

AGENDA
CITY COMMISSION MEETING
Tuesday, June 5, 2012
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 for a Violence Prevention presentation. 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. The Extra Mile America Foundation requests Governing Body consideration and approval to allow the Mayor to proclaim November 1, 2012 as Extra Mile Day.
 - B. The 25th Judicial District Community Corrections is requesting the reappointment of Chief James Hawkins, representing as the Garden City Law Enforcement representative to serve on the Community Corrections Advisory Board.
 - C. Mr. Josh Hobbs, HorseThief Reservoir Park Manager is requesting the reappointment of Commissioner Chris Law to be the appointed representative of Garden City to the Board of Directors of the HorseThief Reservoir Benefit District.
 - D. Preferred Cartage Service is requesting street and water system improvements for the Taylor North Addition via special assessment financing. Governing Body acceptance of the Petitions for the improvements is requested. City Engineer Cottrell has certified that the Petitions are sufficient.
 - 1. Petition to construct street improvements consisting of curb & gutter, 6” base, 7” concrete pavement on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.
 - 2. Petition to construct a 12” watermain, fire hydrants, and appurtenances on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.
- VII. REPORT OF THE CITY MANAGER.**
 - A. Staff will provide an update on the elevator upgrade at the City Administrative Center.

B. Staff has provided the following item of information for Governing Body review including the following: from Finance Director Hitz the monthly City and County sales tax report.

C. Meetings of note:

- ✓ June 9, 2012 – Beef Empire Days – Parade on Main Street at 10:30 a.m.
- ✓ June 9, 2012 - Beef Empire Days - Chuckwagons in the Park at 11:30 a.m.
- ✓ June 19, 2012 – City Commission Meeting at Finney County Commission Chambers at 1:00 p.m.
- ✓ July 3, 2012 – City Commission Meeting at Finney County Commission Chambers at 1:00 p.m.
- ✓ July 26 – 28, 2012 - Finney County Fair
- ✓ August 7, 2012 – National Night Out
- ✓ August 8 – 11, 2012 - Southwest Kansas Pro-Am
- ✓ August 25 - 26, 2012 - Tumbleweed Festival
- ✓ October 11, 2012 – Cultural Relations 2012 Diversity Breakfast at Fiesta Courtyard.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2317-2012A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Resolution No. _____-2012, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (904 Harold Avenue – dilapidated storage shed)

B. Resolution No. _____- 2012, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (1510 St. John Street – recreational vehicle)

C. Preferred Cartage Service Inc., signed petitions requesting street and water system improvements. Governing Body approval of Resolutions authorizing the improvement is requested.

1. Resolution No. _____-2012, a resolution determining the advisability of the making of a certain internal improvement in the City of Garden City, Kansas, and setting forth the general nature of the improvement, the estimated or probable cost thereof, the extent of the improvement district to be assessed for the cost thereof, the method of assessment, and the apportionment of the cost between the improvement district and the city at large; and authorizing and providing for the making of the improvement in accordance with the findings of the Governing Body. (Joe McGraw Street)

2. Resolution No. _____-2012, a resolution determining the advisability of the making of a certain internal improvement in the City of Garden City, Kansas, and setting forth the general nature of the improvement, the estimated or probable cost thereof, the extent of the improvement district to be assessed for the cost thereof, the method of assessment, and the apportionment of the cost between the improvement district and

the city at large; and authorizing and providing for the making of the improvement in accordance with the findings of the Governing Body. (Taylor North Addition - Water)

X. OLD BUSINESS.

A. The Governing Body is asked to consider and approve an Ordinance related to the Schulman Crossing commercial development at US-50/83/400 and Schulman Avenue.

1. 1:30 p.m. – Public Hearing on the 2012 Redevelopment District Project Plan.

2. Governing Body adoption of an ordinance approving and adopting the Project Plan for Phase 1 Redevelopment District (which establishes a sixty (60) day protest for the TIF bonds) approves the Developer’s Agreement and approves the Development and Funding Agreement.

a. Ordinance No. _____-2012, an ordinance approving and adopting a redevelopment project plan for a project area in the 2012 Redevelopment District in the City of Garden City, Kansas (Schulman Crossing, Phase I) and approving related documents.

B. Governing Body consideration and acceptance of an annexation request from Kansas Lodging I, LLC, for a tract at the southern corner of K-156 and Jennie Barker Road. As the property is not contiguous to the City Limits, the County Commission was to act on a Resolution at their June 4, 2012 meeting.

1. Ordinance No. _____ - 2012, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(c).

XI. NEW BUSINESS.

A. 2:30 - Representatives for Finney County Economic Development Corporation will present their 2012 Budget and funding request.

B. 3:00 - Dr. Beverly Schmitz-Glass, Executive Director of Downtown Vision, Inc. will present their 2012 Budget and funding request.

C. Governing Body consideration and approval of the sale of cemetery lots for a mausoleum in the undeveloped Bellevue Section of Valley View Cemetery.

D. Mr. Jeffrey Weeast, Garden City Arts Board requests Governing Body consideration for funding of \$15,000 for the Garden City Arts Board.

E. Review of General Fund Revenues for the proposed 2013 Budget for the City of Garden.

F. Governing Body consideration and authorization of the application for the Kansas Affordable Air Fares Program. The City of Garden City is requesting \$250,000 with an \$83,333.33 City match for a total of \$333,333.33 in funding.

G. Governing Body consideration and authorization of a professional services contract from Peak Powers Engineering, Inc. of Lakewood, Colorado in the amount of \$634,942.0 to

perform engineering and procurement services for the development of the SCADA system for the City of Garden City Electrical Grid.

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

1. Governing Body consideration and acceptance of bids for the Wildlife Phase II and Apron Lighting project at Garden City Regional Airport.
2. Governing Body consideration and approval of an hourly rate change in the agreement for services provided by City Counselor Randy Grisell.
3. Mr. Freddie Franco, Fury Promotion requests Governing Body approval and consideration for a Regulated Sports Contest license to hold an MMA event on June 9, 2012 at Salon Primavera.
4. Governing Body consideration and approval of an agreement for the purpose of retaining Alston & Bird, LLP to provide services related to the funding for, or continuation of, the Southwest Chief rail line.
5. Governing Body consideration and acceptance of bids received on May 1, 2012 for two (2) vehicles to be leased for use by the Utilities Department.
6. Permission for Johnny L. and/or Anita M. Dunlap to reserve Space 2, Lot 33, Zone J, Valley View Cemetery for the period of one year for the consideration of \$50.00.
7. Permission for Nora Collazo and/or Ronald D. Collazo to reserve Space 4, Lot 1, Zone J, Valley View Cemetery for the period of one year for the consideration of \$50.00.
8. Permission for Bill and/or Jane Heller to reserve Space 2, Lot 47, Zone J, Valley View Cemetery for the period of one year for the consideration of \$50.00.
9. Permission for Trudy Strong to reserve Space 3, Lot 48, Zone J, Valley View Cemetery for the period of one year for the consideration of \$50.00.
10. Quit Claim Deed from The Church of the Brethren, Valley View Cemetery, Zone A, Lot 257, Spaces 5 and 6 to City of Garden City.
11. Quit Claim Deed from Ezequiel and Remedios Ledesma, Valley View Cemetery, Zone F, Lot 86, Spaces 5 and 6 to Ezequiel & Remedios Ledesma and/or Elva Bridgman.

12. Licenses:

(2012 New)

- a) Dan Kuykendall Enterprises, Inc. Class A General
- b) First Renovations..... Class B General

- c) D&R Plumbing.....Class D-P Plumbing w/ Gas
- d) Bar-Te-Electric Class D-E Electrical
- e) The Victory Electric Coop. Assn. Class D-E Electrical
- f) Brent's Concrete & Construction. Class E-SOC Specialized
- g) J&K Tree Trimming & Removal Class E-SOC Specialized

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

XII. CITY COMMISSION REPORTS.

A. Commissioner Law

B. Commissioner Cessna

C. Mayor Crase

D. Commissioner Doll

E. Commissioner Fankhauser

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

May 15, 2012

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, May 15, 2012 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

Governing Body recognized and presented a certificate of appreciation to Garden City High School AVID students for their participation in the Neighborhood Improvement Project (NIP) landscaping community service project at Campus Wall.

Commissioner Cessna moved to approve a request from Ms. Liz Sosa, Local Program Chair for the Garden City Session of Leadership Kansas, to authorize the consumption of either cereal malt beverages or alcoholic liquor at the Finnup Center for Conservation Education/Lee Richardson Zoo between the hours of 6:00 p.m. and 9:00 p.m. on the evening of May 30, 2012 pursuant to Sections 6-35 and 6-133 of City Code. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve a request from Zoo Director Kathy Sexson and Brian Nelson, Executive Director of Friends of the Lee Richardson Zoo, to authorize the temporary closure of the Zoo on July 3, 2012 at 5:00 p.m. This will facilitate the preparations for the "Blues at the Zoo" fundraising event to be held that evening at 6:00 p.m. The request also includes permission from the Governing Body to allow the sale and consumption of beer and other cereal malt beverages within confines of the Blues at the Zoo event and permission to charge \$10 admission. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a request from Ms. Deann Gillen, Executive Director for Beef Empire Days, to waive the daily fee and the deposit for the carnival as they have in the past years. The carnival will be held May 18 – May 27, 2012. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Valarie Smith, host of High Plains Passport on High Plains Public Radio, presented a short documentary about art and culture in El Salvador. This is one of a five part series sponsored by the Cultural Relations Board of the City of Garden City Kansas.

Commissioner Fankhauser moved to approve a request from Chief of Police James Hawkins to allow the Mayor to proclaim May 13-19, 2012 as National Police Week. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve allowing the Mayor to proclaim May 15, 2012 as GCHS Buffalo Broadcasting Day. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Governing Body recognized the Garden City High School students named in the Family, Career and Community Leaders of America Day proclamation dated May 1, 2012 as FCCLA Day.

1:30 p.m. - Mr. Charles Claar and Ms. Theresa Dasenbrock of Lewis, Hooper and Dick, the City's auditors, presented a review with of the annual Statement of Financial Condition (Audit Report) for the City of Garden City for the year 2011.

City Manager Allen stated that the Board of Finney County Commissioners have agreed to allow the sale of aerial fireworks in Finney County. Staff will have this issue on a future agenda.

Garden City Housing Authority provided a copy of the Public Housing Assessment System (PHAS) Score Report for Interim Rule. The Housing Authority has had the designation of High Performer for the second year in a row.

Staff provided several items of information for Governing Body review including the following: from Public Works Director Curran the monthly CIP short schedule and monthly City Link report; from Assistant City Engineer Mestdagh the street projects update, from Community Development Director Kentner the monthly building report and Code Enforcement report, from Public Utilities Director Muirhead the monthly utilities report, from Director of Aviation Powell the monthly airport and enplanement report, from Police Chief Hawkins the monthly police activity report, from Communications Specialist Freburg a communications update, and from Zoo Director Sexson the monthly Zoo report.

Meetings of note:

- ✓ May 14, 2012 - Groundbreaking ceremony for the Tortoise Exhibit at Lee Richardson Zoo at 5:15 p.m.
- ✓ May 15, 2012 – Peace Officers Memorial Day Ceremony – 304 N. Ninth Street at 10:00 a.m.
- ✓ May 18, 2012 – June 10, 2012 – Beef Empire Days
- ✓ May 22, 2012 at 9:00 a.m. – Special meeting of the City Commission at the City Administrative Center
- ✓ May 29, 2012 – Town Hall Meeting – time TBD
- ✓ June 8, 2012 - Beef Empire Days - Chuckwagons in the Park at 11:30 a.m.
- ✓ July 26 – 28, 2012 - Finney County Fair
- ✓ August 7, 2012 – National Night Out
- ✓ August 8 – 11, 2012 - Southwest Kansas Pro-Am
- ✓ August 25 - 26, 2012 - Tumbleweed Festival
- ✓ October 11, 2012 – Cultural Relations 2012 Diversity Breakfast at Fiesta Courtyard.

Appropriation Ordinance No. 2316-2012A. “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,005,606.54”, was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2316-2012A. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2476-2012, “A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.”, (401 N. Ninth Street and 905 N. Twelfth Street) was read and considered section by section. Mayor Cruse

moved to approve Resolution No. 2476-2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2549-2012, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE LICENSED CARE CENTERS AND HOMES; AMENDING ZONING REGULATION SECTIONS 13.030 AND 14.030; AMENDING ORDINANCE NO. 2528-2011; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 13.030 AND 14.030; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.”, read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2549-2012. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2477-2012, “A RESOLUTION SUPPORTING AND RECOGNIZING AMTRAK AND ITS SOUTHWEST CHIEF ON NATIONAL TRAIN DAY, MAY 12, 2012.”, was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2477-2012. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Finance Director Hitz reviewed the 2013 budget proposals for the Enterprise and Support Funds – Electric Utility (#68), Water & Sewer (#80), Wastewater Repair & Replacement (#81), and Water Maintenance Reserve (#82).

Commissioner Cessna moved to authorize the Police Department to apply for the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Police Department is requesting in-car cameras. The amount allocated is \$15,898. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve an amendment to the agreement for emergency services by the Garden City Fire Department to Garfield Township. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the recommendation from the Traffic Advisory Board to designate two areas near the YMCA – west side of Center Street from Harding Avenue south to the alley north of Pershing and the Circle Drive cul-de-sac – as “Resident Parking Only”. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the following recommendations from the Traffic Advisory Board:

1. Deny request to install a four-way stop at the intersection of Fulton Street and Taylor Avenue.
2. Deny a request to install stop signs on Anderson Street at Mikes Drive.
3. Reappoint Ron Hall to a three-year term on the Traffic Advisory Board.

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

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. Governing Body consideration and approval of bids received on April 30, 2012 for Substation Transformer purchase.
2. Governing Body consideration and approval of a contract between the City of Garden City and Commerce Bank for a utility billing lockbox agreement.
3. Governing Body consideration and approval of bids received May 10, 2012 for reroofing the Bio Solids building at the Wastewater Treatment Plant.
4. Permission for Trudy Strong to reserve Space 3, Lot 48, Zone J, Valley View Cemetery for the period of one year for the consideration of \$50.00.
5. Permission for Esequiel Hernandez to reserve Space 2, Lot 96, Zone J, Valley View Cemetery for the period of one year for the consideration of \$50.00.
6. The Governing Body approved the following Licenses:

(2012 New)

- a) Beef Empire Days PRCA RodeoTemporary Cereal Malt Beverage
- b) Compton Construction Corporation..... Class A General
- c) Conant Construction, LLC.....Class B General
- d) Continental Fire Sprinkler Company.....Class E-F Fire Sprinkler & Protection
- e) Kruse Corporation..... Class D-M Mechanical
- f) Wayne’s Electric, Inc.Class D-E Electrical

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

Cessna	Crase	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Fankhauser announced that he married Vivian Kinder on May 5, 2012.

Commissioner Law asked how the Grow Well Clinic is doing. Staff stated there will be a quarterly meeting with clinic staff and hope to have a pre-meeting in the future to report on the clinic's operations.

Commissioner Cessna stated he likes the enplanement reports. Commissioner Cessna stated public tours of the new high school will start May 19, 2012 from 10:00 a.m. – 2:00 p.m. on Saturdays. Commissioner Cessna reminded the Governing Body that graduation is scheduled for May 19, 2012 at 7:00 p.m. Commissioner Cessna asked what the cycle is for replacing residential trash dumpsters.

Mayor Crase commended staff on the budget and how the City has managed its finances over the last 10 years. Mayor Crase thanked staff and Commissioners for the condolences on the loss of his mother.

Commissioner Doll thanked the taxing entities for supporting the Schulman Crossing retail project. Commissioner Doll stated that he appreciates all the people that have supported the project. Commissioner Doll stated that plastic bags continue to be a nuisance in Garden City.

THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

May 22, 2012

The special meeting of the Board of Commissioners of the City of Garden City was held at 9:00 a.m. at the City Administrative Center on Tuesday, May 22, 2012 with all members present except Commissioner Cessna. Mayor Crase opened the meeting.

