possible to use only two of the four holding tanks, thus requiring only half of the current blower air. The existing blowers are not modulating blowers, and currently the only way to reduce air flow to the holding tanks is by choking the flow through valves on the outlet of each blower.

This FIM would tie a smaller blower into the air system for the holding tanks, so that the blower air could be cut back when only two holding tanks are in use. All the existing blowers would remain to provide full airflow when needed, and to serve as back up units.

Rough calculations show that the 100HP blowers consume approximately 450,000 kWh each year, at a cost of approximately \$27,000. If 50% of this blower energy, roughly, can be saved by using an additional, smaller blower, this would result in an annual savings of \$13,500. Note that demand charges would almost certainly not be reduced, as the larger blowers would occasionally be used and would then set the peak demand.



Garden City anticipates growth in the influent flows over the next several years. As a result, it is unclear how long this auxiliary blower would be in use. Once flows become large enough that all four sludge holding tanks are necessary, the 100HP blowers would be used exclusively. For this reason, it is possible that the small blower would not operate enough to pay for itself, and this FIM has not been selected for implementation.

Building Automation System

The installation of a Siemens Apogee building automation system was investigated for the City Administration building. This system would provide centralized scheduling and alarm capabilities for the building heating and cooling systems. This measure has a long payback because a building automation system would provide incremental energy savings since all of the existing heating and cooling systems are currently controlled by programmable thermostats.

Weather Based Irrigation Controls

Siemens investigated installing satellite-based irrigation controllers to reduce over-watering. The system would achieve savings by adjusting watering schedules to weather, soil evaporation, and plant transpiration information specific to Garden City so that the irrigation system would provide only the quantity of water actually needed by the landscape plantings. Web-based software would allow for 24/7 monitoring and leak detection capabilities. This measure is not recommended at this time due to long payback.

Ultra High Efficiency Split Systems

The installation of ultra high efficiency equipment was investigated as all alternative to the high efficiency split systems included in FIM 6.00. The ultra high efficiency systems would have a cooling efficiency of 16 SEER and a heating efficiency of 95%. This option is not recommended due to long payback.

City Pool Leak Repair

The City Pool experienced a significant loss of water during the last operating season. Testing conducted by the city resulted in a five inch drop in pool water level over seventeen hours. This is approximately 6,300 gallons per hour for a total cost of approximately \$27,000 over the operating season. The cause of the water loss has not been determined and was deemed to be beyond the scope of this project.

Low Flow Plumbing Fixtures

Siemens investigated replacement of existing high flow toilets, urinals, and faucets with new low flow fixtures. This measure is not recommended at this time due to long payback.

High Efficiency Motor Replacements

Several pump motors were evaluated for replacement with new premium efficiency units. These motors were not recommended for replacement due to the combination of long payback and adequate condition of the existing equipment. Siemens recommends that premium efficiency motors be selected whenever replacement of existing motors is required.

SECTION V – MEASUREMENT AND VERIFICATION PLAN

This section of the report provides information for the measurement and verification (M&V) of the savings associated with each of the facility improvement measures (FIMs) recommended for implementation.

Facility energy or water savings are determined by comparing the energy use before and after the installation of energy efficiency measures. The “before” case is called the baseline; the “after” case is referred to as the post-installation or performance period. Proper determination of savings includes adjusting for changes that affect energy use, but that are not caused by the improvement measures. Such adjustments may account for differences in weather and occupancy conditions between the baseline and performance periods.

In general,

$$\text{Savings} = \text{Baseline Energy Use} - \text{Post Installation Energy Use} \pm \text{Baseline Adjustments}$$

Section V.A provides additional information about the different approaches to M&V, Section V.B provides information on the M&V option selected for each measure.

A. MEASUREMENT AND VERIFICATION OPTIONS

Measurement and Verification Options: There are five measurement and verification options to measure and verify energy/utility Savings: Option A – Retrofit Isolation: Key Parameter Measurement; Option B – Retrofit Isolation: All Parameter Measurement; Option C – Whole Facility; and, Option D – Calibrated Simulation. Options A through and including D are part of the IPMVP. Option E-Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the EEM’s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer’s specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated.

Option B – Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurements of the entire facility’s energy use are taken throughout the reporting period.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual

energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation.

Option E – Stipulated: This Option is the method of measurement and verification applicable to FIMs consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer’s measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both the CITY and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the savings stipulated will be achieved upon completion of the EEM and no further measurements or calculations will be performed during the Performance Guarantee Period.

B. M&V OPTION SELECTED FOR EACH MEASURE

This section provides information for the M&V option selected for each of the recommended measures.

Table V.1 M&V Option – Listed by FIM

FIM ID	FACILITY	FIM DESCRIPTION	M&V Type
1.00	City Wide	Street Lighting Retrofits	A
2.00	City Wide	Building Lighting Retrofits	A
3.00	City Administration, WWTP Admin & Lab, Recreation Center Facility, Airport, Water Department, Fleet Maintenance Complex	Building Weatherization	E
7.00	WWTP Admin & Lab, Airport Buildings, Solid Waste Recycling/Traffic	Programmable Thermostats	E
8.00	City Wide	Misc O&M Repairs	E

FIMs 1.00 AND 2.00 - LIGHTING RETROFITS – OPTION A

Buildings

- Street Lighting
- City Administration
- Airport
- Labrador Fire Station
- Fleet Maintenance Complex
- Buffalo Dunes Golf Course
- Recreation Center Facility
- Solid Waste Recycling/Traffic
- Waste Water Treatment Plant
- Zoo Buildings
- Athletic Fields

Description

Savings generated by lighting retrofits shall be based upon the reduced lighting wattages. The following one-time calculations are used to determine the amount of savings for the entire Performance Guarantee Period.

Calculations

$$kW_{\text{saved/month}} = kW_{\text{before}} - kW_{\text{after}}$$

$$kWh_{\text{saved}} = kW_{\text{saved}} \times \text{Runtime}$$

$$\sum_{\text{Buildings}} \text{Annual \$ Savings} = kWh_{\text{saved}} \times (\$/kWh) + 12 \times kW_{\text{saved/month}} \times (\$/kW_{\text{total}})$$

Definition of Variables

kW_{after}	Fixture Wattage
kW_{before}	Fixture Wattage
Runtime:	Stipulated

Measurement or Reference Tables

Average KW per Fixture Type Pre – 80/20 Sample of 80% of connected load using Cv of 0.2
Average KW per Fixture Type Post – 80/20 Sample of 80% of connected load using Cv of 0.1

YEAR 0 COMMISSIONING:

Commissioning Activities

A one-time 80/20 Sample of 80% of connected load using Cv of 0.1 kW measurements for each major fixture type, as describe below. Each fixture's pre and post wattage measurement will be used along with the actual installed lighting survey to calculate savings. Pre and post lighting burn hours used in the energy calculation for each fixture are based on agreed upon stipulated hours that are given in the Appendices.

A deficiency list will be generated identifying all work found to be incomplete. All deficiencies must be resolved in a timely manner.

Upon completion of all validation activities, a report shall be generated which will include documentation of all deficiencies found, corrective actions taken, measurements, and analysis.

Reporting

Annual savings report will document calculated savings along with any variance from the original scope.

Specifications on Measurement Tools

kW meter
Lighting meter

YEAR 1-3 MEASUREMENT AND VERIFICATION:

M&V Activities

Visually inspect 90/10 Sample of 80% of connected load using Cv of 0.1 of fixtures for verification that they have not changed.

Verify customer is replacing lamps, ballasts and fixtures per specifications.

Reporting

Annual savings report will document calculated savings along with any variance from the original scope.

Specifications on Measurement Tools

None

Responsibility for Client

Lamp, ballast, and fixture replacements per specifications. Manufacturers' product warranty should extend through 3-year guarantee period.

FIM 3.00 - WEATHERIZATION/BUILDING ENVELOPE REPAIRS – OPTION E

Buildings

- City Administration Center
- Waste Water Treatment Plant Admin & Laboratory Building
- Recreation Center Facility
- Airport Terminal
- Airport Office
- Flight Deck Restaurant
- Air Traffic Control Tower
- EagleMed Office
- Water Department Warehouse & Office
- Maintenance Building

Description

Savings generated by sealing wall gaps, installing weather stripping around man doors and overhead doors, sealing miscellaneous exterior holes, and sealing wall/floor joints to reduce air infiltration. Building space conditions, bin weather data values, and agreed upon hours are stated in the Appendices. The following one-time calculations are used to determine annual savings for the entire Performance Guarantee Period.

Calculations

The following saving calculations will be made for each temperature bin for the hours from occupied and unoccupied times using actual weather temperature bin data:

$$BTU = \text{Crack Length} * \left(\frac{\text{Pre CFM}}{\text{Linear Foot}} - \frac{\text{Post CFM}}{\text{Linear Foot}} \right) * (\text{Zone Temp} - \text{BIN Temp}) * 1.08 * \left(\frac{\text{BTU} * \text{min}}{\text{°F} * \text{hr} * \text{ft}^3} \right) * \text{BIN Hours}$$

$$\text{Therms} = \frac{\sum BTU}{\text{Heating Eff.} \times 100,000 \text{ Btu/Therm}}$$

$$kWh = \frac{-1 \times \sum BTU \times \text{Cooling Eff.}}{12,000 \text{ Btu/Ton}}$$

Annual Dollar Savings (\$) = Therms x \$/ Therm+ kWh x \$ / kWh

Calculations Variables Index / Baseline Values

Heating System Efficiency = Facility dependant (See Appendices)

Cooling System Efficiency = Facility dependant (See Appendices)

Building Space Temperature Set Points - Facility dependant (See Appendices)

Current Doors	0.6	CFWLF
Door with new seal	0.1	CFWLF
Overhead Door	0.6	CFWLF
Overhead Door with new seal	0.1	CFWLF
Current Roof/Wall	0.4	CFWLF
Sealed Roof/Wall	0.1	CFWLF
Current Window	0.6	CFWLF
Window with new seal	0.1	CFWLF
Open Holes(s)	0.6	CFWLF
Open Holes(s) with new seal	0.1	CFWLF

YEAR 0 COMMISSIONING:

Inspection of all installed, foam, caulk, and weather stripping to verify all work has been installed properly in the correct locations according to the floor plan layouts, refer to Appendices.

A deficiency list will be generated identifying all work found to be incomplete. All deficiencies must be resolved in a timely manner.

Upon completion of all validation activities, a report shall be generated which will include documentation of all deficiencies found, corrective actions taken, measurements, and analysis.

Reporting

Annual savings report will document calculated savings based on the findings of the inspection.

Specifications on Measurement Tools

Handheld Laser Distance Measuring Tool

YEAR 1-3 MEASUREMENT AND VERIFICATION:

M&V Activities

Inspect at least 1 of each installed weatherization type at each building.

Reporting

Annual savings report will document calculated savings based on the findings of the inspection.

Specifications on Measurement Tools

None

Responsibility for CLIENT

Standard manufacturer's recommended maintenance necessary to maintain building envelope weatherization improvements.

FIM 7.00 - Programmable Thermostats – Option E

Buildings

- Waste Water Treatment Plant Admin & Laboratory
- Airport Office
- Flight Deck Restaurant
- Solid Waste Recycling/Traffic

Description

Savings generated by reducing the space temperature during unoccupied times shall be calculated by verifying actual building setback temperature schedules. The building hours of operation and setback space temperature setting are given in the Appendices. The following one-time calculations are used to determine annual savings for the entire Performance Guarantee Period.

Calculations

The following saving calculations will be made for each temperature bin using actual building setback temperature schedules taken during the first year to determine the annual energy savings.

Annual Heating Savings (BTUs) = Bin Setback Hrs x (Avg. Pre Space Temp – Avg. Post Space Temp) x (Building Surface Area x U-value) / Heating System Efficiency

Annual Cooling Savings (kWh) = Bin Setback Hrs x (Avg. Pre Space Temp – Avg. Post Space Temp) x (Building Surface Area x U-Value) / 12,000 Btu/Ton x Cooling System Efficiency

Annual Dollar Savings (\$) = (Heating Savings BTUs / 100,000 BTU/Therm x \$/Therm) + (Cooling Savings kWh x \$/kWh)

Calculations Variables Index / Baseline Data

Setback Hours = Facility Dependent
Gas Heating System Efficiency = Facility Dependent
Cooling System Efficiency = Facility Dependent
Space Temperature Setting = Facility Dependent

Measurement or Reference Tables

Verify Unoccupied Times and Space Temperature
Bin Weather Data

YEAR 0 COMMISSIONING:

Commissioning Activities

Inspection of installed programmable thermostats to verify all work has been installed properly and that the correct occupied schedule, occupied temperature set points, and unoccupied temperature set points are in place, refer to Appendices for schedule details. Any variations from the original scope will be updated in the savings calculation and documented.

Verify that one thermostat per building is functioning properly by turning the appropriate equipment on and off using the thermostat.

A deficiency list will be generated identifying all work found to be incomplete. All deficiencies must be resolved in a timely manner.

Upon completion of all validation activities, a report shall be generated which will include documentation of all deficiencies found, corrective actions taken, measurements and analysis.

Reporting

Annual savings report will document calculated savings based on the findings of the inspection.

Specifications on Measurement Tools

Documentation of schedules and set points.

YEAR 1-3 MEASUREMENT AND VERIFICATION:

M&V Activities

50% of the installed programmable thermostats will be checked for the correct occupied schedule, occupied temperature set points, and unoccupied temperature set points are in place, refer to Appendices. Any variations from the original scope will be updated in the savings calculation and the cost impact will be reported and documented.

Reporting

Annual savings report will document calculated savings.

Specifications on Measurement Tools

None.

Responsibility for CLIENT

Maintain occupied and unoccupied schedules and space temperature set points.
On-going maintenance of programmable thermostats.
Replace with like in kind in the event of unexpected damage.

APPENDIX A – SUPPORTING INFORMATION

Thermography Inspection Report

Thermography Inspection Report For:

Garden City Utilities

Thermographer: Gary Hiatt

Inspection Date: January 5, 2015

Report Description: This report includes images taken of areas requiring maintenance at you earliest convenience. All of the images in this report are of loose connections that should be corrected.

The areas visited were the Waste Water Treatment Plant, the Administrative Building downtown, and two Water Department distribution pumps that were in operation. Due to low demand on the system at this time of year, I was informed more pumps could not be run.



Garden City, Kansas Public Works Department

Subject: Electrical Distribution Equipment general condition

The equipment at the Waste Water Treatment Plant is in quite good condition and is in the process of being upgraded with VFD's and Soft Starts in place of Starters in several MCC's. Overall the equipment looked very good, although it does not appear that anything has been tested since there are no stickers from any company verifying proper operation of breaker settings. I would recommend that a plan to get the breakers over 200 Amps tested, be thought about.

The equipment for the Water Department Pump Stations appears to also be in pretty good condition although very dirty in Station 3. The same testing issue exists with the Stations.

The equipment in the Administration Building is in very poor condition and it is obsolete FPE gear. If any of this equipment should fail, it would be very difficult if not impossible to find repair parts. After discussing the situation with Mr. Sam Curran, he advised that he had already initiated a process to change out all the equipment in the Administration Building in the near future. The testing of this new equipment should also be part of the installation process.

The Infracan Report has been forwarded from this office and if there are any questions, please do not hesitate to give me a call.

Gary Hiatt
Senior Electric Service Specialist

Siemens Industry, Inc.
Building Technology Division

7810 Shaffer Parkway, Suite 100
Denver, CO 80127

Tel: (303) 279-8500
Fax: (303) 568-7397

Service Overview

We help make any building smart, efficient and sustainable. Keeping your facility and its operations performing at their best requires your electrical systems infrastructure to deliver – reliably and efficiently.

Recommendations

Recommendations have been made on each of the finding

Summary & Savings

- 10 items failed inspection
- Take action immediately on 1 of 10 items*
- Revisit 1 of 10 items at shut down

Why is this important to your business?

Our service:

- 56% of all electrical fire losses are due to a lack of preventive maintenance (PM)
- With PM, the failure rate of most electrical equipment is below 30%, without maintenance, it is above 70%.
- Energy savings vary from \$1.50/day for critical electrical faults to \$0.15/day for minor electrical faults
- Provides indications of excessive wear and damage to your systems before a catastrophic failure occurs.

What could have happened?

- Compromised employee safety
- Non-compliance with OSHA
- Damage to equipment
- Increased energy costs
- Downtime

IR Cost Avoidance Calculator

Severity of Fault	Number of Faults per Survey	Average Utility Cost per Day	Average Repair Cost (Equipment and Labor) per Fault	Total
Minor (1 F to 9 F Above Normal)	2	\$0.15	\$500.00	\$1,109.50
Intermediate (10 F to 34 F Above Normal)	6	\$0.40	\$500.00	\$3,876.00
Serious (35 F to 75 F Above Normal)	1	\$0.75	\$3,000.00	\$3,273.75
Critical (>75 F Above Normal)	1	\$1.50	\$3,000.00	\$3,547.50
Total Potential Cost Savings				\$11,806.75

SIEMENS INDUSTRY

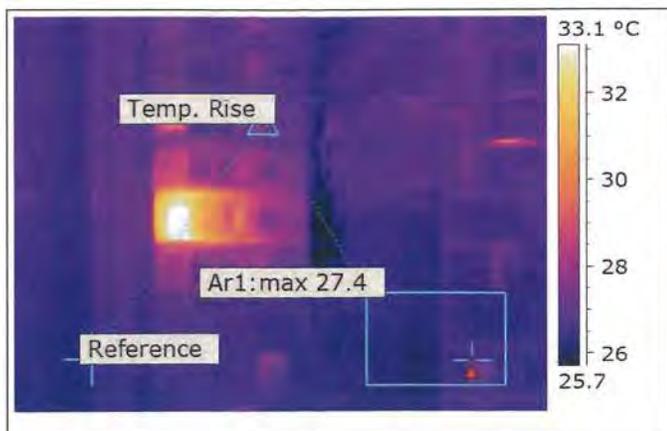


Image File Name: IR_0980.jpg

Date	1/6/2015
Image Time	8:46:25 AM
Emissivity	0.78
Max Temperature	34.1 °C
Ar1 Max. Temperature	27.4 °C
Reference Temperature	26.4 °C
Temp. Rise Value	1.0 °C

Location	WWTP MCC1
Equipment	Panel SHP, Ckt. 13
Problem	Loose connection
Recommendation	Tighten connection

Comments: None further.

SIEMENS INDUSTRY

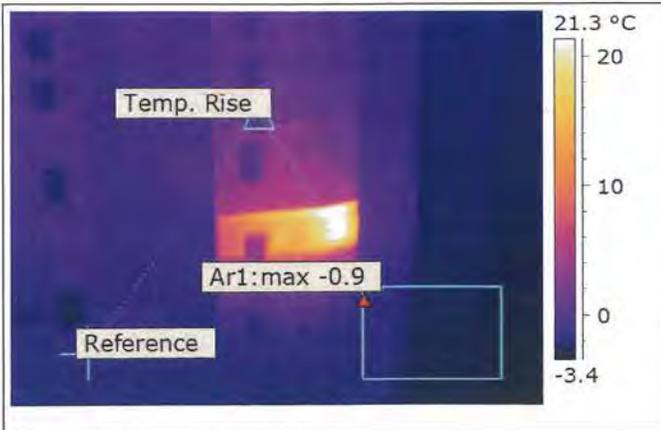


Image File Name: IR_0984.jpg

Date	1/6/2015
Image Time	8:59:27 AM
Emissivity	0.78
Max Temperature	24.5 °C
Ar1 Max. Temperature	-0.9 °C
Reference Temperature	-1.3 °C
Temp. Rise Value	0.4 °C

Location	WWTP, Headworks
Equipment	Panel LP-1, Ckt. 34
Problem	Loose Connection
Recommendation	Tighten connection.

Comments: None further.

SIEMENS INDUSTRY

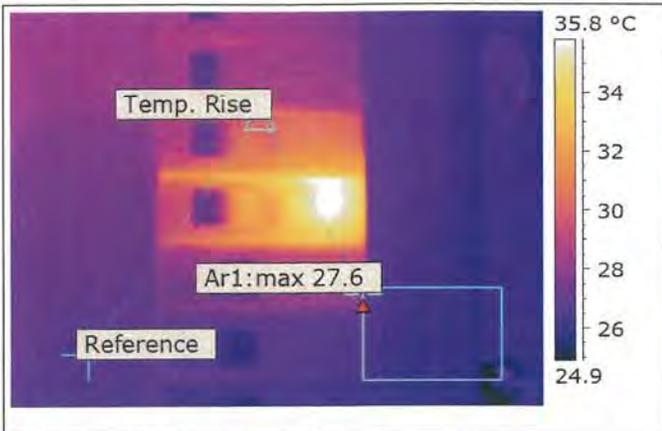


Image File Name: IR_0986.jpg

Date	1/6/2015
Image Time	9:16:09 AM
Emissivity	0.78
Max Temperature	36.2 °C
Ar1 Max. Temperature	27.6 °C
Reference Temperature	26.7 °C
Temp. Rise Value	0.9 °C

Location	WWTP, Headworks
Equipment	Panel ESPP-1, Ckt. 18
Problem	Loose connection
Recommendation	Tighten connection

Comments: None further.

SIEMENS INDUSTRY

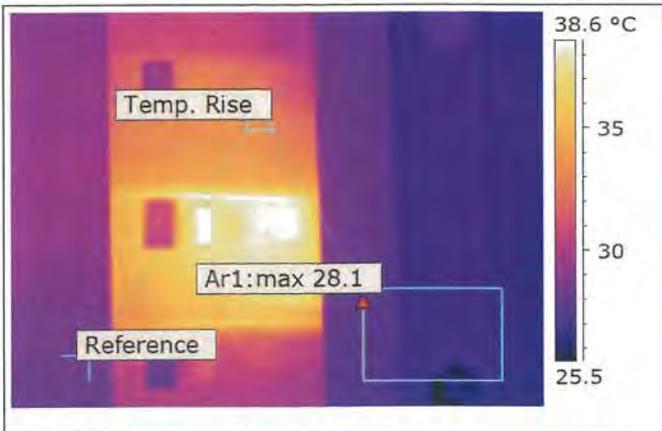


Image File Name: IR_0988.jpg

Date	1/6/2015
Image Time	9:16:51 AM
Emissivity	0.78
Max Temperature	39.1 °C
Ar1 Max. Temperature	28.1 °C
Reference Temperature	28.4 °C
Temp. Rise Value	0.3 °C

Location	WWTP, Headworks
Equipment	Panel SPP-1, Ckt. 18
Problem	Loose connection.
Recommendation	Tighten connection.

