

AGENDA
CITY COMMISSION SPECIAL MEETING
City Administrative Center, 301 N. 8th Street, Second Floor Meeting Room
Tuesday, May 22, 2012
9:00 A.M.

I. SPECIAL MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.

II. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Governing Body consideration and approval of a request by Kansas Lodging I, LLC for the City to annex a parcel of land at the southwest corner of K-156 and Jennie Barker Road.

1. Resolution No. _____ - 2012, a resolution requesting that the Board of County Commissioners of Finney County, Kansas, make findings and determinations pursuant to K.S.A.12-520C, that the annexation of a parcel of land will not hinder or prevent the proper growth and development of the area or that of any other incorporated City located within Finney County, Kansas.

III. OLD BUSINESS.

A. The Governing Body is asked to consider and approve a Resolution related to the Collett Properties, Inc., commercial development, Schulman Crossing, at US-50/83/400 and Schulman Avenue.

1. Adoption of a resolution authorizing issuance of temporary notes to finance the project.

a. Resolution No. _____ -2012, a resolution authorizing issuance of Temporary Improvement Notes, Series A, 2012 in the principal amount of \$_____ (not to exceed \$11,700,000) of the City of Garden City, Kansas, for the temporary financing of a portion of the costs of construction of certain improvements in the city; establishing the terms and conditions of the Temporary Improvement Notes.

B. Governing Body consideration and approval of a plat for Schulman Crossings with Right-of-Way dedications for Lareu Road and Schulman Road to the City of Garden City, Kansas.

C. Governing Body consideration and approval to rezone "A" Agricultural to "C-2" General Commercial District, at the request of Collett Properties, Inc., for a portion of the West Half of the Southeast Quarter of Section 9, Township 24 South, Range 32 West of the 6th Principal Meridian, Finney County, Kansas. The property in question is generally known as 1110 Lareu Road.

1. Ordinance No. _____, an ordinance approving the Rezoning of land from "A" Agriculture District to "C-2" General Commercial District; amending the Zoning Ordinance and the District Zoning map of the City; and repealing the current Zoning Ordinance and District Zoning map; all to the Code of Ordinances of the City of Garden City, Kansas.

D. Governing Body consideration and approval of a waiver request from the fence, parking, landscaping, and signage regulations for the aforementioned property, at the request of Collett Properties, Inc. and Menards, Inc.

IV. NEW BUSINESS.

A. Finance Director Hitz has provided the third set of funds to be reviewed by the Governing Body for the proposed 2013 Budget for the City of Garden City. The funds to be reviewed are: Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61) and Fire (#151 - #153).

V. ADJOURN.

Ordinances & Resolutions



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 5/18/2012
Re: Annexation of a Parcel of Land at the Southwest Corner of K-156 HWY and Jennie Barker

Issue: Consideration of a request by Kansas Lodging I, LLC for the City to annex a parcel of land at the southwest corner of K-156 HWY and Jennie Barker Road.

Background: Kansas Lodging I, LLC has purchased the parcel mentioned above and would like the City to annex it prior to the development of a hotel on the property.

Because the parcel is not contiguous to the corporate limits of Garden City, K.S.A. 12-520c requires the City obtain approval from the Board of County Commissioners prior to the passage of an annexation ordinance. The attached resolution will serve as a notice and request to the Finney County Board of Commissioners.

Alternatives:

1. The City may adopt the resolution thereby beginning the annexation process.
2. The City may reject the resolution thereby terminating the annexation process at this time.

Recommendation: Staff recommends the Commission adopt the resolution beginning the annexation process.

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RESOLUTION NO. _____

A RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS, MAKE FINDINGS AND DETERMINATIONS PURSUANT TO K.S.A.12-520c, THAT THE ANNEXATION OF A PARCEL OF LAND WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR THAT OF ANY OTHER INCORPORATED CITY LOCATED WITHIN FINNEY COUNTY, KANSAS.

Whereas, the Governing Body of the City of Garden City has received a petition pursuant to K.S.A. 12-520c from Kansas Lodging I, LLC requesting the annexation of a parcel of land that lies at the Southwest corner of K 156 Highway and Jennie Barker and is more particularly described on the attached Exhibit A and as depicted on Exhibit B and,

Whereas, the Governing Body of the City of Garden City has planned for the growth of the City as outlined in its comprehensive plan and,

Whereas, the Governing Body of the City of Garden City has deemed it advisable to annex the described parcel pursuant to K.S.A. 12-520c.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Garden City, Kansas, that the Board of county Commissioners of Finney County, Kansas, make a finding as required by K.S.A. 12-520c(a)(3), and notify the Governing Body as required by subsection (c) of the statute.

PASSED AND APPROVED by the Governing Body of the city of Garden City, Kansas, on this 22nd day of May, 2012.

David Crase, MAYOR

ATTEST:

Celyn Hurtado, CITY CLERK

Exhibit A
Legal Description

The Land referred to in this Commitment is described as follows:

Tract No. 1:

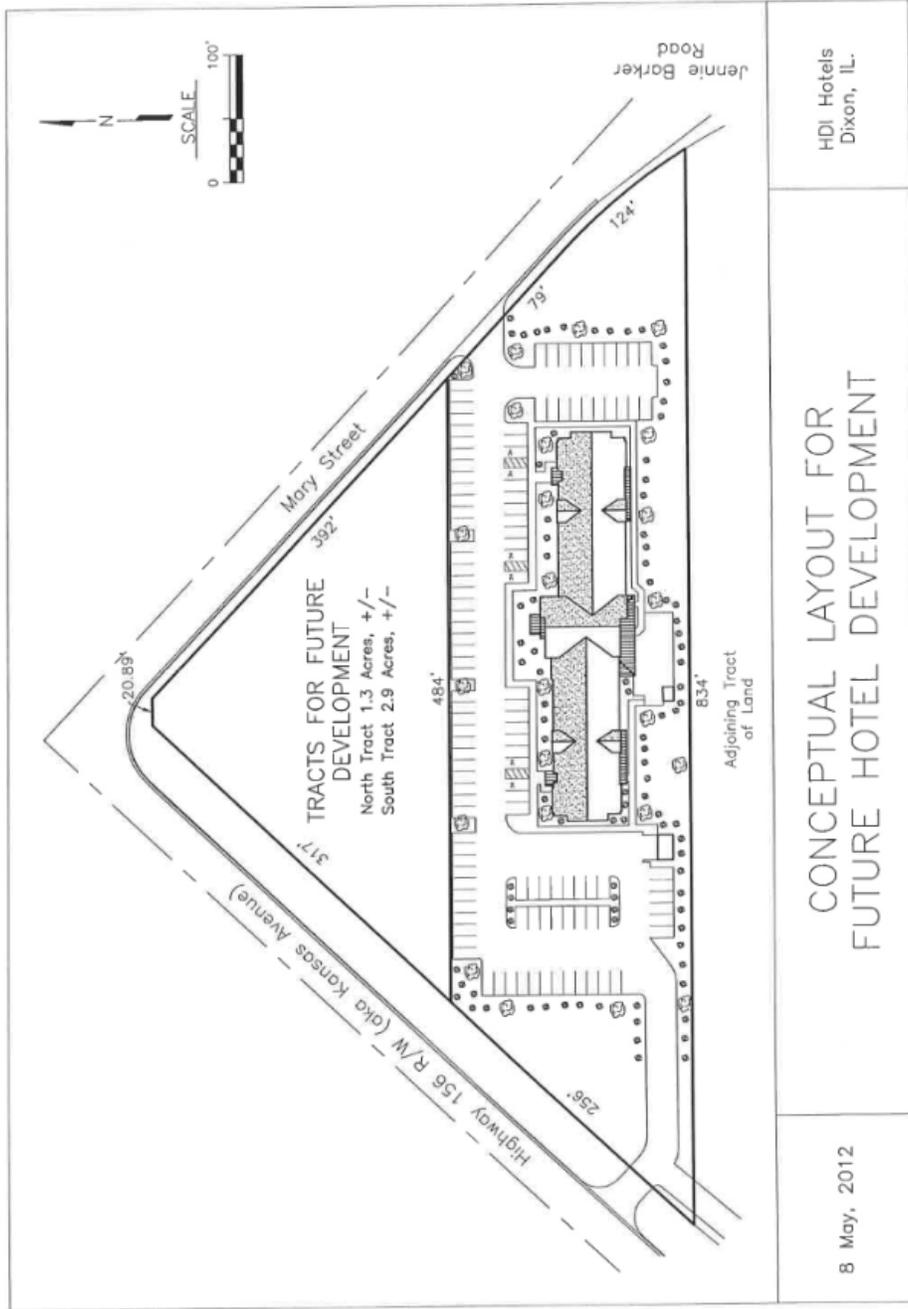
Beginning at the Northeast corner of Section 9, Township 24 South, Range 32 West, thence S01°28'42"W, 590.00 Feet; thence N88°21'23"W, 30.00 Feet to the TRUE POINT OF BEGINNING, thence S01°28'42"W, 150 Feet; thence N88°21'23"W, 480 Feet; thence N01°28'42"E 150 Feet, thence S88°21'23"E, 480 Feet to the TRUE POINT OF BEGINNING, EXCEPT that portion described as beginning at the Northeast corner of Section 9, Township 24 South, Range 32 West, thence S01°28'42"W, 590.00 Feet; thence N88°21'23"W, 30.00 Feet to the TRUE POINT OF BEGINNING, thence S01°28'42"W, 150.00 Feet; thence N88°21'23"W, 76.95 Feet; thence Northwesterly 123.60 Feet along a curve. Said curve having a Delta Angle of 15°13'41" and a radius of 460.00 Feet; thence N45°13'26"W, 79.66 Feet; thence S88°21'23"E, 212.50 Feet to the TRUE POINT OF BEGINNING.