Resolution No. 2478-2012, "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.", was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2478-2012. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Absent	Yea	Yea	Yea	Yea

Resolution No. 2479-2012, "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.", was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2479-2012. Commissioner Crase seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Absent	Yea	Yea	Yea	Yea

Commissioner Law moved to approve a plat for Schulman Crossings with Right-of-Way dedications for Lareu Road and Schulman Road to the City of Garden City, Kansas. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Absent	Yea	Yea	Yea	Yea

Ordinance No. 2550-2012, "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.", was read and considered section by section. Mayor Crase moved to approve Ordinance No. 2550-2012. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Doll	Fankhauser	Law
Absent	Yea	Yea	Yea	Yea

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

Cessna	Crase	Doll	Fankhauser	Law
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Absent Yea Yea Yea Yea

Finance Director Hitz reviewed the 2013 budget proposals for the following funds: Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61) and Fire (#151 - #153).

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

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Petitions

PROCLAMATION

WHEREAS, Garden City, Kansas is a community which acknowledges that a **special vibrancy exists within community** when its individual citizens collectively, **“go the extra mile” in personal effort, volunteerism, and service;** and

WHEREAS, Garden City, Kansas is a community which encourages its citizens to **maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction** to their individual ambitions, family, friends, and community; and

WHEREAS, Garden City, Kansas is a community which chooses to shine a light on and celebrate individuals and organizations within its community who **“go the extra mile” in order to make a difference and lift up fellow members of their community;** and

WHEREAS, Garden City, Kansas acknowledges the **mission of the Extra Mile America Foundation to create 300 Extra Mile cities in America** and is proud to support **“Extra Mile Day” on November 1, 2012.**

NOW, THEREFORE, BE IT RESOLVED, that I, David D. Crase, Mayor of the City of Garden City, Kansas, do hereby proclaim November 1, 2012 to be:

EXTRA MILE DAY

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

SIGNED AND SEALED this 5th day of June, 2012.

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



**COMMUNITY CORRECTIONS
&
REHABILITATIVE SERVICES**

BETH A. BEAVERS, DIRECTOR

STEPHANIE HORNBAKER, DEPUTY
DIRECTOR

OLANDA HERRERA, OFFICE MANAGER

May 14, 2012

COMMUNITY CORRECTIONS
OFFICE:

601 N. MAIN, SUITE A
GARDEN CITY, KANSAS 67846
OFFICE(620) 272-3630
FAX (620) 272-3635

Garden City Commission
P.O. Box 499
Garden City, Kansas 67846

RE: Chief James Hawkins

CARLOS MURILLO, ISO II

Dear Commissioners:

DIANA VASQUEZ, ISO I

The 25th Judicial District Community Corrections is requesting the re-appointment of Chief James Hawkins, representing as the Garden City Law Enforcement representative, to serve on the Community Corrections Advisory Board. In accordance with KSA 75-5297, the appointment would be for a two-year term and run from April 2012 through March 2014.

TIFFANY GASSELING, ISO I

VACANT, ISO I

VACANT, ISO I

REHABILITATIVE SERVICES
OFFICE:

601 N. MAIN, SUITE I
GARDEN CITY, KANSAS 67846
OFFICE(620) 272-3650
FAX (620) 272-3635

Please feel free to contact me if you have any questions. Your assistance in this matter is greatly appreciated.

Respectfully,

Beth Beavers
Director

VACANT, REHABILITATIVE SERVICES
SUPERVISOR

LADINA CRAFT, COUNSELOR

ROBIN UNRUH, COUNSELOR

Cc: Chief Hawkins

HORSETHIEF RESERVOIR

A Joint Project of
PAWNEE WATERSHED JOINT DISTRICT NO. 81
and HORSETHIEF RESERVOIR BENEFIT DISTRICT

514 W. Highway 156 • Jetmore, Kansas 67854 • 620-357-6420 • email: horsethiefres@hotmail.com

May 8, 2012

Garden City Commissioners
City Administrative Center
301 N. 8th
Garden City, Kansas 67846

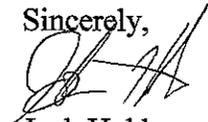
Gentlemen:

Chris Law is the appointed representative of Garden City to the Board of Directors of the HorseThief Reservoir Benefit District. His term expired on April 30, and he is eligible for reappointment.

Chris been an active member of the board, and we would welcome his continued involvement.

Thank you.

Sincerely,



Josh Hobbs
HorseThief Reservoir Park Manager

MEMORANDUM

TO: GOVERNING BODY

FROM: CITY ENGINEER

DATE: 18 April 2011

SUBJECT: CHECK OF PETITION FOR SUFFICIENCY OF SIGNATURES

RE: PETITION To construct street improvements consisting of curb & gutter, 6" base, 7" concrete pavement on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

The referenced petition is found to be sufficient in that it has been signed by the owners of 100% of the property liable to be assessed for the proposed improvements.

A handwritten signature in cursive script, reading "Steven F. Cottrell". The signature is written in black ink on a light-colored background.

Steven F. Cottrell, P.E.

P E T I T I O N

TO:THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

We, as owners of record of property liable for assessment for the proposed improvement described below, do hereby request that the improvement be made in the manner provided by K.S.A. 12-6a01 *et seq.*:

(A) The improvement proposed to be made is as follows:

To construct street improvements consisting of curb & gutter, 6" base, 7" concrete pavement on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

(B) The estimated or probable cost of such improvement is: \$436,000.00.

(C) The extent of the improvement district proposed to be assessed for the costs of the proposed improvement is:

Lots 3, 5 and 6, Block 1, Taylor North Addition, except the 75' drainage easement along the southern boundary of said Addition, Garden City, Kansas

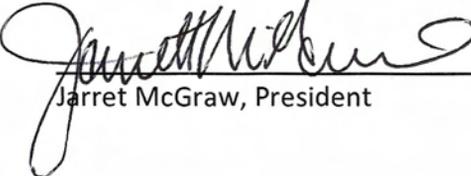
(D) The proposed method of assessment is per square foot on each lot and parcel of property within the improvement district.

(E) The proposed apportionment of cost between the improvement district and the City-at-large is seventy-nine and nine tenths percent (79.9%) to be assessed against the improvement district and twenty and one tenth percent (20.1%) to be paid by the City-at-large.

(F) The term of the proposed special assessments shall be seven years.

We further request that such improvement be made without notice and hearing as required in subsection (1) of K.S.A. 12-6a04.

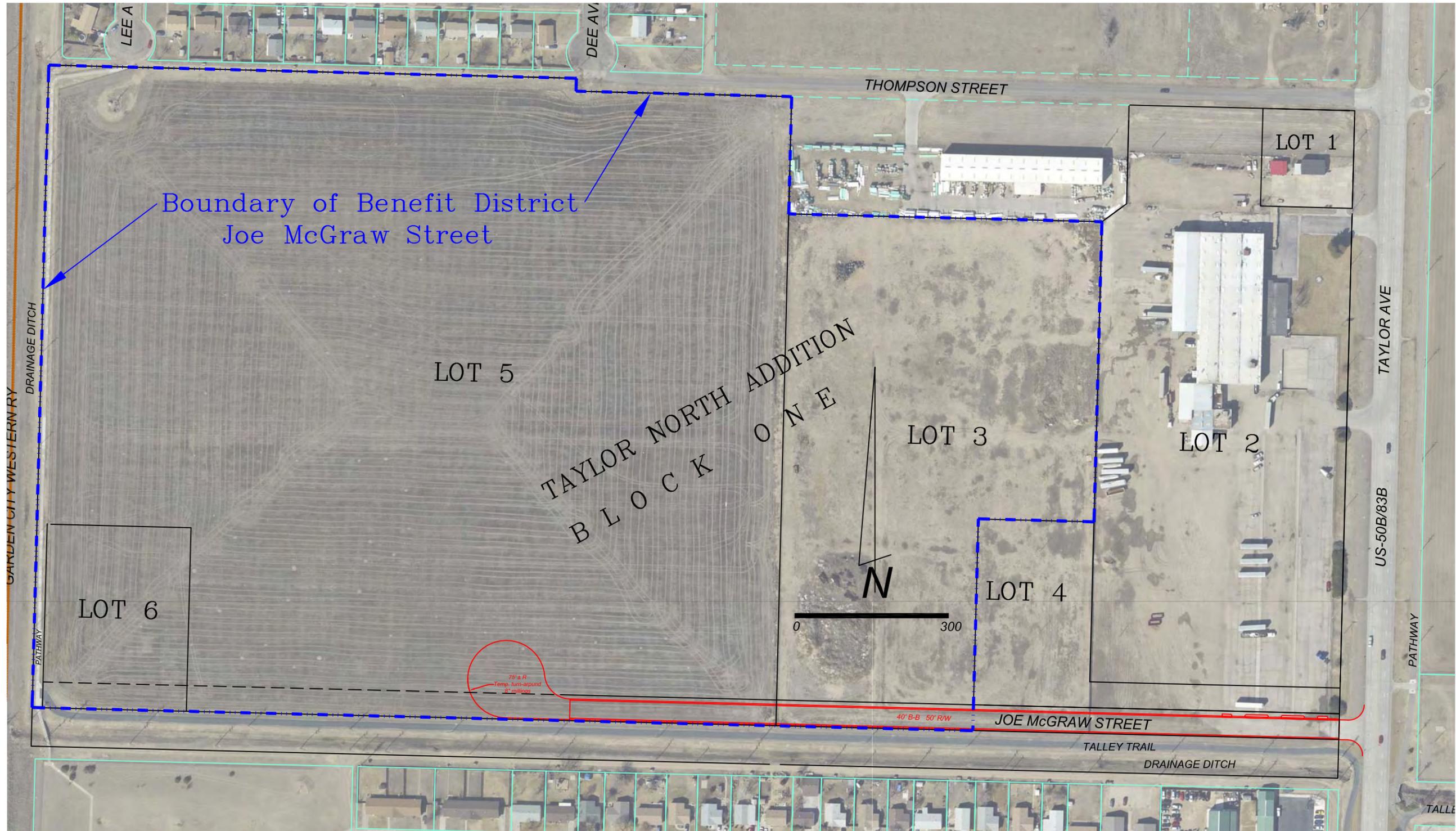
NOTE: Names may not be withdrawn from the Petition by the signers thereof after the Governing Body commences consideration of the Petition or later than seven (7) days after such filing, whichever occurs first.

<u>SIGNATURE</u>	<u>DATE SIGNED</u>	<u>PROPERTY OWNED WITHIN PROPOSED IMPROVEMENT DISTRICT</u>
PREFERRED CARTAGE SERVICE, INC.)	
)	100% of Benefit District
_____ Jarret McGraw, President)	

THIS PETITION was filed in my office the 31ST day of MAY, 2012.

THIS PETITION examined, considered and found sufficient by the Governing Body of the City of Garden City, Kansas, this ____ day of _____, 2012.

Celyn N. Hurtado, City Clerk



Boundary of Benefit District
Joe McGraw Street

LOT 5

TAYLOR NORTH ADDITION
BLOCK ONE

LOT 3

LOT 4

LOT 2

LOT 1

LOT 6

0 300

N

75' ± R
Temp. turn-around
8" millisps

40' B-B 50' RW

JOE MCGRAW STREET

TALLEY TRAIL

DRAINAGE DITCH

GARDEN CITY WESTERN RY
DRAINAGE DITCH
PATHWAY

LEE A

DEE AV

THOMPSON STREET

TAYLOR AVE

US-50B/83B

PATHWAY

TALLEY TRAIL

**CITY OF GARDEN CITY, KANSAS
ENGINEERING DEPARTMENT**

The following is a preliminary estimate of cost for street construction consisting of curb & gutter, 8" roadbase, 8" concrete or asphalt pavement (40' back-to-back wide) and related items of work necessary to construct the following street. The City-at-Large shall pay the difference inc cost between 8" asphalt and 8" concrete pavement.

JOE MCGRAW STREET FROM THE WEST R/W LINE OF TAYLOR AVENUE WEST 1500 FEET, GARDEN CITY, KANSAS

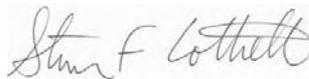
<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1	Excavation	2500	C.Y.	\$ 8.00	\$ 20,000.00
2	Curb & Gutter	2210	L.F.	\$ 20.00	\$ 44,200.00
3	8" AB-2 base	4300	S.Y.	\$ 6.00	\$ 25,800.00
4	8" Concrete pavement	4300	S.Y.	\$ 45.00	\$ 193,500.00
5	Temporary turnaround 8" millings	2380	Ea.	\$ 15.00	\$ 35,700.00
6	Inlet	4	Ea.	\$ 3,000.00	\$ 12,000.00
7	24" storm sewer	180	L.F.	\$ 45.00	\$ 8,100.00
8	Splash pad	2	Ea.	\$ 250.00	\$ 500.00
9	Erosion & sediment control	1	L.S.	\$ 5,000.00	\$ 5,000.00
10	Construction staking	1	L.S.	\$ 3,000.00	\$ 3,000.00
11	Traffic Control	1	L.S.	\$ 500.00	\$ 500.00
12	Design Fee	1	L.S.	\$ 15,000.00	\$ 15,000.00
Concrete Pavement Subtotal					\$ 363,300.00

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1	Excavation	2500	C.Y.	\$ 8.00	\$ 20,000.00
2	Curb & Gutter	2210	L.F.	\$ 20.00	\$ 44,200.00
3	8" AB-2 base	4300	S.Y.	\$ 6.00	\$ 25,800.00
4	8" Asphalt pavement	4300	S.Y.	\$ 28.00	\$ 120,400.00
5	Temporary turnaround 8" millings	2380	Ea.	\$ 15.00	\$ 35,700.00
6	Inlet	4	Ea.	\$ 3,000.00	\$ 12,000.00
7	24" storm sewer	180	L.F.	\$ 45.00	\$ 8,100.00
8	Splash pad	2	Ea.	\$ 250.00	\$ 500.00
9	Erosion & sediment control	1	L.S.	\$ 5,000.00	\$ 5,000.00
10	Construction staking	1	L.S.	\$ 3,000.00	\$ 3,000.00
11	Traffic Control	1	L.S.	\$ 500.00	\$ 500.00
12	Design Fee	1	L.S.	\$ 15,000.00	\$ 15,000.00
Asphalt Pavement Subtotal					\$ 290,200.00

Concrete pavement differential \$ 73,100.00

Engineering & Administration	\$ 18,165.00
Issuance Costs	\$ 9,082.50
Temporary financing	\$ 27,247.50
Contingency & Miscellaneous	\$ 18,205.00
	\$ 436,000.00

Apportionment of cost	
Benefit District	79.9%
City-at-Large	20.1%



Steven F. Cottrell, P.E.
City Engineer
5/4/2012

MEMORANDUM

TO: GOVERNING BODY

FROM: CITY ENGINEER

DATE: 18 April 2011

SUBJECT: CHECK OF PETITION FOR SUFFICIENCY OF SIGNATURES

RE: PETITION TO CONSTRUCT A 12" WATERMAIN, FIRE HYDRANTS, AND APPURTENANCES ON JOE MCGRAW STREET, IN TAYLOR NORTH ADDITION, FROM TAYLOR AVENUE WEST 1,500 FEET, GARDEN CITY, KANSAS.

The referenced petition is found to be sufficient in that it has been signed by the owners of 100% of the property liable to be assessed for the proposed improvements.

A handwritten signature in black ink, reading "Steven F. Cottrell". The signature is written in a cursive style with a large, prominent "S" and "F".

Steven F. Cottrell, P.E.

P E T I T I O N

TO:THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

We, as owners of record of property liable for assessment for the proposed improvement described below, do hereby request that the improvement be made in the manner provided by K.S.A. 12-6a01 *et seq.*:

(A) The improvement proposed to be made is as follows:

To construct a 12" watermain, fire hydrants, and appurtenances on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

(B) The estimated or probable cost of such improvement is: \$119,000.00.

(C) The extent of the improvement district proposed to be assessed for the costs of the proposed improvement is:

Lots 3, 5 and 6, Block 1, Taylor North Addition, except the 75' drainage easement along the southern boundary of said Addition, Garden City, Kansas

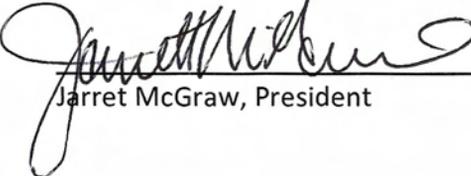
(D) The proposed method of assessment is per square foot on each lot and parcel of property within the improvement district.

(E) The proposed apportionment of cost between the improvement district and the City-at-large is eighty-two percent (82%) to be assessed against the improvement district and eighteen percent (18%) to be paid by the City-at-large.