Comments: None further.

SIEMENS INDUSTRY

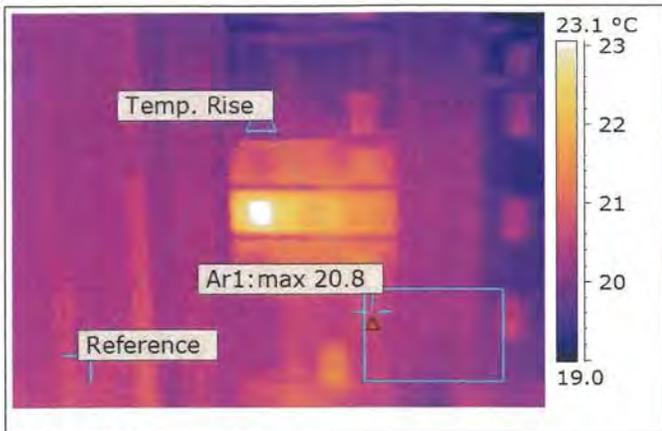


Image File Name: IR_0990.jpg

Date	1/6/2015
Image Time	9:55:11 AM
Emissivity	0.78
Max Temperature	23.7 °C
Ar1 Max. Temperature	20.8 °C
Reference Temperature	20.5 °C
Temp. Rise Value	0.3 °C

Location	WWTP, Maintenance Building
Equipment	Dist. Panel, Ckt. 29
Problem	Loose connection
Recommendation	Tighten connection

Comments:

SIEMENS INDUSTRY

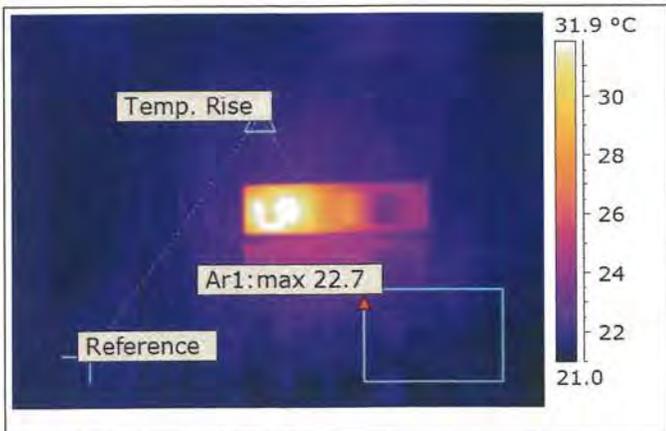


Image File Name: IR_0992.jpg

Date	1/6/2015
Image Time	9:55:21 AM
Emissivity	0.78
Max Temperature	33.2 °C
Ar1 Max. Temperature	22.7 °C
Reference Temperature	21.6 °C
Temp. Rise Value	1.1 °C

Location	WWTP, Maintenance Building
Equipment	Dist. Panel Ckt. 1
Problem	Loose connection
Recommendation	Tighten connection.

Comments:None further.

SIEMENS INDUSTRY

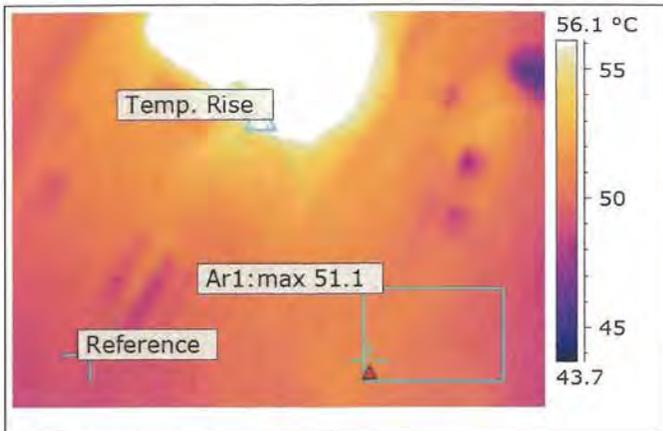


Image File Name: IR_0994.jpg

Date	1/6/2015
Image Time	11:34:11 AM
Emissivity	0.78
Max Temperature	63.2 °C
Ar1 Max. Temperature	51.1 °C
Reference Temperature	49.2 °C
Temp. Rise Value	1.9 °C

Location	Administration Building
Equipment	1 st Floor Janitor closet Rt. Panel
Problem	Ckt 37, Loose connection load side
Recommendation	Tighten connection

Comments: None further

SIEMENS INDUSTRY

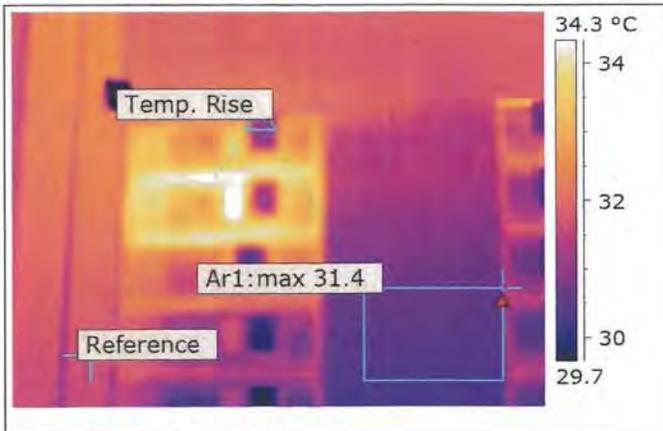


Image File Name: IR_1000.jpg

Date	1/6/2015
Image Time	10:16:27 AM
Emissivity	0.78
Max Temperature	34.8 °C
Ar1 Max. Temperature	31.4 °C
Reference Temperature	31.6 °C
Temp. Rise Value	0.2 °C

Location	WWTP, UV Building, MCC-5 Room
Equipment	Left Dist Panel, Ckt. 3
Problem	Loose or load heating
Recommendation	Tighten or verify load.

Comments: None further

SIEMENS INDUSTRY

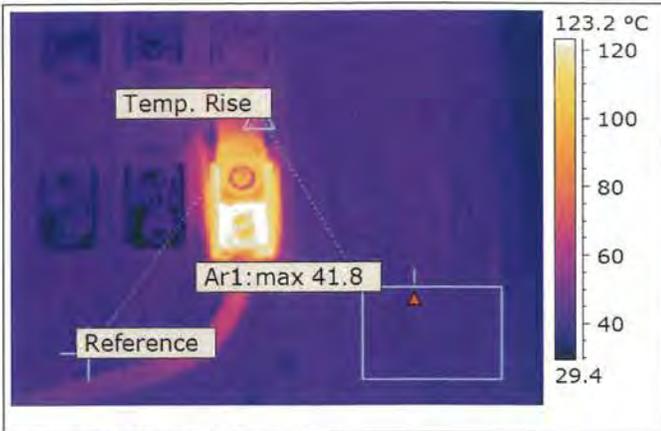


Image File Name: IR_1002.jpg

Date	1/6/2015
Image Time	10:17:13 AM
Emissivity	0.78
Max Temperature	*126.4 °C
Ar1 Max. Temperature	41.8 °C
Reference Temperature	41.8 °C
Temp. Rise Value	0.1 °C

Location	WWTP, MCC-5 UV Building
Equipment	C Phase control fuse
Problem	Loose connection
Recommendation	Tighten connection.

Comments: None further.

SIEMENS INDUSTRY

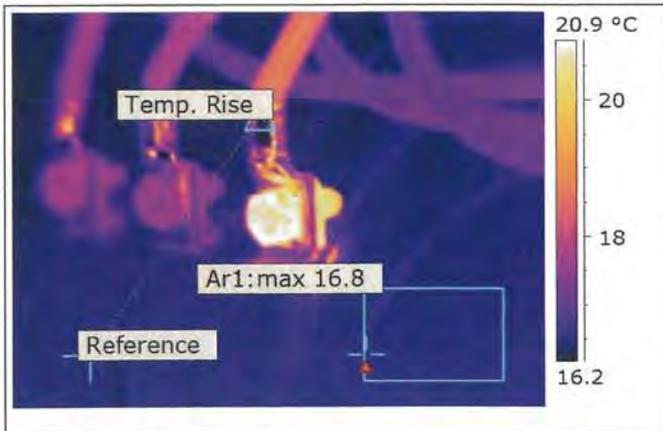


Image File Name: IR_1008.jpg

Date	1/6/2015
Image Time	1:33:38 PM
Emissivity	0.78
Max Temperature	21.7 °C
Ar1 Max. Temperature	16.8 °C
Reference Temperature	16.4 °C
Temp. Rise Value	0.4 °C

Location	Pump Station RO, Pump 3
Equipment	Contactors C Phase
Problem	Connection loose
Recommendation	Tighten connection.

Comments: None further.

City of Garden City

Cashflow Analysis - Scenario #1 - 10 Year Term

CAPITAL INVESTMENT	\$	3,157,620
Rebates	\$	-
Capital Buy-down	\$	-
NET INVESTMENT FINANCED	\$	3,157,620

	YEAR 0	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	TOTALS	
PROJECT FUNDING																		
Utility Savings - M&V	\$ 80,500	\$ 159,609	\$ 164,397	\$ 169,329	\$ 174,409	\$ 179,641	\$ 185,031	\$ 190,581	\$ 196,299	\$ 202,188	\$ 208,254	\$ 214,501	\$ 220,936	\$ 227,564	\$ 234,391	\$ 241,423	\$ 3,049,054	
Utility Savings - Engineering Cales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operational Savings	\$ 61,307	\$ 125,930	\$ 129,708	\$ 133,599	\$ 137,589	\$ 141,596	\$ 145,666	\$ 149,827	\$ 154,066	\$ 149,933	\$ 154,431	\$ 159,064	\$ 163,836	\$ 168,751	\$ 173,814	\$ 179,028	\$ 2,294,692	
Escrow Interest Earnings	\$ 1,263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,263	
Capital Cost Avoidance	\$ -	\$ 107,500	\$ 107,500	\$ 107,500	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 362,500	
TOTAL PROJECT FUNDING	\$ 143,070	\$ 393,039	\$ 401,605	\$ 410,428	\$ 327,998	\$ 337,238	\$ 322,941	\$ 331,908	\$ 341,865	\$ 352,121	\$ 362,685	\$ 373,566	\$ 384,772	\$ 396,316	\$ 408,205	\$ 420,451	\$ 5,707,509	
EXPENSES																		
Third Party Financing	\$ -	\$ (472,477)	\$ (396,280)	\$ (404,940)	\$ (322,360)	\$ (331,420)	\$ (316,260)	\$ (325,740)	\$ (335,520)	\$ (345,580)	\$ (355,952)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,606,429)	
Technical Resource Services	\$ -	\$ (83,156)	\$ (5,311)	\$ (5,470)	\$ (5,634)	\$ (5,803)	\$ (5,977)	\$ (6,157)	\$ (6,341)	\$ (6,531)	\$ (6,727)	\$ (6,929)	\$ (7,137)	\$ (7,351)	\$ (7,573)	\$ (7,799)	\$ (95,896)	
TOTAL EXPENSES	\$ -	\$ (477,533)	\$ (401,591)	\$ (410,410)	\$ (327,994)	\$ (337,223)	\$ (322,237)	\$ (331,897)	\$ (341,861)	\$ (352,111)	\$ (362,679)	\$ (6,929)	\$ (7,137)	\$ (7,351)	\$ (7,573)	\$ (7,799)	\$ (3,702,325)	
ANNUAL CASH FLOW	\$ 143,070	\$ (38,494)	\$ (39,986)	\$ (39,982)	\$ (38,426)	\$ (3,610,824)												
CUMULATIVE CASH FLOW	\$ 143,070	\$ 104,576	\$ 64,590	\$ 24,608	\$ (13,818)	\$ (42,244)	\$ (80,670)	\$ (119,096)	\$ (157,522)	\$ (195,948)	\$ (234,374)	\$ (272,800)	\$ (311,226)	\$ (349,652)	\$ (388,078)	\$ (426,504)	\$ (1,100,129)	

Escalation 3.00%
 Estimated Construction Period (months) 12

Sources of Financing	Rate	Years	Amount
Third Party Financing	2.50%	15	\$ 3,157,620

Payment Number	Payment Payment	Interest Amount	Principal Amount	Purchase Option Price
1	118,094.24	60,295.61	57,798.63	3,192,816.01
2	118,094.24	19,606.37	98,487.87	3,091,373.51
3	118,094.24	18,983.43	99,110.81	2,989,289.37
4	118,094.24	18,356.56	99,737.68	2,886,559.56
2016 Total:	472,376.96	117,241.97	355,134.99	
5	99,070.00	17,725.72	81,344.28	2,802,774.95
6	99,070.00	17,211.22	81,858.78	2,718,460.41
7	99,070.00	16,693.46	82,376.54	2,633,612.57
8	99,070.00	16,172.43	82,897.57	2,548,228.08
2017 Total:	396,280.00	67,802.83	328,477.17	
9	101,235.00	15,648.10	85,586.90	2,460,073.57
10	101,235.00	15,106.76	86,128.24	2,371,361.48
11	101,235.00	14,562.00	86,673.00	2,282,088.29
12	101,235.00	14,013.79	87,221.21	2,192,250.44
2018 Total:	404,940.00	59,330.65	345,609.35	
13	80,590.00	13,462.12	67,127.88	2,123,108.73
14	80,590.00	13,037.54	67,552.46	2,053,529.69
15	80,590.00	12,610.27	67,979.73	1,983,510.57
16	80,590.00	12,180.30	68,409.70	1,913,048.58
2019 Total:	322,360.00	51,290.23	271,069.77	
17	82,855.00	11,747.60	71,107.40	1,839,807.96
18	82,855.00	11,297.85	71,557.15	1,766,104.10
19	82,855.00	10,845.25	72,009.75	1,691,934.05
20	82,855.00	10,389.79	72,465.21	1,617,294.89
2020 Total:	331,420.00	44,280.49	287,139.51	
21	79,065.00	9,931.45	69,133.55	1,546,087.33
22	79,065.00	9,494.18	69,570.82	1,474,429.39
23	79,065.00	9,054.14	70,010.86	1,402,318.20
24	79,065.00	8,611.32	70,453.68	1,329,750.91
2021 Total:	316,260.00	37,091.09	279,168.91	
25	81,435.00	8,165.70	73,269.30	1,254,283.53
26	81,435.00	7,702.28	73,732.72	1,178,338.83
27	81,435.00	7,235.92	74,199.08	1,101,913.78
28	81,435.00	6,766.61	74,668.39	1,025,005.33
2022 Total:	325,740.00	29,870.51	295,869.49	
29	83,880.00	6,294.33	77,585.67	945,092.09
30	83,880.00	5,803.60	78,076.40	864,673.40
31	83,880.00	5,309.77	78,570.23	783,746.07
32	83,880.00	4,812.81	79,067.19	702,306.86

2023 Total: 335,520.00 22,220.51 313,299.49

33 86,395.00 4,312.71 82,082.29 617,762.10

34 86,395.00 3,793.54 82,601.46 532,682.60

35 86,395.00 3,271.08 83,123.92 447,064.96

36 86,395.00 2,745.33 83,649.67 360,905.80

2024 Total: 345,580.00 14,122.66 331,457.34

37 88,988.00 2,216.24 86,771.76 271,530.89

38 88,988.00 1,667.41 87,320.59 181,590.68

39 88,988.00 1,115.11 87,872.89 91,081.60

40 88,988.00 559.26 88,428.74 0.00

2025 Total: 355,952.00 5,558.02 350,393.98

Grand Total: 3,606,428.96 448,808.96 3,157,620.00

Last interest amount decreased by 0.05 due to rounding.

PERFORMANCE CONTRACTING AGREEMENT

between

City of Garden City, Kansas

and

**Siemens Industry, Inc.,
Building Technologies Division**

TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. CLIENT Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

PERFORMANCE CONTRACTING AGREEMENT

Number: 44OP-123473

Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this day of , (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT: City of Garden City, Kansas

301 N 8th Street
Garden City, KS 67846

DESIGNATED REPRESENTATIVE: Mike Muirhead
PHONE: 620-271-1577 FAX: 620-276-1283

Siemens Industry, Inc., Building Technologies Division

1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: 8066 Flint St
Overland Park, KS

DESIGNATED REPRESENTATIVE: Cris Christenson
PHONE: 913-905-6700 FAX: 866-741-5380

For Work and Services in connection with the following project (the "Project"):

City of Garden City Performance Contract

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

None

PERFORMANCE CONTRACTING AGREEMENT

Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

Exhibits

Exhibit A	Scope of Work and Services
Exhibit B	Payment Schedule(s)
Exhibit C	Performance Assurance
Exhibit D1	Form of Certificate of Substantial Completion
Exhibit D2	Form of Certificate of Final Completion

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **The City of Garden City, Kansas**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

Agreed for **Siemens Industry, Inc.**

(Signature) by: _____

Print Name and Title: _____

(Signature) by: _____

Print Name and Title: _____

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

Acceptance means the CLIENT has signed, or is deemed to have signed, a Certificate of Final Completion.

Acceptance Date means the date on which the CLIENT signs or is deemed to have signed a Certificate of Final Completion.

Annual Performance Assurance Report means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

Annual Period means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

Annual Realized Savings means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

Applicable Law means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

Baseline means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

Baseline Period means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

BTU means a British Thermal Unit and is a unit of thermal energy.

Capital Off-Set Savings means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

Certificate of Final Completion means a document, in the form attached as Exhibit D2 hereto, indicating that the Work identified in Article 1 of the Scope of Work and Services-Exhibit A has been completed in accordance with the Agreement, including all items in the Outstanding Items List(s).

Certificate of Substantial Completion means a document, in the form attached as Exhibit D1 hereto, indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement. A Certificate of Substantial Completion may be accompanied by an Outstanding Items List.

CLIENT Representative means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

Construction Period means the period between the Effective Contract Date and the first day of the month following the Acceptance Date.

Construction Period Savings means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

Contracted Baseline means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

Deferred Maintenance means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

Deliverables shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

Effective Contract Date is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

Energy Conservation Measure or **ECM** means the SIEMENS Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

PERFORMANCE CONTRACTING AGREEMENT

Equipment means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

Escalation Rate means an annual percentage increase to be applied to the previous Annual Period's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

Facility or Facilities means the **building(s)** or structure(s) where Work will be installed or implemented.

Facility Improvement Measures or FIMs means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

FEMP means the Federal Energy Management Program managed by the United States Department of Energy.

FEMP Guidelines means the FEMP M&V Guidelines v. 3.0 published by FEMP as M&V Guidelines; Measurement and Verification for Federal Energy Management Projects.

Guarantee Date means the first day of the month following the date on which the CLIENT executes, or is deemed to have executed, the Certificate of Final Completion.

Guaranteed Annual Savings are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

Guaranteed Measured & Verified Savings means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

Guaranteed Savings means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

Hazardous Materials refers to the definition found in Section 11.1.

Instruments means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

Intellectual Property Rights or Intellectual Property means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

IPMVP means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

kW and **kWh** means kilowatt and kilowatt hour, respectively.

Maintenance Services Program or MSP means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

Material Change means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

Measured & Verified Savings means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

Oil refers to the definition found in Section 11.1.

PERFORMANCE CONTRACTING AGREEMENT

Operational Savings means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

Outstanding Items List means a list of items in need of completion or correction that relates to the Work, or a designated portion thereof that is Substantially Complete. The absence of such items does not deprive the CLIENT of the ability to put such Work, or a designated portion thereof to beneficial use. An Outstanding Items List may be attached to a Certificate of Substantial Completion.

Parties means the CLIENT and SIEMENS.

Performance Assurance is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

Performance Assurance Services Program or PASP means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

Performance Guarantee means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

Performance Guarantee Period means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

Permitted Users means the CLIENT, its employees and agents.

Savings means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

Savings Shortfall means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

Services means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

SIEMENS Pre-existing Intellectual Property means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

SIEMENS Product means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

Software Product means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

Stipulated Savings are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the

PERFORMANCE CONTRACTING AGREEMENT

IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

Substantial Completion or Substantially Complete means the Work, or any identifiable portion thereof, which is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes.

Therm is a measure of energy equal to 100,000 BTUs.

Total Guaranteed Savings means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

Work means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

Work Product Deliverable means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

Article 3

General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
 - (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
 - (d) To SIEMENS best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
 - (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;

PERFORMANCE CONTRACTING AGREEMENT

- (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
- (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;
- (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
- (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
 - (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS' discovery of a Material Change and with prompt notice to CLIENT, SIEMENS will either:
- (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
 - (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
 - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
 - (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.

PERFORMANCE CONTRACTING AGREEMENT

- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
- 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.
- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports.
- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse effect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any Facility where Work is to be performed;
 - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
 - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.

PERFORMANCE CONTRACTING AGREEMENT

- 4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of the Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:
- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
 - (b) The CLIENT will pay to SIEMENS 0% of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.
- 4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of such firm will be final and binding upon CLIENT and SIEMENS. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS' property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS' Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
- (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
 - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
 - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent.
- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and

PERFORMANCE CONTRACTING AGREEMENT

without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.

5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.

5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.

5.6 SIEMENS warrants that:

- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. The CLIENT's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at SIEMENS' option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

PERFORMANCE CONTRACTING AGREEMENT

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
- (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS' control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

Article 6

CLIENT Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and

PERFORMANCE CONTRACTING AGREEMENT

connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;

- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
- (m) If applicable, provide and pay for a dedicated voice grade dial-up phone line, or a mutually agreed communication method, and install a terminal block, or an equivalent communication mechanism, in a mutually agreed upon location. All on-line service Equipment (excluding the phone line) will remain the property of SIEMENS unless otherwise stated herein.

6.2 Unless contrary to Applicable Law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CLIENT shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

Article 7

Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS' reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and an equitable adjustment will be made to SIEMENS' compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, SIEMENS may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination, and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

Article 8

Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CLIENT. If the CLIENT disagrees with any portion of an

PERFORMANCE CONTRACTING AGREEMENT

invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.

- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid within thirty (30) days of invoice date, the CLIENT shall pay interest from invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. The CLIENT shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.
- 8.5 Except to the extent expressly agreed herein, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
 - (b) Work and/or services performed at times other than during SIEMENS' normal working hours, unless otherwise agreed to in Exhibit A; or
 - (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all or an independent definable phase or portion of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will sign the Certificate of Substantial Completion and return it to SIEMENS;
 - (b) A Certificate of Substantial Completion may include, as an attachment to it, an Outstanding Items List prepared by SIEMENS;
 - (c) If the CLIENT does not concur that the Work is Substantially Complete, then, within five (5) business days of receiving the Certificate of Substantial Completion, the CLIENT shall notify SIEMENS in writing of the reasons it believes the Work is not Substantially Complete;
 - (d) If SIEMENS disagrees with the CLIENT as to whether the Work is Substantially Complete, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
 - (e) If, within five (5) business days of receiving the Certificate of Substantial Completion the CLIENT fails to sign the Certificate, and within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice of the reasons the CLIENT believes that the Work is not Substantially Complete, then in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 After the CLIENT signs and returns, or is deemed to have signed and returned to SIEMENS all of the Certificates of Substantial Completion relating to the Work, and after SIEMENS corrects and completes all of the items on all of the Outstanding Items Lists, if any, SIEMENS will submit to the CLIENT a Certificate of Final Completion which shall be subject to the following:

PERFORMANCE CONTRACTING AGREEMENT

- (a) If the CLIENT concurs that all of the items on all of the Outstanding Items Lists have been completed or corrected, the CLIENT will indicate its final acceptance of the Work by signing the Certificate of Final Completion and returning it to SIEMENS;
- (b) If the CLIENT does not concur that all of the items on all of the Outstanding Items Lists have been completed or corrected, then the CLIENT shall, within five (5) business days of receiving the Certificate of Final Completion, identify the items that, it believes, were not completed or corrected;
- (c) If SIEMENS disagrees that the items identified by the CLIENT have not been completed or corrected, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with section 9.3 herein;
- (d) If, within five (5) business days of receiving a Certificate of Final Completion, the CLIENT fails to sign that Certificate, and, within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice identifying the items on the Outstanding Items List(s) that, the CLIENT believes, were not completed or corrected, then the CLIENT will be deemed to have agreed to and signed and returned the Certificate of Final Completion.

9.3 Any disputes concerning the Substantial Completion or the Final Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of this firm with respect to Final Completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process.

Article 10

Insurance and Allocation of Risk

10.1 SIEMENS shall maintain, at SIEMENS' expense, the following insurances while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:

- (a) Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
- (b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
 - \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy
 - \$1,000,000 Each Employee
- (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
 - Products and Completed Operations
 - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:
 - Limits of liability shall be \$1,000,000 per occurrence/aggregate
- (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
 - \$1,000,000 per occurrence/aggregate
- (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
 - \$5,000,000 per occurrence/aggregate

10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract

PERFORMANCE CONTRACTING AGREEMENT

Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS' services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.

10.4 SIEMENS will indemnify the CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS' performance of the Work or Services. SIEMENS' obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CLIENT or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,500,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.

10.5 As to Patents and Copyrights:

- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.

PERFORMANCE CONTRACTING AGREEMENT

- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 11

Hazardous Materials Provisions

- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.
- 11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys'

PERFORMANCE CONTRACTING AGREEMENT

fees) arising out of any Oil or Hazardous Materials or from the CLIENT's breach of, or failure to perform its obligations under this Article.

11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.

Article 12

Miscellaneous Provisions

- 12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.
- 12.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth within which the Facilities are located.
- 12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.
- 12.5 Unless contrary to Applicable Law and with the exception of disputes arising under Article 4 or Article 9, all disputes not resolved by negotiation between the Parties shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the Parties. Except as provided in Article 8.4, the arbitrator shall have no authority to award, and shall not award, attorneys' fees. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter.
- 12.6 SIEMENS' performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement
- 12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.
- 12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 12.9 In the event that Applicable Law or the CLIENT requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$NA. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 13

Maintenance Services Program

13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.

PERFORMANCE CONTRACTING AGREEMENT

- 13.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS' sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Article 1: Scope of Work

- 1 *Description:* Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary for:

FIM 1.00: Street Lighting Retrofits
FIM 2.00: Building Lighting Retrofits
FIM 3.00: Building Weatherization
FIM 7.00: Programmable Thermostat Installation
FIM 8.00: Miscellaneous O&M Repairs

- 1.2 *Specific Elements:* The Work shall include the following:

1.2.1 FIM 1.00: Street and Trail Lighting Retrofits

SIEMENS shall provide all material, components and labor for the installation, retrofit and replacement of the existing street and Talley Trail lighting systems with new lighting technology as necessary to reduce energy consumption without reducing the lighting levels below the standards and practices established by the Illuminating Engineering Society of North America (IESNA).

The scope of work consists of replacing existing high intensity discharge (HID) street lighting fixtures with new LED fixtures. The new fixtures will be installed on the existing poles. Specific retrofit counts are as follows:

- Replace a total of (291) 400-watt HID street lighting fixtures with new 153-watt LED fixtures on existing poles
- Replace a total of (1,075) 250-watt HID street lighting fixtures with new 101-watt LED fixtures on existing poles
- Replace a total of (2,043) 100-watt HID street lighting fixtures with new 53-watt LED fixtures on existing poles
- Replace a total of (14) 295-watt HID trail lighting fixtures with new 26-watt LED fixtures on existing poles
- Replace a total of (102) 138-watt HID trail lighting fixtures with new 26-watt LED fixtures on existing poles

Fixture counts were provided to SIEMENS by CUSTOMER. Fixtures, and quantities, not specifically listed in this scope of work are not included as part of the work to be performed.

SIEMENS will be responsible for the electrical wiring at the fixture head it is the CUSTOMERS responsibility for any defective wiring beyond this point.

1.2.2 FIM 2.00: Building Lighting Retrofits

SIEMENS shall provide all material, components and labor for the installation, retrofit and replacement of the existing lighting systems with new lighting technology as necessary to reduce energy consumption without reducing the lighting levels below the standards and practices established by the Illuminating Engineering Society of North America (IESNA).

The scope of work for this measure includes the following facilities:

- City Administration
- Airport
- Labrador Fire Station
- Fleet Maintenance Complex
- Buffalo Dunes Golf Course
- Recreation Center Facility
- Solid Waste Recycling/Traffic
- Waste Water Treatment Facility
- Water Department
- Zoo
- Athletic Fields

Generally speaking, the Lighting Retrofit will consist of the following types of measures:

- Replacing T-12 fluorescent lamps and magnetic ballasts with low wattage T-8 fluorescent lamps and electronic ballasts.
- Replacing 32W T-8 fluorescent lamps with lower wattage 28W T-8 fluorescent lamps and ballast replacements.
- Replacing existing metal halide fixtures in the Recreational Center Facility with new T-8 fluorescent fixtures with electronic ballasts.
- Installing compact fluorescent or LED lamps in existing incandescent, halogen or metal halide fixtures or replacing the fixtures where appropriate.
- Installing LED fixtures in place of existing high pressure sodium, metal halide or halogen exterior light fixtures.

Refer to Room by Room Schedules located in Attachment 1 for detailed scopes of the work to be performed. Fixtures, and quantities, not specifically listed in the scope of work are not included as part of the work to be performed.

1.2.3 FIM 3.00: Building Weatherization

The scope of work for this measure includes the following facilities:

- City Administration
- Waste Water Treatment Plant Admin and Laboratory Building
- Recreation Center Facility
- Water Department Warehouse & Office
- Maintenance Building

SIEMENS shall provide all material, components, and labor to install weather-stripping, apply 2 part foam and caulk around external doors, and roof/wall joints. For details and locations of upgrades, please refer to Attachment 2.

1.2.4 FIM 7.00: Programmable Thermostat Installation

The scope of work for this measure includes installation of new programmable thermostats to control existing equipment in the Waste Water Treatment Plant Admin and Laboratory Building (3 thermostats), Airport Office (6 thermostats), Flight Deck Restaurant (1 thermostat), and Solid Waste Recycling/Traffic (1 thermostat).

1.2.5 FIM 8.00: Miscellaneous O&M Repairs

- Siemens shall, at the direction of the customer, manage or perform work identified to be necessary but outside of the project scope
- Funding for this work shall be drawn from the O&M repair fund
- Siemens shall not perform any work outside of the project scope after the designated O&M Fund unless further funding has been identified and approved.

Article 2: Work Implementation Period

2.1 Commencement of Work

- 2.1.1 SIEMENS shall commence the Work 5 calendar days from the Effective Contract Date, and shall perform the Work diligently and shall complete the Work no later than 300 calendar days from the day of commencement.

Article 3: Scope of Services-Performance Assurance Services Program

3.1 Lighting

The lighting systems installed will be inspected annually for proper operation and to be sure that the correct replacement lamps are being used.

3.2 Building Weatherization

Inspect at least 1 of each installed weatherization type at each building.

3.3 Programmable Thermostats

50% of the installed programmable thermostats will be checked for the correct occupied schedule, occupied temperature set points, and unoccupied temperature set points are in place annually. Any variations from the original scope will be updated in the savings calculation and the cost impact will be reported and documented.

3.4 SIEMENS will manage the savings guarantee consistent with Exhibit C Article 4. SIEMENS will provide a report documenting project savings on an annual basis within 90 days of the annual reporting period. SIEMENS will interpret this report and review the findings with the CLIENT.

Article 4: Scope of Services-Maintenance Services Program

(Please check one box only)

CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

NOT USED

Exhibit A - Scope of Work and Services
[City of Garden City, KS](#)

By signing below, this Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: **City of Garden City,
 Kansas**
Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: **Siemens Industry, Inc.**
Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
Printed Name: _____
 Title: _____
 Date: _____

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Lighting “Line X Lines”

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ADMIN BUILDING	2nd FLOOR	COMMISSION	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
ADMIN BUILDING	2nd FLOOR	CONFERENCE ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ADMIN BUILDING	2nd FLOOR	OFFICE HALLWAY	Fluorescent, (2) U-Tube, T-8 lamps	5	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	5
ADMIN BUILDING	2nd FLOOR	BACK OFFICE 1	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
ADMIN BUILDING	2nd FLOOR	BACK OFFICE 2	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ADMIN BUILDING	2nd FLOOR	BACK OFFICE WORK ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
ADMIN BUILDING	2nd FLOOR	MAIN OFFICE 1	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ADMIN BUILDING	2nd FLOOR	MAIN OFFICE 2	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ADMIN BUILDING	2nd FLOOR	MAIN OFFICE 3	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ADMIN BUILDING	2nd FLOOR	MAIN OFFICE 4	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
ADMIN BUILDING	2nd FLOOR	MAIN OFFICE 5	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	2nd FLOOR	SECRETARY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
ADMIN BUILDING	2nd FLOOR	RECEPTIONIST	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
ADMIN BUILDING	2nd FLOOR	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	2nd FLOOR	HALL BATHROOMS	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ADMIN BUILDING	2nd FLOOR	MEETING ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	15	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	15
ADMIN BUILDING	1ST FLOOR	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
ADMIN BUILDING	1ST FLOOR	SERVICES & FINANCE OFFICE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	19	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	19
ADMIN BUILDING	1ST FLOOR	RECORDS	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ADMIN BUILDING	1ST FLOOR	DATA PROCESSING	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	DATA PROCESSING STORAGE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ADMIN BUILDING	1ST FLOOR	BREAK ROOM 1	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ADMIN BUILDING	1ST FLOOR	BREAK ROOM 2	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ADMIN BUILDING	1ST FLOOR	FINANCE 1	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	FINANCE 2	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	STORAGE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ADMIN BUILDING	1ST FLOOR	INSPECTIONS 1	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	13	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	13
ADMIN BUILDING	1ST FLOOR	INSPECTIONS 1	Fluorescent, (2) U-Tube, T-8 lamps	2	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	INSPECTIONS 2	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	INSPECTIONS 3	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	ENGINEERING SECRETARY	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	ENGINEERING WORK ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ADMIN BUILDING	1ST FLOOR	ENGINEERING BREAK ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	ENGINEERING OFFICE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	ENGINEERING LAB	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	ENGINEERING SURVEY	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ADMIN BUILDING	1ST FLOOR	ENGINEERING MAIN	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	11	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	11
ADMIN BUILDING	BASEMENT	STORAGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
ADMIN BUILDING	BASEMENT	TELEPHONE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ADMIN BUILDING	BASEMENT	INFORMATION TECHNOLOGY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	13	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	13

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ADMIN BUILDING	BASEMENT	INFORMATION TECHNOLOGY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ADMIN BUILDING	BASEMENT	ARCHIVES	Fluorescent, (2) 96", STD lamps	4	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
ADMIN BUILDING	BASEMENT	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
ADMIN BUILDING	BASEMENT	GIS	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	10	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	10
ADMIN BUILDING	EXTERIOR	ENGINEERING	High Pressure Sodium, (1) 150W lamp	1	LED Canopy Fixture, Small	1
ADMIN BUILDING	INTERIOR	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	24	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	24
AIRPORT	Terminal UPPER FLOOR	UPPER HALLWAY	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
AIRPORT	Terminal UPPER FLOOR	UPPER HALLWAY BATHROOMS	Incandescent, (1) 52W lamp	2	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	2
AIRPORT	Terminal UPPER FLOOR	UPPER HALLWAY BATHROOMS	Incandescent, (2) 52W lamp	2	Compact Fluorescent, (2) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	2
AIRPORT	Terminal UPPER FLOOR	ADMIN. CONFERENCE ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
AIRPORT	Terminal UPPER FLOOR	ADMIN. OFFICE 1	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	Terminal UPPER FLOOR	ADMIN. OFFICE 1	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	Terminal UPPER FLOOR	ADMIN. OFFICE 2	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	Terminal UPPER FLOOR	ADMIN. OFFICE 3	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	Terminal UPPER FLOOR	ADMIN. BREAK ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	Terminal UPPER FLOOR	ADMIN. STORAGE	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	Terminal UPPER FLOOR	LIFE TEAM OFFICE 1	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal UPPER FLOOR	LIFE TEAM OFFICE 2	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal UPPER FLOOR	LIFE TEAM OFFICE 3	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal UPPER FLOOR	LIFE TEAM OFFICE 4	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
AIRPORT	Terminal UPPER FLOOR	LIFE TEAM OFFICE 5	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal UPPER FLOOR	LIFE TEAM OFFICE 6	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	Terminal LOWER FLOOR	FAA RECEPTION	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal LOWER FLOOR	FAA MANAGERS OFFICE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal LOWER FLOOR	FAA EQUIPMENT ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	14	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	14
AIRPORT	Terminal LOWER FLOOR	FAA STORAGE ROOM 1	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	Terminal LOWER FLOOR	ASOS EQUIPMENT ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	Terminal LOWER FLOOR	FAA STORAGE ROOM 2	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	Terminal LOWER FLOOR	FURNACE ROOM	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal LOWER FLOOR	TERMINAL PHONE ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal LOWER FLOOR	FAA COMPUTER ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	Terminal LOWER FLOOR	FAA OFFICE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	16	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	16
AIRPORT	TERMINAL MAIN	FRONT OF STAIRS	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	TERMINAL MAIN	BATHROOM	Incandescent, (2) 52W lamp	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
AIRPORT	TERMINAL MAIN	BATHROOM	Incandescent, (4) 52W lamp	1	Compact Fluorescent, (4) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
AIRPORT	TERMINAL MAIN	TSA OFFICE 1	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	TERMINAL MAIN	TSA OFFICE 2	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	TERMINAL MAIN	TSA OFFICE 3	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	TERMINAL MAIN	HALLWAY	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	14	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	14
AIRPORT	TERMINAL MAIN	FURNACE ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
AIRPORT	TERMINAL MAIN	HERZ	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	TERMINAL MAIN	ENTERPRISE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	TERMINAL MAIN	SIDE ROOM	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
AIRPORT	TERMINAL MAIN	AIRLINE STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
AIRPORT	TERMINAL MAIN	AIRLINE OFFICE 1	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	TERMINAL MAIN	AIRLINE OFFICE 2	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	TERMINAL MAIN	AIRLINE GARAGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	TERMINAL MAIN	AIRLINE HALL	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
AIRPORT	TERMINAL MAIN	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	2	LED Canopy Fixture, Small	2
AIRPORT	TERMINAL MAIN	EXTERIOR	Incandescent, (2) 65W lamp	4	Compact Fluorescent, (2) 16W screw-in lamp/base w/ permanent locking device, any bulb shape	4
AIRPORT	TERMINAL MAIN	LOBBY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	22	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	22
AIRPORT	TERMINAL MAIN	JANITOR'S CLOSET	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	TERMINAL MAIN	BAGGAGE CLAIM	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	15	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	15
AIRPORT	TERMINAL MAIN	TSA CHECKPOINT	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	8	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	8
AIRPORT	TERMINAL MAIN	AIRLINE GATE	Fluorescent, (2) U-Tube, T-8 lamps	6	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	6
AIRPORT	TERMINAL MAIN	GATE BATHROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
AIRPORT	RESTURAUNT	KITCHEN	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
AIRPORT	RESTURAUNT	BATHROOM	Incandescent, (2) 52W lamp	1	Compact Fluorescent, (2) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
AIRPORT	RESTURAUNT	PREP ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
AIRPORT	RESTURAUNT	JANITOR'S CLOSET	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
AIRPORT	RESTURAUNT	EXTERIOR	Incandescent, (1) 100W lamp	1	Compact Fluorescent, (1) 26W screw-in lamp/base, any bulb shape	1
AIRPORT	RESTURAUNT	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	1	LED Wall Pack Small	1
AIRPORT	EAGLE MED	LOBBY	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
AIRPORT	EAGLE MED	ENTRANCE/KITCHEN	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
AIRPORT	EAGLE MED	BEDROOM 1	Fluorescent, (1) 48" ES Instant Start lamp. Magnetic ballast	11	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	11
AIRPORT	EAGLE MED	BEDROOM 2	Fluorescent, (3) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	EAGLE MED	BEDROOM 3	Fluorescent, (3) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	EAGLE MED	DESK	Fluorescent, (2) 24", STD lamps	2	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	EAGLE MED	UTILITY	Fluorescent, (3) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
AIRPORT	EAGLE MED	BATHROOM	Fluorescent, (3) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
AIRPORT	HANGER	HANGER	Metal Halide, (1) 400W lamp, Magnetic ballast	23	Fluorescent (6) 48" T-8 @ 28W lamps, (2) IS Ballasts, VHLO (BF > 1.1)	23
AIRPORT	HANGER	STAIRWELL	Incandescent, (2) 52W lamp	2	Compact Fluorescent, (2) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	2
AIRPORT	HANGER	EXTERIOR	High Pressure Sodium, (1) 400W lamp	1	LED Wall Pack Large	1
AIRPORT	HANGER	UPPER HANGER	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	20	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	20
AIRPORT	TOWER	ENTRANCE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	1	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
AIRPORT	TOWER	STAIRWELL	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
AIRPORT	TOWER	UPPER TOWER 1	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	7	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	7
AIRPORT	TOWER	BATHROOM	Incandescent, (2) 52W lamp	1	Compact Fluorescent, (2) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
AIRPORT	TOWER	UPPER TOWER 2	Incandescent, (1) 65W lamp	6	Compact Fluorescent, (1) 16W screw-in lamp/base w/ permanent locking device, any bulb shape	6