Tract No. 2:

A Tract of land located in the Northeast Quarter (NE/4) of Section Nine (9), Township Twentyfour (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of Section 9 being a found nail and washer, Finney County; thence South 01°29'42" West a distance of 590.00 feet; thence North 88°25'18" West on the North line of a tract of land recorded in Book 266, page 212 a distance of 242.24 feet to a set ½" R-bar, being the point of beginning; thence continuing North 88°25'18" West a distance of 267.76 feet to a set ½" R-bar; thence South 01°28'42" West on the West line of said tract of land a distance of 150.00 feet to a set ½" R-bar; thence North 88°25'18" West on the North line of a tract of land recorded in Book 29, page 115 a distance of 431.79 feet to a set ½" R-bar; thence North 44°46'39" East on the East Highway right of way line a distance of 573.02 feet to a set ½" R-bar; thence North 89°46'34" East on the South line of a tract of land recorded in Book 266, page 213 a distance of 21.21 feet to a set ½" R-bar; thence South 45°13'26" East on the South line of said tract of land a distance of 392.08 feet to the point of beginning.

Exhibit B



Old Business



Memorandum

To: City Commission
Date: May 18, 2012
From: Staff
**RE: REDEVELOPMENT DISTRICT PROCEEDINGS
Collett Properties, Inc. Development – Schulman Crossing**

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

Pursuant to the January 17th Memorandum of Understanding (MOU) with Collett Properties, Inc., and subsequent actions, the Governing Body is asked to consider adoption of a resolution authorizing issuance of temporary notes to finance the project.

Background

Ordinance Nos. 2546-2012, 2547-2012 and 2548-2012, authorize the improvements for the project. Bond Counsel Mary Carson has prepared the accompanying Resolution for Governing Body consideration. This Resolution is a required step in the temporary financing procedure.

Additional Actions

At the special meeting on May 22nd the Governing Body will also consider a zoning ordinance, approve the plat, and waivers. The Governing Body will hold a public hearing on the project plan and consider an Ordinance approving the project plan and the Rezoning Ordinance on June 5th.

Alternatives

1. Approve the Resolution.
2. Defer action until a later date. (Deferring action would jeopardize the ability of the City to meet anticipated TIF financing dates and could have the effect of ending the development of Phase 1 of the Project as anticipated in the MOU.)
3. Take no action, thereby ending the development.

Recommendation

Staff recommends that the Governing Body approve Alternative No 1.

Fiscal Note

The portion of the temporary note proceeds used to pay costs of land acquisition and improvement will be retired with long term tax increment/general obligation bonds of the City issued under the Act, backed by the tax increment and the City's general obligation pledge. The portion of the temporary notes used to finance the infrastructure provided by the City will be retired with proceeds of general obligation bonds of the City issued under statutory authority other than the Act and with grant proceeds received from KDOT, if available.

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RESOLUTION NO. ____-2012

OF

THE

CITY OF GARDEN CITY, KANSAS

MAY 22, 2012

RESOLUTION NO. ____-2012

A RESOLUTION AUTHORIZING ISSUANCE OF TEMPORARY IMPROVEMENT NOTES, SERIES A, 2012 IN THE PRINCIPAL AMOUNT OF \$_____ OF THE CITY OF GARDEN CITY, KANSAS, FOR THE TEMPORARY FINANCING OF A PORTION OF THE COSTS OF CONSTRUCTION OF CERTAIN IMPROVEMENTS IN THE CITY; ESTABLISHING THE TERMS AND CONDITIONS OF THE TEMPORARY IMPROVEMENT NOTES.

WHEREAS, the City of Garden City, Kansas (the "City") has, pursuant to K.S.A. 12-617 and 12-618, K.S.A. 65-162a *et seq.*, Article 12, § 5 of the Constitution of the state of Kansas K.S.A. 12-685 to 12-690, as amended and supplemented (the "Act"), and Ordinance Nos. 2546-2012, 2547-2012 and 2548-2012 of the City which authorize the following improvements in the City:

A. acquisition and site development of certain property, at a total estimated cost of \$6,000,000 plus related costs of interest on temporary financing and costs of issuing bonds or notes; and

B. construction of sanitary sewer lines and related facilities, at a total estimated cost of \$155,500 plus related costs of interest on temporary financing and costs of issuing bonds or notes; and

C. acquiring and constructing water service lines and related facilities, at a total estimated cost of \$240,670 plus related costs of interest on temporary financing and costs of issuing bonds or notes; and

D. constructing and installing improvements to the City's electric transmission utility, at a total estimated cost of \$672,897 plus related costs of interest on temporary financing and costs of issuing bonds or notes; and

E. construction of an intersection and all related improvements at Schulman Avenue and US-50/83/400 Bypass, reconstruction and improvement of Schulman Avenue and all things necessary and related thereto and reconstruction of Lareu Street and all things necessary and related thereto, at a total estimated cost of \$4,284,225 plus related costs of interest on temporary financing and costs of issuing bonds or notes (collectively, the "Project"); and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds as funds are needed for orderly construction of the Project; and

WHEREAS, the governing body of the City finds it necessary to provide for the issuance of temporary notes of the City pursuant to the Act and Ordinance Nos. 2546-2012, 2547-2012

and 2548-2012 for the purpose of financing the costs of the Project during construction and to specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. The City's Temporary Improvement Notes, Series A, 2012 in the principal amount of \$_____ (the "Notes") are authorized and directed to be issued.