(F) The term of the proposed special assessments shall be ten years.

We further request that such improvement be made without notice and hearing as required in subsection (1) of K.S.A. 12-6a04.

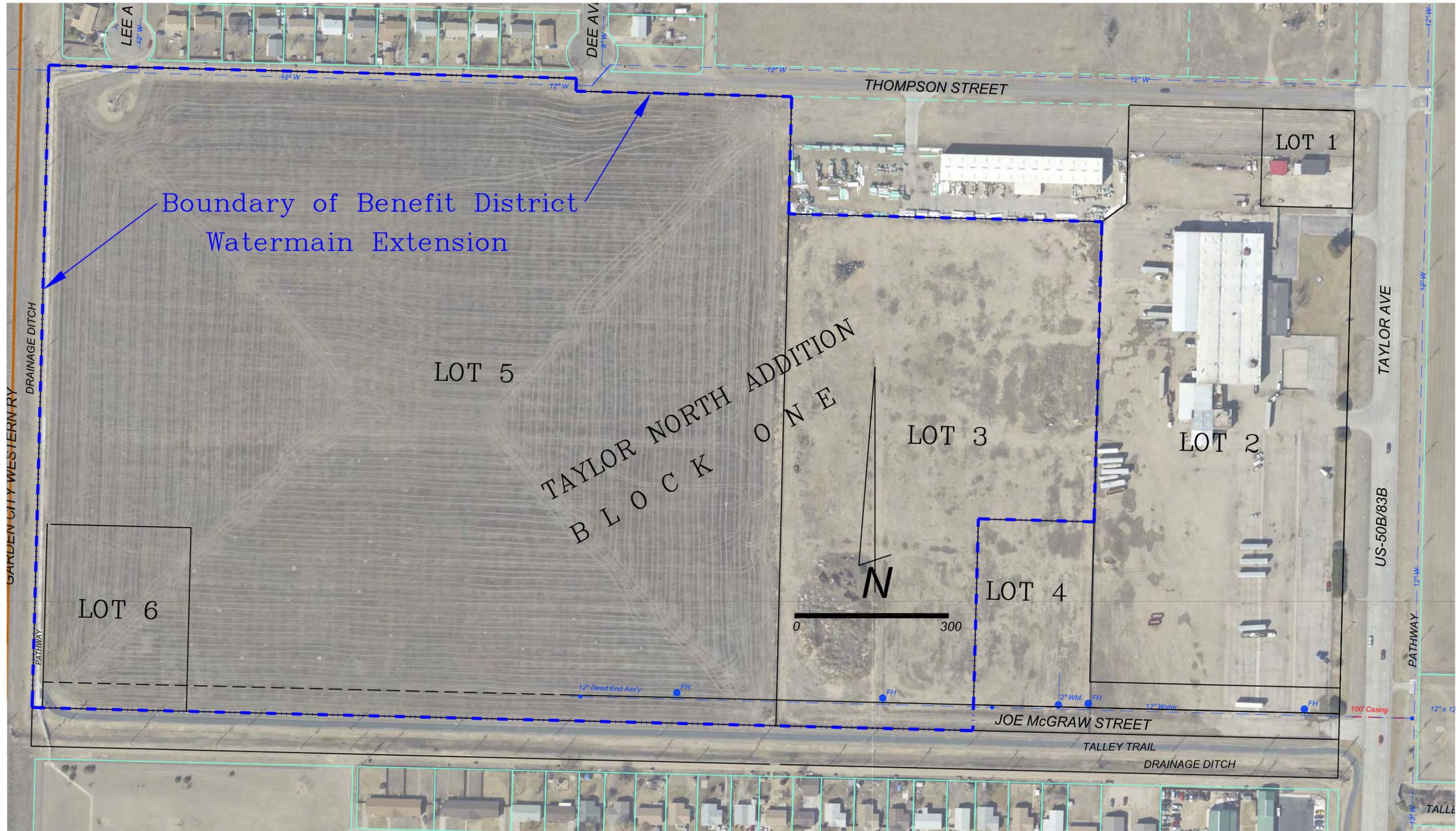
NOTE: Names may not be withdrawn from the Petition by the signers thereof after the Governing Body commences consideration of the Petition or later than seven (7) days after such filing, whichever occurs first.

<u>SIGNATURE</u>	<u>DATE SIGNED</u>	<u>PROPERTY OWNED WITHIN PROPOSED IMPROVEMENT DISTRICT</u>
PREFERRED CARTAGE SERVICE, INC.)	
)	100% of Benefit District
_____ Jarret McGraw, President)	

THIS PETITION was filed in my office the 31ST day of MAY, 2012.

THIS PETITION examined, considered and found sufficient by the Governing Body of the City of Garden City, Kansas, this ____ day of _____, 2012.

Celyn N. Hurtado, City Clerk



**CITY OF GARDEN CITY, KANSAS
ENGINEERING DEPARTMENT**

The following is a preliminary estimate of cost for street construction of a 12" watermain, fire hydrants and appurtancnces, at the following location.The City-at-Large shall pay the difference in cost between 12" and 8" watermain.

JOE McGRAW STREET FROM THE WEST R/W LINE OF TAYLOR AVENUE WEST 1500 FEET, GARDEN CITY, KANSAS

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1	12" x 12" wet tap	1	EA	\$ 4,000.00	\$ 4,000.00
2	Highway Bore & casing	100	LF	\$ 250.00	\$ 25,000.00
3	12" watermain, in place	1640	LF	\$ 29.00	\$ 47,560.00
4	12" Gate valves	2	EA	\$ 600.00	\$ 1,200.00
5	12" fittings	1	EA	\$ 500.00	\$ 500.00
6	Fire Hydrant assembly	3	EA	\$ 3,500.00	\$ 10,500.00
7	12" dead end Assembly	1	EA	\$ 1,200.00	\$ 1,200.00
8	Construction staking	1	EA	\$ 1,640.00	\$ 1,640.00
9	Design fee	1	LS	\$ 7,500.00	\$ 7,500.00
				12" Subtotal	\$ 99,100.00

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1	12" x 8" wet tap	1	EA	\$ 3,500.00	\$ 3,500.00
2	Highway Bore & casing	100	LF	\$ 225.00	\$ 22,500.00
3	8" watermain, in place	1640	LF	\$ 20.00	\$ 32,800.00
4	8" Gate valves	2	EA	\$ 600.00	\$ 1,200.00
5	8" fittings	1	EA	\$ 400.00	\$ 400.00
6	Fire Hydrant assembly	3	EA	\$ 3,500.00	\$ 10,500.00
7	8" dead end Assembly	1	EA	\$ 1,200.00	\$ 1,200.00
8	Construction staking	1	LS	\$ 1,650.00	\$ 1,650.00
9	Design fee	1	LS	\$ 7,500.00	\$ 7,500.00
				8" Subtotal	\$ 81,250.00

12" oversize differential \$ 17,850.00

Engineering & Administration	\$ 4,955.00
Issuance Costs	\$ 2,477.50
Temporary financing	\$ 7,432.50
Contingency & Miscellaneous	\$ 86,285.00
	<u>\$ 119,000.00</u>

Apportionment of cost
Benefit District 82.0%
City-at-Large 18.0%



Steven F. Cottrell, P.E.
City Engineer
5/4/2012

Report of the City Manager

Staff Reports

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

MONTH RECEIVED	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
JANUARY	100,753	110,613	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675
FEBRUARY	97,772	116,101	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136
MARCH	63,174	76,790	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616
APRIL	88,011	106,447	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191
MAY	76,170	68,320	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621
JUNE	98,943	101,351	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	0
JULY	69,728	111,185	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	0
AUGUST	106,018	99,497	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	0
SEPTEMBER	97,303	80,911	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	0
OCTOBER	* 67,150	91,376	107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	0
NOVEMBER	106,905	82,002	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	0
DECEMBER	<u>58,085</u>	<u>73,954</u>	<u>75,058</u>	<u>97,466</u>	<u>89,406</u>	<u>101,296</u>	<u>96,993</u>	<u>94,616</u>	<u>88,792</u>	<u>94,570</u>	<u>109,693</u>	<u>114,846</u>	<u>160,409</u>	<u>161,622</u>	<u>196,711</u>	<u>0</u>
TOTAL RECEIPTS	<u>1,030,010</u>	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>984,239</u>
PERCENTAGE CHANGE	3.74%	8.60%	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	

*REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR FAIRGROUNDS PROJECT.

(1) REFLECTS HERE & THERE AFTER INCREASE IN COUNTY TAX FROM .75¢ TO 1¢

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
JANUARY	358,435	407,469	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869
FEBRUARY	368,848	440,061	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844
MARCH	218,329	273,056	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777
APRIL	329,095	380,780	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253
MAY	285,838	241,167	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577
JUNE	338,859	358,841	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	
JULY	298,420	408,343	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	
AUGUST	336,414	311,866	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	
SEPTEMBER	326,694	303,113	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	
OCTOBER	265,785	374,010	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	
NOVEMBER	382,512	320,162	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	
DECEMBER	184,972	271,436	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	
TOTAL RECEIPTS	<u>3,694,201</u>	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>2,332,320</u>
PERCENTAGE CHANGE	0.12%	10.72%	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

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

RESOLUTION NO. _____

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

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

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

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

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

901 Harold Ave-dilapidated storage shed with gang graffiti painted on it

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of June, 2012.

David D. Crase, 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 resident and/or owners of the private property at the addresses listed herein have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution the Public Officer is hereby authorized to abate the following motor vehicle nuisance conditions:

1510 St. John-recreational vehicle parked in back yard on an unimproved surface

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 June, 2012.

David D. Crase, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

(Published in the Garden City Telegram on the _____ day of _____, 2011.)

RESOLUTION NO. _____-2011

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF A CERTAIN INTERNAL IMPROVEMENT IN THE CITY OF GARDEN CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE ESTIMATED OR PROBABLE COST THEREOF, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY
(JOE MCGRAW STREET)**

WHEREAS, a petition was filed with the City Clerk of the City of Garden City, Kansas, on May 2, 2011, pursuant to K.S.A. 12-6a01 *et seq.*, (the "Act"), proposing certain internal improvements to the City (the "Petition"); and the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1); and

WHEREAS, the governing body of the City of Garden City, Kansas finds and determines that the Petition is sufficient pursuant to the Act; and

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

SECTION 1. The governing body of the City hereby finds and finally determines that pursuant to K.S.A. 12-6a01 *et seq.*:

(a) It is advisable to construct the following improvement:

To construct street improvements consisting of curb & gutter, 6" base, 7" concrete pavement on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

(b) The estimated or probable cost of such improvement is: \$436,000.00.

(c) The extent of the improvement district to be assessed for the costs of the proposed improvement is:

Lots 3, 5 and 6, Block 1, Taylor North Addition, except the 75' drainage easement along the southern boundary of said Addition, Garden City, Kansas

(d) The proposed method of assessment is per square foot on each lot and parcel of property within the improvement district.

(e) The proposed apportionment of cost between the improvement district and the City-at-large is seventy-nine and nine tenths percent (79.9%) to be assessed against the improvement district and twenty and one tenth percent (20.1%) to be paid by the City-at-large.

(f) The term of the proposed special assessments shall be seven years.

SECTION 2. The improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body as set forth in Section 1 of this Resolution.

SECTION 3. The City is authorized, pursuant to subsequent action, to issue its general obligation bonds in an amount not to exceed the estimated costs stated herein to finance the construction such improvements, all under the authority of the Act, and the applicable provisions of the laws of the state of Kansas. This resolution shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

SECTION 4. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the office of the register of deeds of Finney County, Kansas.

ADOPTED by the governing body of the City of Garden City, Kansas, on June 5, 2012.

David D, Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

(Published in the Garden City Telegram on the _____ day of _____, 2011.)

RESOLUTION NO. _____-2011

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF A CERTAIN INTERNAL IMPROVEMENT IN THE CITY OF GARDEN CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE ESTIMATED OR PROBABLE COST THEREOF, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY (TAYLOR NORTH WATER)

WHEREAS, a petition was filed with the City Clerk of the City of Garden City, Kansas, on May 2, 2011, pursuant to K.S.A. 12-6a01 *et seq.*, (the "Act"), proposing certain internal improvements to the City (the "Petition"); and the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1); and

WHEREAS, the governing body of the City of Garden City, Kansas finds and determines that the Petition is sufficient pursuant to the Act; and

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

SECTION 1. The governing body of the City hereby finds and finally determines that pursuant to K.S.A. 12-6a01 *et seq.*:

(a) It is advisable to construct the following improvement:

To construct a 12" watermain, fire hydrants, and appurtenances on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

(b) The estimated or probable cost of such improvement is: \$119,000.00.

(c) The extent of the improvement district to be assessed for the costs of the proposed improvement is:

Lots 3, 5 and 6, Block 1, Taylor North Addition, except the 75' drainage easement along the southern boundary of said Addition, Garden City, Kansas

(d) The proposed method of assessment is per square foot on each lot and parcel of property within the improvement district.

(e) The proposed apportionment of cost between the improvement district and the City-at-large is eighty-two percent (82%) to be assessed against the improvement district and eighteen percent (18%) to be paid by the City-at-large.

(f) The term of the proposed special assessments shall be seven years.

SECTION 2. The improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body as set forth in Section 1 of this Resolution.

SECTION 3. The City is authorized, pursuant to subsequent action, to issue its general obligation bonds in an amount not to exceed the estimated costs stated herein to finance the construction such improvements, all under the authority of the Act, and the applicable provisions of the laws of the state of Kansas. This resolution shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

SECTION 4. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the office of the register of deeds of Finney County, Kansas.

ADOPTED by the governing body of the City of Garden City, Kansas, on June 5, 2012.

David D, Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Old Business



Memorandum

To: City Commission
Date: May 31, 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

CITY ADMINISTRATIVE CENTER
301 N. 8TH
P.O. Box 499
GARDEN CITY, KS
67846-0499
620.276.1160
FAX 620.276.1169
www.garden-city.org

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 an ordinance approving and adopting the project plan for the redevelopment district.

Background

Resolution No. 2474-2012 declared the City's intent to consider a redevelopment district project plan for Phase 1 of the 2012 Redevelopment District and setting a Public Hearing at 1:30 p.m. today. Ordinance No. 2544-2012 created the 2012 Redevelopment District.

After the Public Hearing, the Governing Body is asked to consider the accompanying Ordinance prepared by Bond Counsel Mary Carson. A two-thirds majority vote is required for this ordinance which accomplishes the following:

- Approves and adopts the Phase 1 Project Plan;
- States the City's intent to issue special obligation or fully faith and credit bonds under the tax increment finance act and describes a statutory protest period regarding issuance of full faith and credit bonds;
- Approves the Developer's Agreement between the City and Schulman Crossing Partners, LLC; and
- Approves the Development and Funding Agreement between the City, Schulman Crossing Partners, LLC and Menard, Inc.
- Authorizes the Mayor and City Clerk to execute additional documents and certificates necessary to accomplish the purposes of the ordinance and the agreements approved by the ordinance.

Alternatives

1. Conduct public hearing and approve the Ordinance.
2. Conduct public hearing and defer action on the Ordinance until a later date. (Deferring action would jeopardize the ability of the City to meet anticipated TIF financing dates and would 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

Previous actions by the Governing Body, authorized temporary notes to pay costs of land acquisition and improvement which will subsequently 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, and with general obligation bonds of the City issued under statutory authority other than the Act and with grant proceeds received from KDOT, if available.

Additional Information

The temporary notes described in the Fiscal Note above are scheduled to close on June 5, 2012 and the City will deposit proceeds of the notes in a project fund to be applied to acquisition and improvement of land according to the Phase I Project Plan for commercial development and to infrastructure improvements related to the Phase I Project Plan, which are to be performed by the City. The land acquisition closing is expected to require the City to take title to the land before transferring it to the developer identified in the Development Agreement and to Menard, Inc. as anticipated by the Development and Funding Agreement. The Ordinance authorizes the Mayor and Clerk to execute documents necessary to accomplish that transaction.

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
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(Published in *The Garden City Telegram* on June __, 2012)

ORDINANCE NO. ____-2012

AN ORDINANCE APPROVING AND ADOPTING A REDEVELOPMENT PROJECT PLAN FOR A PROJECT AREA IN THE 2012 REDEVELOPMENT DISTRICT IN THE CITY OF GARDEN CITY, KANSAS (SCHULMAN CROSSING, PHASE I) AND APPROVING RELATED DOCUMENTS.