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
AIRPORT	INTERIOR	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	30	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	30
ATHLETIC FIELDS	SOUTH FIELD COMPLEX	BUILDING	High Pressure Sodium, (1) 70W lamp	4	LED Wall Pack Small	4
ATHLETIC FIELDS	SOUTH FIELD COMPLEX	CONCESSIONS	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
ATHLETIC FIELDS	SOUTH FIELD COMPLEX	BATHROOMS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ATHLETIC FIELDS	LIGHTNER FIELD	CONCESSIONS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ATHLETIC FIELDS	LIGHTNER FIELD	CONCESSIONS	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
ATHLETIC FIELDS	LIGHTNER FIELD	BATHROOMS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ATHLETIC FIELDS	LIGHTNER FIELD	PRESS BOX	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ATHLETIC FIELDS	LIGHTNER FIELD	MAINT. SHOP	Fluorescent, (2) 96", STD lamps	6	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	6
ATHLETIC FIELDS	LIGHTNER FIELD	MAINT. SHOP EXTERIOR	Incandescent, (2) 65W lamp	2	Compact Fluorescent, (2) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	2
ATHLETIC FIELDS	DEANE WILEY	CONCESSIONS	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
ATHLETIC FIELDS	DEANE WILEY	CONCESSIONS	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
ATHLETIC FIELDS	ACADEMY FIELD	BATHROOMS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ATHLETIC FIELDS	ACADEMY FIELD	EXTERIOR CANOPY	High Pressure Sodium, (1) 100W lamp	4	LED Canopy Fixture, Small	4
ATHLETIC FIELDS	ACADEMY FIELD	STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ATHLETIC FIELDS	CLEAVER FIELD	CONCESSIONS	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
ATHLETIC FIELDS	CLEAVER FIELD	BATHROOMS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ATHLETIC FIELDS	CLEAVER FIELD	PRESS BOX	Fluorescent, (1) 48" ES Instant Start lamp. Magnetic ballast	1	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	1
ATHLETIC FIELDS	FANSLER FIELD	UTILITY	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ATHLETIC FIELDS	FANSLER FIELD	BATHROOMS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ATHLETIC FIELDS	BASKETBALL-FUTSAL	COURTS	Metal Halide, (1) 250W lamp, Magnetic ballast	8	LED Retrofit - Area/Pole Fixture - 101W	8
FIRE STATION	EXTERIOR	EXTERIOR	High Pressure Sodium, (1) 150W lamp	6	LED Wall Pack Small	6
FIRE STATION	EXTERIOR	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	1	LED Area/Pole Fixture - 105W	1
FIRE STATION	EXTERIOR	EXTERIOR	High Pressure Sodium, (1) 150W lamp	1	LED Area/Pole Fixture - 105W	1
FIRE STATION	MAIN FLOOR	LOBBY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
FIRE STATION	MAIN FLOOR	LOUNGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
FIRE STATION	MAIN FLOOR	LOUNGE	Incandescent, (1) 65W lamp	4	Compact Fluorescent, (1) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	4
FIRE STATION	MAIN FLOOR	OFFICE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
FIRE STATION	MAIN FLOOR	BATHROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
FIRE STATION	MAIN FLOOR	GARAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	12	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	12
FIRE STATION	MAIN FLOOR	GARAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
FIRE STATION	MAIN FLOOR	GARAGE	Fluorescent, (2) 24", STD lamps	4	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	4
FIRE STATION	MAIN FLOOR	LIVING ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
FIRE STATION	MAIN FLOOR	HALL	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
FIRE STATION	BASEMENT	DORMS	Compact Fluorescent, (1) 23W screw-in lamp/base, any bulb shape	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
FIRE STATION	BASEMENT	CLOSET	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	1
FIRE STATION	BASEMENT	SHOWER	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
FIRE STATION	BASEMENT	HALLWAY	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
FIRE STATION	BASEMENT	STAIRS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
FIRE STATION	BASEMENT	LAUNDRY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
FIRE STATION	BASEMENT	MECH. ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
FIRE STATION	BASEMENT	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
FIRE STATION	BASEMENT	GYM	Fluorescent, (3) 48" ES Instant Start lamps. Magnetic ballast	9	Fluorescent, (3) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	9
FIRE STATION	BASEMENT	CLASS	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
FIRE STATION	BASEMENT	STORAGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
FIRE STATION	BASEMENT	STAIRS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
FIRE STATION	FIRE STATION	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	11	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	11
FLEET MAINTENANCE COMPLEX	STREET SHOP	BREAK ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
FLEET MAINTENANCE COMPLEX	STREET SHOP	LOCKER	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
FLEET MAINTENANCE COMPLEX	STREET SHOP	STORAGE	Fluorescent, (2) 96", STD lamps	4	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
FLEET MAINTENANCE COMPLEX	STREET SHOP	GARAGE	Fluorescent, (2) 96", STD lamps	10	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	10
FLEET MAINTENANCE COMPLEX	STREET SHOP	BATHROOM	Incandescent, (1) 52W lamp	3	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	3
FLEET MAINTENANCE COMPLEX	STREET SHOP	OFFICE 1	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
FLEET MAINTENANCE COMPLEX	STREET SHOP	OFFICE 2	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
FLEET MAINTENANCE COMPLEX	STREET SHOP	OFFICE 3	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
FLEET MAINTENANCE COMPLEX	STREET SHOP	ATTIC	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
FLEET MAINTENANCE COMPLEX	STREET SHOP	ATTIC	Incandescent, (1) 65W lamp	6	Compact Fluorescent, (1) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	6
FLEET MAINTENANCE COMPLEX	STREET SHOP	STAIRS	Incandescent, (1) 65W lamp	1	Compact Fluorescent, (1) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	1
FLEET MAINTENANCE COMPLEX	STREET SHOP	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	5	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	5
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	GARAGE	Metal Halide, (1) 400W lamp, Magnetic ballast	18	Fluorescent (6) 48" T-8 @ 28W lamps, (2) IS Ballasts, VHLO (BF > 1.1)	18
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	GARAGE	Metal Halide, (1) 1000W lamp, Magnetic ballast	4	Fluorescent (6) 48" T-8 @ 28W lamps, (2) IS Ballasts, VHLO (BF > 1.1)	8
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	OFFICE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	3	LED Wall Pack Small	3
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	EXTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	2	LED Area/Pole Fixture - 105W	2
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	CHEMICAL STORAGE	Incandescent, (1) 100W lamp	4	Compact Fluorescent, (1) 26W screw-in lamp/base, any bulb shape	4
FLEET MAINTENANCE COMPLEX	FLEET MAINTENANCE	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	5	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	5
GOLF COURSE	MAINTENANCE GARAGE	BREAK ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
GOLF COURSE	MAINTENANCE GARAGE	BREAK ROOM	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
GOLF COURSE	MAINTENANCE GARAGE	BATHROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
GOLF COURSE	MAINTENANCE GARAGE	CART STORAGE	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	2	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
GOLF COURSE	CHEMICAL STORAGE	INTERIOR	High Pressure Sodium, (1) 150W lamp	4	LED Area/Pole Fixture - 105W	4
GOLF COURSE	TRACTOR GARAGE	INTERIOR	High Pressure Sodium, (1) 150W lamp	4	LED Area/Pole Fixture - 105W	4

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
GOLF COURSE	WELL HOUSE 1	INTERIOR	Fluorescent, (2) 96", STD lamps	3	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	3
GOLF COURSE	WELL HOUSE 2	INTERIOR	Fluorescent, (2) 96", STD lamps	3	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	3
GOLF COURSE	WELL HOUSE 3	INTERIOR	Fluorescent, (2) 96", STD lamps	3	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	3
GOLF COURSE	PRO SHOP	SHOP	Fluorescent, (2) U-Tube, STD lamp, STD Mag Ballast	23	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	23
GOLF COURSE	PRO SHOP	BATHROOM	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
GOLF COURSE	PRO SHOP	BATHROOM ENTRANCE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
GOLF COURSE	PRO SHOP	OFFICE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
GOLF COURSE	PRO SHOP	FOOD STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
GOLF COURSE	PRO SHOP	STAIRS	Fluorescent, (3) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
GOLF COURSE	PRO SHOP	BASEMENT	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
GOLF COURSE	PRO SHOP	STAIRS 2	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
GOLF COURSE	PRO SHOP	CLOSET	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
GOLF COURSE	PRO SHOP	BASEMENT	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
GOLF COURSE	PRO SHOP	HALLWAY	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
GOLF COURSE	PRO SHOP	EXTERIOR	High Pressure Sodium, (1) 150W lamp	4	LED Area/Pole Fixture - 105W	4
GOLF COURSE	PRO SHOP	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	4	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	4
GOLF COURSE	MAINTENANCE GARAGE	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	2	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	2
REC FACILITIES	REC CENTER	OFFICE BATHROOM	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
REC FACILITIES	REC CENTER	OFFICE 1	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	OFFICE 2	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
REC FACILITIES	REC CENTER	OFFICE 3	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	OFFICE 4	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	WORKROOM	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	CONFERENCE ROOM	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
REC FACILITIES	REC CENTER	HALLWAY/FRONT DESK	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
REC FACILITIES	REC CENTER	VESTIBULE	Fluorescent, (2) U-Tube, STD lamp, STD Mag Ballast	7	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	7
REC FACILITIES	REC CENTER	BASKETBALL COURT	Metal Halide, (1) 250W lamp, Magnetic ballast	35	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, VHLO (BF > 1.1)	35
REC FACILITIES	REC CENTER	BASKETBALL COURT	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
REC FACILITIES	REC CENTER	COURT STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
REC FACILITIES	REC CENTER	JANITORS CLOSET	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
REC FACILITIES	REC CENTER	HALLWAY	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	11	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	11
REC FACILITIES	REC CENTER	FITNESS AREA	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	10	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	10
REC FACILITIES	REC CENTER	FITNESS AREA	Fluorescent, (2) 96", STD lamps	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
REC FACILITIES	REC CENTER	UPPER FITNESS AREA	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	9	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	9
REC FACILITIES	REC CENTER	UPPER FITNESS AREA	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
REC FACILITIES	REC CENTER	STAIRS	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
REC FACILITIES	REC CENTER	LOCKER ROOMS	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
REC FACILITIES	REC CENTER	LOCKER ROOMS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	THEATER ROOM	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	10	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	10
REC FACILITIES	REC CENTER	AEROBICS	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	16	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	16
REC FACILITIES	REC CENTER	ART #1	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	7	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	7

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
REC FACILITIES	REC CENTER	ART #2	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
REC FACILITIES	REC CENTER	ART STORAGE #1	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	ART STORAGE #2	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
REC FACILITIES	REC CENTER	REAR VESTIBULE	Fluorescent, (2) U-Tube, STD lamp, STD Mag Ballast	2	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	2
REC FACILITIES	REC CENTER	EXTERIOR	High Pressure Sodium, (1) 250W lamp	2	LED Wall Pack, Large	2
REC FACILITIES	REC CENTER	FITNESS HALL	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
REC FACILITIES	POOL	TICKET OFFICE	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
REC FACILITIES	POOL	CONCESSION	Incandescent, (4) 52W lamp	1	Compact Fluorescent, (4) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
REC FACILITIES	POOL	EXTERIOR	High Pressure Sodium, (1) 400W lamp	1	LED Area/Pole Fixture - 105W	1
REC FACILITIES	POOL	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	10	LED Area/Pole Fixture - 105W	10
REC FACILITIES	REC CENTER	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	10	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	10
REC FACILITIES	POOL	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	4	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	4
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	GARAGE	Fluorescent, (2) 96", STD lamps	5	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	5
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	GARAGE	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	GARAGE	Fluorescent, (4) 45.8", T-5 high-output lamps, (1) Programmed Rapid Start Ballast, HLO (.95 < BF < 1.1)	7	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	7
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	GARAGE	Fluorescent, (2) 96", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	GARAGE	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	GARAGE	Metal Halide, (1) 400W lamp, Magnetic ballast	4	Fluorescent (6) 48" T-8 @ 28W lamps, (2) IS Ballasts, VHLO (BF > 1.1)	4
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	BATHROOM	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	BREAK ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	OFFICE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	HALLWAY 2	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR STORAGE	Fluorescent, (2) 96", STD lamps	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR STORAGE	Incandescent, (1) 65W lamp	1	Compact Fluorescent, (1) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	1
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR STORAGE	Incandescent, (1) 100W lamp	3	Compact Fluorescent, (1) 26W screw-in lamp/base, any bulb shape	3
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR STORAGE	Incandescent, (1) 100W lamp	2	Compact Fluorescent, (1) 26W screw-in lamp/base, any bulb shape	2
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	1	LED Wall Pack Small	1
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	2	LED Retrofit - Area/Pole Fixture - 53W	2
TRAFFIC & RECYCLING	TRAFFIC & RECYCLING	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	6	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	6
WASTE WATER	MAIN OFFICE	BATHROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WASTE WATER	MAIN OFFICE	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	14	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	14
WASTE WATER	MAIN OFFICE	OFFICE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	MAIN OFFICE	OFFICE 2	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	MAIN OFFICE	STORAGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WASTE WATER	MAIN OFFICE	MAINTENANCE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
WASTE WATER	MAIN OFFICE	HALLWAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WASTE WATER	MAIN OFFICE	JANITOR'S CLOSET	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WASTE WATER	MAIN OFFICE	WOMENS LOCKER	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
WASTE WATER	MAIN OFFICE	CLOSET	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
WASTE WATER	MAIN OFFICE	LABORATORY	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
WASTE WATER	MAIN OFFICE	LABORATORY	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WASTE WATER	MAIN OFFICE	MENS LOCKER	Fluorescent, (3) 48" T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WASTE WATER	MAIN OFFICE	EXTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	1	LED Area/Pole Fixture - 105W	1
WASTE WATER	MAIN OFFICE	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	5	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	5
WASTE WATER	VEHICLE GARAGE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	18	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	18
WASTE WATER	RECEIVING	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	RECEIVING	EXTERIOR	High Pressure Sodium, (1) 150W lamp	2	LED Wall Pack Small	2
WASTE WATER	ANEROBIC DIGESTER	INTERIOR	Incandescent, (1) 150W lamp	5	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	5
WASTE WATER	ANEROBIC DIGESTER	INTERIOR	Incandescent, (1) 150W lamp	2	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	2
WASTE WATER	ANEROBIC DIGESTER	INTERIOR	Incandescent, (1) 150W lamp	4	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	4
WASTE WATER	LIFT STATION	MAIN LEVEL	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
WASTE WATER	LIFT STATION	BASEMENT	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	5
WASTE WATER	HEAD	EXTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	11	LED Wall Pack, Large	11
WASTE WATER	HEAD	EXTERIOR	High Pressure Sodium, (1) 150W lamp	2	LED Retrofit - Area/Pole Fixture - 53W	2
WASTE WATER	HEAD	INTERIOR	Incandescent, (1) 150W lamp	6	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	6
WASTE WATER	HEAD	EXTERIOR	Incandescent, (1) 150W lamp	4	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	4
WASTE WATER	SOLIDS PROCESSING	EXTERIOR	Incandescent, (1) 100W lamp	6	Compact Fluorescent, (1) 26W screw-in lamp/base, any bulb shape	6

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
WASTE WATER	SOLIDS PROCESSING	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	SOLIDS PROCESSING	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
WASTE WATER	SOLIDS PROCESSING	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	15	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	15
WASTE WATER	SOLIDS PROCESSING	OFFICE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	SOLIDS PROCESSING	BATHROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
WASTE WATER	SOLIDS PROCESSING	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	5	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	5
WASTE WATER	EXTERIOR	EXTERIOR	High Pressure Sodium, (1) 250W lamp	3	LED Retrofit - Area/Pole Fixture - 101W	3
WASTE WATER	EXTERIOR	EXTERIOR	High Pressure Sodium, (1) 150W lamp	3	LED Retrofit - Area/Pole Fixture - 53W	3
WASTE WATER	EXTERIOR	EXTERIOR	High Pressure Sodium, (1) 150W lamp	4	LED Area/Pole Fixture - 105W	4
WASTE WATER	BIOSOLIDS PROCESSING	MECHANICAL ROOM	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
WASTE WATER	BIOSOLIDS PROCESSING	ELECTRICAL	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	BIOSOLIDS PROCESSING	FRONT BAY	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	16	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	16
WASTE WATER	BIOSOLIDS PROCESSING	STAIRS	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WASTE WATER	BIOSOLIDS PROCESSING	BASEMENT	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
WASTE WATER	BIOSOLIDS PROCESSING	BASEMENT	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	32	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	32
WASTE WATER	BIOSOLIDS PROCESSING	STAIRS 2	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WASTE WATER	BIOSOLIDS PROCESSING	PRESSING PROCESS	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	37	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	37
WASTE WATER	BIOSOLIDS PROCESSING	MOTOR ROOM	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	14	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	14
WASTE WATER	BIOSOLIDS PROCESSING	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	8	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	8
WASTE WATER	MAINTENANCE	EXTERIOR	Metal Halide, (1) 150W lamp, Magnetic ballast	2	LED Wall Pack Small	2
WASTE WATER	MAINTENANCE	EXTERIOR	Incandescent, (2) 200W lamp	1	Compact Fluorescent, (2) 26W screw-in lamp/base, any bulb shape	1
WASTE WATER	MAINTENANCE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
WASTE WATER	MAINTENANCE	LABORATORY	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	12	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	12
WASTE WATER	MAINTENANCE	HALLWAY	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WASTE WATER	MAINTENANCE	ELECTRICAL	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WASTE WATER	MAINTENANCE	BATHROOM	Fluorescent, (1) 48" ES Instant Start lamp. Magnetic ballast	3	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	3
WASTE WATER	MAINTENANCE	BOILER	Incandescent, (1) 150W lamp	1	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	1
WASTE WATER	MAINTENANCE	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	5	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	5
WASTE WATER	ULTRAVIOLET TREATMENT	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	20	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	20
WATER DEPARTMENT	WATER DEPT.	GARAGE	Metal Halide, (1) 400W lamp, Magnetic ballast	6	Fluorescent (6) 48" T-8 @ 28W lamps, (2) IS Ballasts, VHLO (BF > 1.1)	6
WATER DEPARTMENT	WATER DEPT.	GARAGE	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
WATER DEPARTMENT	WATER DEPT.	GARAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
WATER DEPARTMENT	WATER DEPT.	GARAGE	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
WATER DEPARTMENT	WATER DEPT.	OFFICE	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
WATER DEPARTMENT	WATER DEPT.	BASEMENT	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WATER DEPARTMENT	WATER DEPT.	BASEMENT	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WATER DEPARTMENT	WATER DEPT.	BATHROOM	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WATER DEPARTMENT	WATER DEPT.	OFFICE 1	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WATER DEPARTMENT	WATER DEPT.	OFFICE 2	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
WATER DEPARTMENT	WATER DEPT.	OFFICE 3	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
WATER DEPARTMENT	WATER DEPT.	OFFICE 4	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
WATER DEPARTMENT	WATER DEPT.	CLOSET	Fluorescent, (1) 24", T-8 lamp, Standard Ballast	1	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	1

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
WATER DEPARTMENT	WATER DEPT.	EXTERIOR STORAGE	Fluorescent, (2) 96", STD lamps	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
WATER DEPARTMENT	INTERIOR	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	6	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	6
ZOO	CONSERVATION CENTER	MAIN OFFICE		9	LED MR16, 2 pin base, 16W	9
ZOO	CONSERVATION CENTER	MAIN OFFICE	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	CONSERVATION CENTER	OFFICE HALLWAY	Fluorescent, (2) U-Tube, T-8 lamps	4	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	OFFICE HALLWAY	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
ZOO	CONSERVATION CENTER	OFFICE HALLWAY		4	LED MR16, 2 pin base, 16W	4
ZOO	CONSERVATION CENTER	BREAK ROOM	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
ZOO	CONSERVATION CENTER	BATHROOM	Incandescent, (1) 52W lamp	2	Compact Fluorescent, (2) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	2
ZOO	CONSERVATION CENTER	LIBRARY	Incandescent, (3) 52W lamp	4	Compact Fluorescent, (3) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	4
ZOO	CONSERVATION CENTER	LIBRARY	Incandescent, (4) 52W lamp	1	Compact Fluorescent, (4) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
ZOO	CONSERVATION CENTER	WORK AREA	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	LECTURE HALL	Incandescent, (1) 150W lamp	16	Compact Fluorescent, (1) 42W screw-in lamp/base w/ permanent locking device, any bulb shape	16
ZOO	CONSERVATION CENTER	LECTURE HALL	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	14	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	14
ZOO	CONSERVATION CENTER	LECTURE STORAGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ZOO	CONSERVATION CENTER	LOBBY	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	5	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	5
ZOO	CONSERVATION CENTER	CLASSROOM 1	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	CLASSROOM 1	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ZOO	CONSERVATION CENTER	CLASSROOM 2	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	STORAGE 1	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	STORAGE 2	Fluorescent, (2) 96", STD lamps	4	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
ZOO	CONSERVATION CENTER	GARAGE	Fluorescent, (2) 96", STD lamps	4	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
ZOO	CONSERVATION CENTER	ADMIN. OFFICE	Fluorescent, (2) U-Tube, T-8 lamps	9	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	9
ZOO	CONSERVATION CENTER	ADMIN. OFFICE		14	LED MR16, 2 pin base, 16W	14
ZOO	CONSERVATION CENTER	DISPLAY	Fluorescent, (1) 48" ES Instant Start lamp. Magnetic ballast	1	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	CONSERVATION CENTER	DISPLAY	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	14	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	14
ZOO	CONSERVATION CENTER	CONFERENCE ROOM 2	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	10	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	10
ZOO	CONSERVATION CENTER	CONFERENCE ROOM 4	Fluorescent, (1) 24", T-8 lamp, Standard Ballast	2	Fluorescent, (2) 24", T-8 lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	CONSERVATION CENTER	STUDIO	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ZOO	CONSERVATION CENTER	STORAGE 3	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	STORAGE 4	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
ZOO	CONSERVATION CENTER	GARAGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	7	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	7
ZOO	CONSERVATION CENTER	LOUNGE	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	CLOSET	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	CONSERVATION CENTER	ANIMAL A	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	D.L. STUDIOS	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	6	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	6
ZOO	SAFARI SHOP	SHOP	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	6	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	6
ZOO	SAFARI SHOP	STORAGE	Fluorescent, (2) 96", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
ZOO	SAFARI SHOP	OFFICE 1	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ZOO	SAFARI SHOP	OFFICE 2	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (4) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	3
ZOO	SAFARI SHOP	EXTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	SAFARI SHOP	EXTERIOR	High Pressure Sodium, (1) 150W lamp	5	LED Wall Pack Small	5
ZOO	MAIN BATHROOM	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	MAIN BATHROOM	STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	BATHROOM 2	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	BATHROOM 2	STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	BATHROOM 3	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	BATHROOM 3	STORAGE	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	GIRAFFE	INTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	8	LED Wall Pack, Large	8
ZOO	GIRAFFE	EXTERIOR	High Pressure Sodium, (1) 250W lamp	1	LED Wall Pack, Large	1
ZOO	GIRAFFE	INTERIOR	Fluorescent, (2) 96", STD lamps	6	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	6
ZOO	ELEPHANT	EXTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	2	LED Retrofit - Area/Pole Fixture - 101W	2
ZOO	ELEPHANT	INTERIOR	Fluorescent, (2) 96", STD lamps	4	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
ZOO	ELEPHANT	INTERIOR	High Pressure Sodium, (1) 100W lamp	2	LED Area/Pole Fixture - 47W	2
ZOO	ELEPHANT	EXTERIOR	High Pressure Sodium, (1) 100W lamp	2	LED Area/Pole Fixture - 47W	2
ZOO	ELEPHANT	INTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	1	LED Wall Pack, Large	1
ZOO	MAINTENANCE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	7	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	7
ZOO	MAINTENANCE	INTERIOR	Fluorescent, (2) 96", STD lamps	4	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	4
ZOO	MAINTENANCE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	8	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	8
ZOO	MAINTENANCE	OFFICE	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	MAINTENANCE	MECHANICAL	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	MAINTENANCE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ZOO	MAINTENANCE	INTERIOR	Fluorescent, (2) 96", STD lamps	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
ZOO	MAINTENANCE	BREAK ROOM	Fluorescent, (4) 48" ES Instant Start lamps. Magnetic ballast	7	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	7
ZOO	MAINTENANCE	BREAK ROOM	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	MAINTENANCE	FEED STORAGE	Fluorescent, (1) 96", STD lamp	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
ZOO	COOLER	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	BISON	INTERIOR	Incandescent, (1) 65W lamp	8	Compact Fluorescent, (1) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	8
ZOO	SOUTH AMERICA EXHIBIT	EXTERIOR	Incandescent, (2) 65W lamp	3	Compact Fluorescent, (2) 16W screw-in lamp/base w/ permanent locking device, any bulb shape	3
ZOO	SOUTH AMERICA EXHIBIT	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	21	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	21
ZOO	BIG CATS	EXTERIOR	Metal Halide, (1) 250W lamp, Magnetic ballast	3	LED Area/Pole Fixture - 105W	3
ZOO	BIG CATS	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	9	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	9
ZOO	BIG CATS	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3
ZOO	BIG CATS	EXTERIOR	Incandescent, (1) 52W lamp	7	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	7
ZOO	OTTER	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	PHEASANT	INTERIOR	Incandescent, (1) 52W lamp	1	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	1
ZOO	SIAMANG	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	RED PANDA	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	NOCTURNAL	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	NOCTURNAL	INTERIOR	Fluorescent, (2) 96", STD lamps	2	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	2
ZOO	TORTOISE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	3	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	3