The Notes shall be general obligations of the City payable as to both principal and interest from the proceeds of the City's general obligation bonds issued to permanently finance the Project, from other revenues of the City lawfully available for such purposes, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms.

The governing body covenants to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds of the City for the Project, and applying the proceeds of such bonds together with any current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be issued in the principal amount of \$_____, designated "City of Garden City, Kansas, Temporary Improvement Notes, Series A, 2012", dated June 6, 2012 (the "Dated Date"), and shall mature June 1, 2014 (the "Maturity Date"), or on an earlier date if the City elects to prepay the Notes, as authorized by this Resolution ("Redemption Date").

Subject to the book-entry provisions of Section 4 of this Resolution, the Notes shall be fully registered certificated securities, numbered as the Note Registrar determines, and issued in the denomination of \$5,000 or integral multiples thereof. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of ___% per annum, said interest to be payable semi-annually on June 1 and December 1, commencing December 1, 2012 (the "Interest Payment Dates"), or otherwise payable upon the Redemption Date of the Notes, as the case may be.

Interest shall be paid in lawful money of the United States of America, by check or draft of the Paying Agent (designated in this Resolution), addressed to the Owners of the Notes as shown on the Registration Books (as defined below) as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"), at such other address as is furnished to the Paying Agent in writing by an Owner, or, in the case of payment to an Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days before the Record Date for such interest, containing

the electronic transfer instructions, including the bank address (which shall be in the United States) and appropriate routing instructions.

The principal amount of the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in Topeka, Kansas.

If an Interest Payment Date, Redemption Date or Maturity Date is on a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is not open in the normal course of its operations, then the payment of principal, premium or interest may be paid on the next succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest shall accrue for the period after such scheduled payment date.

SECTION 3. Redemption of Notes in Advance of Maturity. The Notes may be prepaid and redeemed by the City, in whole or in part, on December 1, 2012 or any time thereafter, by the payment of the principal amount called for prepayment and redemption, plus the accrued and unpaid interest on such amount to the Redemption Date. If the City elects to prepay the Notes, the City will give written notice to the Treasurer of the State of Kansas and the Paying Agent (defined below) not less than forty-five (45) days prior to the selected Redemption Date. The City shall also give or direct the Paying Agent to give written notice of such redemption to the Owners of the Notes, with notice to the Owners to be delivered by United States first class mail not less than 30 days before the selected Redemption Date. The City shall also give such additional notice of its election to prepay the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to the extent applicable. Upon giving notice as described above and upon payment in full on the Redemption Date of the principal amount of and all accrued and unpaid interest to such date, interest of the Notes or portion of the Notes redeemed shall cease to accrue from and after the Redemption Date and the Notes (or portion of the Notes) shall no longer be entitled to the protection, benefits and security of this Resolution.

The Notes shall be redeemed in the principal amount of \$5,000 or any integral multiple thereof. If less than all of the Notes outstanding are to be redeemed and prepaid, then Notes of less than a full maturity shall be selected by lot in units of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of value represented by any Note is to be prepaid and redeemed, then upon receiving notice, the Owner of the Note or the Owner's authorized agent shall present the Note to the Note Registrar (as defined by this Resolution) for payment of the principal of and interest on \$5,000 units to be prepaid, and for exchange, without charge to the Owner for a new Note in the principal amount of the unredeemed portion of the Note.

Notwithstanding the preceding paragraph, in the event of a partial redemption of the Notes, an Owner of the Notes that is a securities depository, may, at its option, in lieu of surrendering the Note, make an appropriate notation on the Note certificate indicating the date and amounts of the prepaid principal amount of the Notes, except for the Maturity Date of the Notes, when the Note certificates shall be presented to the City before payment.

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement, Initial Registration as Book-Entry Securities. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the “Paying Agent” or “Note Registrar”). The duties of the Note Registrar and Paying Agent for the Notes are contained in an “Agreement between Issuer and Agent”, dated as of June 6, 2012 for the Notes (collectively, the “Agreement”). The Agreement is hereby approved and accepted by the governing body on behalf of the City and the Mayor and City Clerk are hereby authorized to execute and deliver the Agreement. The Agreement is incorporated here by this reference.

If elected by the Original Purchaser of the Notes, the Notes shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Notes as authorized by this Resolution. Notwithstanding anything in this Resolution to the contrary, so long as the Notes remain in book-entry-only form the manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the provisions of this Section and a Letter of Representations (the “Letter of Representations”) from the City to DTC, previously executed and delivered on behalf of the City.

If the Notes are issued in book-entry form, one certificate registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Notes will be delivered to DTC in New York, New York; and such certificate will be immobilized in its custody. Purchases of the Notes in denominations authorized by this Resolution must be made by or through Direct Participants of DTC (as defined in the Letter of Representation), which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to Beneficial Owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event (a) the City determines (i) that DTC is unable to properly discharge its responsibilities, or (ii) that DTC is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any Notes being issued to any owner other than Cede & Co. is no longer in the bests interest of the Beneficial Owners of the Notes; or (b) the Note Registrar receives written notice from Participants having interest in not less than 50% of the Notes outstanding, as shown on the records of DTC (and certified to such

effect by DTC), that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, then the Note Registrar shall notify the registered owners of such determination or such notice, and the Note Registrar shall register in the name of and authenticate and deliver replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption (“Replacement Notes”); provided, that in the case of a determination under (a)(i) or (a)(ii) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the provisions hereof to effect book-entry transfers. If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If DTC resigns and the City, the Note Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of the Notes to the successor securities depository in appropriate denominations and form as provided in this Resolution.

While the Notes are in book-entry form the Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Notes; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the Paying Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City; and the Paying Agent will make payment for the Notes directly to the registered owners of the Notes as shown by said Registration Books as provided by this Resolution and the Agreement.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall also recite that they are issued for the purpose of temporarily financing the costs of constructing the Project under the Act, and that they are subject to redemption prior to maturity under the terms of this Resolution. The City's Bond Counsel, Triplett, Woolf & Garretson, LLC, is authorized and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, and subject to the requirements of Section 4, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books;") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner of the Notes for all purposes. Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are described by the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the Agreement shall be valid obligations of the City, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits of this Resolution to the same extent as the certificated Note surrendered.

SECTION 7. Execution of the Notes. The Notes shall be executed by the manual or facsimile signature of the Mayor, shall have the City's official seal printed or impressed thereon, and shall be attested by the manual or facsimile signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the State Treasurer, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. In case any officer of the City or of the State whose signature appears on the Notes ceases to be such officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery of the Notes.

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

signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 8. Payment of Costs. The City shall apply a portion of the proceeds of the Notes to pay all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 9. Creation of Funds and Accounts, Disposition of Proceeds. The following funds and accounts are created by the City in connection with the Notes:

- (A) Project Fund (the “Project Fund”); and
- (B) Series A, 2012 Principal and Interest Account (the “Series A, 2012 Notes Principal and Interest Account”).

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by this Section 9, and shall be applied as follows:

- (A) Accrued interest on the Notes and premium, if any, shall be deposited in the Series A, 2012 Notes Principal and Interest Account; and
- (B) \$_____ of the proceeds of the Notes shall be deposited in the Project Fund.

The Project Fund and Series A, 2012 Notes Principal and Interest Account shall be administered and maintained solely for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes.