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), and Ordinance No. 2544-2012 of the City of Garden City, Kansas (“City”), passed and approved on April 17, 2012, and in order to promote, stimulate and develop the general and economic welfare of the City, the governing body of the City has established the 2012 Redevelopment District, which includes two project areas presently designated Phase I and Phase II; and

WHEREAS, pursuant to the Act and Resolution No. 2474-2012 adopted on May 1, 2012, the City has declared its intention to consider a redevelopment project plan for Phase I of the 2012 Redevelopment District and has provided for a public hearing to consider adoption of the redevelopment project plan as prescribed by the Act; and

WHEREAS, pursuant to the Act and Resolution No. 2474-2012 after providing notice of hearing as required by the Act, a public hearing was opened on June 5, 2012, a representative of the City presented the proposed redevelopment project plan, and all interested parties were given an opportunity to be heard.

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

SECTION 1. Under the authority of the Act, the Phase 1 Tax Increment Financing Redevelopment Project Plan as presented with this Ordinance and on file in the office of the City Clerk for Phase I of the 2012 Redevelopment District created by Ordinance No. 2544-2012 (the “Phase 1 Project Plan”), is hereby adopted and approved.

SECTION 2. According to the Act, following publication of this Ordinance, the City Clerk is authorized and directed to send a copy of the description of the land within Phase 1 Project Area of the 2012 Redevelopment District, a copy of this Ordinance and a map indicating the boundaries of Phase I of the 2012 Redevelopment District to the Finney County Clerk, the Finney County Assessor, the Finney County Treasurer, the Board of County Commissioners of Finney County, Kansas and the Board of Education of Unified School District No. 457.

SECTION 3. The City plans to issue its special obligation bonds or its full faith and credit bonds (“Bonds”) to pay a portion of the costs of the Phase I Project Plan, as permitted by the Act. The Bonds, if issued, are expected to be repaid from the tax increment derived within the Phase I Project Area of the 2012 Redevelopment District, which will be pledged to payment of the Bonds. If, within sixty (60) days of June 5, 2012, the date of the public hearing on the Phase I Project Plan, a legally sufficient protest petition in opposition to issuing any full faith and

credit Bonds, signed by not less than three percent (3%) of the electors of the City, is filed with the City Clerk, such full faith and credit Bonds will not be issued unless approved by a majority of voters voting at an election on the question. If a protest petition is not filed, the governing body may proceed to issue the full faith and credit Bonds as described in this Section.

SECTION 4. The Development Agreement between the City and Schulman Crossing Partners, LLC, addressing the implementation of the Phase 1 Project Plan and substantially in the form presented to the governing body with this Ordinance, is hereby approved. The Mayor and City Clerk are authorized and directed to execute the Development Agreement with such changes as may be recommended by counsel and approved by the Mayor.

The Development and Funding Agreement between the City, Schulman Crossing Partners, LLC and Menard, Inc. addressing implementation of the Phase I Project Plan with respect to the anchor store site and substantially in the form presented to the governing body with this Ordinance, is hereby approved. The Mayor and City Clerk are authorized and directed to execute the Development and Funding Agreement with such changes as may be recommended by counsel and approved by the Mayor.

SECTION 5. The officers and representatives of the City, including the Mayor, City Clerk, are further authorized and directed to take such other actions or execute documents and certificates as may be appropriate or desirable to accomplish the purposes of this Ordinance and give effect to the Phase 1 Project Plan, the Development Agreement and the Development and Funding Agreement.

SECTION 6. This Ordinance shall be in full force and effect from and after passage by the governing body and publication one time in the official City newspaper.

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PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on June 5, 2012.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
David D. Crase, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

GARDEN CITY POWER CENTER

**PHASE 1 TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT PLAN**

SUBMITTED TO THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS
PURSUANT TO K.S.A. § 12-1770 *et seq.*

TABLE OF CONTENTS

- I. Introduction
- II. Garden City – Phase 1 Redevelopment Project Plan
 - A) Subject Property
 - B) Established Redevelopment District
 - C) Description of Proposed Project
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 - E) Feasibility Study
 - 1) Project Costs
 - 2) Eligible Costs
 - 3) Project Revenues
 - 4) Tax Increment Revenues and General Obligation Bond Financing
 - 5) Summary of the TIF Revenues and Project Costs
 - 6) City of Garden City Meetings and Minutes
 - 7) Impact on Outstanding Special Obligation Bonds
 - 8) Significant Contribution to Economic Development in the City
 - F) Relocation Plan
- III. Conclusion

EXHIBIT LIST

Exhibit A – Map Exhibit of the Subject Property

Exhibit B – Legal Description of the Subject Property

Exhibit C – Ordinance No. 2544-2012

Exhibit D – General Obligation TIF Bond Proforma

Exhibit E – City of Garden City Meeting Minutes

I. INTRODUCTION

This Phase 1 Garden City Tax Increment Financing Redevelopment Project Plan (this “Project Plan”) contemplates the approximately 27 acre first phase of the development (the “Phase 1 Site”) of a larger commercial center on approximately 61.3 acres located at the northeast corner of the U.S. Highway 83 Bypass and Schulman Avenue, Garden City, Finney County, Kansas (the “District”). The District was approved by the City of Garden City City’s Governing Body as a tax increment financing (“TIF”) redevelopment district pursuant to Ordinance No. 2544-2012. Despite being located within a statutorily created Enterprise Zone, the District has remained undeveloped. However, as Garden City has grown, a corresponding demand for additional commercial enterprises to serve the community has arisen.

It was against this backdrop that the City Staff began working with Collett Properties, Inc. (the “Developer”) on assembling a large-scale commercial development within the District in 2011. The Developer proposed a plan for the District that ultimately contemplates the construction of over 400,000 square feet of commercial space filled with a mix of national level retailers, as well as other large and small-scale retail, restaurants, and other commercial uses over two phases. In January of 2012, the Developer and the City executed a Memorandum of Understanding to formally set in motion this anticipated development effort. Consistent with the Memorandum of Understanding, and as was noted above, this Project Plan will memorialize the proposed development of the first Redevelopment Project within the District (the “Project”), which will include significant improvements to the infrastructure and parking serving the Phase 1 Site and the balance of the District, as well as the construction of a 165,000 square foot Menard’s retail store and associated commercial development on four adjacent pad sites.

This Project Plan is premised on the need for a combination of public and private financing to reach the mutual aims of the City and the Developer in furthering this Project. Pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.*, as amended (the “Act”), Kansas municipalities are authorized to establish Redevelopment Districts and prepare Redevelopment Project Plans for TIF Projects within such Districts. It is based on this authority that Developer hereby submits for the City’s consideration this Project Plan.

II. GARDEN CITY – PHASE 1 TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN

A. Subject Property

The property subject to this Project Plan consists of approximately 27+/- acres located at the northeast corner of the U.S. Highway 83 Bypass and Schulman Avenue, Garden City, Finney County, Kansas. A map and legal description of the subject property are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

B. Established Redevelopment District

The Property is within a Redevelopment District as approved by the City's Governing Body pursuant to Ordinance No. 2544-2012, a copy of which is attached hereto as **Exhibit C**. This Project Plan is consistent with such District and the established District Plan as described therein.

C. Description of the Proposed Project

As noted above, the Project consists of the construction of the first phase of a larger commercial development, which is planned to at full build-out feature over 400,000 square feet of commercial space dedicated to a mix of national level retailers, other large and small scale retail, restaurants, and associated commercial uses. Planned improvements pursuant to this Project Plan for the first phase include highway, street, parking, and infrastructure improvements, as well as the construction of a 165,000 square foot Menard's retail store and associated commercial development on four adjacent pad sites.

D. Financing Plan

As detailed in Section E below, the total estimated cost to complete the Project is \$37,081,407. This amount will be financed through a combination of public and private sources. In addition to private equity and debt, Tax Increment Financing pursuant to this Project Plan will comprise a portion of the permanent financing needed.

E. Feasibility Study

A study has been performed to determine whether the Redevelopment Project's estimated benefits, tax increment revenue, and other revenues are expected to exceed the cost and that the income therefrom will be sufficient to pay the costs of the Project. This effort involved utilization of consultants with experience and expertise in the actual design, development, financing, management and leasing of projects of similar scope and nature. Further, outside resources were consulted to compare and verify the cost and revenue projections including outside industry sources and actual taxing jurisdiction data where available. The results of this study are as follows:

1. Project Costs

The total estimated cost to complete the Project, including land acquisition and site development, is \$37,081,407. As determined from contract prices, engineering estimates and estimates made by the City and the Developer, a breakdown of the estimated costs by category is set forth below (see next page):

ESTIMATED TOTAL COSTS

<u>DESCRIPTION</u>	<u>COST</u>
<u>ACQUISITION COSTS</u>	
Worf Property	\$ 1,766,184
Corner Parcel	\$ 1,061,400
SUBTOTAL	\$ 2,827,584
<u>SITE WORK</u>	
	Acres
Phase I Site Work	\$ 4,642,225
Utility Work	\$ 725,412
1 Pylon Signs	\$ 75,000
SUBTOTAL	\$ 5,442,637
<u>STREET WORK</u>	
Lareu Street	\$ 915,150
Schulman Avenue	\$ 1,583,335
US-50/83/400	\$ 1,573,400
SUBTOTAL	\$ 4,071,885
<u>HARD CONSTRUCTION COSTS</u>	
	<u>PSF COSTS</u>
-	-
Inline Retail	\$ 18,750,000
SUBTOTAL	\$ 18,750,000
<u>SOFT COSTS</u>	
Architectural & Engineering	\$ 850,000
Geotechnical, Environmental, Construction Testing	\$ 120,000
Taxes, Insurance, Appraisal	\$ 130,000
Legal	\$ 340,000
Survey	\$ 55,000
Construction Administration	\$ 75,000
Commissions	\$ 325,000
Development Fee	\$ 100,000
Miscellaneous	\$ 100,000
Financing Costs	\$ 2,335,786
SUBTOTAL	\$ 4,430,786
<u>TOTALS</u>	
Acquisition Costs	\$ 2,827,584
Site Work	\$ 5,442,637
Street Work	\$ 4,071,885
Hard Construction Costs	\$ 18,750,000
Soft Costs	\$ 4,430,786
SUBTOTAL	\$ 35,522,892
5% CONTINGENCY	\$ 1,558,515
TOTAL	\$ 37,081,407

2. Eligible Costs

Pursuant to the Act, only certain costs are eligible for TIF financing and reimbursement. Of the total costs listed above, \$18,331,407 qualifies under the Act as “Eligible Redevelopment Project Costs,” meaning that only those costs may be financed using TIF proceeds. These Eligible Redevelopment Project Costs are set forth by category and amount below:

<u>DESCRIPTION</u>	<u>COST</u>
<u>ACQUISITION COSTS</u>	
Worf Property	\$ 1,766,184
Corner Parcel	\$ 1,061,400
SUBTOTAL	\$ 2,827,584
<u>SITE WORK</u>	
	Acres
Phase I Site Work	\$ 4,642,225
Utility Work	\$ 725,412
1 Pylon Signs	\$ 75,000
SUBTOTAL	\$ 5,442,637
<u>STREET WORK</u>	
Lareu Street	\$ 915,150
Schulman Avenue	\$ 1,583,335
US-50/83/400	\$ 1,573,400
SUBTOTAL	\$ 4,071,885
<u>SOFT COSTS</u>	
Architectural & Engineering	\$ 850,000
Geotechnical, Environmental, Construction Testing	\$ 120,000
Taxes, Insurance, Appraisal	\$ 130,000
Legal	\$ 340,000
Survey	\$ 55,000
Construction Administration	\$ 75,000
Commissions	\$ 325,000
Development Fee	\$ 100,000
Miscellaneous	\$ 100,000
Financing Costs	\$ 2,335,786
SUBTOTAL	\$ 4,430,786
<u>TOTALS</u>	
Acquisition Costs	\$ 2,827,584
Site Work	\$ 5,442,637
Street Work	\$ 4,071,885
Hard Construction Costs	\$ -
Soft Costs	\$ 4,430,786
SUBTOTAL	\$ 16,772,892
5% CONTINGENCY	\$ 1,558,515
TOTAL	\$ 18,331,407

3. Project Revenues

TIF Revenues for the Project generated over a period of 20 years, as allowed by the Act (but excluding the City's sales tax), are estimated to be \$9,230,359. The estimated net general obligation bond revenues of the TIF Revenues are estimated to be \$4,693,824, using a net present value rate of 4%, a coverage rate of 1.1, and issuance costs of 14%, which are all generally reasonable market rates for a general obligation bond issuance.

The Project will generate TIF revenues from one of the two of the possible sources permitted by the Act:

- a) *Ad Valorem* Tax Increment Revenues – the difference between the *ad valorem* taxes generated by real property within the TIF District as of the date the TIF District was established and future *ad valorem* taxes which will be generated after the redevelopment, (less *ad valorem* taxes not allowed to be captured pursuant to the Act); and
- b) Local Sales Tax Revenues – although this source is available pursuant to the TIF Act, this Project Plan does not contemplate its use.

The 2012 assessed value for the Project is assumed to be \$9,059. This figure serves as the base against which future Project values can be compared in order to determine the amount of *Ad Valorem* Tax Increment Revenues that will be generated by the Project. It is estimated that, at completion, the Project will result in an assessed value of \$3,729,167. The difference between the base year assessed value minus the assessed value at full build-out, when multiplied by the current mill levy rate, creates a tax increment available for capture of \$458,823, which figure is assumed to grow annually. These conclusions are based on and confirmed against anticipated Project Costs, published tax appraisals for similar developments in Finney County and the valuation methodology historically utilized by the Finney County Appraiser's Office for comparable property.

4. Tax Increment Revenues and General Obligation Bond Financing

Based on the Project's captured *Ad Valorem* Tax Increment revenue for a period of 20 years, and utilizing general obligation bond financing methodologies, the net present value of said revenue stream is \$6,003,728. **Exhibit D** sets forth a principal and interest schedule along with the relevant calculations and assumptions utilized. The benefits derived from the Project, including tax increment revenue and other revenues associated with a developed Project are expected to outweigh the costs and income from the Project is expected to be sufficient to pay costs of the Project.

5. Summary of the TIF Revenues and Project Costs

Based on the Plan's (1) Estimated Project Costs (2) Estimated Net TIF Proceeds, and (3) private debt/equity and other financial incentives, including the City's home rule economic development incentives which are anticipated to finance the Project in part, the Net TIF Proceeds are expected to pay for the Project Costs, as contemplated under the Act, when supplemented by private debt and equity.

- Estimated Project Costs - \$37,081,407

- Estimated TIF Eligible Project Costs - \$18,331,407
- Net General Obligation bond issuance supported by TIF Revenues - \$4,693,824
- Private debt/equity and all other financing sources - \$32,387,583

6. City of Garden City Meetings and Minutes

Upon approval of this Project Plan by the City, the City Clerk will attach the minutes of all City meetings where the Project was discussed as **Exhibit E**.

7. Impact on Outstanding Special Obligation Bonds

To the Developer's knowledge, the Project is the only TIF Project in the City or general area proposed to utilize TIF bonds at this time. As such, no impact on special obligation bonds payable from revenues described in (a)(1)(D) of K.S.A. 12-1774 and amendments thereto is anticipated.

8. Significant Contribution to Economic Development in the City

The development of the Project will provide significant economic development for the City by, among other things, creating a significant commercial center that will provide enhanced commerce, shopping opportunities, employment, and general commerce for area residents. The increased consumer activity and employment profile within the City will result in substantially increased tax revenues and new economic vitality for the City. Also, given the City's unique location as a hub for rural shoppers, this Project will enhance the City's regional draw. The net result of this economic activity will be a revitalized economy for the City of Garden City on the whole.

F. Relocation Plan

The Developer or City, at this time, is the owner or contract purchaser of all property within the Project. These properties were or will be acquired through negotiated arms-length transactions; thus, any funds required for relocation were included in the purchase price.

III. CONCLUSION

Based on the foregoing, the City and Developer hereby submit this Project Plan for public hearing and due consideration.