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING	Fixture Quantity	PROPOSED	Fixture Quantity
			Fixture Description		Description	
ZOO	TORTOISE	EXTERIOR	Metal Halide, (1) 100W lamp, Magnetic ballast	4	LED Wall Pack Small	4
ZOO	AVIARY	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	AVIARY	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	1
ZOO	AVIARY	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	MONKEY	INTERIOR	Incandescent, (2) 65W lamp	2	Compact Fluorescent, (2) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	2
ZOO	MONKEY	INTERIOR	Fluorescent, (2) 96", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
ZOO	FLAMINGO	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	HOOF STOCK	INTERIOR	Incandescent, (1) 52W lamp	10	Compact Fluorescent, (1) 14W screw-in lamp/base w/ permanent locking device, any bulb shape	10
ZOO	CLINIC	INTERIOR	Fluorescent, (4) 48", T-8 lamps, (2) 2-lamp IS Ballasts, NLO (0.85 < BF < 0.95)	18	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	18
ZOO	LION	INTERIOR	Incandescent, (2) 65W lamp	3	Compact Fluorescent, (2) 19W screw-in lamp/base w/ permanent locking device, any bulb shape	3
ZOO	QUARANTINE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	2	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	QUARANTINE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	QUARANTINE	INTERIOR	Fluorescent, (2) 48" ES Instant Start lamps. Magnetic ballast	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	GUAR	INTERIOR	Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95)	2	Fluorescent, (1), T-8 @ 28W lamp, Instant Start Ballast, RLO (BF< 0.85)	2
ZOO	CAMEL	INTERIOR	Fluorescent, (2) 96", STD lamps	1	Fluorescent, (4) 48" T-8 @ 28W lamps, Instant Start Ballast, RLO (BF < 0.85)	1
ZOO	GAZEBO	INTERIOR	Fluorescent, (2) 48", T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	4	Fluorescent, (2) 48", T-8 @ 28W lamps, Instant Start Ballast, RLO (BF< 0.85)	4
ZOO	CONSERVATION CENTER	EXTERIOR	High Pressure Sodium, (1) 150W lamp	2	LED Wall Pack Small	2
ZOO	CONSERVATION CENTER	EXTERIOR	High Pressure Sodium, (1) 70W lamp	2	LED Wall Pack Small	2
ZOO	CONSERVATION CENTER	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	10	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	10

Exhibit A – Attachment 1: Lighting Room by Room Schedules
 City of Garden City, KS

Building	AREA	Additional Area Info	EXISTING		PROPOSED	
			Fixture Description	Fixture Quantity	Description	Fixture Quantity
ZOO	SAFARI SHOP	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	3	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	3
ZOO	NOCTURNAL	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	2	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	2
ZOO	BIG CATS	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	2	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	2
ZOO	QUARANTINE	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	2	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	2
ZOO	SOUTH AMERICA EXHIBIT	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	2	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	2
ZOO	CLINIC	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	2	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	2
ZOO	MAINTENANCE	THROUGHOUT	EXIT Incandescent, (2) 15W lamps	3	EXIT Light Emitting Diode, (1) 2W lamp, Single Sided	3

Exhibit A – Attachment 2: Building Weatherization
 City of Garden City, KS

Building	Building Level	FIM	Quantity or Distance
City Administration Center	First	Ext. Door(s) to be weather-stripped & sealed	4 doors
City Administration Center	Second	Roof / Wall Joint to be Sealed with 2 part foam	325 feet
WWTP - Admin & Laboratory Building	First	Ext. Door(s) to be weather-stripped & sealed	4 doors
WWTP - Admin & Laboratory Building	First	Roof / Wall Joint to be Sealed with 2 part foam	80 feet
Recreation Center Facility	First	Ext. Door(s) to be weather-stripped & sealed	12 doors
Recreation Center Facility	First	Side wall Joint to be Sealed	25 feet
Recreation Center Facility	Upper	Roof / Wall Joint to be Sealed with 1 part foam	65 feet
Recreation Center Facility	All Levels	Roof / Wall Joint to be Sealed with 2 part foam	350 feet
Water Dept – Warehouse & Office	First	Ext. Door(s) to be weather-stripped & sealed	5 doors
Water Dept – Warehouse & Office	First	Roof / Wall Joint to be Sealed with 1 part foam	150 feet
Water Dept – Warehouse & Office	First	Roof / Wall Joint to be Sealed with 2 part foam	100 feet
Water Dept – Warehouse & Office	First	Over-head Door(s) to be sealed on 3 sides	5 overhead doors
Fleet Maintenance Complex	First	Ext. Door(s) to be weather-stripped & sealed	2 doors
Fleet Maintenance Complex	First	Over-head Door(s) to be sealed on 3 sides	5 overhead doors

Article 1: Payment for Scope of Work

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS not-to-exceed \$3,157,620 (plus taxes, if applicable).
- 1.2 **Escrow:** The CLIENT has agreed to deposit the Price into an Escrow Account at a financial institution satisfactory to both the CLIENT and SIEMENS. All expenses to establish the Escrow Account shall be the complete responsibility of the CLIENT and the CLIENT will receive all interest earnings from the Escrow Account. SIEMENS will submit periodic invoices to the CLIENT based on the Payment Schedule in Table B.1 below. The CLIENT shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. The funding of the Escrow Account in an amount equal to or greater than the Price stated in Article 1.1 above shall be a condition precedent to SIEMENS obligation to perform or to continue the performance of the Work. If the Escrow Account is not funded within 14 days of the execution of this Agreement, this Agreement shall be null and void. This 14 day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and CLIENT has previously authorized SIEMENS to proceed with the Work, the CLIENT shall be obligated to reimburse SIEMENS either: (i) for the Work performed to date; or (ii) for the Work specifically authorized by the CLIENT.
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS per Table B.1 below. CLIENT agrees to pay all invoices submitted by SIEMENS per Article 8 of the Agreement.
- 1.4 **Price and Scope Adjustments:** The not to exceed Price of three million one-hundred fifty-seven thousand six hundred twenty (\$3,157,620) in Exhibit B, Article 1.1 is based on information reasonably available to SIEMENS from the CLIENT respecting the various components of the Work that SIEMENS intends to provide.

To the extent that the CLIENT seeks additional scope items not included in Exhibit A as of the Effective Date, it may allocate all or a portion of the Contingency to pay for such additional scope to the extent that the Contingency contains sufficient funds to pay for the additional scope. The amount of the Contingency is contained within the not to exceed price of \$3,157,620. Quantities for Street/Trail lighting included in the scope of work were provided to SIEMENS by CLIENT as part of the Investment Grade Audit. Price for additional Street/Trail light quantities shall be submitted to CLIENT for review and approval, and CLIENT shall provide SIEMENS with written authorization to proceed prior to the start of work. All additional scope items shall maintain the revenue neutrality of the Project.

There is owner directed construction contingency fund (“Contingency”) controlled by the CLIENT that is five hundred thousand dollars (\$500,000) and subject to the obligations set forth in this Article 1.4, shall be allocated to pay for additions to the project and related expenses pursuant to the CLIENT’s direction, subject to the concurrence of SIEMENS. To the extent that the Contingency is not fully required to pay for expenses associated with this project, and after construction is completed, the CLIENT may allocate such funds in its discretion so long as such allocation is in accordance with K.S.A. §75-37,125, et seq.

Exhibit B – Payment Schedules

Table B.1 – FIM Work Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Schedule
Development & Engineering	\$157,881	5%	May 2015
Material/Installation	\$315,762	10%	June 2015
Material/Installation	\$947,286	30%	July 2015
Material/Installation	\$947,286	30%	August 2015
Material/Installation	\$236,822	7.5%	September 2015
Material/Installation	\$236,822	7.5%	October 2015
Material/Installation	\$126,305	4%	November 2015
Material/Installation	\$126,305	4%	December 2015
Close-out /Commissioning	\$63,152	2%	January 2015
PROJECT TOTAL:	\$3,157,620	100%	

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Garden City, Kansas

SIEMENS: Siemens Industry, Inc.

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Article 2: Payment for Performance Assurance Services Program (PASP)

- 2.1 **Price:** As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein.
- 2.2 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.3 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.4 **Termination:** See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Year 1	\$5,156.00	
Year 2	\$5,310.68	
Year 3	\$5,470.00	
Year 4	\$5,634.10	
Year 5	\$5,803.12	
Year 6	\$5,977.22	
Year 7	\$6,156.53	
Year 8	\$6,341.23	
Year 9	\$6,531.47	
Year 10	\$6,727.41	

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Garden City, Kansas
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: Siemens Industry, Inc.
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Article 3: Payment for Maintenance Services Program (MSP)

[This Article has been reserved.]

The following Articles and Tables are hereby included and made part of this Exhibit C:

Article 1: Summary of Articles and Total Guaranteed Savings

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data
Attachment 1	IR Thermography Study

Table 1.1 – Total Guaranteed Savings (Units)

Performance Period	Electric Energy Saved (kWh)	Electric Power Saved (kW)	Natural Gas Saved (Therms)
Construction	1,190,475	NA	0
Annual Period 1	2,445,021	NA	(32.0)

1.1 Only Annual Period 1 is shown as the energy/utility unit Savings will remain constant for each Annual Period of the Performance Guarantee Period as the CLIENT will operate the Facility in accordance with the Contracted Baseline identified in Article 7.

Table 1.2 – Total Guaranteed Savings (Cost)

Performance Period	Energy/Utility Savings	Operational Savings	Capital Contribution	Total Savings
Construction ^{Note 1}	\$78,005	\$59,491	\$0	\$137,495
Annual Period 1	\$159,610	\$125,930	\$107,500	\$393,040
Annual Period 2	\$164,398	\$129,708	\$107,500	\$401,606
Annual Period 3	\$169,330	\$133,599	\$107,500	\$410,429
Annual Period 4	\$174,410	\$106,271	\$20,000	\$300,681
Annual Period 5	\$179,642	\$109,459	\$20,000	\$309,101
Annual Period 6	\$185,032	\$108,229	\$0	\$293,261
Annual Period 7	\$190,583	\$111,476	\$0	\$302,059
Annual Period 8	\$196,300	\$114,820	\$0	\$311,120
Annual Period 9	\$202,189	\$118,265	\$0	\$320,454
Annual Period 10	\$208,255	\$121,812	\$0	\$330,067
TOTALS	\$1,907,754	\$1,239,060	\$362,500	\$3,509,314

Note 1: Construction period savings includes operational savings for improvements noted in the IR Thermography study completed by SIEMENS at the WWTP during the IGA. The study is included as Attachment 1.

1.2 Table 1.2 shows the CLIENT’S guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6.

1.3 SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CLIENT and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility

Exhibit C – Performance Assurance

Savings by the Annual Period’s stipulated energy/utility rate and Escalation Rates and not the Annual Period’s actual utility rate.

- 1.4 The determination of energy/utility Savings will follow current best practice, as defined in the IPMVP, or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.
- 1.5 The Performance Guarantee does not operate to guarantee the Savings per-FIM. Rather, the calculation of Savings is based on aggregate performance of all of the FIMs contained in the Project. The projected value of such aggregate performance is contained in Table 1.2 above representing the Total Guaranteed Savings as monetized.
- 1.6 Changes to the final installed scope of work during construction (i.e. increased or decreased lighting fixture quantities, increase or decrease in quantity of thermostats installed, etc.) will result in a change to the savings listed in Table 1.2. The guaranteed savings will be reconciled based on the actual final scope of work and documented in the post installation measurement and verification report. All scope changes shall maintain the revenue neutrality of the Project.

This Exhibit C, comprising 16 pages, is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Garden City, Kansas

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 2: Measurement and Verification Options

2.1 Measurement and Verification Options: There are five measurement and verification options to measure and verify energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; and, Option D – Calibrated Simulation. Options A through and including D are part of the IPMVP. Option E-Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the FIM's affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option B – Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility's energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option E – Stipulated: This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

2.2 Table 2.1 below summarizes the first Annual Period’s Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Measurement and Verification Options as applied to the referenced FIMs valued pursuant to the agreed upon amounts identified in Article 6 hereof.

Table 2.1 – Energy and Operational Savings for First Annual Period by Option

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	Measurement and Verification Options						E Stipulated	
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings		
1.00 Street Lighting	\$119,287					\$119,287	\$93,359	\$212,646
2.00 Building Lighting	\$28,618					\$28,618	\$7,571	\$36,189
3.00 Building Weatherization					\$2,327	\$2,327	\$0	\$2,327
7.00 Programmable Thermostats					\$9,378	\$9,378	\$0	\$9,378
8.00 Miscellaneous O&M Repairs						\$0	\$25,000	\$25,000
TOTALS	\$147,905	\$0	\$0	\$0	\$11,705	\$159,610	\$125,930	\$285,540

2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the Parties. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the Guaranteed Savings identified herein have been based on CLIENT’S affirmation. **OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.**

Table 2.2 - Source of Operational Savings

Account/Vendor	Description	Annual Cost \$	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Materials	Street Lighting Material	\$93,359	10	Const
Materials	Building Lighting Material - Ballasts	\$3,894	5	Const
Materials	Building Lighting Material - Lamps	\$3,677	3	Const
Operations**	Avoided energy, contracted service and materials	\$25,000	10	Annual Period 1

** CLIENT directed annual benefit as operational savings resulting from the owner directed O&M repairs.

2.3 SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.

2.5 The Escalation Rate applicable to the Operational Savings is 3%

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED MEASUREMENT AND VERIFICATION OPTIONS AND THEIR APPLICATION TO BE USED IN CALCULATING SAVINGS UNDER THE AGREEMENT.

CLIENT: **City of Garden City, Kansas**
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

SIEMENS: **Siemens Industry, Inc.**
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Article 3: Performance Guarantee Period Responsibilities of the CLIENT

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate Facility operating information as defined below and in the Contracted Baseline article of this Exhibit C during each Annual Period, within thirty (30) days of any Material Change that may increase or decrease energy usage. Client will provide Siemens with an up to date Street Lamp Replacement Log.

Article 4: Measurement and Verification Plan

The following information is applicable to this Agreement:

- Article 4.1 General Overview
- Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement
- Article 4.3 Option B - Retrofit Isolation: All Parameter Measurement
- Article 4.4 Option C - Whole Facility
- Article 4.5 Option D - Calibrated Simulation
- Article 4.6 Option E – Stipulated-Energy/Utility Savings

4.1 General Overview –

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the “Baseline”) against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit C, Article 7.

4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.2.1 FIMs 1.00 and 2.00 – Lighting Retrofits

Buildings

- Street Lighting
- Talley Trail Lighting
- City Administration
- Airport
- Labrador Fire Station
- Fleet Maintenance Complex
- Buffalo Dunes Golf Course
- Recreation Center Facility
- Solid Waste Recycling/Traffic
- Waste Water Treatment Plant
- Zoo Buildings
- Athletic Fields

Description

Savings generated by lighting retrofits shall be based upon the reduced lighting wattages. The following one-time calculations are used to determine the amount of savings for the entire Performance Guarantee Period. Measurements for a representative sample (80% confidence level) of fixtures will be taken pre and post retrofit in order to establish fixture wattage (kW_{before} , kW_{after}).

Calculations

$$kW_{\text{saved/month}} = kW_{\text{before}} - kW_{\text{after}}$$

$$kWh_{\text{saved}} = kW_{\text{saved}} \times \text{Runtime}$$

$$\sum_{\text{Buildings}} \text{Annual\$Savings} = kWh_{\text{saved}} \times (\$/kWh) + \frac{12}{\text{months}} \times kW_{\text{saved/month}} \times (\$/kW_{\text{total}})$$

Table 4.2.1 Stipulated Runtime Hours

Room Code	Area Type	Runtime Hours
CL	CLOSET	100
ST	Storage	350
AT	Athletic Fields	550
LW	Low use	550
BA	Basement	750
MCH	Mech.	1100
CNF	Conference/Classroom	1500
PL	POOL	1750
HL	HALLWAY	3300
OF	OFFICE	3300
RT	RESTAURANT	3750
HF	HALF DAY	4380
EXT	EXTERIOR	4380
REC	REC CENTER	4750
AP	AIRPORT	8760
EX	EXIT	8760

Responsibility for SIEMENS and The City of Garden City

To verify that the energy and demand savings are accurate, SIEMENS and CLIENT shall:

1. Verify the number of each type of retrofit.
2. Calculate the energy and demand savings by updating the retrofit quantities in a “Lighting Savings” spreadsheet utilizing the kW_{before} , kW_{after} , and Runtime stipulated values detailed above.

4.3 **Stipulated-Energy/Utility Savings**

4.3.1 FIM 3.00 – Building Weatherization

Buildings

- City Administration Center
- Waste Water Treatment Plant Admin & Laboratory Building
- Recreation Center Facility
- Water Department Warehouse & Office
- Maintenance Building

Description

Savings generated by sealing wall gaps, installing weather stripping around man doors and overhead doors, sealing miscellaneous exterior holes, and sealing wall/floor joints to reduce air infiltration. Building space conditions, bin weather data values, and agreed upon hours are stated in the Appendices. The following one-time calculations are used to determine annual savings for the entire Performance Guarantee Period.

Calculations

$$BTU = Crack Length * \left(\frac{Pre\ CFM}{Linear\ Foot} - \frac{Post\ CFM}{Linear\ Foot} \right) * (Heating\ Degree\ Days) * 1.08 * \left(\frac{BTU * min}{^{\circ}F * hr * ft^3} \right) * BIN\ Hours$$

$$Therms = \frac{\sum BTU}{Heating\ Eff. \times 100,000\ Btu/Therm}$$

Annual Dollar Savings (\$) = Therms x \$/ Therm + kWh x \$ / kWh

Key Variables Index

- Measurement of linear feet of weatherization upgrades
- Heating System Efficiency = 80% AFUE
- Heating Degree Days - Facility dependant (see Table.2.1 below)

Table 4.3.1 Key Weatherization Parameters

Building	Air Leakage (Square Feet)						HDD
	Doors	Windows	Vents	Overhead Doors	Sidewall	Roof/Wall	
City Administration Center	0.63					1.69	6041
WWTP - Admin & Laboratory Building	0.63					0.42	6041
Recreation Center Facility	1.25				0.20	3.24	6041
Warehouse & Office	0.78			1.37		1.69	6041
Maintenance Building	0.31			1.25			6860

Table 4.3.2 Air leakage rates

Current Doors	0.6	CFMLF
Door with new seal	0.1	CFMLF
Overhead Door	0.6	CFMLF
Overhead Door with new seal	0.1	CFMLF
Current Roof/Wall	0.4	CFMLF
Sealed Roof/Wall	0.1	CFMLF
Current Window	0.6	CFMLF
Window with new seal	0.1	CFMLF
Open Holes(s)	0.6	CFMLF
Open Holes(s) with new seal	0.1	CFMLF

Responsibility for SIEMENS and CLIENT

SIEMENS: Inspect at least 1 of each installed weatherization type at each building. Annual savings report will document calculated savings based on the findings of the inspection.

CLIENT: Standard manufacturer’s recommended maintenance necessary to maintain building envelope weatherization improvements.

4.3.2 FIM 7.00 – Programmable Thermostats

Buildings

- Waste Water Treatment Plant Admin & Laboratory
- Airport Office
- Flight Deck Restaurant
- Solid Waste Recycling/Traffic

Description

Savings generated by reducing the space temperature during unoccupied times shall be calculated by verifying actual building setback temperature schedules. The building hours of operation and setback space temperature setting are given in the Appendices. The

following one-time calculations are used to determine annual savings for the entire Performance Guarantee Period.

Calculations

Annual Heating Savings (BTUs) = Bin Setback Hrs x (Avg. Pre Space Temp – Avg. Post Space Temp) x (Building Surface Area x U-value) / Heating System Efficiency

Annual Cooling Savings (kWh) = Bin Setback Hrs x (Avg. Pre Space Temp – Avg. Post Space Temp) x (Building Surface Area x U-Value) / 12,000 Btu/Ton x Cooling System Efficiency

Annual Dollar Savings (\$) = (Heating Savings BTUs / 100,000 BTU/Therm x \$/Therm) + (Cooling Savings kWh x \$/kWh)

Calculations Variables Index

Setback Hours = Facility Dependent

Gas Heating System Efficiency = Facility Dependent

Cooling System Efficiency = Facility Dependent

Space Temperature Setting = Facility Dependent

Responsibility for SIEMENS and CLIENT

SIEMENS: 50% of the installed programmable thermostats will be checked for the correct occupied schedule, occupied temperature set points, and unoccupied temperature set points are in place, refer to Appendices. Any variations from the original scope will be updated in the savings calculation and the cost impact will be reported and documented. Annual savings report will document calculated savings.

CLIENT: Maintain occupied and unoccupied schedules and space temperature set points. On-going maintenance of programmable thermostats. Replace with like in kind in the event of unexpected damage.