Principal and Interest Account. Amounts deposited in the Series A, 2012 Notes Principal and Interest Account and shall be applied to the payment of principal of, or interest on the Notes as the same may become due, on the Maturity Date or upon an earlier Redemption Date. The Series A, 2012 Notes Principal and Interest Account may be created as a sub-account of the City’s Bond and Interest Fund. Any moneys or investments remaining in the Series A, 2012 Notes Principal and Interest Account after retirement of the indebtedness represented by the Notes shall be transferred to the City’s Bond and Interest Fund.

Project Fund. Moneys in the Project Fund shall be used to pay the costs associated with constructing the Project, costs of issuing the Notes or any general obligation bonds issued to retire the Notes and to pay interest on the Notes. Any moneys remaining in the Project Fund after completion of the Project shall be deposited in the Series A, 2012 Notes Principal and Interest Account and applied to pay principal of or interest on the Notes.

Moneys held in the funds and accounts created by this Resolution may be invested by the City in investments permitted by State law, in amounts and maturing at times that reasonably provide for moneys to be available when required in such funds or accounts. All interest earnings on such investment shall accrue to and become part of the fund or account.

SECTION 10. Delivery of Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form directed by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement, and to cause the registration and countersignature of the Notes, as required by this Resolution. The Notes have been sold to [Original Purchaser, City, State] (the “Original Purchaser”), and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

SECTION 11. Sale of the Notes. The Notes shall be sold to the Original Purchaser, at a price equal to the principal amount of the Notes, plus accrued interest from the Dated Date to the date of delivery of the Notes, if any and any premium paid by the Original Purchaser

The Mayor and City Clerk are authorized to execute a Purchase Agreement on behalf of the City with the Original Purchaser, such Purchase Agreement to be in such final form as may be agreed upon by the governing body and the Original Purchaser.

SECTION 12. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution and the Notes, and all of the covenants and agreements of the City contained herein, shall constitute a contract between the City and the holders of the Notes (the “Owner”), and the Owner shall have the right:

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

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

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

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured by this Resolution shall have no right in any manner to affect, disturb or prejudice the security granted and provided by this Resolution and the Notes, or to enforce any right hereunder, except in the manner provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of the Owners of any or all of the Notes then outstanding. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay the principal of and the interest on the Notes to the Owner thereof on the Maturity Date or any Redemption Date, or affect or impair the right of action of the

Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy conferred by this Resolution upon an Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given here or now or subsequently existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy, however given. No delay or omission of the Owner to exercise any right or power accruing under this Resolution shall be construed as acquiescence in default, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision, or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 16) or future applicable Federal laws concerning tax-exempt obligations like the Notes. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City, consented to by 100% of the Owners as evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, which is filed with the City Clerk. The following modifications and amendments shall require written consent of 100% of the Owners:

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

Amendments or modifications of the Notes not described in the preceding paragraph may be made by the City with the written consent of the Owners of not less than two-thirds of the principal amount of the Notes then outstanding.

Any and all amendments or modifications described by this Section shall be effective upon adoption of a resolution of the City authorizing such amendment or modifications. It shall not be necessary to note on any outstanding Notes a reference to such modification or amendment. A certified copy of any such resolution shall be filed with the City Clerk and made available for inspection by the Owners or any prospective purchaser of a Note.

SECTION 15. Tax Covenants. The governing body of the City hereby covenants that so long as the Notes remain outstanding and unpaid, it will not use the Note proceeds in a manner which, if such use had been reasonably expected on the date of the Notes were issued and delivered, would cause Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), The City will comply with all applicable requirements of Section 148 of the Code and rules and regulations of the United States Treasury Department issued thereunder for so long as the Notes remain outstanding and unpaid. The governing body hereby further covenants to take all such action in its power as may be required from time to time in order to assure that interest on the Notes remains excluded from gross income for purposes of federal income taxation, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department.

SECTION 16. Continuing Disclosure; Official Statement. The City ratifies and confirms its earlier approval of the form and content of the Preliminary Official Statement describing the Notes and dated **May __, 2012**. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as described in Securities and Exchange Commission Rule 15c2-12 (the “Rule”). The City approves the form and content of any addenda, supplement, or amendment of the Preliminary Official Statement used to prepare the final Official Statement. The final Official Statement is “deemed final” by the City in accord with the Rule. The use of the final Official Statement in reoffering the Notes by the Original Purchaser is approved and authorized and the Mayor or City Clerk are authorized to execute a certificate regarding the adequacy and accuracy of the information contained in the Preliminary Official Statement and the final Official Statement. The City covenants and agrees to provide continuing disclosure with respect to the Notes as required by the Rule and as set forth in the Continuing Disclosure Undertaking presented with this Resolution.

SECTION 17. Severability. If any provision of this Resolution is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case or in any jurisdiction or jurisdictions, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance, nor render any other provision or provisions herein invalid, inoperative or unenforceable.

SECTION 18. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on May 22, 2012.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
David D. Crase, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

STAFF REPORT

GC2012-25: Parcel Plat for the property at 1110 Lareu Rd., Garden City, KS

GENERAL INFORMATION

Date:	April 20, 2012	Jurisdiction:	Garden City
Owner:	Collett Properties, Inc.		
Applicant:	Collett Properties, Inc . c/o Alpha Land Surveys, Inc.		
Requested Action:	Parcel Plat		
Purpose:	Parcel Plat approval		
Location address:	1110 Lareu Rd		
Comprehensive Plan:	N/A		
Sites Existing Zoning:	"A" - Agricultural District		
Surrounding Zoning:	North "A" Agricultural District South "C-2" General Commercial, "R-3" Multiple Family Residential & "R-2" Single Family Residential Districts East "A" Agricultural District West "C-2" General Commercial & "R-1" Single Family Residential Districts		
Land Area:	Contains 28.6 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The applicant is requesting to plat this property for the purpose of commercial development, with their appropriate right-of-way dedications to the City of Garden City. This plat depicts Phase I, as follows:
 - a. Block 1 Lot 1 (Menards) containing 16.48 acres;
 - b. Block 2 Lot 1 (outlot), containing 3.09 acres;
 - c. Block 2 Lot 2 (outlot), containing 4.59 acres;
 - d. Reserve 'A' (detention area), containing 1.84 acres;
 - e. A 40' ROW along Schulman Rd, and
 - f. A 70' ROW for the southern portion of Lareu Rd, and the utility easements.This entire parcel plat contains approximately 28.6 acres.
2. This property was annexed to the City of Garden City on April 4, 2012.
3. The applicant also has submitted a site plan and is in the process of working with staff to obtain approval.
4. If the rezoning and the waiver are approved, the applicant shall submit a site plan stamped by an Architect or Engineer registered in the State of Kansas, to be reviewed before any building permits may be issued.

RECOMMENDATION

Staff recommends approval of the plat, contingent upon approval of the Development Agreement for this development.