EXHIBIT A – MAP EXHIBIT

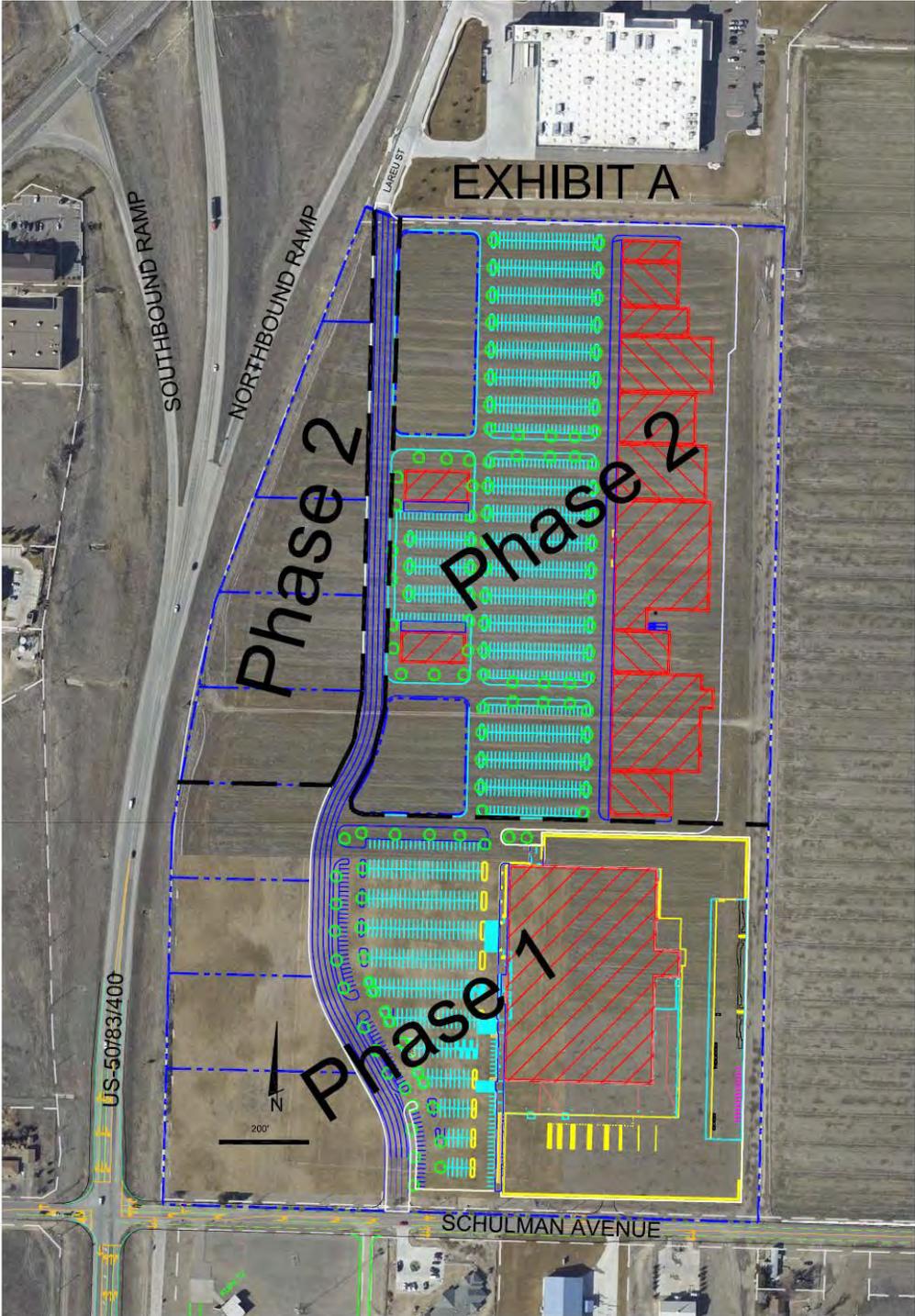


EXHIBIT B – LEGAL DESCRIPTION

A tract located in the West Half of the Southeast Quarter of Section 9 Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter; thence North 01°24'11" East, 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 1318.81 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 887.53 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 26.77 Acres, more or less.

EXHIBIT C – ORDINANCE NO. 2544-2012

EXHIBIT D – GENERAL OBLIGATION TIF BOND PROFORMA

TIF YEAR	BASE ASSESSED VALUE	PROJECTED ASSESSED VALUE	REAL ESTATE TAX INCREMENT	TOTAL TIF REVENUE
1	\$ 9,059	\$ 9,059	\$ -	\$ -
2	\$ 9,059	\$ 1,864,583	\$ 228,853	\$ 228,853
3	\$ 9,059	\$ 3,729,167	\$ 458,823	\$ 458,823
4	\$ 9,059	\$ 3,766,458	\$ 463,423	\$ 463,423
5	\$ 9,059	\$ 3,804,123	\$ 468,068	\$ 468,068
6	\$ 9,059	\$ 3,842,164	\$ 472,760	\$ 472,760
7	\$ 9,059	\$ 3,880,586	\$ 477,499	\$ 477,499
8	\$ 9,059	\$ 3,919,392	\$ 482,285	\$ 482,285
9	\$ 9,059	\$ 3,958,586	\$ 487,119	\$ 487,119
10	\$ 9,059	\$ 3,998,171	\$ 492,001	\$ 492,001
11	\$ 9,059	\$ 4,038,153	\$ 496,932	\$ 496,932
12	\$ 9,059	\$ 4,078,535	\$ 501,913	\$ 501,913
13	\$ 9,059	\$ 4,119,320	\$ 506,943	\$ 506,943
14	\$ 9,059	\$ 4,160,513	\$ 512,024	\$ 512,024
15	\$ 9,059	\$ 4,202,118	\$ 517,155	\$ 517,155
16	\$ 9,059	\$ 4,244,140	\$ 522,338	\$ 522,338
17	\$ 9,059	\$ 4,286,581	\$ 527,572	\$ 527,572
18	\$ 9,059	\$ 4,329,447	\$ 532,859	\$ 532,859
19	\$ 9,059	\$ 4,372,741	\$ 538,199	\$ 538,199
20	\$ 9,059	\$ 4,416,469	\$ 543,592	\$ 543,592
TOTALS			\$ 9,230,359	\$ 9,230,359
NET PRESENT VALUE		4.00%	\$ 6,003,728	\$ 6,003,728
Gross Bond Proceeds		110%	\$ 5,457,935	\$ 5,457,935
Less: Bond Issuance		14%	\$ (764,111)	\$ (764,111)
Net Bond Proceeds			\$ 4,693,824	\$ 4,693,824

Notes:

- (1) Of the total ad valorem tax rate, the total mills captured by TIF is: 123.336
- (2) The base assessed value was taken from the Finney County records for 2010
- (3) Annual projected increase in appraised value: 1%
- (4) Percentage of Projected Assessed Value online Year 1 0%
- (5) Percentage of Projected Assessed Value online Year 2 50%
- (6) Percentage of Projected Assessed Value online Year 3 100%

EXHIBIT E – CITY OF GARDEN CITY MEETING MINUTES

Financial Feasibility & Tax Increment Financing Analysis

**PROPOSED COMMERCIAL DEVELOPMENT
BY COLLETT PROPERTIES
Garden City, Kansas**

Prepared for the City of Garden City, Kansas

May 2012



The proposed Phase I of Garden City Power Center would encompass 185,000 square feet of floor area. The total estimated cost to complete the Project, including land acquisition and site development, is \$37,081,407 as set forth in the separate document entitled Phase I Tax Increment Financing Redevelopment Project Plan. Of these total costs, \$18,331,407 qualifies under the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.*, (the “TIF Act”) as “Eligible Redevelopment Project Costs,” meaning that only those costs may be financed using TIF proceeds.

As an independent consultant commissioned to review various market performance and financial projections for the Project, Development Strategies concludes that a large portion of these eligible TIF costs can be paid from bond proceeds which would be repaid using real estate tax increments generated by the Project itself.

Real Estate Tax Increment Assumptions

The developer of the Project has determined that the base property tax assessed valuation of the Project is \$9,059. There is no reason to question this determination. Subsequent increases in market value of the property and assessed value for taxing purposes over and above the current assessed value are considered net increments. The class of the assessments will be changed to commercial from agricultural. It is assumed that half of the projected incremental assessed value of the project will be taxable in year 2 of the 20-year TIF period, and that the full value of the project will be taxable in years 3 and thereafter.

The developer utilizes property tax mil levy rates as shown on Table 1. For the seven taxing districts affected by the proposed project, the total mil rate is presently \$148.79 (or \$148.709 per \$1,000 in assessed valuation). The state mil rate, however, is exempt from local tax increment financing and \$20.000 of the USD 457 mil rate of \$48.958 is exempt from local TIF. Thus, the allowable TIF mil rate is \$127.209.

Table 1: 2012 MILL LEVY RATES			
<i>Taxing District</i>	<i>Rate</i>	<i>Mills Not Subject to TIF</i>	<i>Total Mills Subject to TIF</i>
State	\$ 1.500	\$ 1.500	\$ -
Finney County	36.977	-	36.977
GC Community College	20.242	-	20.242
USD 457	49.192	20.000	29.192
Drainage District #2	1.822	-	1.822
City of Garden City	33.963	-	33.963
GC Recreation Commission	5.013	-	5.013
TOTAL	\$ 148.709		\$ 127.209

In effect, all incremental property taxes that would otherwise accrue from the proposed project to Finney County, the Community College, Drainage District #2, the City of Garden City, and the Garden City Recreation Commission would be diverted to pay for TIF obligations. Almost 60 percent of the incremental taxes that would otherwise accrue to the school district would be diverted for TIF purposes. Diversion of TIF dollars is assumed to last for 20 years, though the first year would not generate incremental taxes so the effective diversion period is 19 years. Base taxes would continue to be paid to all taxing jurisdictions during the TIF period. All property taxes would revert to appropriate taxing jurisdictions after TIF obligations are repaid.¹

¹ Because future adjustments in tax rates or taxing jurisdictions are unknown, it is assumed, appropriately, that the distribution of eventual post-TIF taxes will be the same as today. Likewise, future property tax rates are unknown, so it is appropriately assumed that today’s rates will prevail, on average. If rates should rise within the TIF period, more incremental taxes would be generated and the TIF obligations might be paid off more quickly. Conversely, lower future tax rates could decrease the pace at which obligations are paid.

The developer's pro forma financial model assumes a weighted average market value of the built-out and fully operational project of \$80.63 per square foot of floor area (in 2012 dollars), a rational and reasonable estimate in today's economic climate. This amounts to a total market value of about \$14,916,667. The taxable assessed value of the property is assumed to be almost \$3,729,167, in 2012 dollars, or 25 percent of market value, which is the statutory adjustment rate for commercial property in Kansas.

The market value assumption is based on a letter provided to the developer's attorney from the Finney County Appraiser.² The letter suggests market value ranges that are likely to be established by the Appraiser for taxing purposes for various types of retail stores in the project. The developer appears to have selected the highest point of such ranges to include in the pro forma. This means that subsequent calculations of possible property taxes are based on relatively high market values. This maximizes the potential TIF dollars and maximizes the property taxes that the project would pay, but it also means that failure to achieve such market values would lessen the ability of the project to pay TIF obligations.

While Development Strategies does not question the ability of the Project to achieve such values, it is also prudent to evaluate a lesser market value as a risk measure. Reduce these market value assumptions of the developer to the midpoint of the Appraiser's suggested ranges, for example, results in assessment projections that are about 85 percent of the developer's projections, or \$68.29 per square foot in market value, a total market value of \$12,633,333, and taxable assessed value of \$3,158,333 (again, all here stated in 2012 dollars).

The developer's pro forma assumes annual increases in the value of the property averaging one percent. This is a conservative and very appropriate approach. Despite recent economic conditions in the United States, the Consumer Price Index is virtually certain to increase well over the rate of one percent per year. So the value of the property would not keep pace with inflation. If it does, the tax increments will be higher over time and the ability to pay TIF obligations will be hastened. That said, Development Strategies has chosen not to make adjustments in these growth rate projections because they are acceptable and adequately conservative.

Retail Sales Tax Increment Assumptions

The developer and Development Strategies have made projections of potential retail sales taxes that could accrue to the City of Garden City (1.0% tax rate) as a means to evaluate a potential secondary source of TIF repayment should authorities choose to use it.

The developer assumes that the Phase I retail businesses will achieve taxable sales averaging \$349 per square foot per year (in 2012 dollars), or full operation sales of about \$64.6 million. Development Strategies has determined, in a separate market study, that this assumption is probably low and that the Phase I retailers should be able to achieve taxable sales averaging \$442 per square foot, or full operation sales of about \$81.8 million per year.

Tax increment financing is proposed for the project for a period of 20 years. The developer projects that the first year would see no sales tax increments as construction is underway. The second year would see roughly half of the development completed and operational. The third year would see construction completed. The developer assumes, appropriately enough, that there would be no retail sales in year one. While year 2 would have half of the project completed, retail sales would reach only 35 percent of potential. While year 3 would have the full project completed, retail sales would reach only 70 percent of potential. Full sales potential would be reached in year 4 and all years thereafter.

² Letter of October 21, 2011, from Mark Low, Finney County Appraiser, to Korb W. Maxwell of Polsinelli Shugart.

Development Strategies fully concurs with such assumptions, but also tests the impact of a vacancy rate assumption of seven percent starting in year 4. This adjustment is intended to make the projections a bit more conservative in case full occupancy cannot be achieved or maintained for the 20-year TIF period.

There are no retail sales on the site at present. All subsequent retail sales taxes, therefore, will be net increments.

The developer's pro forma assumes annual increases in taxable retail sales averaging one percent. This is a conservative and very appropriate approach. Despite recent economic conditions in the United States, the Consumer Price Index is virtually certain to increase well over the rate of one percent per year. So the value of the property would not keep pace with inflation. If it does, the tax increments will be higher over time and the ability to pay TIF obligations will be hastened. That said, Development Strategies has chosen not to make adjustments in these growth rate projections because they are acceptable and adequately conservative.

Financial Assumptions

For financial analysis purposes, the developer estimates potential TIF proceeds that could be made available in today's dollars for the project by calculating the net present value (NPV) of the projected future stream of eligible incremental taxes over 20 years. In effect, this is a determination of the amount of money that could be borrowed today and amortized (interest and principal) using the projected incremental taxes. The developer makes three key assumptions in this regard, all of which are rational and reasonable:

- a. The discount rate for the NPV calculation is 4.00 percent per year. Of course, the effective discount rate cannot be determined at this time and will be subject to changing economic and market forces over the period of the TIF. A lower discount rate would increase the potential TIF proceeds, a higher effective rate would decrease potential TIF proceeds.
- b. The coverage ratio for the TIF debt obligations is 1.10, or 110 percent. This means that the financiers will require annual income to pay debt equivalent to 110 percent of the annual debt obligation. This is potentially a relatively low assumption if the entirety of the eligible TIF costs are attempted to be financed in such a manner, but may be an appropriate coverage ratio for the portion for which real estate tax increments are dedicated. In effect, financiers can be assured that the property taxes, by statute, will pay debt obligations. Other sources of revenue to pay TIF debt above and beyond the real estate tax increments of the Project are likely to be less certain and some, such as use of the City's sales tax, will require annual appropriations in the City's budget, a factor that increases risks to financiers and which could increase coverage ratio requirements.
- c. Costs to issue and obtain the TIF proceeds will be equivalent to 14 percent of the amount determined after the debt coverage ratio is applied. These are costs typically associated with necessary consulting fees as well as fees captured by financial advisers and bond counsel.

Developer's TIF Projections

The following table details the developer's projections of TIF proceeds based on the assumptions described above. Note that there are no TIF revenues generated in year 1. But the TIF period starts in year 1, so NPV calculations are based on the full 20-year period, thus accounting for no cash available for debt reduction in the first year.

Note also that, because the Project is a retail development, projected TIF proceeds from the 1.0 percent City sales tax are also listed. But these proceeds are not yet to be relied upon as a source of debt payment or other forms of paying for TIF-eligible costs. They are shown here to illustrate the scale of a possible secondary source of TIF payments.

Moreover, the sales tax increments shown on this table are based on the developer’s projected retail sales which are less than the sales projections determined by Development Strategies in the separate market report, as noted earlier.

The Real Estate Tax Increment, which would be committed to TIF obligations, would yield \$4,822,067 in net bond proceeds, payable from projected tax increments. This represents about 26 percent of TIF-eligible costs described earlier.