Article 5: Baseline Data

5.1 The year(s) selected as the Baseline Period starts on October 1, 2013 and ends on September 30, 2014. Tables 5.1.1 through 5.1.10 outline the utility consumption that occurred during this Baseline Period. This Baseline Period’s Facility utility consumption will be used as the reference for comparing the Facility’s utility consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	306,146	244,916	292,917	336,808	293,058	284,808	335,244	305,556	291,714	346,476	312,894	334,032
Electric	kW	0	466	496	482	496	483	510	500	524	508	528	518
Propane	Gal	0	0	0	4,076	4,282	2,427	412	733	0	0	0	0
Water	kGal	1	615	1,278	1,490	1,328	1,164	1,502	1,298	1,216	1,367	392	1

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	39,701	40,574	53,997	69,891	55,462	63,962	46,446	47,058	48,988	55,955	49,233	45,160
Electric	kW	177	189	197	221	186	206	192	192	197	198	194	185
N. Gas	Therm	8	331	956	1,221	1,389	998	547	369	38	3	4	3
Water	kGal	78	38	33	41	89	22	36	211	95	114	128	107

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	19,800	17,520	19,680	23,040	18,720	18,960	21,120	21,600	22,680	28,320	26,400	26,280
Electric	kW	55	46	50	48	43	46	56	70	78	74	73	76
N. Gas	Therm	25	107	802	874	967	579	172	35	29	27	23	26
Water	kGal	209	11	6	7	6	8	40	61	44	125	159	135

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	2,694	2,841	4,699	5,184	3,831	3,921	2,140	1,702	1,691	2,298	2,131	1,879
Electric	kW	28	29	22	20	31	23	65	38	45	54	46	44
N. Gas	Therm	233	1,841	2,827	5,454	4,908	4,076	1,934	536	71	39	56	94
Water	kGal	3	3	2	2	3	2	7	4	5	5	5	4

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	9,520	10,080	11,920	12,920	13,760	9,160	11,200	8,560	7,120	9,000	8,680	8,920
Electric	kW	116	25	31	26	24	29	33	46	33	39	52	40
N. Gas	Therm	9	1,083	2,199	2,138	2,458	1,356	743	164	2	3	3	4
Water	kGal	12	3	3	3	2	3	3	5	3	4	5	4

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	47,280	59,806	86,622	92,473	75,029	87,497	58,878	41,113	41,298	52,317	35,727	44,667
Electric	kW	187	169	171	163	169	175	197	184	162	157	149	193
Water	kGal	2,454	1,308	3,676	3,010	1,062	4,506	4,599	10,144	4,784	7,971	8,031	8,192

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	13,520	16,080	19,440	16,560	16,720	14,240	13,280	19,280	24,160	20,720	18,880	0
Electric	kW	125	157	122	159	149	170	146	127	99	183	90	143
Water	kGal	13	16	12	16	15	17	15	13	10	18	9	14

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	46,701	26,651	18,722	24,414	21,203	25,322	51,691	63,154	55,164	66,973	65,709	61,843

Exhibit C – Performance Assurance

Electric	kW	232	214	166	123	159	236	228	215	205	198	205	228
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Table 5.1.9 – Baseline Utility Consumption – Water Department Warehouse and Office

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	2,591	2,493	2,927	3,543	2,917	2,820	2,916	3,347	4,472	4,568	3,721	3,541
Electric	kW	498	161	30	50	29	34	135	537	303	416	266	187
N. Gas	Therm	21	329	1,104	1,198	1,362	890	391	25	0	0	0	0
Water	kGal	50	16	3	5	3	3	14	54	30	42	27	19

Table 5.10 – Baseline Utility Consumption – Labrador Fire Station and Addition

	Units	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Electric	kWh	3,840	3,560	4,120	5,080	3,680	4,560	4,760	5,160	6,280	8,160	7,320	7,000
Electric	kW	13	12	12	12	10	11	15	20	20	23	24	20
N. Gas	Therm	55	217	688	881	833	619	345	113	58	55	64	56
Water	kGal	48	9	24	16	9	20	39	115	59	95	120	47

5.2 The operating practices during the Baseline Period determine the utility consumption shown in Tables 5.1.1 through 5.1.10. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this Exhibit C.

Table 5.2.1 Summer/Winter Operating Hours

Day of Week	Waste Water Treatment Plant Occupied Hours	Airport Office Occupied Hours	Flight Deck Restaurant Occupied Hours	Solid Waste Recycling/Traffic Occupied Hours
Monday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Tuesday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Wednesday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Thursday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Friday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Saturday	7a – 4p	None	11a – 9p	None
Sunday	7a – 4p	None	11a – 9p	None

Table 5.2.2 Summer/Winter Operating Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG	Unoccupied Minimum DEG	Unoccupied Maximum DEG
Monday	72	72	72	72
Tuesday	72	72	72	72
Wednesday	72	72	72	72
Thursday	72	72	72	72
Friday	72	72	72	72
Saturday	72	72	72	72
Sunday	72	72	72	72

5.3 Applicable codes - Federal, State, County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the current level of Facility compliance relative to applicable codes unless specifically outlined to the contrary below. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.

5.4 Building Inventory - The following information summarizes the equipment inventory that existed in the Facility during the Baseline Period.

- Waste Water Treatment Plant Admin and Laboratory – 3 gas-fired forced air furnaces with air cooled condensing units
- Airport Office Building – 3 gas-fired forced air furnaces with air cooled condensing units and 3 cooling only package rooftop units
- Flight Deck Restaurant – 1 gas-fired forced air furnace with air cooled condensing unit
- Solid Waste Recycling/Traffic – 1 gas-fired forced air furnace with air cooled condensing unit

Article 6: Utility Rate Structures and Escalation Rates

6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. As the CUSTOMER is the utility provider and does not bill itself for electric usage, the electric rates below were provided to SIEMENS by CUSTOMER to be used as the economic value of electricity for this contract. Each escalation rate will be applied annually to the utility rate.

Table 6.1.1 Electricity (Waste Water Treatment Plant)

Tariff Number or Designation: Retail Rate
 Utility Name: Garden City Electric Department
 Rate Structure: 0.06059 \$ per kWh
 11.86 \$ per kW
 Rate Escalation: 3 % per Annual Period

Table 6.1.2 Electricity (All accounts except Waste Water Treatment Plant)

Tariff Number or Designation: Wholesale Rate
 Utility Name: Garden City Electric Department
 Rate Structure: 0.065 \$ per kWh
 Rate Escalation: 3 % per Annual Period

Table 6.1.3 Natural Gas

Tariff Number or Designation: Baseline Average Rate
 Utility Name: Black Hills Energy
 Rate Structure: 0.844 \$ per Therm
 Rate Escalation: 3 % per Annual Period

Table 6.1.4 Water

Tariff Number or Designation: Commercial Rate
 Utility Name: Garden City Water Department
 Rate Structure: 1.86 \$ per kgallon
 Rate Escalation: 3 % per Annual Period

Table 6.1.5 Sewer

Tariff Number or Designation: Commercial Rate
 Utility Name: Garden City Wastewater Department
 Rate Structure: 2.00 \$ per kgallon
 Rate Escalation: 3 % per Annual Period

Article 7: Contracted Baseline Data

7.1 The following tables detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

Table 7.1.1 Summer/Winter Operating Hours

Day of Week	Waste Water Treatment Plant Occupied Hours	Airport Office Occupied Hours	Flight Deck Restaurant Occupied Hours	Solid Waste Recycling/Traffic Occupied Hours
Monday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Tuesday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Wednesday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Thursday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Friday	7a – 4p	8a – 6p	11a – 9p	8a – 6p
Saturday	7a – 4p	None	11a – 9p	None
Sunday	7a – 4p	None	11a – 9p	None

Table 7.1.2 Summer/Winter Operating Temperatures

Day of Week	Occupied Minimum DEG	Occupied Maximum DEG	Unoccupied Minimum DEG	Unoccupied Maximum DEG
Monday	70	74	55	80
Tuesday	70	74	55	80
Wednesday	70	74	55	80
Thursday	70	74	55	80
Friday	70	74	55	80
Saturday	70	74	55	80
Sunday	70	74	55	80

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TAX-EXEMPT LEASE PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Governing Body of the City of Garden City (“Lessee”) desires to obtain certain equipment (the “Equipment”) described in the Equipment Schedule to the Master Tax-Exempt Lease Purchase Agreement (collectively, the “Agreement”) with All American Investment Group, LLC (“Lessor”), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement with Lessor substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The _____ of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The _____ of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of May, 2015.

Janet A. Doll, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

WHEREAS, the residents and/or owners of the private property at the addresses listed herein have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution the Public Officer is hereby authorized to abate the following motor vehicle nuisance conditions:

2104 N. 3rd Street- Inoperable and/or unregistered vehicle-Blue Cadillac Sedan, Red Jeep & Green Chevy Mini-van

2005 N. Main Street- Inoperable and/or unregistered vehicle- Beige Jamboree Motorhome

201 E. Emerson Street- Inoperable and/or unregistered vehicle-Beige & Grey Motorhome

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 5th day of May, 2015.

Janet A. Doll, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2104 N. 3rd Street



2005 N. Main Street



201 E. Emerson



Old Business

New Business

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 April 2015

RE: KDOT-CITY AGREEMENT – TIGER VI GRANT

ISSUE

The City, Federal Railroad Administration, Kansas Department of Transportation and the BNSF Railway Company are working on the necessary documents related to the TIGER VI grant for the Southwest Chief Route Improvement Project. The Governing Body is asked to consider and approve an agreement between the City and KDOT for project administration.

BACKGROUND

As the recipient of the TIGER VI grant from the U.S. Department of Transportation for the Southwest Chief Route Improvement Project, the City will be involved in three agreements with various parties in the coming weeks.

- 1) Federal Railroad Administration grant agreement
- 2) City and KDOT agreement for project administration
- 3) City and BNSF for construction of the project

The attached City-KDOT agreement No. 12-15, for Project No. 106 KA-4108-01, is ready for consideration and approval. This agreement basically makes KDOT the City's agent for project administration, record keeping and reports. The grant agreement and the City-BNSF agreement are still being prepared and should be available at your next meeting. As these documents are still in progress, Staff requests that the Governing Body grant the City Counselor authority to make changes to the City-KDOT agreement prior to execution.

ALTERNATIVES

- 1) Approve the agreement, granting the City Counselor authority to make changes prior to execution, which meet the Governing Body intent.
- 2) Defer action until a later date.

RECOMMENDATION

Staff recommends Governing Body approval of the agreement with City Counselor authority to make changes prior to execution.

FISCAL

Funding of the project is being shared by multiple partners, including the Southwest Chief Coalition, KDOT, BNSF and the TIGER grant.

Steve Cottrell



Engineering Department

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

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

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

PROJECT NO. 106 KA-4108-01

TIGER GRANT PROJECT
CITY OF GARDEN CITY, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City applied to the U.S. Department of Transportation for and was awarded a TIGER Grant to restore and upgrade rail facilities to improve travel for Amtrak’s Southwest Chief Route and has entered into a TIGER Grant Agreement between the City and the Federal Rail Administration to receive and administer the grant.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of projects utilizing federal funds and the Secretary may assist cities in the administration of these types of projects.
- C. The Secretary is empowered by the laws of Kansas to make loans or grants to a railroad for the purpose of facilitating the financing, acquisition, or rehabilitation of railroads in the State of Kansas. Further, the Contractor is a qualified entity as that term is defined in K.S.A. § 75-5048(h) and K.A.R. § 36-39-2 eligible to receive funding from the RSIF.
- D. The Secretary desires to assist the City in certain aspects of the administration of the TIGER Grant and to contribute state funds toward the project being partially funded by the grant.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Amtrak”** means Amtrak (National Railroad Passenger Corporation) with its place of business at 60 Massachusetts Avenue, NE, Washington DC, 20002.
3. **“AREMA”** means the American Railway Engineering and Maintenance of Way Association.
4. **“BNSF”** means BNSF Railway Company, with its principal place of business at 2650 Lou Menk Drive, Fort Worth, TX 76131, and is a qualified entity as that term is defined in K.S.A. §75-5048(h) and K.A.R. § 36-39-2 eligible to receive funding from the RSIF.

5. **“City”** means the City of Garden City, Kansas, with its principal place of business at 301 N. 8th Street, Garden City, KS 67846.
6. **“City Project Monitor”** means the City Engineer, designated by the City to monitor progress of the Project.
7. **“Construction”** means the work done on the Project after Notice to Proceed, consisting of building, altering, repairing, rehabilitating, improving or demolishing any track structure or rail line; any drainage, dredging, excavation, grading or similar work upon real property; and dirt work, grading, rail spur construction, and rail switch installation.
8. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
9. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
10. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project, which may include BNSF.
11. **“Contractor”** means BNSF, which is the entity contracted by the City to perform the Construction for the Project, and who shall be responsible for maintenance of the Project.
12. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
13. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
14. **“FRA”** means the Federal Railroad Administration, an agency within the U.S. Department of Transportation.
15. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.

16. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
17. **“Local Contributions”** means \$300,000, which represents the sum of contributions made by various entities, including the City, for the Project.
18. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not Participating Costs.
19. **“Notice of Acceptance”** means a written notification from the City, and upon concurrence with the Secretary, that the City has received certification from the FRA-certified track inspector, as well as any other certifications required in this Agreement and the TIGER Grant Agreement, that the Project has been completed in compliance with the TIGER Grant Agreement, Design Plans, specifications, and applicable standards and that the City accepts the Construction of the Project as completed in accordance with the requirements of this Agreement.
20. **“Notice to Proceed”** means a written notification from the City, after concurrence by the Secretary, that the Contractor is authorized to proceed with the Project.
21. **“Participating Costs”** means expenditures for items or services which are an integral part of railroad construction projects, as reasonably determined by the Secretary.
22. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
23. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, performed by or for BNSF that takes place before Construction.
24. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when Notice to Proceed is issued by the City, being **Construction on the BNSF Railway La Junta Subdivision from Mile Post 391.000 to Mile Post 468.530 in Kansas and Mile Post 524.979 and Mile Post 530.161 in Colorado**. The Project will replace approximately forty-five (45) miles of bolted rail with new 136 or 141 pound relay rail (continuous welded rail, [CWR]) on the BNSF La Junta Subdivision. Approximately twenty (20) turnouts will be replaced, one thousand and fifty (1,050) tons of ballast applied and twelve (12) at-grade crossings will be repaired and restored. This Project is generally described as The Southwest Chief Route Improvement Project as set forth in the TIGER Grant Agreement, and is the subject of this Agreement.
25. **“Project Cost”** means \$21,769,963, which represents the total estimated cost of the Project, as detailed in Attachment _____ of the TIGER Grant Agreement.
26. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

27. **“Rail and Freight Unit”** means the department within KDOT primarily responsible for rail matters, which is contacted by notice to John Maddox, Rail/Freight Manager, KDOT, 700 SW Harrison Street, Topeka, KS 66603.
28. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
29. **“RSIF”** means the rail service improvement fund established in the Kansas State Treasury pursuant to K.S.A. § 75-5048(c) for the purpose of facilitating the financing, acquisition, and rehabilitation of railroads and rolling stock in the State of Kansas.
30. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors, or the Secretary’s duly authorized designee.
31. **“TIGER Grant”** means the federal funding granted to the City by the U.S. Department of Transportation (“U.S. DOT”) under the Transportation Investment Generating Economic Recovery discretionary grant program in the American Recovery and Reinvestment Act of 2009, pursuant to which the U.S. DOT acting through the FRA will enter into a TIGER Grant Agreement with the City in the amount of \$12,469,963 for construction of the Project.
32. **“TIGER Grant Agreement”** means the Grant/Cooperative Agreement dated _____ between the City and FRA, setting forth terms and conditions under which the City, as grantee, will be responsible for Construction of the Project in order to receive the TIGER Grant.
33. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information.** The Secretary will provide technical information and administrative assistance for the Project, upon request by the City to the Rail and Freight Unit, and to the extent the Secretary determines, in his discretion, is reasonable, including the following anticipated types of assistance:

(a) if the TIGER Grant Agreement is not fully executed by the Effective Date of this Agreement, preparation of portions of the TIGER Grant Agreement such as the Construction Engineering worksheet, performance measures, and the Project scope of work, budget, and timeline; and

(b) following Notice to Proceed, review of invoices submitted by the Contractor, progress reports prepared by the City Project Monitor, and performance measure data reports prepared by the City.

2. **Holding and Disbursal of Local Contributions.** The Secretary agrees to be responsible to hold the Local Contributions remitted by the City to KDOT and to disburse the Local Contributions, and other project funds, pursuant to the payment procedure set forth in Article II, paragraph 3. In the event the final costs of the Project are less than the Project Cost, the Secretary will return any amount remaining of the Local Contributions to the City after the Secretary's final review of the Project costs and final billing and payment.

3. **Payment of Costs.**

(a) **Secretary's Responsibility for Costs.**

(i) **Costs within Project Cost.** The Secretary agrees to be responsible for up to three million dollars (\$3,000,000.00) of the costs within the Project Cost (which includes the costs of all Construction Contingency Items) and Construction Engineering, except as set forth in Article II, paragraph 3(a)(ii).

(ii) **Overages.** In the event the costs of the Project exceed the Project Cost, the Secretary agrees to be responsible for 40% of the total actual overage costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering above the Project Cost, but not to exceed \$435,399.

(b) **Payments to Contractor.** The Secretary agrees to be responsible for issuing payments to the Contractor for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, as set forth in the procedure below.

(i) **Invoices for Actual Costs.** The Secretary shall only issue payment based upon submitted invoices, which are based on actual costs for the Project (including the costs of all Construction Contingency Items).

(ii) **Invoicing Procedure.** The Secretary will only process invoices that have been approved by the City as conforming to the requirements imposed by the TIGER Grant Agreement, and include an original invoice and two (2) copies of the original invoice, an invoice summary, and a request for reimbursement cover sheet itemizing the expenses incurred on the Project. Each invoice shall indicate materials paid for by the Contractor, the amount of work performed, and the total value of the work. The invoice should, to the extent practicable, reflect all expenditures for the period involved, identified by line item to be set forth in the Project Cost.

(iii) **Processing of Payments.**

(A) **Payments within Project Cost.** Within 30 days of approval of an invoice by the City and the Secretary, and provided the amount approved is within the Project Cost, the Secretary will issue a payment to Contractor less 27.56% of the entire approved invoice amount. The 27.56% deduction represents \$6,000,000 in funding contributed by the BNSF and Amtrak. The portion of the payment remaining after the 27.56% deduction will be comprised

from the following sources: 13.78% representing the Secretary's responsibility; 1.38% representing the Local Contributions' responsibility; and 57.28% representing FRA TIGER Grant's responsibility. The Secretary will seek reimbursement from FRA for the portion of the payment representing FRA TIGER Grant's responsibility.

(B) Payments for Overages. Upon approval by the City and the Secretary of any change orders resulting in an invoice for an amount above the Project Cost, the Secretary will issue a payment to the Contractor to the extent of the Secretary's responsibility set forth in Article II, paragraph 3(a)(ii), within 30 days of such approval.

(c) Final Review, Billing, and Payment. After issuance of the Notice of Acceptance, the Secretary will, in a timely manner, prepare a complete and final review of all Project costs. If the Secretary finds that any costs, materials, and expenditures do not meet the requirements of this Agreement, the Secretary will withhold from the final payment invoice an amount equal to such costs, materials, and/or expenditures. The Secretary will seek reimbursement for the final billing and payment from FRA for the portion of the payment representing FRA TIGER Grant's responsibility. Any dispute in connection with the final review shall be referred to the Secretary, or his or her designee, for resolution.

4. Preliminary Engineering, Right of Way, and Utilities. The Secretary shall not be responsible for the Preliminary Engineering, Right of Way, or Utility adjustments for the Project. Nor shall the Secretary be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.

ARTICLE III

CITY RESPONSIBILITIES:

1. Primary Responsibility. The City, as the grantee in the TIGER Grant Agreement, shall be primarily responsible for all obligations and responsibilities imposed by the TIGER Grant Agreement.

2. Secretary Authorization. The City authorizes the Secretary to undertake the administrative and payment functions set forth in Article II, above, for and on behalf of the City, including seeking reimbursement from FRA for costs of the Project to be paid from the TIGER funds. The City will cooperate with the Secretary as requested to obtain reimbursement of payments from FRA. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing on the City's behalf the benefits of the TIGER Grant for this Project.

3. Legal Authority. The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

4. Conformity with State and Federal Requirements. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal

design criteria appropriate for the Project in accordance with applicable AREMA standards, the TIGER Grant Agreement, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), and with the rules and regulations of the FRA pertaining to the Project.

5. **Submission of Estimated Costs to Secretary.** Prior to the City issuing the Notice to Proceed, it shall submit to the Secretary an itemization of estimated project costs as contained in the fully executed copy of the TIGER Grant Agreement.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by the City, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Contractor Contract Language.** The City shall include language requiring conformity with this Agreement, and to carry out the intent of this Agreement, in any contract between the City and the Contractor regarding the Project. In the contract between the City and the Contractor for performance of Construction of the Project, the City shall include the following language in addition to any other language identified in this Agreement.

(a) Invoicing and Payment Processing. The City shall include language requiring the Contractor to:

(i) submit invoices as required by the TIGER Grant Agreement and this Agreement, simultaneously to the City and the Secretary no more frequently than on a monthly basis;

(ii) agree to the payment processing procedure set forth in Article II, paragraph 3;

(iii) agree that the Secretary shall not have an obligation to pay any overage above the Project Cost that the Secretary has not agreed to pay in Article II, paragraph 3(a)(ii) and that the Contractor assumes full responsibility for any portion of any invoice not approved for reimbursement by FRA; and

(iv) follow all of the recordkeeping obligations set forth in Article III, paragraph 18, which are imposed on the City, however the City retains responsibility to the Secretary for such obligations in the event the Contractor does not fulfill its obligations under its contract with the City.

(b) Design and Specifications; Submission to Secretary. The City shall require the Contractor to be responsible for preparing Design Plans as needed for the Project in conformity with Article III, paragraph 4, above.

(c) Responsibility for Adequacy of Design. The City shall require the Contractor to be responsible for preparing Design Plans as needed for the Project in conformity with Article III, paragraph 4, above. Neither the Secretary, nor the City, makes any representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project.

(d) Right of Way. The City and Secretary acknowledge that the project is being built within existing BNSF Right of Way, and that BNSF states that additional Right of Way is not required. The City will require the Contractor to obtain any additional Right of Way needed for the Project.

(e) Utilities. The City shall require the Contractor to be responsible for actions required by this Project related to Utilities, including: (i) identifying existing and known Utilities; (ii) moving, adjusting, and installing Utilities; and (iii) permitting of Utilities.

(f) Access Control. The City will require the Contractor to maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

(g) Maintenance. The City shall ensure that the Contractor is responsible for maintaining and using the Project as set forth in the TIGER Grant Agreement.

(h) Financial Obligation. The City shall require the Contractor to undertake such responsibility to the City: (a) for 100% of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project; (b) to pay for any Non-Participating Costs incurred for the Project along with the associated non-participating Construction Engineering costs; and (c) to pay (or not invoice for) overages above the Project Cost that the Secretary has not agreed to be responsible for under Article II, paragraph 3.

(i) Default by Contractor. The City shall include language that, in addition to any other remedies the Secretary might pursue, in the event of a breach and/or default by the Contractor of its maintenance and/or use obligations set forth in the TIGER Grant Agreement within a period of ten (10) years from the date of the Notice of Acceptance, and unless such breach and/or default is excused by the Secretary in writing, the Contractor will pay to the Secretary the amount of the entire grant the Secretary paid to the Contractor reduced pro rata based on the number of months of the ten-year period that have lapsed following the Notice of Acceptance.