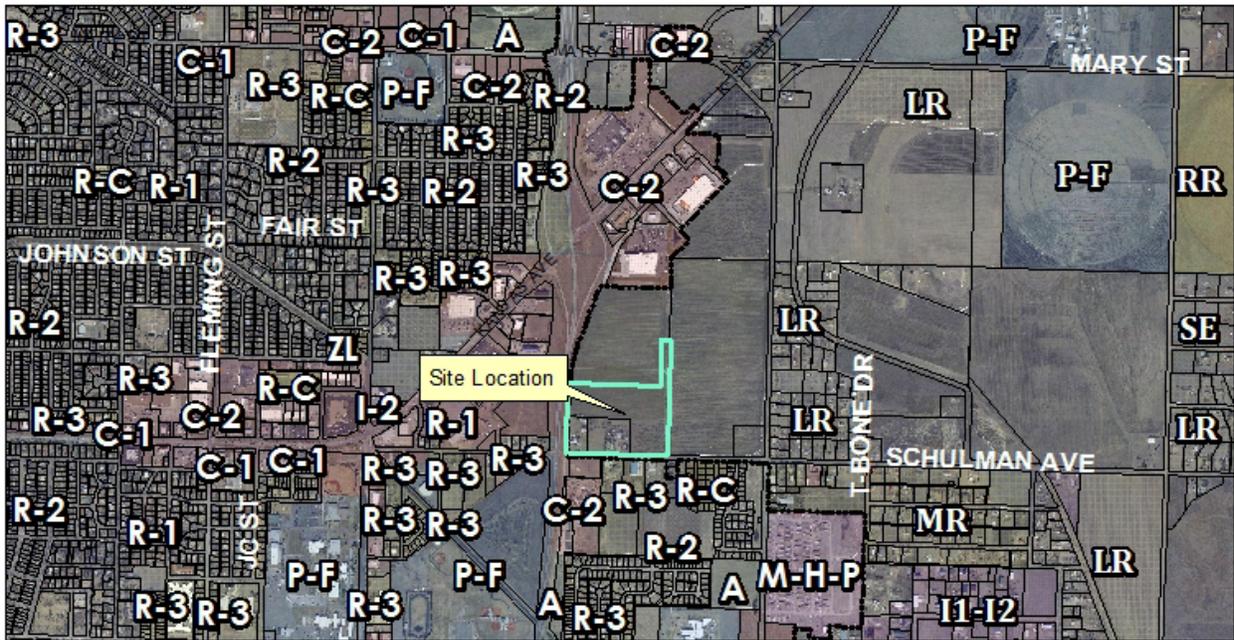
PLANNING COMMISSION RECOMMENDATION: (26/Apr/2012) - PC Recommends Plat Approval.

Members Present- 7

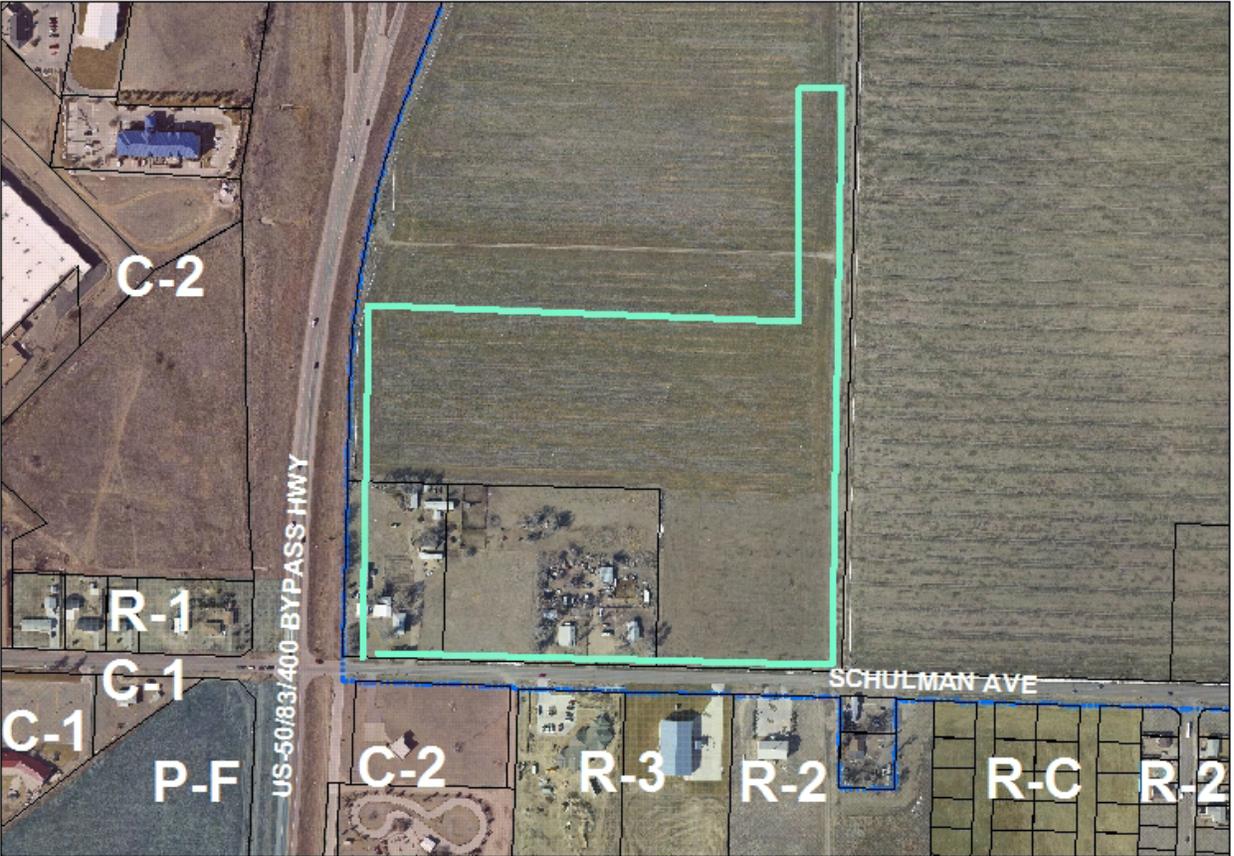
Plat:

Yea – 7

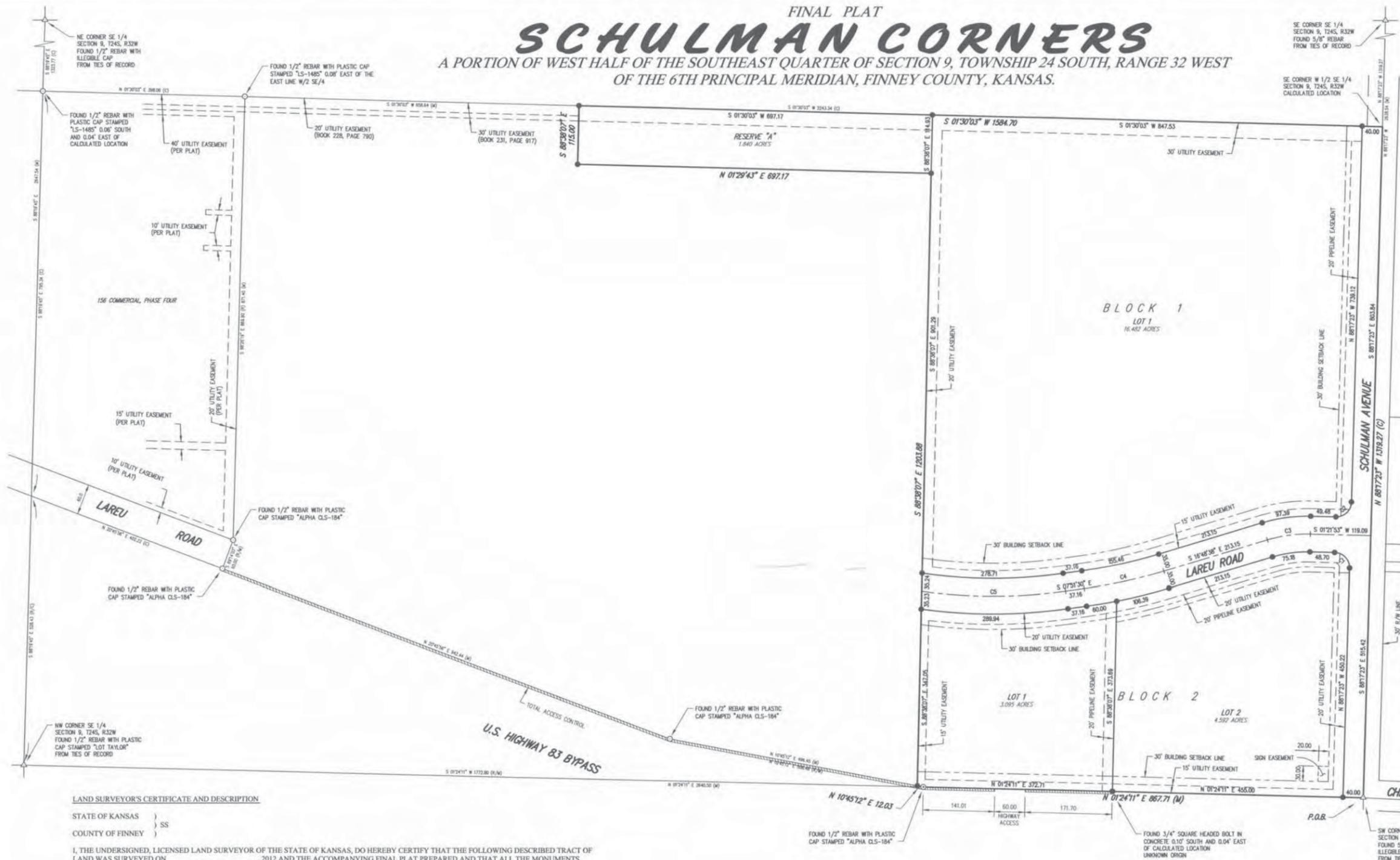
Nay – 0



Case Number: GC2012-25, 26, 27
 Applicant: Collett Properties, Inc.
 Address: A parcel on the W/2 of the SW/4 Sec9, T24S, R32W
 (Approx. 2995 E Schulman Ave)
 Request: Rezoning from "A" to "C-2", and waiver



FINAL PLAT
SCHULMAN CORNERS
 A PORTION OF WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 SOUTH, RANGE 32 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, FINNEY COUNTY, KANSAS.



OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED OWNER(S) OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, STREETS AND OTHER PUBLIC WAYS UNDER THE NAME OF SCHULMAN CORNERS; THAT ALL HIGHWAYS, STREETS, ALLEYS AND EASEMENTS AS DENOTED ON THE PLAT ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING PUBLIC IMPROVEMENTS.

COLLETT PROPERTIES, INC.

JOHN COLLETT, PRESIDENT

NOTARY CERTIFICATES

STATE OF NORTH CAROLINA)
 COUNTY OF MECKLENBURG) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY JOHN COLLETT, PRESIDENT.

_____, NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

THIS PLAT OF SCHULMAN CORNERS HAS BEEN SUBMITTED TO AND APPROVED BY THE HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

BILL KING, CHAIRMAN

KALEB KENTNER, SECRETARY

GOVERNING BODY

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

THESE RIGHTS-OF-WAYS AND EASEMENTS ACCEPTED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, AS SHOWN ON SAID PLAT, ARE HEREBY DEDICATED THIS _____ DAY OF _____, 20____.

JOHN DOLL, MAYOR

CELYN N. HURTADO, CITY CLERK

REGISTER OF DEEDS

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THIS _____ DAY OF _____, 20____ AT _____ (A.M.) (P.M.) FEE PAID: _____, FILED IN PLAT FILE: _____, NUMBER: _____.

ULI LAPPIN, REGISTER OF DEEDS

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

I, THE UNDERSIGNED, LICENSED LAND SURVEYOR OF THE STATE OF KANSAS, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED ON _____, 2012 AND THE ACCOMPANYING FINAL PLAT PREPARED AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 SOUTH, RANGE 32 WEST OF THE 6TH PRINCIPAL MERIDIAN, FINNEY COUNTY, KANSAS DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°24'11" EAST (BASIS OF BEARING IS NAD83 GRID KANSAS SOUTH ZONE) ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 83 BYPASS 867.71 FEET; THENCE NORTH 10°45'12" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 83 BYPASS 12.03 FEET; THENCE SOUTH 88°38'07" EAST 1203.88 FEET; THENCE NORTH 01°29'43" EAST 697.17 FEET; THENCE SOUTH 88°38'07" EAST 115.00 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01°30'03" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER 1584.70 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°17'23" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1319.27 FEET TO THE POINT OF BEGINNING, CONTAINING 28.614 ACRES.

ALL RESERVES, STREETS, UTILITY EASEMENTS, BUILDING SETBACKS, ACCESS CONTROLS; TOGETHER WITH ANY AND ALL OTHER PUBLIC DEDICATIONS, RIGHTS-OF-WAY, AND/OR EASEMENTS WITHIN THE ABOVE DESCRIBED PROPERTY ARE HEREBY VACATED AND REPLATTED BY VIRTUE OF K.S.A. 12-512(B).

DATE _____, 20____.

LLOYD P. DORZWEILER, L.S. #885

COUNTY SURVEYOR CERTIFICATE

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS _____ DAY OF _____, 20____.

CURVE DATA

CURVE	RADIUS	DELTA	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	30.00	90°20'44"	47.31	30.18	N 46°32'15" E 42.55
C2	30.00	86°39'16"	46.94	29.82	S 43°27'45" E 42.30
C3	272.00	18°10'31"	86.28	43.51	N 07°43'22" W 85.92
C4	1030.00	08°57'07"	160.93	80.63	S 12°20'04" E 160.77
C5	1030.00	15°48'58"	284.33	143.07	N 00°02'59" E 283.42

CLOSURE REPORT

ERROR CLOSURE: 0.0080
 ERROR NORTH: -0.0079
 PERIMETER: 5799.76

COURSE: S 08°25'40" W
 ERROR EAST: -0.0012
 PRECISION: 1: 728718

LEGEND OF SYMBOLS & ABBREVIATIONS

- △ SECTION SUBDIVISION CORNER FOUND
- SURVEY MONUMENT FOUND
- SURVEY MONUMENT FOUND
- POURED CONCRETE AROUND MONUMENT
- SET 1/2"x24" REBAR WITH PLASTIC CAP STAMPED "ALPHA CLS-184"
- SET 1/2"x24" REBAR WITH PLASTIC CAP STAMPED "ALPHA CLS-184" IN CONCRETE
- N. NORTH
- S. SOUTH
- E. EAST
- W. WEST
- ° DEGREES
- ' FEET OR MINUTES
- " INCHES OR SECONDS
- SQ. SQUARE
- FT. FEET
- VOL. VOLUME
- PG. PAGE
- O.R. OFFICIAL RECORD
- C. CALCULATED
- R. RECORD
- M. MEASURED
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING



BASIS OF BEARINGS IS NAD83 GRID
 KANSAS SOUTH ZONE

Alpha Land Surveys, Inc.
 214 WEST SECOND AVENUE
 HUTCHINSON, KANSAS 67501
 PH: (620) 728-0012 FAX: (620) 728-0413

SURVEY DATE: 03/24/2012 PLOT DATE: 04/19/2012
 DRAWN BY: RDB PROJ. NO.: 120074P
 CHECKED BY: LPD SHEET 1 OF 1

STAFF REPORT
GC2012-26 & 27: Rezoning from "A" Agricultural to "C-2" General Commercial District & Waiver from the Fence, Parking and Signage from the zoning regulations for the property at 1110 Lareu Rd, Garden City, KS