Table 2: Developer Projections of Real Estate and Sales Tax Increments							
TIF YEAR	BASE ASSESSED VALUE	PROJECTED ASSESSED VALUE	BASE SALES	PROJECTED SALES (TIF)	REAL ESTATE TAX INCREMENT	SALES TAX INCREMENT	TOTAL TIF REVENUE
1	\$ 24,307	\$ 24,307	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ 24,307	\$ 1,864,583	\$ -	\$ 22,597,750	\$ 234,100	\$ 225,978	\$ 460,077
3	\$ 24,307	\$ 3,729,167	\$ -	\$ 45,195,500	\$ 471,291	\$ 451,955	\$ 923,246
4	\$ 24,307	\$ 3,766,458	\$ -	\$ 64,565,000	\$ 476,035	\$ 645,650	\$ 1,121,685
5	\$ 24,307	\$ 3,804,123	\$ -	\$ 65,210,650	\$ 480,827	\$ 652,107	\$ 1,132,933
6	\$ 24,307	\$ 3,842,164	\$ -	\$ 65,862,757	\$ 485,666	\$ 658,628	\$ 1,144,293
7	\$ 24,307	\$ 3,880,586	\$ -	\$ 66,521,384	\$ 490,553	\$ 665,214	\$ 1,155,767
8	\$ 24,307	\$ 3,919,392	\$ -	\$ 67,186,598	\$ 495,490	\$ 671,866	\$ 1,167,356
9	\$ 24,307	\$ 3,958,586	\$ -	\$ 67,858,464	\$ 500,476	\$ 678,585	\$ 1,179,060
10	\$ 24,307	\$ 3,998,171	\$ -	\$ 68,537,049	\$ 505,511	\$ 685,370	\$ 1,190,882
11	\$ 24,307	\$ 4,038,153	\$ -	\$ 69,222,419	\$ 510,597	\$ 692,224	\$ 1,202,822
12	\$ 24,307	\$ 4,078,535	\$ -	\$ 69,914,643	\$ 515,734	\$ 699,146	\$ 1,214,881
13	\$ 24,307	\$ 4,119,320	\$ -	\$ 70,613,790	\$ 520,922	\$ 706,138	\$ 1,227,060
14	\$ 24,307	\$ 4,160,513	\$ -	\$ 71,319,928	\$ 526,163	\$ 713,199	\$ 1,239,362
15	\$ 24,307	\$ 4,202,118	\$ -	\$ 72,033,127	\$ 531,455	\$ 720,331	\$ 1,251,786
16	\$ 24,307	\$ 4,244,140	\$ -	\$ 72,753,458	\$ 536,801	\$ 727,535	\$ 1,264,335
17	\$ 24,307	\$ 4,286,581	\$ -	\$ 73,480,993	\$ 542,200	\$ 734,810	\$ 1,277,009
18	\$ 24,307	\$ 4,329,447	\$ -	\$ 74,215,803	\$ 547,652	\$ 742,158	\$ 1,289,811
19	\$ 24,307	\$ 4,372,741	\$ -	\$ 74,957,961	\$ 553,160	\$ 749,580	\$ 1,302,740
20	\$ 24,307	\$ 4,416,469	\$ -	\$ 75,707,540	\$ 558,722	\$ 757,075	\$ 1,315,798
TOTALS					\$ 9,483,356	\$ 12,577,548	\$ 22,060,904
NET PRESENT VALUE		4.00%			\$ 6,167,761	\$ 8,110,914	\$ 14,278,675
Gross Bond Proceeds (NPV of Revenue Divided by DSCR)				110%	\$ 5,607,055	\$ 7,373,559	\$ 12,980,614
Less: Bond Issuance				14%	\$ (784,988)	\$ (1,032,298)	\$ (1,817,286)
Net Bond Proceeds					\$ 4,822,067	\$ 6,341,260	\$ 11,163,328

If the sales tax increments as projected by the developer are utilized as a supplemental source of TIF cost reimbursement, another \$6,341,260 could be supported under a debt obligation using the same financing assumptions. This would represent another 35 percent of eligible TIF costs.

Development Strategies Suggested Adjustments to TIF Projections

Development Strategies concurs with most assumptions made by the developer but offers some “risk assessment” adjustments as an alternative to the developer’s projections. The results of these adjustments are shown on the next table, and include:

- Reduction in assumed market and assessed value from the upper end of the market value suggestion of the County Appraiser to the midpoint of the Appraiser’s suggested range. This has the effect of lowering the net bond proceeds from the real estate tax to \$4,079,268, or about 22 percent of TIF-eligible costs.

- Increase in the assumed retail sales potential of the project from a weighted average of \$349 per square foot to \$442 per square foot. Then an assumed vacancy rate of 7.0 percent starting in year 4 was applied, thus reducing the potential sales during years 4 through 20. The combined effect of these two adjustments is to raise the net bond proceeds from the sales tax to \$7,511,990, or 41 percent of TIF-eligible costs.

Table 3: Development Strategies Projections of Real Estate and Sales Tax Increments							
TIF YEAR	BASE ASSESSED VALUE	PROJECTED ASSESSED VALUE	BASE SALES	PROJECTED SALES (TIF)	REAL ESTATE TAX INCREMENT	SALES TAX INCREMENT	TOTAL TIF REVENUE
1	\$ 24,307	\$ 24,307	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ 24,307	\$ 1,579,167	\$ -	\$ 28,622,484	\$ 197,792	\$ 286,225	\$ 484,017
3	\$ 24,307	\$ 3,158,333	\$ -	\$ 57,244,968	\$ 398,676	\$ 572,450	\$ 971,126
4	\$ 24,307	\$ 3,189,917	\$ -	\$ 76,054,029	\$ 402,694	\$ 760,540	\$ 1,163,234
5	\$ 24,307	\$ 3,221,816	\$ -	\$ 76,814,569	\$ 406,752	\$ 768,146	\$ 1,174,898
6	\$ 24,307	\$ 3,254,034	\$ -	\$ 77,582,715	\$ 410,850	\$ 775,827	\$ 1,186,677
7	\$ 24,307	\$ 3,286,574	\$ -	\$ 78,358,542	\$ 414,990	\$ 783,585	\$ 1,198,575
8	\$ 24,307	\$ 3,319,440	\$ -	\$ 79,142,127	\$ 419,171	\$ 791,421	\$ 1,210,592
9	\$ 24,307	\$ 3,352,634	\$ -	\$ 79,933,549	\$ 423,393	\$ 799,335	\$ 1,222,729
10	\$ 24,307	\$ 3,386,161	\$ -	\$ 80,732,884	\$ 427,658	\$ 807,329	\$ 1,234,987
11	\$ 24,307	\$ 3,420,022	\$ -	\$ 81,540,213	\$ 431,966	\$ 815,402	\$ 1,247,368
12	\$ 24,307	\$ 3,454,223	\$ -	\$ 82,355,615	\$ 436,316	\$ 823,556	\$ 1,259,872
13	\$ 24,307	\$ 3,488,765	\$ -	\$ 83,179,171	\$ 440,710	\$ 831,792	\$ 1,272,502
14	\$ 24,307	\$ 3,523,653	\$ -	\$ 84,010,963	\$ 445,148	\$ 840,110	\$ 1,285,258
15	\$ 24,307	\$ 3,558,889	\$ -	\$ 84,851,073	\$ 449,631	\$ 848,511	\$ 1,298,141
16	\$ 24,307	\$ 3,594,478	\$ -	\$ 85,699,583	\$ 454,158	\$ 856,996	\$ 1,311,154
17	\$ 24,307	\$ 3,630,423	\$ -	\$ 86,556,579	\$ 458,730	\$ 865,566	\$ 1,324,296
18	\$ 24,307	\$ 3,666,727	\$ -	\$ 87,422,145	\$ 463,349	\$ 874,221	\$ 1,337,570
19	\$ 24,307	\$ 3,703,394	\$ -	\$ 88,296,366	\$ 468,013	\$ 882,964	\$ 1,350,977
20	\$ 24,307	\$ 3,740,428	\$ -	\$ 89,179,330	\$ 472,724	\$ 891,793	\$ 1,364,517
TOTALS					\$ 8,022,720	\$ 14,875,769	\$ 22,898,489
NET PRESENT VALUE		4.00%			\$ 5,217,668	\$ 9,608,360	\$ 14,826,028
Gross Bond Proceeds (NPV of Revenue Divided by DSCR)				110%	\$ 4,743,334	\$ 8,734,873	\$ 13,478,207
Less: Bond Issuance				14%	\$ (664,067)	\$ (1,222,882)	\$ (1,886,949)
Net Bond Proceeds					\$ 4,079,268	\$ 7,511,990	\$ 11,591,258

SCHULMAN CROSSING
PHASE I DEVELOPMENT AGREEMENT

THIS SCHULMAN CROSSING PHASE I DEVELOPMENT AGREEMENT (“Agreement”) made and entered into this 6th day of June, 2012, by and between the City of Garden City, a municipal corporation organized according to Kansas law (the “City”) and Schulman Crossing Partners, LLC, a limited liability company organized and existing according to Kansas law (the “Developer”). The City and the Developer are hereinafter collectively referred to as the “Parties” and each a “Party.”

RECITALS

A. The Developer, or its affiliates, is the contract purchaser of certain real property located at the northeast corner of the U.S. Highway 83 Bypass and Schulman Avenue in Garden City, Kansas consisting of 61.3+/- acres of land (the “Property”), as legally described on Exhibit A, attached hereto and incorporated by reference.

B. The Developer seeks to construct upon the Property a commercial development in multiple phases.

C. The Parties agree that construction of the Phase I Project is to their mutual benefit.

D. The City has authority to (i) undertake tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act or K.S.A. 12-1770 et seq. (the “TIF Act”), (ii) provide for financing of acquisition and development of land for economic development purposes, pursuant to Article 12, Section 5 of the Kansas Constitution (the “Home Rule Amendment”), and (iii) provide for the construction and financing of infrastructure in the City pursuant to applicable statutory authority (the “Project Act”).

E. The City and Developer have worked together to develop a plan to provide for constructing and financing certain infrastructure and other costs necessary to develop the Phase I Project.

F. To promote the general and economic welfare of the City and facilitate the Phase I Project the City desires to undertake tax increment financing and to finance certain other costs pursuant to the Home Rule Amendment.

G. On April 17, 2012, the City approved Ordinance No. 2544-2012, which found that the Property was an “eligible area” as defined in the TIF Act and created a redevelopment district (the “District”) including the Property pursuant to the TIF Act.

H. The Developer presented information necessary and assisted in the preparation of a Phase 1 Redevelopment Project Plan for the land shown as Phase 1 of the District on Exhibit B. The City and Developer presented the Phase I Project Plan to the Holcomb-Garden City- Finney

County Planning Commission and on April 26, 2012 the planning commission determined that the Phase I Project Plan is consistent with the comprehensive plan for development of the City.

I. On May 1, 2012 the governing body of the City (i) adopted Resolution No. 2474-2012 setting June 5, 2012 for a public hearing to consider the Phase I Project Plan, (ii) adopted Ordinance No. 2547-2012, authorizing the City to finance the acquisition and improvement of a portion of the land in the District necessary for the Phase 1 Project for economic development purposes, and (iii) adopted Ordinance No.2548-2012 authorizing the City to construct and finance streets, roads, utility extensions and related infrastructure necessary to the District and the Project.

J. In accordance with the TIF Act, the City proposes to adopt an Ordinance authorizing the Phase I Project Plan. The Parties contemplate that additional project plans will be approved for additional phases of development of the Project within the District and that the Parties will enter into subsequent Redevelopment Agreements related to Phase II or additional phases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the City and the Developer state, confirm and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Section” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- F. The Article and Section headings herein are for convenience only and shall not affect the construction of this Agreement.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The resolutions and ordinances of the City introduced or adopted by the City Commission which designate the Redevelopment District, the redevelopment project plan approved by the City for the Redevelopment District, and the provisions of the TIF Act (as defined herein and as amended), are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.2. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement and the following meanings:

“Affiliate” means any entity in which the Developer, individually or as trustee, directly or indirectly, and individually or in the aggregate owns at least 51%.

“Agreement” means this Schulman Crossing Phase I Development Agreement, as amended from time to time.

“Anchor” means Menard, Inc. or an equivalent company acceptable to and approved by the City.

“Anchor Store” means a Menard’s retail store consisting of approximately 160,000 square feet and related retail and commercial uses.

“Anchor Store Site” means that portion of the Project Site described on Exhibit A-2.

“Applicable Law and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

“Certificate of Project Costs” means a certificate relating to Project Costs in substantially the form attached hereto as Exhibit D, which must be submitted to the City to request payment of all Project Costs, whether reimbursed or advanced from the City Obligation Project Fund.

“City” means the City of Garden City, Kansas.

“City Event of Default” means any event or occurrence defined in Section 7.1B of this Agreement.

“City Obligations” means Obligations of the City issued pursuant to the Home Rule Amendment, the Project Act or other applicable statutory authority.

“City Obligations Documents” means the ordinances, resolutions, certificates and related documents authorizing the City Obligations.

“City Obligations Project Fund” means the account or subaccount created by City Obligations Documents, held and administered by the City pursuant to the City Obligations Documents and this Agreement.

“City Representative” means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“City Work” means the “City Work” according to the “City Approved Plans” as those terms are defined in, and otherwise performed in accordance with, the Development and Funding Agreement.

“Developer” means Schulman Crossing Partners, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and its successors and assigns pursuant to Article VII herein.

“Developer Event of Default” means any event or occurrence defined in Section 7.1A of this Agreement.

“Developer Representative” means John Collett or any other Manager of Developer, or such other person or persons designated to act on behalf of the Developer in matters relating to this Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Developer.

“Developer Work” means the “Developer Site Work” according to the “Developer’s Approved Plans” as those terms are defined in, and otherwise performed in accordance with, the Development and Funding Agreement.

“Development and Funding Agreement” means the Development and Funding Agreement between the Developer, the Anchor and the City relating to development of the Anchor Store Site.

“District” or “Redevelopment District” means the redevelopment district created by the City on April 17, 2012 adoption of Ordinance No. 2544-2012, pursuant to the TIF Act and legally described on Exhibit A to this Agreement.

“Event of Default” means a City Event of Default or a Developer Event of Default as defined in Article VIII of this Agreement.

“Excusable Delay” means any delay in the performance of obligations under this Agreement which is beyond the reasonable control and without the fault of the Party affected and which the affected Party may not overcome despite good faith efforts and diligence, caused by damage or destruction by fire or other casualty, strike, war, riot, sabotage, act of public enemies, epidemics, default of another party, freight embargoes, shortage of materials, unavailability of labor, acts of God, including earthquake, adverse weather conditions such as, by way of illustration and not limitation, severe rain, snow or ice storms or below freezing temperatures of abnormal degree or abnormal duration, freezing temperatures that prevent the prudent

installation of concrete or similar materials, tornadoes, floods, or other causes beyond the reasonable control or fault of the affected Party, which shall include but not be limited to any pending or threatened litigation interfering with or delaying the construction of all or any portion of the City Work, Developer Work and/or the issuance of notes, bonds or other obligations by the City to pay costs thereof, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review, environmental regulatory or public health regulatory approvals or permits, or other subdivision, zoning or similar approvals required for the implementation of the TIF Project and consistent with Applicable Law and Authorities and this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Obligations” means special obligation bonds and/or general obligation bonds or notes issued by the City in accordance with the TIF Act and or City Obligations.

“Outlots” means two (2) platted lots, legally described on Exhibit A-3 attached hereto, each located on the Project Site, to be further subdivided and developed for retail and commercial uses, as identified in the Phase I Project Plan, or such other configuration as is approved by the City under this Agreement and its standard zoning, planning and platting procedures.

“Outlots Purchase Price” means the sum of \$850,000 which shall be paid by the Developer into the City Obligation Project Fund in accordance with this Agreement in consideration of the transfer by the City of fee simple title to the Outlots to the Developer, subject to all matters of title and survey applicable to the Outlots, and in “As Is, Where Is” condition.

“Permitted Subsequent Approvals” means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“Phase I Project” means the acquisition of the Project Site, construction of Developer Work and City Work and construction of the Private Improvements, as further described in the Phase I Project Plan.

“Phase I Project Plan” means a redevelopment project plan, attached as Exhibit E hereto, prepared pursuant to the TIF Act and scheduled to be approved an ordinance adopted by the City after public hearing on June 5, 2012.