(j) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Contractor. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Contractor. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Contractor failed to comply with its contract obligations under this Agreement or because of the Contractor’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Contractor as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Performance Bond.** The City and Secretary acknowledge that the project is being completed by BNSF and that a Performance Bond is not required.

9. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party’s claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City, or both, incur in defending the claim.

10. **Notice to Proceed.** Upon the City’s determination that the Contractor may proceed with Construction and the concurrence of the Secretary, the City will deliver to the Contractor the Notice to Proceed.

11. **Notice of Acceptance.** Upon the City’s receipt of certification from the FRA-certified track inspector that the Project was completed in compliance with the TIGER Grant Agreement, this

Agreement, Design Plans, applicable FRA track specifications, and applicable AREMA standards; and upon concurrence with the Secretary; the City will deliver to the Contractor the Notice of Acceptance.

12. **City Project Monitor.**

(a) **Project Review.** The City Project Monitor will receive and review certifications provided by the FRA certified inspector and keep any records of reviews performed during the Project period. The City Project Monitor shall periodically meet and confer with the Secretary's designee and the Contractor's supervisor of the Project to ascertain that the work being performed is in compliance with this Agreement, and shall report any instance of noncompliance or questionable work to the Rail and Freight Unit.

(b) **Change Orders.** The City Project Monitor will review any change orders requested by the Contractor for work related to the Project, and after approval by the City, the Secretary, and the FRA as necessary, authorize reasonable change orders.

(c) **Progress Reports.** The City Project Monitor will deliver to FRA any progress reports required pursuant to the TIGER Grant Agreement.

13. **Authorization of Signatory.** The City Engineer shall be authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

14. **Hazardous Waste.** Before using any KDOT right of way, the City, and/or the Contractor through its contractual obligations with the City, shall be required to request a permit through KDOT's standard highway right-of-way access permitting process and agree to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Construction. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Construction or during Construction.

(c) **Hazardous Waste Indemnification.** The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. **Inspections**. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the TIGER Grant Agreement. The detailed inspection is to be performed by a FRA certified inspector to conduct the inspection. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. Neither the City nor the Secretary will enter BNSF Right of Way, for any purpose related to this Project, without being accompanied by BNSF personnel and in compliance with BNSF safety requirements; such accommodations shall not be unreasonably withheld. The City will require at a minimum all personnel, regardless of whether the personnel are employed by the City or others, performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests and the railroad workplace safety requirements of 49 C.F.R. Part 214, as applicable. The agreement for inspection services must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

16. **Traffic Control**. Before crossing any State of Kansas highway, the City, or Contractor through its contractual obligations with the City, shall be required to request a permit through KDOT's standard highway right-of-way access permitting process, which shall cover the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control**. The City shall require BNSF to provide a temporary traffic control plan within the Design Plans, which includes the plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Traffic Movements**. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. **Remission of Local Contributions.** The City agrees to remit the Local Contributions to KDOT within 15 days of the Effective Date.

18. **Recordkeeping.**

(a) **General Record Retention.** The City shall maintain its books, records, documents, and other evidence pertaining to all costs and expenses incurred in such detail as will properly reflect all net costs, labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for this Project. The City shall also maintain any documents, records, and other information required by or required to be maintained by the City pursuant to the TIGER Grant Agreement. The City shall make its records, documents, books, and other information the City is required to maintain, available to representatives of the Secretary for audit upon request by the Secretary for a period of five (5) years after date of final payment under this Agreement and issuance of the Notice of Acceptance.

(b) **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

19. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the City and the Secretary agree to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City and the Secretary for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City's and the Secretary's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City and the Secretary, by acceptance of this Agreement, acknowledge the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City and the Secretary agree to refund payment made by the Secretary to the City and the Secretary for items subsequently found to be not eligible for reimbursement by audit.

20. **Indemnification by City.** The City will indemnify, hold harmless, and save the

Secretary and the Secretary's authorized representatives, employees, and agents from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions of this Agreement or performance of this Agreement by the Secretary and/or the Secretary's authorized representatives, employees, and agents. If the Secretary defends a third party's claim which arises out of or in connection with the provisions of this Agreement or performance of this Agreement by the Secretary and/or the Secretary's authorized representatives, employees, and agents, the City shall indemnify the Secretary and the Secretary's authorized representatives, employees, and agents for damages paid to the third party and all related expenses the Secretary and the Secretary's authorized representatives, employees, and agents incur in defending the claim.

21. **K.S.A. § 46.239(c) Certification.** The City shall certify that it is in compliance with K.S.A. § 46-239(c) by signing the Certification of Compliance attached as **Exhibit 1** and hereby incorporated in this Agreement.

22. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall require the Contractor to provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City and/or the Contractor to any party outside of the Secretary and all costs incurred by the City and/or the Contractor not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

23. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans for the Project, the TIGER Grant Agreement, and any other exhibits and special attachments are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all state and federal laws and regulations applicable to the Project. The City represents and warrants that any Contractor and/or Consultant performing any services on the Project will also comply with all state and federal laws and regulations applicable to the Project.

5. **Cash Basis and Kansas Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*) and at all times should be construed and interpreted so as to ensure that the City is at all times in compliance with such laws.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:

Rail and Freight Unit, John Maddox
Kansas Department of Transportation
Dwight D. Eisenhower State Office Building
700 SW Harrison Street
Topeka, Kansas 66603-3754

The City:

City Engineer
City of Garden City
301 N 8th Street
P.O. Box 998
Garden City, Kansas 67846

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF GARDEN CITY, KANSAS

CITY CLERK (Date)

(SEAL)

MAYOR

Michael S. King, Secretary of Transportation
Kansas Department of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

DRAFT

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/

Project

No: _____

(if applicable)

County: _____

(if applicable)

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
E-mail: Allen.Shelton@gardencityks.us

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

MEMO

To: GOVERNING BODY

From: Fire Chief Allen Shelton and City Engineer Steve Cottrell

Date: April 29, 2015

Re: Approval – Architectural Firm Central Fire Station Addition and Remodel

ISSUE

The governing body is asked to approve or reject the recommendation the selection committee has made for architectural design firm for the Central Fire Station Addition and Remodel.

BACKGROUND

One of the goals set by the Governing Body for 2015-2016 is to design the addition and remodel to the Central Fire Station. The attached RFQ was sent to five local architectural firms on April 3rd.

Two submittals were received by the April 17th deadline. The responding firms were:

- The Architect, Bruce Glass, Garden City
- Gibson, Mancini, Carmichael and Nelson, Garden City

A selection committee consisting of Commissioner Dale, City Engineer Steve Cottrell and myself reviewed the submittals and held interviews on April 27th. Following the interviews, the committee selected Gibson, Mancini, Carmichael and Nelson for Governing Body consideration and approval.

ALTERNATIVES

- 1) The Governing Body may accept the Gibson, Mancini, Carmichael and Nelson proposal of design. With the authorization and execution of agreement between the firm and the City of Garden City at a future City Commission meeting.
- 2) The Governing Body may reject the Gibson, Mancini, Carmichael and Nelson proposal, and elect not to do the design at this time.

- 3) The Governing Body may request consideration of the other responding firm The Architect.

RECOMMENDATION

Staff recommends acceptance of the Gibson, Mancini, Carmichael and Nelson design proposal, with an agreement between the City of Garden City and the firm to be authorized by the Mayor and execution of the agreement by the City Clerk at a future City Commission meeting.

FISCAL

Costs of the design services are included in the 2015 Fire Department budget.

Allen Shelton



Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
E-mail: Allen.Shelton@gardencityks.us

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

April 3, 2015

Dear Consultants,

The City of Garden City is soliciting letters of interest from design professionals for design services for an addition to the Central Fire Station at 302 N 9th street. The 2014 Fire Facilities Study identified additional space and remodeling needs at the facility. Information from the study is included.

We will follow City of Garden City professional services (QBS) selection guidelines. We expect to execute an agreement with a design firm by May 5, 2015.

If you wish to be considered for this project, please respond by April 17, 2015, and include the following information. Electronic submittal is preferred.

- List of the staff proposed for this project.
- References.
- Other pertinent information

From those firms responding, a Selection & Negotiating Committee will select a short list for interviews. The interviews will be held between April 22 and 24. The committee's selected consultant will be requested to submit a proposal by April 30th. The committee will simultaneously recommend the consultant and acceptance of the proposal to the city commission, for action on May 5th.

If you have any questions, do not hesitate to contact with City Engineer Steve Cottrell or myself.

Allen.Shelton@gardencityks.us 620-276-1140
Steve.Cottrell@gardencityks.us 620-276-1130

Sincerely,

Allen Shelton
Fire Chief Garden City

Consent Agenda

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (Agreement), made and entered the 5th day of May, 2015 (Effective Date), by and between, the CITY OF GARDEN CITY, KANSAS (Seller), and DUANE E. WEST (West).

WITNESSETH:

Seller agrees to sell and convey to West and West agrees to buy and pay for the following described real estate, including all improvements located thereon (Property), upon the following terms and conditions, to wit:

1. PROPERTY. The description of the Property is commonly known and numbered as 418-422 North Main Street in the City of Garden City, Finney County, State of Kansas, legally described as follows:

Lots Three (3) and Four (4), Block Twenty-seven (27) of J.A. Stevens Addition, Garden City, Finney County, Kansas, according to the Plat recorded in Book E, Page 49.

Beginning at the Northeast corner of Lot 3; thence South along the East lot line of Lots 3 and 4 on an assumed bearing of South 0°00'00" East for a distance of 50.00 feet to the Southeast corner of Lot 4; thence West at a bearing of North 89°58'45" West for a distance of 140.00 feet; thence North along the West lot line of Lots 3 and 4 at a bearing of North 0°00'00" East for a distance of 50.00 feet to the Northwest corner of Lot 3; thence in a Southeasterly direction at a bearing of South 89°58'45" East for a distance of 140.00 feet to the point of beginning.

2. PURCHASE PRICE. The total purchase price of Ten Thousand Dollars (\$10,000) (Purchase Price) shall be due and paid at closing.

3. CLOSING AND POSSESSION. This Agreement shall close on or before May 15, 2015, at the office of **Doering & Grisell, P. A., 124 Grant Avenue, Garden City, Kansas**. West shall be entitled to possession of the Property on the date of closing. The date of closing of this transaction may be extended only by consent of both parties to this Agreement.

4. GENERAL WARRANTY DEED. Prior to or at closing, Seller shall prepare a General Warranty Deed, conveying merchantable title to and in the name of West, subject only to easements, restrictions, covenants, reservations and rights-of-way of record, if any. Upon payment in full by West of the Purchase Price and upon full performance of each and every term and condition herein required to be performed by West and Seller, Seller shall deliver to West the General Warranty Deed executed by Seller.

5. FIXTURES CONVEYED WITH PROPERTY. The parties agree that all fixtures shall be conveyed to West.

6. PROPERTY TAXES AND ASSESSMENTS. The Property is currently exempt from property taxes. Seller agrees to indemnify West should any ad valorem property taxes be assessed by Finney County against the Property during the time West owns the Property. The Property is not subject to special assessments.

7. DEFAULT. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF SELLER IS IN DEFAULT

- i. West may elect to treat this Agreement as terminated; or
- ii. West may elect to treat this Agreement as being in full force and effect and West shall have the right to an action for specific performance.

(b) IF WEST IS IN DEFAULT

- i. Seller may elect to treat this Agreement as terminated; or
- ii. Seller may elect to treat this Agreement as being in full force and effect and Seller shall have the right to an action for specific performance.

8. EXAMINATION OF PROPERTY/WARRANTIES. West has carefully examined the Property and warrants that the purchase was negotiated after consideration of any and all possible defects in the Property and takes the Property in an **AS IS** condition. West acknowledges and agrees that the Property is in need of significant repairs and that the condition of the Property is not in compliance with many applicable building and life safety codes to enable the Property to currently be utilized by the public. **BOTH WEST AND SELLER ACKNOWLEDGE AND AGREE THAT THERE HAVE NOT BEEN ANY OTHER EXPRESS OR IMPLIED WARRANTIES MADE WITH RESPECT TO THE PROPERTY TO BE CONVEYED TO WEST HEREUNDER.**

9. MECHANICAL INSPECTIONS. Prior to closing, West may obtain, at West's expense, an inspection of the mechanical equipment and systems servicing the Property.

10. TERMITE INSPECTION. West may obtain, at West's expense, a current report by a licensed exterminating company reflecting that the Property is free and clear of visible evidence of termite infestation and visible evidence of termite damage.

11. STRUCTURAL INSPECTIONS. West may conduct, at West's expense, inspections of all structural aspects of the Property by qualified professionals to determine the existence of any structural defects.

12. ENVIRONMENTAL OR HEALTH INSPECTIONS. West may conduct, at West's expense, inspections to determine the presence of any environmental or health hazards affecting the Property.

13. DESTRUCTION OF PROPERTY.

- (a) In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount greater than ten percent (10%) of the total purchase price, this Agreement may be terminated at the option of West and all payments received hereunder shall be returned to West. West may elect to carry out this Agreement despite such damage. In such event, West shall be entitled to credit for the insurance proceeds resulting from damage to the Property (plus the deductible), not exceeding, however, the total purchase price. Seller agrees to maintain casualty insurance on the Property until closing.
- (b) In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount less than ten percent (10%) of the total purchase price, Seller may repair any such loss or damage so as to restore the Property to as good a condition as they were at the date of this Agreement, and shall be given a reasonable time to make such repairs in order to close this Agreement. In such event, the proceeds of any insurance on the destroyed or damaged Property shall belong to Seller.
- (c) Seller shall insure the Property against casualty, damage and loss prior to date of closing.

14. GENERAL COVENANTS. The parties further agree as follows:

(a) Notices shall be in writing and shall be deemed to be given if delivered personally, sent via telefax, sent via next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

i. If to West: Duane E. West
1702 Janice Lane
P. O. Box 712
Garden City, Kansas 67846

ii. If to Seller: City Manager
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846

Either party may change the name or addresses to which notices shall be sent by notifying the other party of such change, in writing.

- (b) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and permitted assigns of the parties hereto.
- (c) West shall not have any right to assign any or all of the rights and/or obligations herein without the prior written consent of Seller, which consent shall not be unreasonably withheld.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (f) One or more waivers of any breach of a covenant or requirement herein by Seller shall not be deemed a further waiver of the same.
- (g) This Agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.
- (h) All representations, agreements, warranties, and covenants made by Seller and West under this Agreement shall survive the closing of this transaction.
- (i) There are no oral or otherwise non-written representations which have been made by the parties concerning the Property or this transaction.

IN WITNESS WHEREOF, the undersigned Seller and West have executed this Agreement on the dates set forth below.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

"Seller"

Celyn N. Hurtado, City Clerk

DATE

Duane E. West

"West"

The **Effective Date** of this Agreement is May 5, 2015.

RECORDING INFORMATION

WARRANTY DEED

CITY OF GARDEN CITY, KANSAS, a municipal corporation, *Grantor*

CONVEYS AND WARRANTS TO

DUANE E. WEST, *Grantee*

The following described real estate in the County of FINNEY and the State of KANSAS, to-wit:

Lots Three (3) and Four (4), Block Twenty-seven (27) of J.A. Stevens Addition, Garden City, Finney County, Kansas, according to the Plat recorded in Book E, Page 49.

Beginning at the Northeast corner of Lot 3; thence South along the East lot line of Lots 3 and 4 on an assumed bearing of South 0°00'00" East for a distance of 50.00 feet to the Southeast corner of Lot 4; thence West at a bearing of North 89°58'45" West for a distance of 140.00 feet; thence North along the West lot line of Lots 3 and 4 at a bearing of North 0°00'00" East for a distance of 50.00 feet to the Northwest corner of Lot 3; thence in a Southeasterly direction at a bearing of South 89°58'45" East for a distance of 140.00 feet to the point of beginning.

Commonly known and numbered as 418-422 North Main Street, Garden City, Finney County, Kansas.

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration.

GRANTOR, for itself, or its successors in interest, does hereby covenant, promise and agree, to and with GRANTEE, that at the delivery of this deed, GRANTOR is lawfully seized in its own right, of an absolute and indefeasible estate, in fee simple, in the above granted and described real estate, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatever nature or kind.

EXCEPT AND SUBJECT TO easements, restrictions, covenants, reservations and rights-of-way of record, if any.

GRANTOR FURTHER COVENANTS, PROMISES, AND AGREES that it will warrant and forever defend the same unto GRANTEE, against GRANTOR, and all and other persons whomsoever, lawfully claiming an interest in the above described real estate.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

THIS INSTRUMENT was acknowledged before me on the _____ day of May, 2015, by Janet A. Doll, as Mayor of the City of Garden City, Kansas.

Notary Public

My Appointment Expires: _____

AFTER RECORDING RETURN TO:

Duane E. West
P. O. Box 712
Garden City, Kansas 67846

MAIL PROPERTY TAX STATEMENTS TO:

Duane E. West
P. O. Box 712
Garden City, Kansas 67846



**COMMUNITY
DEVELOPMENT
DEPARTMENT**
SERVING THE
CITIES OF
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY
620-276-1170

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

CODE
ENFORCEMENT
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
67846-0499
620.276.1170
FAX 620.276.1173
www.garden-city.org

MEMORANDUM

DATE: May 5, 2015
TO: Mayor & City Commission
FROM: Kaleb Kentner, Planning & Community Development Director
cc: File
RE: 2015 Vegetation Mowing Applicant

Issue: 2015 Vegetation Mowing Applications for Code Violations

Background: The Community Development Department has received an application from Richard D. Martin for the 2015 vegetation mowing season at the following rates:

Small Lots- \$30/ hour
Large Lots- \$70/ hour

Lot size is determined by the Code Compliance Officer.

Alternatives:

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

Recommendation: Staff recommends approving Mr. Martin's application.

Fiscal Impact: Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through either collections or through specials assessed to the property.

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 April 2015

RE: KDOT FUND EXCHANGE PROGRAM

ISSUE

KDOT has submitted Agreement No. 82-15, for the 2015 fund exchange program for Governing Body consideration and approval.

BACKGROUND

This is the fifth year of the fund exchange program. The project this year is the reconstruction of Buffalo Jones Avenue from 5-Points to 13th Street and Walnut Street between Main and Eighth Streets.

ALTERNATIVES

- 1) Approve the agreement.
- 2) Defer action until a later date.

RECOMMENDATION

Staff recommends Governing Body approval of the agreement.

FISCAL

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

Steve Cottrell



Engineering Department

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

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

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

Other Entities Minutes

Garden City Recreation Commission
REVISED Minutes
Monday, March 30, 2015

I. Call Meeting to Order

Chairperson Marcus Ramos calls the meeting to order at 5:21pm. GCRC Board Present was Anna Urrutia, Myca Bunch and Jamie Warren. GCRC Staff present were Superintendent John Washington, Arts and Theater Director Brian Seagraves and Finance Director Terri Hahn. Guest present was Amro Samy and Steve O'Brate.

II. Approval of Agenda

Motion by Jamie Warren to approve the agenda, seconded by Myca Bunch. Motion carried with all in favor.

III. Consent Agenda (Tabled from 02/23/2015)

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

- Minutes of Special Meeting January 21st and Regular Meeting January 19 2015
- Financial Reports for January 2015
- Staff Reports for February 2015
- Participation Reports

Motion by Anna Urrutia to approve the Consent agenda from 02/23/2015, seconded by Marcus Ramos. The motion carried with all in favor.

IV. Consent Agenda

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

- Minutes of Regular Meeting February 24, 2015
- Financial Reports for March 2015
- Staff Reports for March 2015

Motion by Jamie Warren to approve the consent agenda from February 24, 2015, seconded by Myca Bunch. Motion carried with all in favor.

V. Superintendent Report

- **Mid-West Regional Conference Grand Junction, Colo., April 26-29th.** - John informed the Board that he will be gone April 26 – 29th in Grand Junction, Colo for the Mid-West Regional Conference.
- **NRPA Conference September 14-17 in Las Vegas, Nevada** – The NRPA Conference is September 14-17th in Las Vegas, Nevada. Any Board member is welcome to go, please contact John for more information.
- **2016 KRPA Conference and Trade Show-Dodge City** – 2016 KRPA Conference and Trade Show will be in Dodge City, KS next year. Board Members are welcome to attend.
- **Garden City Recreation Commission State Theater Proposal discussion RFP (Brian Seagraves, Arts And Theater Director)** – Arts and Theater Director Brian Seagraves informed the Board that Duane West visited with Brian about buying the State Theater from the City of Garden City and giving it to the Garden City Recreation Commission. Duane presented this to the City Commissioners and they requested from the public an RFP on the State Theater. Two other entities were interested in the State Theater. Mark Pamplin (Personal Business Adventure) and Brian Nelson with the Finney County Preservation Alliance. Mr. West presented the RFP not the Recreation Commission.

Brian Nelson's group does not want the City Commissioners to present them with the building for another seventeen months and take five to ten years to raise the \$1.2 million. The GCREC Board requested Brian to keep them informed on the situation. The City Commissioners will decide at their April meeting.

VI. New Business

- a) **Terri Hahn Finance Director is asking for approval to destroy Financial Files for 2015.** – The following records need to be destroyed by GCREC Policy and the Auditors. They are: 2007 - Vouchers Journals, Yellow copies Purchase orders, Account Payables Checks Registers Jan – Dec. Cancelled checks, Bank Statements Checking and Savings, Jan-Dec. Payroll Earnings Reports, Payroll Check Register Quarterly Reports, Time Sheets, Ks Withholdings, Sales Tax, EFTPS Payroll Reports, KPERS Payroll, Pledging Reports Jan-Dec. Class Registrations Recware Jan 2000 thru December 2007. W2's and 1099's. 2008 – Account Payables, Payroll Earning and Payroll Registers Jan-Dec. 2012 – Cash Receipts, Yellow Copies of Purchase Orders, Recware Class Registrations, Telephone Message Books Jan-Dec. Motion by Jamie Warren to approve the Financials Files for 2015 presented above. The motion was seconded by Anna Urrutia. Motion carried with all in favor.
- Board Member Jamie Warren also made a motion for approval for the Finance Director to destroy records following policy without Board approval. Motion was seconded by Myca Bunch. Motion carried with all in favor. On Recreation Policy Article 10 Retention of Records and Documents, Records may not be destroyed without prior approval obtained from the Recreation Commission.**
- b) **2015-17 Beverage Bid for Garden City Recreation Commission Concessions and vending machines.** – Bids were send out to Coke and Pepsi for concessions and vending's machines. The only bid received was from Pepsi leaving out the water bid. John explained that Scheopner's Water has the water bid for five years. John recommended going with Pepsi. Motion by Anna Urrutia Pepsi for the concessions and vending machine bid, seconded by Myca Bunch. The motion carried with all in favor.
- c) **Terri Hahn Finance Director is asking for approval to remove assets from the 2015 Fixed Assets List.** – The 2015 Fixed Asset list was presented to the Board for approval to remove items from the list. Motion by Anna Urrutia to approve the 2015 Fixed Asset List removal, **seconded by Myca Bunch.** Motion carried with all in favor.