GENERAL INFORMATION

Date:	April 20, 2012	Jurisdiction:	Garden City
Owner:	Collett Properties, Inc. & Menards Inc.		
Applicant:	Tyler Edwards		
Requested Action:	Rezoning		
Purpose:	Obtain building permits for this commercial development		
Location address:	1110 Lareu Rd		
Comprehensive Plan:	Proposed land use is consistent with the Garden City Comprehensive Plan		
Sites Existing Zoning:	"A" - Agricultural District		
Surrounding Zoning:	North	"A" Agricultural District	
	South	"C-2" General Commercial, "R-3" Multiple Family Residential & "R-2" Single Family Residential Districts	
	East	"A" Agricultural District	
	West	"C-2" General Commercial & "R-1" Single Family Residential Districts	
Land Area:	Contains 28.61 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. This property was annexed April 4, 2012, and is required to be rezoned to "C-2" General Commercial District to allow for the proposed use to exist.
2. The applicant also has submitted a site plan and is in the process of working with staff to obtain approval.
3. The zoning regulations state that fences shall not exceed ten (10) feet in height. (**Art 22.110.D.4**). The applicant is proposing an outside storage area, where the back of the pallet rack structure may be considered to be the fence, which is fourteen (14) feet tall.
4. Parking requirements for the proposed use are one (1) parking space per four hundred (400) sq. ft. of retail floor area, including designated outdoor sales areas. (**Art. 24.060.27**) Total parking space required for this project is calculated to be 462 spaces. The applicant shows 418 spaces proposed on the site plan. Parking may be located within the setbacks and easements. There has been precedence where parking requirement has been waived contingent upon the applicant increasing the landscape by 10% of the required planting material.
5. The applicant is also requesting to place two (2), forty (40') foot tall pylon signs. This property is within a sign overlay zone where maximum sign height is thirty (30) feet, and currently the zoning regulations pertaining signage do not reflect use of pylon signs. If the pylon sign waiver is approved, staff recommends the pylon sign not to exceed forty (40) feet in height from the immediate adjacent grade, which grade shall not exceed a 3% slope, and that no other pylon, monument or pole signs shall be erected within a radius of one-thousand (1,000) feet of these sign types; and that the applicant shall accommodate signage space for all the tenants for both phases of this development in the signage area covered by both pylon signs. Granting of the waiver for signage shall be for the entire development, including the pylon sign on the north portion of the property.
6. The applicant shall submit a master signage plan for approval.
7. The applicant shall provide a twenty-four (24') foot cross access drive, connecting to the properties to the north.
8. If the rezoning and the waiver are approved, the applicant shall submit a site plan stamped by an Architect or Engineer registered in the State of Kansas, to be reviewed before any building permits may be issued.
9. The applicant shall comply with all regulations regarding "C-2" General Commercial District in the Garden City Zoning Regulations outlined in Article 15 not waived, including but not limited to building height and signage requirements.

RECOMMENDATION

Staff recommends approval of the rezoning contingent upon approval of the Development Agreement for this development.

PLANNING COMMISSION RECOMMENDATION: (26/Apr/2012) - PC Recommends Rezoning Approval. Also recommends approval of waivers as enlisted above.

Members Present- 7

Rezone (2012-026): Yea-7
Nay-0

Waiver (2012-027): Yea-7
Nay-0



Property Site Picture – Looking NB into property across Schulman Rd.



Property Site Picture – Looking NB into property across Schulman Rd.



Property Site Picture – Looking EB into property across US Hwy 50/400.



Property Site Picture – Looking EB into property across US Hwy 50/400, into Schulman Rd.



Properties to the south of the site across Schulman Rd.



Properties to the south of the site across Schulman Rd.

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

ORDINANCE NO.

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "A" AGRICULTURE DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011 with all amendments thereto, is hereby amended and shall read as follows:

The boundary of the "C-2" General Commercial District is hereby amended to include the following described real property:

A portion of the west half of the southeast quarter of Section 9, Township 24 South, Range 32 West of the 6h Principal Meridian, Finney County, Kansas Described as follows:

Beginning at the Southwest corner of said Southeast Quarter; thence North 01°24'11" East (basis of bearing is NAD83 Grid Kansas South Zone) along the West line of said Southeast Quarter said line also being the Easterly right-of-way line of US Highway 83 Bypass 867.71 feet; thence North 10° 45' 12" East along the Easterly right-of-way line of US Highway 83 Bypass 12.03 feet; thence South 88° 38' 07" East 1203.88 feet; Thence North 1°29'43" East 697.17; thence South 88° 38' 07" East 115.00 feet to the East line of the West Half of said Southeast Quarter; thence South 1°30'03" West along the East line of the West half of said Southeast Quarter 1584.70 feet to the Southeast corner of the West Half of said Southeast Quarter; thence North 88° 17' 23" West along the South line of said Southeast Quarter 1319.27 feet to the point of beginning, containing 28.614 Acres.

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

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

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 22ns day of May, 2012.

DAVID D. CRASE, Mayor

ATTEST:

Celyn Hurtado,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor

STAFF REPORT
GC2012-26 & 27: Rezoning from "A" Agricultural to "C-2" General Commercial District & Waiver from the Fence, Parking and Signage from the zoning regulations for the property at 1110 Lareu Rd, Garden City, KS

GENERAL INFORMATION

Date:	April 20, 2012	Jurisdiction:	Garden City
Owner:	Collett Properties, Inc. & Menards Inc.		
Applicant:	Tyler Edwards		
Requested Action:	Rezoning		
Purpose:	Obtain building permits for this commercial development		
Location address:	1110 Lareu Rd		
Comprehensive Plan:	Proposed land use is consistent with the Garden City Comprehensive Plan		
Sites Existing Zoning:	"A" - Agricultural District		
Surrounding Zoning:	North	"A" Agricultural District	
	South	"C-2" General Commercial, "R-3" Multiple Family Residential & "R-2" Single Family Residential Districts	
	East	"A" Agricultural District	
	West	"C-2" General Commercial & "R-1" Single Family Residential Districts	
Land Area:	Contains 28.61 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. This property was annexed April 4, 2012, and is required to be rezoned to "C-2" General Commercial District to allow for the proposed use to exist.
2. The applicant also has submitted a site plan and is in the process of working with staff to obtain approval.
3. The zoning regulations state that fences shall not exceed ten (10) feet in height. (**Art 22.110.D.4**). The applicant is proposing an outside storage area, where the back of the pallet rack structure may be considered to be the fence, which is fourteen (14) feet tall.
4. Parking requirements for the proposed use are one (1) parking space per four hundred (400) sq. ft. of retail floor area, including designated outdoor sales areas. (**Art. 24.060.27**) Total parking space required for this project is calculated to be 462 spaces. The applicant shows 418 spaces proposed on the site plan. Parking may be located within the setbacks and easements. There has been precedence where parking requirement has been waived contingent upon the applicant increasing the landscape by 10% of the required planting material.
5. The applicant is also requesting to place two (2), forty (40') foot tall pylon signs. This property is within a sign overlay zone where maximum sign height is thirty (30) feet, and currently the zoning regulations pertaining signage do not reflect use of pylon signs. If the pylon sign waiver is approved, staff recommends the pylon sign not to exceed forty (40) feet in height from the immediate adjacent grade, which grade shall not exceed a 3% slope, and that no other pylon, monument or pole signs shall be erected within a radius of one-thousand (1,000) feet of these sign types; and that the applicant shall accommodate signage space for all the tenants for both phases of this development in the signage area covered by both pylon signs. Granting of the waiver for signage shall be for the entire development, including the pylon sign on the north portion of the property.
6. The applicant shall submit a master signage plan for approval.
7. The applicant shall provide a twenty-four (24') foot cross access drive, connecting to the properties to the north.
8. If the rezoning and the waiver are approved, the applicant shall submit a site plan stamped by an Architect or Engineer registered in the State of Kansas, to be reviewed before any building permits may be issued.
9. The applicant shall comply with all regulations regarding "C-2" General Commercial District in the Garden City Zoning Regulations outlined in Article 15 not waived, including but not limited to building height and signage requirements.