“Private Improvements” means the construction of the Anchor Store and other commercial buildings to be located on the Outlots, which may include sit down restaurants, a

retail strip center and a stand alone retail store, as more particularly described in the Phase I Project Plan or such other shopping center configuration as permitted under the existing standard zoning, planning, and platting procedures.

“Project Budget” means the budget for the Phase I Project, attached as Exhibit C, as such Project Budget may be modified from time to time by the written agreement of the City and Developer.

“Project Costs” means costs and expenses related to the Phase I Project identified on the Project Budget, but shall not include any penalties incurred by the Developer under the Development and Funding Agreement other than penalties which do not exceed Sixty Thousand Dollars (\$60,000.00) in the aggregate.

“Project Site” means the area within the District to be redeveloped pursuant to this Agreement and the Phase I Project Plan and is legally described on Exhibit A-1.

“Project Schedule” means the Timetable as specified, and determined, in the Development and Funding Agreement.

“Public Financing Sources” includes City Obligations, TIF Bonds and TIF Revenue.

“Purchase and Sale Agreement” means the agreement of that name by and between the Developer and the Anchor, dated April 25, 2012.

“State” means the state of Kansas.

“TIF Act” means the tax increment finance act contained in K.S.A. 12-1770 et seq.

“TIF Bonds” means special obligation bonds, general obligation bonds or general obligation temporary notes issued by the City in accordance with the TIF Act.

“TIF Revenue” means the incremental increase in ad valorem real property taxes generated within the in the TIF Project Area above the ad valorem property taxes generated by levy on the current taxable valuation of the TIF Project area and available under the TIF Act.

“TIF Revenue Fund” means the Schulman Crossing TIF Revenue Fund, created pursuant to the TIF Act and Section 5.1C hereof.

ARTICLE II
PURPOSE OF AGREEMENT
REPRESENTATIONS AND ACQUISITION OF PROJECT SITE

Section 2.1 Purpose of Agreement. The City hereby acknowledges that the completion of the Phase I Project is of significant importance to the City’s economic development goals and further acknowledges that the City has recruited Developer for participating in the development of the Phase I Project for the payment of a Developer fee and to purchase the Outlots for the Outlot Purchase Price.

The District and the Project Site are located at the northeast corner of the U.S. Highway 83 Bypass, Garden City, Kansas, and are legally described on Exhibit A attached hereto. This Agreement is entered into for the purpose of redeveloping the Project Site as described herein and not for speculation in land holding. The Project Site is approximately 27 acres as identified in the Phase I Project Plan and Exhibit A-1 to this Agreement. The Phase I Project Plan proposes the construction of:

- A Menard's retail store consisting of approximately 165,000 square feet and related retail and commercial uses occupying approximately 18.4 acres of the Project Site;
- Buildings and structures to be located on two (2) Outlots occupying approximately 7.7 acres of the Project Site to be used in a manner consistent with the Phase I Project Plan and this Agreement; and
- Other improvements including, but not limited to, acquisition of real property, grading, site work, construction of sidewalks, curb and gutter, landscaping and lighting, parking lots, storm and sanitary sewers, water lines, and utilities.

Section 2.2 Schedule of Performance of Agreement. The financing and development described by this Agreement contemplates that the City will issue its City Obligations to finance acquisition of the Project Site by the City, the City will simultaneously transfer the Anchor Store Site to the Anchor, the Developer will purchase the Outlots from the City, and the Developer will, by construction of the Developer Work, prepare the Project Site for the construction of the Private Improvements.

Section 2.3 Representations of City. The City makes the following representations and warranties which to the best of the City's actual knowledge, are true and correct on the date hereof:

A. *Due Authority*. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the limitations expressed herein or otherwise imposed by law, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions.

B. *No Defaults or Violation of Law*. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which the City is now a party, and do not and will not constitute a default under any of the foregoing.

C. *No Litigation*. To the best of the City's knowledge, there is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against

the City with respect to the Phase I Project or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. *No Default.* No default or City Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.4. Representations of the Developer. The Developer makes the following representations and warranties, which to the best of the Developer's actual knowledge, are true and correct on the date hereof:

A. *Due Authority.* The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which the Developer is now a party, and do not and will not constitute a default under any of the foregoing.

C. *No Litigation.* No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Phase I Project, the proposed Private Improvements, or the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

D. *No Material Change.* The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer which could affect the Developer's ability to perform obligations pursuant to this Agreement.

E. *Governmental or Corporate Consents.* Apart from agreements and consents obtained in connection with the Phase I Project, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement.

F. *No Default.* No default or Developer Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

G. *Approvals.* The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the TIF Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. *Compliance with Laws.* To its actual knowledge, the Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

I. *Other Disclosures.* The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 2.5. *Conditions to the Effective Date of this Agreement.* Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer shall submit the following documents to the City:

A. A copy of the Developer's Articles of Organization and/or Articles of Incorporation, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the Operating Agreement and/or Bylaws of the Developer; and

C. A legal opinion from counsel to the Developer in form and substance acceptable to the City addressing, (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Developer.

Section 2.6. Acquisition of the Phase I Project Site. At the time that this Agreement is executed, Developer represents that Developer or its affiliates, is the contract purchaser of the Project Site and other property within the District. Developer acknowledges that the City has agreed to issue City Obligations to finance the acquisition of the Anchor Store Site by Developer and Developer Work in amounts specified in this Agreement in order to facilitate the construction schedule of the Anchor. The Parties agree that the following transactions must occur simultaneously on or before June 6, 2012, or another date agreed to by the Parties in writing, to permit proceeds of City Obligations to be applied to acquire the Anchor Store Site.

A. The City will issue its City Obligations and deposit the proceeds thereof, less the costs of issuing the City Obligations, in the City Obligations Project Fund.

B. The City will pay for the Project Site from funds made available from the City Obligations Project Fund in the amount shown on Exhibit C.

C. The Developer will purchase the Outlots from the City using Developer funds for the amount of the Outlot Purchase Price, which Developer will wire transfer in immediately available funds to the City prior to acquisition of the Project Site. The Outlot Purchase Price shall at such time be deposited into the City Obligations Project Fund.

D. The City will record any plat approved for the Project Site.

E. The City will transfer the Anchor Store Site to the Anchor for the purchase price of One and No/100 Dollar and other valuable consideration according to the terms of the Purchase and Sale Agreement.

F. The Developer will begin or engage contractors to complete the Developer Work according to the Project Schedule.

G. The City will begin or engage contractors to complete the City Work according to the Project Schedule.

The Parties acknowledge that transfer of the Anchor Store Site to the Anchor pursuant to the Purchase and Sale Agreement is contingent upon satisfaction of multiple contingencies specified in the Purchase and Sale Agreement. The Parties further agree that simultaneous transfer of the Anchor Store Site to the Anchor Store is necessary for the City to approve expenditure of the purchase price of the Anchor Store Site from the City Obligations Project Fund. If the contingencies identified in the Purchase and Sale Agreement are not satisfied or for any other reason the transfer to the Anchor cannot be consummated on June 6, 2012 or another date as the Parties may agree to in writing, the Developer agrees to attempt to acquire extensions to the purchase contracts for the Project Site sufficient to allow satisfaction of any contingencies

necessary to permit simultaneous closing of the transactions described in this Section. The costs of any such extensions shall be Project Costs.

ARTICLE III
CONSTRUCTION AND FINANCING
REIMBURSEMENT OF PROJECT COSTS

Section 3.1. Developer Work.

A. *Developer Work.* The Developer agrees to perform the Developer Work in accordance with this Agreement and the Development and Funding Agreement. The Developer may make draw requests to the City for the payment of the costs of Developer Work from the City Obligations Project Fund (other than the Outlot Purchase Price, which shall not be payable or reimbursable from the City Obligations Project Fund) in accordance with Section 3.4 of this Agreement. The Developer Work shall be performed and constructed by the Developer and any public improvements constructed as part of the Developer Work to be conveyed to the City shall be so conveyed upon completion and acceptance by the City of such public improvements. Subject to Excusable Delays, the Developer agrees that the Developer Work will be performed and completed according to Developer Approved Plans and the Project Schedule as provided in this Agreement and the Development and Funding Agreement.

B. *Private Improvements.* The Development and Funding Agreement contains provisions requiring the Anchor to develop the Anchor Store. The City hereby acknowledge that the determination as to whether to construct any improvements upon the Outlots, as well as the timing of such construction, if any, shall be in the Developer's sole discretion.

Section 3.2 City Work. The City agrees to perform the City Work in accordance with this Agreement and the Development and Funding Agreement. The costs of the City Work will be paid by the City from proceeds of City Obligations and other City funds available to finance such costs. Subject to Excusable Delays, the City agrees the City Work will be performed and completed in accordance with the City Approved Plans and Project Schedule as provided in this Agreement and the Development and Funding Agreement.

Section 3.3. Project Costs Funded by Public Financing Sources. Subject to all the terms, conditions and requirements of this Agreement, and as an incentive for the development of the Phase I Project, including the Private Improvements, the City agrees to pay or reimburse Project Costs identified on Exhibit C from amounts available for that purpose in the amount of \$6,888,334.00 deposited in the City Obligations Project Fund, including the Outlot Purchase Price to be paid by the Developer in accordance with this Agreement and the Development and Funding Agreement. The total amount of such Project Costs paid or reimbursed shall not exceed amounts available in the City Obligations Project Fund without subsequent authorization by the City's governing body. The Developer agrees to use reasonable efforts to generate savings in pursuing the Developer Work and such savings shall be applied: (1) with City's approval, first to other Site Work Costs as described in the Project Budget in which the actual cost exceeds the

estimated cost provided herein, and (2) any remaining balance shall remain in the City Obligations Project Fund for uses agreed upon by the City and Developer prior to the completion of the Phase I Project. Notwithstanding the foregoing, the Development Fee, Construction Administration, Commissions, Legal, Miscellaneous Costs to be paid from the City Obligations Project Fund shall not exceed the estimates specified in the Project Budget and Financing Costs specified in the Project Budget shall not be paid without the prior approval of the City, which approval may be withheld in the sole discretion of the City. The Development Fee shall be paid to the Developer as follows: (1) one-fourth (1/4) upon the acquisition of the Project Site, (2) one-fourth (1/4) when the Building Pad and Graded Store Area (as those terms are defined in the Development and Funding Agreement) are completed and approved by the Anchor, and (3) one-half (1/2) upon the Anchor Store opening for business. So long as no Developer Event of Default shall be outstanding, the Construction Administration fee shown on the Project Budget shall be payable in monthly installments on an “as completed” basis until the completion of the Developer Work. The Developer shall provide the City with documentation of Project Costs and of savings realized or costs overages incurred, as provided in this Agreement and as the City may reasonably request. Cost overages shall be the obligation of Developer to pay unless the City concurs with Developer that the overage was not reasonably avoidable by Developer.

A. Issuance of Obligations.

1. The Parties anticipate that concurrently with the execution of this Agreement, the City will issue City Obligations in the form of the City’s general obligation temporary notes, the proceeds of which, less the costs of issuing such City Obligations, will be applied to pay costs of acquiring the Anchor Store Site, Project Costs and the City Work. Net proceeds of the City Obligations will be deposited in the City Obligation Project Fund and applied to such costs, in the case of the City Work, as provided in the City Obligations Documents, and in the case of Project Costs as provided in Section 3.4. The issuance of the City Obligations is subject to approvals of state and local governments as required by the TIF Act and other applicable laws of the State, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108. The City Obligations are subject to the approving opinion of the City’s bond counsel on matters of legality and the exemption of the interest thereon from gross income for federal and state income tax purposes.

2. The Parties anticipate TIF Bonds may be issued by the City to provide a source of payment and/or reimbursement for Project Costs, and to retire a portion of City Obligations. The issuance of such TIF Bonds is subject to approvals, if any, of state and local governments as required by the TIF Act, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108. The TIF Bonds (i) shall be general obligation bonds or special obligation bonds pursuant to the TIF Act, and (ii) shall be payable, contain terms, and be issued and sold in the manner and for the purposes required by the TIF Act. The TIF Bonds shall be subject to the approving opinion of the City’s bond counsel on matters of legality and the exemption of the interest from gross income thereon from federal and state income taxation. The interest rate on the TIF Bonds shall not exceed a

rate which is competitive at the time of issuance for federally taxable or tax exempt TIF Bonds of similar credit quality. The offering documents for the TIF Bonds will include a feasibility study, satisfactory to the City and underwriter, which indicates that sufficient TIF Revenues will be generated by the Project to pay the principal and interest on the TIF Bonds and projects debt service coverage ratios necessary to market the TIF Bonds. The City will approve the method of marketing the TIF Bonds and may require limitations on the denominations of bonds or types of purchasers. Developer understands that any TIF Bonds issued by the City to finance all or a portion of the Project may, if required by applicable law, be issued on a taxable basis under federal law.

3. Any TIF Bonds issued by the City may be general obligations of the City, if permitted by the TIF Act and if authorized by the City, payable from and secured as to payment of the principal of and interest by a pledge of the revenues in the TIF Revenue Fund, 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, both real and personal, within the territorial limits of the City. Instead of general obligations, TIF Bonds issued by the City may be special obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the available TIF Revenue. Neither the taxing power of the City nor any other revenues of the City (other than the TIF Revenue) will be pledged to the payment of special obligation TIF Bonds. Special obligation TIF Bonds shall not constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

4. The City shall have the right to select the designated bond counsel, financial advisor, bond trustee and underwriter (and such additional consultants as the City deems necessary) for the issuance of any Obligations. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the TIF Act.

5. The Developer agrees to cooperate and provide all necessary information to assist the City and its counsel in the disclosure and preparation of financing documents, offering statements, private placement memorandum and all other documents necessary to issue the TIF Bonds, if any. The Developer will cooperate fully with the City in fulfilling its continuing disclosure obligations as it relates to the Project and the TIF Bonds. The Developer agrees to provide certain ongoing continuing disclosure at it relates to the Project in connection with the TIF Bonds, as determined at the time of issuance of the TIF Bonds and as the same may be thereafter modified.

Section 3.4. Reimbursement/Cost Payment Process.

A. All requests for reimbursement or payment of Project Costs from the City Obligations Project Fund or from a project fund (or other similar fund) established in connection with the issuance of TIF Bonds or other Obligations, shall be made in a Certificate of Project Costs in substantially the form attached hereto as Exhibit D which Certificate shall be signed by the Developer Representative. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, all approvals required by the Development and Funding Agreement and evidence of completion of Developer Work in compliance with the Development and Funding Agreement, or other information reasonably requested by the City to confirm that such costs were incurred, and are Project Costs which, together with previous requests for payments, do not exceed the budgeted amount for the applicable work as shown on the Project Budget. The Developer may submit electronic documentation, provided that original documents are also delivered to the City by mail or delivery. Certificates of Project Costs may be submitted not more frequently than once per month and payment of Project Costs shall occur once per month.

B. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine the supporting documentation and others' records relating to all expenses related to the invoices to be paid to determine that (1) the request constitutes Project Costs; (2) the expense was incurred; (3) no Developer Event of Default is outstanding, and no fact or circumstance exists which upon notice and the passage of time, would ripen into a Developer Event of Default; (4) there is no fraud on the part of the Developer; and (5) if the City has issued Obligations, no payment default on the Obligations shall exist nor any unreimbursed draw on any reserve fund. The City may request and obtain from the Developer and other parties such other information as is reasonably necessary for the City to evaluate compliance with the terms of this Agreement.

C. The City shall have seven (7) business days after receipt of a Certificate of Project Costs and all other documentation referred to in subsections A and B above to review and respond by written notice to the Developer indicating acceptance of the Certificate, disapproving the Certificate, or documenting any deficiency in such Certificate. If the submitted Certificate and supporting documentation are acceptable the City shall approve the Certificate and make, or cause to be made, direct payment of invoices or reimbursement or Project Costs paid by Developer from the City Obligations Project Fund in accordance with Section 3.1 hereof, or the applicable fund established in connection with the issuance of TIF Bonds, in accordance with the payment schedule provided for in subsection A immediately above. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Project Costs, the Developer shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to the City. City shall notify Developer within five (5) business days of the receipt of Developer's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the City shall reimburse the

Developer for any approved Project Costs described in such Certificate, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

Section 3.5. Right to Inspect and Audit. The Developer agrees that, up to one (1) year after a Project Cost is submitted to the City for reimbursement, with reasonable advance notice and during normal business hours, the City shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to such Project Cost (including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such Project Cost).