VII. Old Business

- a) **Approval of Policy 8.3.8, Pay for Annual Leave Accrued.** – John presented a memo from Randy Grisell on the Policy 8.3.8, Pay for Annual Leave Accrued. Mr. Grisell recommendation is: Payment for Accrued Vacation Benefit
- Vacation leave is a benefit, not an earned wage. Accrued vacation is only considered an earned benefit, and payable to employees who resign, leave employment by reason of death, or voluntarily terminate their employment and are in good standing by giving not less than two week notice of termination.
 - Employee's voluntarily terminating employment, and who give the required notice will be paid for accrued vacation benefit up to a maximum of forty (40) work days.
 - Employee's retiring will be paid for accrued vacation benefit up to a maximum of fifty (50) work days.
 - Any accrued vacation time in excess of the limits set forth in this paragraph will not be paid by the GCRC.

Employees involuntarily terminated by the GCRC, for any reason, with or without cause, and employees resigning or voluntarily terminating their employment and not in good standing, will not be paid any accrued vacation benefit. Employees terminating employment during a probationary period, for any reason, will not be paid any accrued vacation benefit.

Motion by Jamie Warren to change Policy 8.3.8 Pay for Annual Leave Accrued to take the word not out of the sentence: Employees involuntarily terminated by the GCRC, for any reason, with or without cause, and employees resigning or voluntarily terminating their employment and not in good standing, will **(not)** be paid by accrued vacation benefits. The motion was seconded by Myca Bunch. Motion carried with all in favor.

- b) **Approval of the 2015 Recreation Commission Meeting Calendar** – Motion by Jamie Warren to approve the 2015 Recreation Commission Meeting Calendar as presented, seconded by Myca Bunch. Motion carried with all in favor.
- c) **Superintendent would like to facilitate discussions on an indoor soccer facility located on Larue Road. This is an item of discussion of real property and may need executive session pursuant to K.S.A. 75-4319(b) (6) or (2) – preliminary discussions relating to the acquisition of real property/deemed privileged discussions in client relationship. –**

Motion by Myca Bunch to go into executive session for one (1) hour for the discussion of real property, seconded by Anna Urrutia. Motion carried with all in favor.
Went into executive session at 5:21pm

Motion by Myca Bunch to come out of executive session at 6:19pm, seconded by Jamie Warren. Motion carried with all in favor

No Action Taken.

- VIII. **Executive Session – (Applied only if requested by Staff and/or a Board Member) Recreation Board will go into executive session for the purpose of discussing (personnel, contracts and/or real property). The Recreation board will reconvene into open session at upon completion. Superintendents Evaluation. – No Action Needed for executive session.**

Garden City Recreation Commission Questions and Comments

- IX. **Adjournment**

Motion by Anna Urrutia to adjourn the meeting. Seconded by Jamie Warren. Meeting adjourned at 7:30pm.

Terri Hahn
Secretary

Approved April 30, 2015

**Garden City Recreation Commission
Minutes
Monday, February 23, 2015**

I. Call Meeting to Order

Vice Chairperson Alyssa Benavidez called meeting to order at 5:18pm. GCREC Board Members present were Myca Bunch and Jamie Warren. GCREC Staff present were Superintendent John Washington, Aquatics Director Monica Colborn, Sports Director Jared Rutti and Finance Director Terri Hahn.

II. Approval of Agenda

John asked to add to the agenda under IV. Superintendents Report, 909 E Fulton Rental Agreement, 2014 Mowing Facilities and Energy Audit Report. Under V. New Business g) Monica Colborn, Aquatics Director is seeking approval of the Pool Facility Rental Agreement. Motion by Myca Bunch to approve the amended agenda, seconded by Jamie Warren. Motion carried with all in favor.

III. Consent Agenda

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

- **Minutes of Special Meeting January 21st and Regular Meeting January 19, 2015.**
- **Financial Reports for January 2015**
- **Staff Reports for February 2015**
- **Participation Reports**

Motion by Myca Bunch to table the consent agenda until the next meeting. The motion was seconded by Jamie Warren. Motion carried with all in favor.

IV. Superintendents Report

- **Fansler Field Renovation Project** – John informed the Board that the City of Garden City, USD 457 and GCREC are visiting about Fansler Field being made into a baseball field. With possibly losing Academy Baseball Field to the GCCCC, lights, circuit boards are removable and can be moved to Fansler. Restrooms, PA Box, Concession do need to be redone. Irrigation and turf can be worked on now. Will ask the USD 457 for a letter of support. \$1.5 million just for basic construction. Possibility moving 11 & 12 year olds there. On 2017 CIP list.
- **HB 2534 by House Committee on Local Government** – This proposal made the House but not the other. Recommended to wait another year on this bill.
- **CORE Fitness-Facility Update** – Everything is going smoothly. There are a few hick ups along the way, but they are being fixed.
- **Parrot Cove-Water Park Update** – Hopefully they will be breaking ground sometime this week or after the weather breaks over the next few weeks.
- **909 E Fulton St Rental Agreement** – Randy Grisell will be working on a new rental agreement once Cecil deeds the property over to GCRC. The groups will be paying utilities instead of rent until such time. This was requested from Mr. O'Brate. John will forward the new lease to the GCRC Board Members when Randy is finish.
- **2014 Mowing Facilities** – Myca Bunch asked John about a remark she heard at the CIP Meeting, about the City helps with mowing the Rec's ballfields. John informed the Board that this is somewhat true. Maintenance Department has two (2) people that

mow sports facilities such as soccer and baseball fields. Over the past two years the City of Garden City and the Garden City Recreation has shared a full time employee that assisted with our turf needs. It's been very beneficial for both but the two employees stayed just under a year before they moved on to greater options. Sometime if the City Parks Dept. and the GCRC would like to put a proposal together for turf care in GCK.

- **Energy Audit Report** – John just received the energy audit report from the City of Garden City. Will make copies of the report and make recommendations based upon the report of board consideration.

V. **New Business**

- a) **Approval of Policy 8.3.8, Pay for Annual Leave Accrued.** – John asked to table Policy 8.3.8 until the next meeting. He is waiting on Randy Grisell looking into rewriting this policy. Motion by Jamie Warren to table Policy 8.3.8, Pay for Annual Leave Accrued, seconded by Myca Bunch. Motion carried with all in favor.
- b) **Superintendent would like to facilitate discussions on an indoor soccer facility located on Larue Road. This is an item of discussion of real property and may need executive session pursuant to K.S.A. 75-4319 (b) (6) or (2) –preliminary discussions relating to the acquisition of real property/deemed privileged discussions in client relationship.** – John informed the GCRC Board that Mr. Samy and Mr. O'Brate would like to make the building to the south of Core Fitness into indoor soccer fields and community facilities rentals. This would at 18,000 sq. ft. with concessions, offices, restrooms and storage area. Mr. O'Brate and/or Mr. Samy would come to the next meeting to discuss their plans.
- c) **Monica Colborn, Aquatics Director is seeking approval of the 2015 Pool Manual.** – Aquatics Director Monica Colborn presented her 2015 Pool Manual for Board approval. Jamie suggested that Monica add to General Professionalis, Vulgar Language including, but not limited to, racist or discriminating comments or cursing is not allowed. That there will be punishment included on this. Aquatics Director Monica Colborn will add that failure to follow and comply with this rule may lead to discipline action and/or termination. Motion by Myca Bunch to approve the 2015 Pool Manual with the change made on vulgar language, to add failure to follow and comply with this rule may lead to discipline action. The motion was seconded by Jamie Warren. Motion carried with all in favor.
- d) **Jared Rutti, Sports Director is seeking for approval the 2015 BB/SB Equipment Bid.-** Sports Director Jared Rutti sent out bids to the following businesses: Dicks Sporting, R.T. Sporting Goods and The Good Sport for 2015 Equipment. Bids were received from R.T. Sporting Goods and The Good Sports. Jared recommended going with R.T. Sporting Goods for \$2,385.50 and The Good Sport at \$3,501.00, totaling \$5886.50. Motion by Jamie Warren to approve the 2015 BB/SB Equipment Bid with the Good Sports at \$3,501.00 and R.T. Sporting Goods at \$2,385.50. The motion was seconded by Myca Bunch. Motion carried with all in favor.

- e) **Recreation Board is seeking information for the establishment of a Recreation Commission; Section 15-102 of increasing the current board membership from (5) members established in July 14, 1065 to a (7) or (9) member board.** – John informed the Board that Randy Grisell looked into this matter and his recommendation is according to K.S.A. 1926 recreation commission have to remain as five (5) board members. The rec cannot change board members numbers. John will look further into this. He will also email the board what information Randy has email John.
- f) **Monica Colborn, Aquatics Director is seeking approval of the Pool Facility Rental Form.** – Monica is also asking for approval the Big Pool Rental Form. Monica cleaned up the form and added different rules to the form. Motion by Myca Bunch to approve the Big Pool Rental Form as presented, seconded by Jamie Warren. Motion carried with all in favor

VI. Old Business

- a) **2015-17 Beverage Bid for Garden City Recreation Commission Concessions and Vending Machines.** – Bids were sent out to Pepsi and Coca Cola. Pepsi was the only one returned. Their terms were: ten (10) year agreement to begin March 1, 2015. \$15,000 One Time Scoreboard Sponsorship. Scoreboards to include Pepsi Logo. \$3,000 Yearly sponsorship support. Prorated based on a yearly volume commitment of 750 cases/units. Donated Products – 15 cases 2 liter product for Santa’s Carnival. \$2.00 rebate per case on all bottle and can cases. Pepsi to acquire Water business after the expiration of the Scheopner Water contract in 2017. The scoreboards will go into the gym. On the \$3,000 a year can be used for additional equipment and needs. John is recommending rejecting the bid due to the water contract. Motion by Myca Bunch to reject the 2015-17 Beverage bid with Pepsi and to rebid it out. The motion was seconded by Jamie Warren. Motion carried with all in favor.
- b) **Approval of the 2015 Recreation Commission Meeting Calendar.** – Motion by Myca Bunch to table the meeting calendar until the next meeting, seconded by Jamie Warren. Motion carried with all in favor.

VII. Executive Session-(Applies only if requested by Staff and/or a Board Member) Recreation Board will go into executive session for the purpose of discussing (personnel, contracts and/or real property). The Recreation Board will reconvene into open session at upon completion.

Garden City Recreation Commission Questions and Comments

VIII. Adjournment

Motion by Myca Bunch to adjourn the meeting. The motion was seconded by Jamie Warren. The meeting adjourned at 7:11pm.

Terri Hahn
Secretary
Approved March 30, 2015

**Garden City Recreation Commission
Minutes
Monday, January 19, 2015**

I. Call Meeting to Order

Chairperson Anna Urrutia called the meeting to order at 5:18pm. GCRC Board Members present were Marcus Ramos, Alyssa Benavidez and Torre Mohler. GCRC Staff present were Superintendent John Washington and Finance Director Terri Hahn.

II. Approval of Agenda

Motion by Torre Mohler to approve the agenda, seconded by Alyssa Benavidez. Motion carried with all in favor.

III. Consent Agenda

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

- **Minutes of regular meeting December 15, 2014**
- **Financial Reports for December 2014**
- **Staff Reports for January 2015**
- **Participation Reports December 2014**

Motion by Alyssa Benavidez to approve the consent agenda, seconded by Marcus Ramos. Motion carried with all in favor.

IV. Superintendents Report

- **Citizens Academy (Marcus Ramos, Vice Chair)** – Marcus is frustrated about CIP's that don't happen. A lot goes on in these meetings. John explained that CIP's are the same project every year. Marcus told the other Board Members that they need to attend this meeting at least once.
- **Pecos Baseball League.**
- **Core Fitness Center.** – Once this meeting is done John will meet the Board Members out at the Core Fitness Center and show them around. Crews are working on landscaping, sidewalks. Fitness equipment start coming in on Tuesday.
- **Possibilities for a community center/indoor soccer facility** – The building to the south of the Core Fitness Center there is discussion about possibility making into an indoor soccer facility.
- **Tour of Core Fitness Center.** - When we go on the tour, if you see something you don't like please let John know.

V. New Business

- a. Election of Garden City Recreation Commission Board Chair & Vice Chair for 2015.-**
Nominations and motion by Marcus Ramos for Alyssa Benavidez as Vice Chair, seconded by Anny Urrutia. Motion carried with all in favor.

Nominations and motion by Alyssa Benavidez for Marcus Ramos as Chairperson, seconded by Torre Mohler. Motion carried with all in favor.

Chairperson Anna Urrutia finished out the meeting.

- b. Approval of the 2015 Recreation Commission Meeting Calendar.** – John asked to table the 2015 Recreation Commission Meeting Calendar until the next meeting for the Board

Members to have a chance at looking at the Calendar. Motion by Alyssa Benavidez to table the 2015 Meeting Calendar until the next meeting, seconded by Marcus Ramos. Motion carried with all in favor.

- c. **2015-17 Beverage Bid for Garden City Recreation Commission Concessions and Vending Machines.** – John explained that no bids were received from Coca Cola nor Pepsi. John will reissue the bid and visit with each business. John also explained that the water bid is for five (5) years. Motion by Alyssa Benavidez to table the 2015-17 Beverage Bid, seconded by Marcus Ramos. Motion carried with all in favor.
- d. **Refund request for the purchase of materials for Core Fitness in the amount of \$265.87 to John Washington.** - Motion by Torre Mohler to reimburse John Washington \$265.87 for materials purchases for the Core Fitness. Seconded by Alyssa Benavidez. Motion carried with all in favor.
- e. **Recreation Board consideration and approval of a Facility Use Agreement between the City of Garden City, Garden City Recreation Commission and Pecos League of Professional Baseball Clubs, LLC.** - Motion by Alyssa Benavidez to approve the Facility Use Agreement between the City of Garden City, Garden City Recreation Commission and Pecos League of Professional Baseball Clubs, LLC, seconded by Torre Mohler. Motion carried with all in favor.

VI. Old Business

- VII. **Executive Session-Recreation Board will go into executive session for the purpose of discussing personnel. (Superintendents Annual Review).** Chairperson Anna asked the rest of the Board if they could meet later on in the week. John asked that Anna call Rita to see if a classroom was available and take notes of the meeting. Motion by Marcus Ramos to table the executive session for the purpose of discussing personnel, Superintendents annual review. The motion was seconded by Torre Mohler. Motion carried with all in favor.

VIII. Garden City Recreation Commission Questions & Comments

IX. Adjournment

Motion by Alyssa Benavidez to adjourn the meeting to the Core Fitness Center, the motion was seconded by Marcus Ramos. Meeting was adjourned at 6:18pm.

Meeting begins at the Core Fitness Center at 6:30pm. John gave a tour of the building.

Motion by Alyssa Benavidez to adjourn the meeting. The motion was seconded by Marcus Ramos. Meeting adjourned at 7:00pm.

Terri Hahn
Secretary

Approved March 30, 2015

**Garden City Recreation Commission
Minutes
Special Meeting, January 21, 2015**

I. Call Meeting to Order

Chairperson Anna Urrutia called the meeting to order at 7:30pm. GCREC Board present was Marcus Ramos, Alyssa Benavidez and Torre Mohler.

II. Executive Session- Recreation Board will go into executive session for the purpose of discussing personnel. (Superintendents Annual Review)

Motion by Marcus Ramos to go into executive session for the purpose of discussing personnel, for one (1) hour, seconded by Alyssa Benavidez. Motion carried with all in favor.

Went into executive session at 7:31pm.

Out of executive session at 8:17pm.

No action taken.

III. Adjournment

Motion by Alyssa Benavidez to adjourn the meeting. The motion was seconded by Marcus Ramos. Meeting adjourned at 8:17pm.

Anna Urrutia
Chairperson

Approved March 30, 2015



GARDEN CITY RECREATION

AGENDA - Garden City Recreation

Regular Meeting

Monday – April 18, 2015 @ 5:15 p.m.

Garden City Recreation Operation Building, 2925 E. Mary Street (North of the Driving Range)

I. Call Meeting to Order

II. Approval of Agenda

III. Consent Agenda

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

- a. Minutes of Regular Meeting March 30, 2015
- b. Financial Reports for March 2015
- c. Staff Reports April 2015
- d. Participation Reports

IV. Superintendent Report

- a. Fansler Field turf is being evaluated along with Cleaver Field. Staff is looking at what it will take in our non-traffic areas of converting areas over to either buffalo and/or Bermuda grass.
- b. Garden City Wind Opening Night May 19th, at 6:30. Tryouts begin on May 9th with Spring Training featured May 10th at Clint Lightner Field. Visit them on Facebook for player information, and special events.
- c. Billboard Ad sales are going great. Only 4 spots remaining...
- d. Big Pool Upgrades

V. New Business

- a) Brian Seagraves will facilitate final approval from the GCRC Board for the State Theater from Duane West. Pursuant to 12-1928 –1.
- b)

VI. Old Business

a.

- ### VII. Executive Session
- Recreation Board will go into executive session at 5:30 pm for the purpose of discussing personnel, contract and/or real property. The Recreation Board will reconvene into open session at 6:00 p.m.

Garden City Recreation Commission Questions & Comments

VIII. Adjournment

Next Meeting

May 18, 2015

Garden City Recreation Operation Bldg.

2925 E. Mary Street

@ 5:15 p.m.



GARDEN CITY RECREATION

AGENDA

Regular Meeting

Monday – March 30, 2015 @ 5:15 p.m.

Garden City Recreation Center, 310 N. 6th Street

I. Call Meeting To Order

II. Approval of Agenda

III. Consent Agenda (Tabled from 2/23/2015)

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

- Minutes of Special Meeting January 21st and Regular Meeting January 19, 2015
- Financial Reports for January 2015
- Staff Reports for February 2015
- Participation Reports

IV. Consent Agenda

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

- Minutes of Regular Meeting February 24, 2014
- Financial Reports for March 2014
- Staff Reports for March 2014
-

V. Superintendents Report

- Mid-West Regional Conference Grand Junction, Colo. April 26-29
- NRPA Conference September 14 -17 in Las Vegas, Nevada
- 2016 KRPA Conference and Trade Show –Dodge City
- Garden City Recreation Commission State Theater Proposal discussion RFP (Brian Seagraves, Arts and Theater Director)
-

VI. New Business

- a) Terri Hahn, Finance Director is asking for approval to destroy Financial Files for 2015
- b) 2015-17 Beverage Bid for Garden City Recreation Commission Concessions and Vending Machines.
- c) Terri Hahn, Finance Director is asking for approval to remove assets from the 2015 Fixed Assets List.

VII. Old Business

- a) Approval of Policy 8.3.8, Pay for Annual Leave Accrued.
- b) Approval of the 2015 Recreation Commission Meeting Calendar.
- c) Superintendent would like to facilitate discussions on an indoor soccer facility located on Larue Road. This is an item of discussion of real property and may need executive session pursuant to K.S.A. 75-4319(b) (6) or (2) – preliminary discussions relating to the acquisition of real property/deemed privileged discussions in client relationship.

VIII. Executive Session – (Applies only if requested by Staff and/or a Board Member) Recreation Board will go into executive session for the purpose of discussing (personnel, contracts and/or real property). The Recreation Board will reconvene into open session at upon completion.

Superintendents Evaluation.

GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS

IX. ADJOURNMENT

Next Meetings

April 20, 2015

Recreation Maintenance Dept. at 2925 E Mary Street @ 5:30pm



GARDEN CITY RECREATION

REVISED AGENDA - Garden City Recreation Commission

Regular Meeting

Monday – February 23, 2015, 5:15 P.M.

Garden City Recreation Commission, 310 N. 6th Street

I. Call Meeting To Order

II. Approval of Agenda

III. Consent Agenda

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

- Minutes of Special Meeting January 21st and Regular Meeting January 19, 2015
- Financial Reports for January 2015
- Staff Reports for February 2015
- Participation Reports

IV. Superintendents Report

- Fansler Field Renovation Project
- HB 2534 by House Committee on Local Government
- CORE Fitness – Facility Update
- Parrot Cove - Water Park Update
- 909 E Fulton Rental Agreement
- 2014 Mowing Facilities
- Energy Audit Report
-

V. New Business

- a) Approval of Policy 8.3.8, Pay for Annual Leave Accrued.
- b) Superintendent would like to facilitate discussions on an indoor soccer facility located on Larue Road. This is an item of discussion of real property and may need executive session pursuant to K.S.A. 75-4319(b) (6) or (2) – preliminary discussions relating to the acquisition of real property/deemed privileged discussions in client relationship.
- c) Monica Colborn, Aquatics Director is seeking approval of the 2015 Pool Manual.
- d) Jared Rutti, Sports Director is seeking for approval the 2015 BB/SB Equipment Bid.
- e) Recreation Board is seeking information for the establishment of a Recreation Commission: Section 15-102 of increasing the current board membership from (5) members established in July 14, 1965 to a (7) or (9) member board.
- f) Monica Colborn, Aquatics Director is seeking approval of the Pool Facility Rental Agreement.

VI. Old Business

- a) 2015-17 Beverage Bid for Garden City Recreation Commission Concessions and Vending Machines.
- b) Approval of the 2015 Recreation Commission Meeting Calendar.

VII. Executive Session – **(Applies only if requested by Staff and/or a Board Member)** Recreation Board will go into executive session for the purpose of discussing (personnel, contracts and/or real property). The Recreation Board will reconvene into open session at upon completion.

GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS

VIII. ADJOURNMENT

Next Meeting

March 30, 2015

Activity Center @ 5:15pm
310 N. 6th Street, Room 112