RECOMMENDATION

Staff recommends approval of the rezoning contingent upon approval of the Development Agreement for this development.

PLANNING COMMISSION RECOMMENDATION: (26/Apr/2012) - PC Recommends Rezoning Approval. Also recommends approval of waivers as enlisted above.

Members Present- 7

Rezone (2012-026): Yea-7
Nay-0

Waiver (2012-027): Yea-7
Nay-0



Property Site Picture – Looking NB into property across Schulman Rd.



Property Site Picture – Looking NB into property across Schulman Rd.



Property Site Picture – Looking EB into property across US Hwy 50/400.



Property Site Picture – Looking EB into property across US Hwy 50/400, into Schulman Rd.



Properties to the south of the site across Schulman Rd.



Properties to the south of the site across Schulman Rd.

APPLICATION FOR WAIVER

This is an application for a waiver from the requirements of the Code of Ordinances of the City of Garden City. Application for a waiver is hereby made to the Governing Body of the City of Garden City. For the purposes of this application the following information is provided:

1. APPLICANT'S NAME: Menard, Inc. (Theron Berg)
TITLE: Real Estate Manager
ADDRESS: 5101 Menard Dr. Eau Claire, WI 54703

2. APPLICANT IS: INDIVIDUAL _____ SOLE PROPRIETORSHIP _____
PARTNERSHIP _____ CORPORATION X _____
OTHER (SPECIFY) _____

3. LIST PRINCIPALS OF APPLICANT WITH 5% INTEREST OR MORE:

4. PERSON MAKING APPLICATION: NAME: Theron Berg
ADDRESS: 5101 Menard Dr. Eau Claire, WI 54703
TELEPHONE NO: 715-876-2143

a) Authority to make this application is: On behalf of Menard, Inc.

b) If application is not on behalf of self attach letters of authority.

5. LOCATION WHERE WAIVER IS REQUESTED: 1110 Lareau St.
Address

(a) Legal Description: See Attached.

Attach separate sheet if needed

6. Please state the applicant's interest in the subject property, i.e., fee simple, leasehold, etc.
Buyer of property.

7. WAIVER IS REQUESTED FROM: CODE CHAPTER 15, 24, 36
CODE SECTION 24.060 36.00

8. DESCRIPTION OF WAI VER REQUESTED (Attached supporting charts, pictures, drawings, etc. of existing condition and proposed change of use of property).

Please see attached.

9. Please state what effect you believe the granting of the above described waiver will have on neighboring properties.

Please see attached.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS. I UNDERSTAND THAT THIS WILL BE A PUBLIC DOCUMENT, SUBJECT TO RELEASE. I CONSENT TO THE FILING OF A RECORD OF THE ABOVE REQUESTED WAIVER AND THIS APPLICATION WITH THE REGISTER OF DEEDS OF FINNEY COUNTY, KANSAS.

SIGNATURE OF AUTHORIZED APPLICANT:

Subscribed and sworn before me on this 4th day of April, 20 12 Menard, Inc. - Real Estate Manager



Notary Public

(Seal)

My Commission Expires: is permanent

GARDEN CITY RESOLUTION NO. _____

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS THAT the foregoing Application for Waiver is hereby (approved) (disapproved) this _____ day of _____, 20 _____.

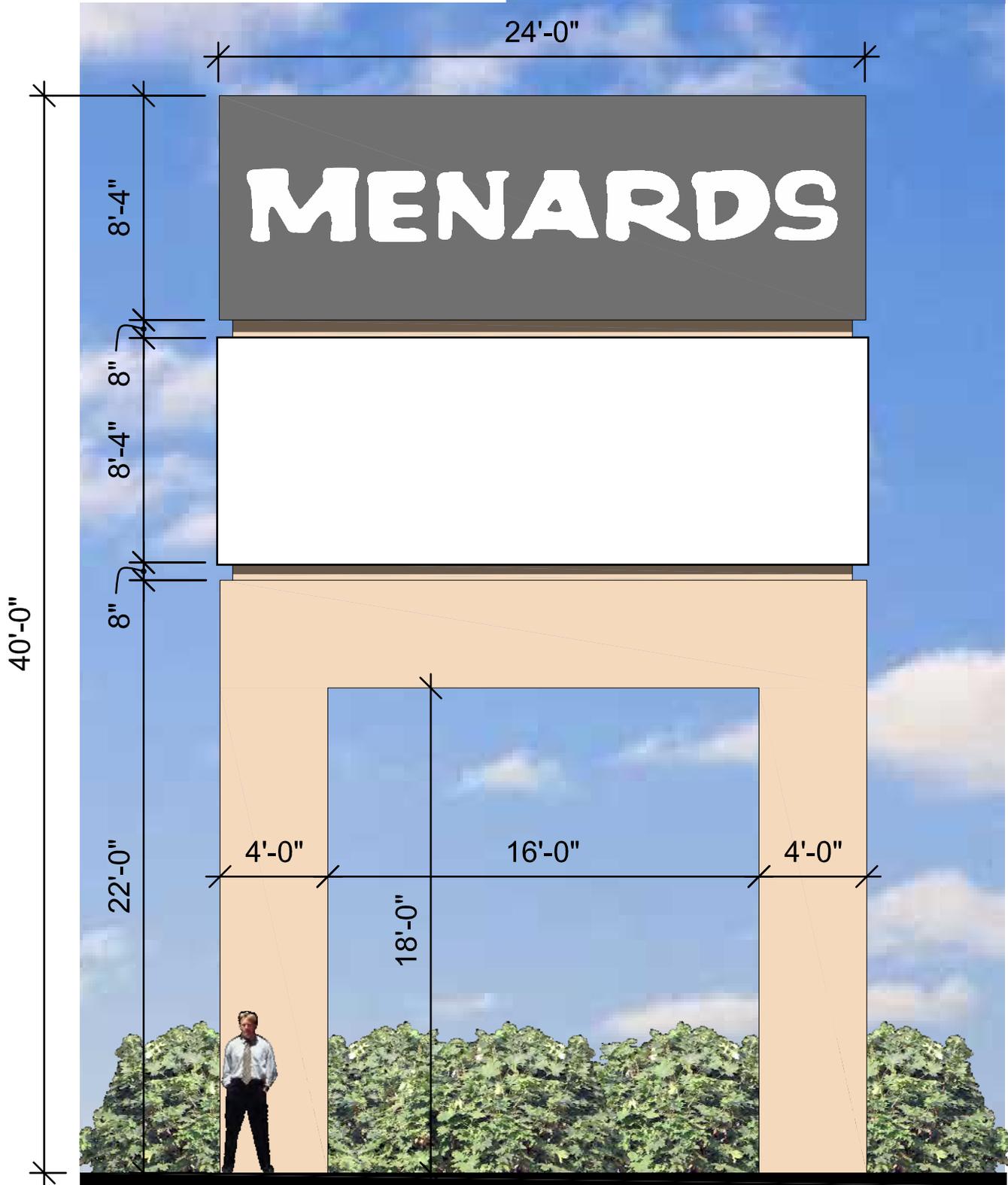
Mayor

ATTEST:

City Clerk

AREA OF SIGN FACES

MENARDS	200 S.F.
	200 S.F.
TOTAL	400 S.F.



SHOPPING CENTER PYLON SIGN A
GARDEN CITY, KANSAS

SCALE: 3/16" = 1'-0"

New Business