ARTICLE IV CREATION OF FUNDS; DISBURSEMENTS

Section 4.1. Creation of Fund; Deposit of TIF Revenue. The City shall establish and maintain a separate fund and account known as the Schulman Crossing TIF Revenue Fund (the "TIF Revenue Fund"). All TIF Revenue collected by the City shall be deposited in the TIF Revenue Fund.

All disbursements from the TIF Revenue Fund shall be made only to pay Project Costs allowed under the TIF Act or to make payments on Obligations. The City shall have sole control of the disbursements from the TIF Revenue Fund, subject to the City's other obligations hereunder.

Any surplus amounts of TIF Revenue after all Project Costs have been reimbursed shall be used as determined by the City for any purpose authorized by the TIF Act and laws of the State.

ARTICLE V GENERAL COVENANTS

Section 5.1. Operation of Project. The Project shall be constructed and operated in compliance with all Applicable Laws and Requirements and Seller Approved Plans as defined in the Development and Funding Agreement. The Developer shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Developer Work and the Outlots, including but not limited to, obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses, which shall be Project Costs.

Section 5.2. Taxes, Assessments, Encumbrances and Liens. For that portion of the Project owned by the Developer or any Affiliate, the Developer shall pay or cause to be paid when due all real estate taxes and assessments within the Project. The Developer shall be permitted to contest the validity or amounts of any tax, assessment, encumbrance or lien as permitted by laws of the state of Kansas. The Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the Redevelopment District.

Subject to the Developer's right to contest in good faith any mechanics' liens, as discussed below, the Developer agrees that no mechanics' or other liens shall remain against the Project Site, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. The Developer shall not be in default under this Agreement if mechanics' or other liens are filed or established and the Developer contests in good faith such mechanics' liens, and in such event may permit the items contested to remain undischarged and unsatisfied during the period of contest and appeal from determination of such contest. The Developer agrees to indemnify and hold harmless the City in the event any liens are filed against the Project Site as a result of acts of the Developer, its agents or independent contractors, unless such liens are filed as a result of willful misconduct or negligence by the City or its officers, employees or agents.

Section 5.3. Covenant for Non-Discrimination. The Developer agrees, with respect to this Agreement and the Phase I Project, that it will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin, ancestry or age and further covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin, sexual orientation or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the District, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the District. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the District or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

Section 5.4. Indemnification.

A. The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless, from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and attorneys fees incurred or suffered by or claimed against any of the City Indemnified Parties by any person or entity by reason of injury, death, loss or damage to any person, property, or business which arises or is alleged to have arisen due to the negligence or willful misconduct of the Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Phase I Project. This subsection A shall survive the expiration or termination of this Agreement.

B. City agrees to indemnify and hold harmless the Developer against any loss or expense arising out of any liability imposed by any law, federal or state, upon the Developer, if such liability is a consequence of action of the City in the performance of

City Work. The City's liability for any claims asserted by a person or entity by reason of injury, death, loss or damage to any person, property or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of the City, its officers, agents or employees in connection with the City Work shall be governed by the Kansas Tort Claims Act and other applicable laws of the State.

C. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 5.5. Insurance.

A. During the construction of the Phase I Project, the Developer shall maintain or cause to be maintained builder's risk insurance on the Outlots written on a replacement cost basis and shall maintain insurance as required by the Development and Funding Agreement. During the term of this Agreement the Developer shall maintain worker's compensation insurance pursuant to statutory requirements, commercial general liability insurance insuring against claims for bodily injury, personal injury and property damage in a combined single limit of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate, and umbrella/excess liability insurance in the amount of \$2,000,000. The commercial umbrella/excess liability insurance shall have the same inception and expirations dates as the underlying general liability insurance policies and shall provide coverage no less broad than in the primary policies.

B. All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and, prior to expiration of any such policy, the Developer shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Developer if the Developer provides the City with a certificate from an insurance consultant to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for thirty (30) days prior written notice to the Developer and the City of any cancellation (other than for nonpayment of premium), reduction in amount or material change in coverage.

C. In the event the Developer shall fail to maintain or cause to be maintained the insurance coverage required by this Agreement, the Developer shall promptly notify the City of such event and the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premium for the same; and the Developer agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the statutory rate.

Section 5.6. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the payment or reimbursement of the Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment

or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 5.7. Construction of the Project. The Developer shall have the sole responsibility to contract for the design and construction of the Developer Work and the Outlots, subject to Applicable Laws and Requirements and to the Development and Funding Agreement, as applicable.

Section 5.8. Evidence of Completion.

A. Upon substantial completion of discrete phase of the Developer Work, the Developer shall deliver or cause to be delivered to the City Representative an engineer's certificate certifying that the same has been completed substantially in conformance with the Phase I Project Plan and the plans approved by the City, if evidence of such substantial completion thereof has not been previously provided to the City in the Anchor Completion Certificate.

B. Upon substantial completion of the building improvements on the Outlots, the Developer shall make reasonable efforts to deliver or cause to be delivered to the City Representative a certificate of completion for the Outlot buildings and improvements executed by the architect of record who signed the approved construction plans therefore ("Outlot Completion Certificate"), certifying to the City that the same has been completed substantially in conformance with the Phase I Project Plan, City Ordinance and the plans approved by the City. A certificate of occupancy issued for such improvements may serve as same.

C. For purposes of this Section, "substantial completion" means the point at which the site improvement work or building project, or a designated portion of the site improvement work or building project is sufficiently complete, in accord with the construction contract documents, so that the owner may have beneficial use or may occupy the site improvement work or building project or designated portion thereof for the use for which it is designed and intended, without regard to occupancy permits that may be issuable under applicable law.

Section 5.9. Modifications. The construction of the Phase I Project and the Private Improvements may be modified or revised by written consent of the City and Developer (or the Anchor as applicable) to provide for other improvements generally consistent with the Phase I Project Plan. Substantial changes as defined by the TIF Act may require amendment of the Phase I Project Plan as provided by the TIF Act.

Section 5.10. Public Bidding Not Required. Notwithstanding the fact that certain of the improvements herein, including portions of the Developer Work will be financed or reimbursed in whole or in part with public funding sources and will be deemed public improvements, public bidding for the Phase I Project, and any component thereof, will not be required, however, all

plans for public improvements shall require approval of City staff and comply with stand City inspection and testing requirements. This section shall not apply to City Work.

ARTICLE VI ASSIGNMENT; TRANSFER

Section 6.1. Restriction on Transfer and Assignments. The qualifications and identity of the Developer are of particular concern to the City. It is in part because of the Developer's qualifications and identity that the City has entered into this Agreement with the Developer. Therefore, the Developer shall not assign or transfer all or any of its rights or duties under this Agreement nor convey any portion of the Project Site prior to completion of the Developer Work (except as described below) without the prior written approval of the City (which will not be unreasonably withheld) except for assignments, transfers and conveyances of all or substantially all of Developer's rights and duties under this Agreement and in and to the Project Site to a subsidiary or affiliate which is owned or controlled by the Developer or a majority in owner interest (including Collett & Associates) of its principals or any entity owned or controlled, directly or indirectly, by the Developer or a majority in interest (including Collett & Associates) of its principals ("Permitted Transfer"). In the event of a Permitted Transfer, the Developer shall nonetheless promptly provide advance written notice of the same to the City and shall provide evidence satisfactory to the City that the transferee is an entity described above, so that City consent is not required. Notwithstanding the foregoing, the City agrees to the transfer of the Anchor Store Site to the Anchor, simultaneously with the acquisition of the Project Site as described in Section 2.6 of this Agreement. Notwithstanding the foregoing, no tenant, or pad site owner of a portion of the Project Area, shall be bound by any obligation of Developer or any other obligation hereunder solely by virtue of being a tenant or owner of a portion of the Project Area; provided, however, that no transferee or owner of property within the Project Area except that Developer shall be entitled to any rights whatsoever or claim upon the proceeds of Obligations, or the City Obligations Project Fund or any project fund, or similar funds, established concerning the TIF Bonds or other Obligations, except as specifically authorized in writing by the Developer and consented to in writing in advance by the City, which consent may be given or denied in the discretion of the City.

A. *Transfer of Obligations.* In addition to Permitted Transfers as described in the preceding paragraph, the rights, duties and obligations of the Developer under this Agreement, may be assigned, in whole or in part, to another entity with the prior written approval of the City, which approval shall not be unreasonably withheld following the completion of the Developer Work (prior to such completion, the City may withhold such approval in its sole discretion). Prior to any assignment, the City Attorney shall have verified that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer, as applicable, under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer. The Developer shall not be relieved from any obligations set forth herein or any liabilities arising hereunder unless

and until the City specifically agrees to release the Developer from its obligations under this Agreement. The Developer agrees to record all assignments in the office of the Register of Deeds of Finney County, Kansas, in a timely manner following the execution of such assignments.

B. *Assumptions of Developer Obligations.* The respective obligations of the City and the Developer under this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns (permitted or approved under this Section) of the respective parties, but shall not be automatically binding on successor owners or tenants of the Outlots.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.1. Event of Default

A. *Developer Event of Default.* Subject to Section 8.4 a “Developer Event of Default” shall mean a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement (other than a covenant or agreement; a default in the performance or breach of which is specifically dealt with elsewhere in this Section) or the Development and Funding Agreement, and continuance of such default or breach for a period of thirty (30) days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

B. *City Event of Default.* Subject to Section 8.4 a “City Event of Default” shall mean a default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement; a default in the performance or breach of which is specifically dealt with elsewhere in this Section) or the Development and Funding Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.2. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate this Agreement or terminate the Developer's rights under this Agreement.

2. The City may refuse to make any disbursements of Project Costs to Developer until such Event of Default is cured.

3. The City may pursue any available remedy at law or in equity by suit; action, mandamus, injunction or other legal proceeding to enforce the duties and obligations of the Developer as set forth in this Agreement; to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default. Notwithstanding anything in this Agreement to the contrary, the Developer shall not be liable for any special, punitive or consequential damages.

B. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

C. The exercise by the City of any one remedy shall not preclude the exercise by it; at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived. The rights and remedies contained herein shall be cumulative and in addition to all other rights and remedies available at law or equity.

D. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.3. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer shall have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit; action, mandamus, injunction or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement; to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default. Notwithstanding anything in this Agreement to the contrary, the City shall not be liable for any special, punitive or consequential damages.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived. The rights and remedies contained herein shall be cumulative and in addition to all other rights and remedies available at law or equity.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit such rights in any way. No waiver in fact made by the Developer of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.4. Excusable Delays; Extension of Times of Performance. Neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays and defaults are due to Excusable Delays. Any Party affected by an Excusable Delay shall use diligent effort to remove the cause

or condition of the Excusable Delay and shall notify the other Party as soon as it discovers the cause or condition of Excusable Delay.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer, to which each Party shall reasonably agree at the request of another Party.

Section 7.5. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Finney County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas sitting in Wichita, Kansas.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Development of Project.

A. *Scope*. The Phase I Project shall be developed within and subject to Applicable Law and Requirements, the Preliminary and Final Development Plat for the Phase I Project and the plat for the Project Site, as any of the forgoing may be amended.

B. *Governmental Approvals*. The Phase I Project shall be subject to Governmental Approvals from Governmental Authorities having jurisdiction over the Project.

C. *City Approval of Zoning, Planning, Platting*. The City agrees to consider and act on zoning, planning and platting applications submitted by the Developer related to the Phase I Project in due course and in good faith.

D. *City and Other Governmental Permits*. Before beginning construction or development of any buildings, structures or other work or improvement related to the Project, the Developer shall, at its own expense, secure or cause to be secured any and all Governmental Approvals (excepting Permitted Subsequent Approvals) applicable to such construction, development or work. The City will cooperate with and provide all usual assistance to Developer in securing such permits and approvals and diligently process, review and consider all such permits and approvals as may be required by law.

E. *Rights of Access*. For the purpose of ensuring compliance with this Agreement, representatives of the City shall have the right of access to the Redevelopment District, without charge or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, for the inspection of the work being performed in constructing, improving, repairing and installing the Project. Representatives of the City shall comply with all applicable safety rules in so doing. Except in case of emergency, before making such access, representatives of the City shall make a good faith effort to check in with the Developer's on-site manager. The City representatives shall carry proper identification, shall insure

their own safety and shall not interfere with construction activity, except in the enforcement of Applicable Laws and Requirements.

F. *Local, State and Federal Laws.* The Developer shall carry out the provisions of this Agreement in conformity with all Applicable Laws and Requirements.

G. *Developer Financing During Construction; Mortgage Holders.* Notwithstanding any other provision of this Agreement, the Developer may agree to the imposition of mortgages on the Outlots necessary to secure financing for the construction, acquisition, renovation, improvement, equipping, repair and installation of the Phase I Project and to secure permanent financing thereafter. Nothing contained in this paragraph is intended to permit or require subordination of general property taxes, special assessments or any other statutorily authorized government lien to the payment of such mortgages.

Section 8.2. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement, including any continuing disclosure agreements entered into in connection with any Obligations, and to aid and assist each other in carrying out said terms provisions and intent.

Section 8.3. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 8.4. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.5. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution or ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 8.6. Agreement Controls. The Parties agree that the Phase I Project will be implemented as agreed in this Agreement and with respect to the Anchor Store Site, also as provided in the Development and Funding Agreement. This Agreement and the Development and Funding Agreement specify the rights, duties and obligations of the City and Developer with respect to constructing the Project; the payment of Project Costs and all other methods of

implementing the Phase I Project. Except as otherwise expressly provided herein, this Agreement and the Development and Funding Agreement supersede all prior agreements, negotiations and discussions relative to the subject matter hereof and are a full integration of the agreement of the Parties.

Section 8.7. Conflicts of Interest.

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Phase I Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Phase I Project at any time during or after such person's tenure

Section 8.8. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect for a maximum period not exceeding the term permitted by the TIF Act, commencing on the date hereof and shall automatically terminate on the date any Obligations issued by the City to finance the Phase I Project are deemed paid in full according to their terms.

Section 8.9. Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.10. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the

City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 8.11. Tax Implications. The Developer acknowledges and represents that (i) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (ii) the Developer is relying solely upon its own tax advisors in this regard.

Section 8.12. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of the Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 8.13. Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City of Garden City, Kansas
Attn: City Manager
P.O. Box 499
Garden City, Kansas 67846

With a copy to:

Triplett, Woolf & Garretson, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

To the Developer:

Schulman Crossing Partners, LLC
c/o Collett Properties, Inc.
Attn: John Collett, Mike Robbe
1111 Metropolitan Avenue, #700

Charlotte, North Carolina 28204

With a copy to:

Polsinelli Shughart, PC
Attn: Korb W. Maxwell
700 W. 47th Street, Suite 1000
Kansas City, Missouri 64112

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 8.14. Kansas Law. This Agreement shall be governed by and contained in accordance with the laws of the State of Kansas. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein, the City's obligations under this Agreement are to be construed in a manner that assures the City is at all times in compliance with the Kansas Cash Basis Law and the Kansas Budget Law.

Section 8.15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.16. Recording of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, or a memorandum of agreement, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Finney County, Kansas. This Agreement or memorandum thereof shall be recorded by the Developer at Developer's expense, and proof of recording shall be provided to the City.

Section 8.17. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement is executed by City and Developer effective as to the day and year first above written.

CITY OF GARDEN CITY, KANSAS
a Kansas municipal corporation

[seal]

By _____
David D. Crase, Mayor

ATTEST:

By: _____
Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall Grisell, City Attorney

“CITY”

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

Now on this _____ day of _____, 2012, before me, a notary public in and for said county and state, came David D. Crase and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a Kansas municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Date of Execution: _____ SCHULMAN CROSSING PARTNERS, LLC

By _____
Name (Printed) _____
Title _____ Manager _____

“DEVELOPER”

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Now on this _____ day of _____, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, Manager of Schulman Crossing Partners, LLC, who is personally known to me to be the same persons who executed the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A	Legal Description of the Project Site and District
Exhibit A-1	Legal Description of Project Site
Exhibit A-2	Legal Description of Anchor Store Site
Exhibit A-3	Legal Description of Outlots
Exhibit B	Depiction of Phase I and Phase II
Exhibit C	Project Budget
Exhibit D	Certificate of Project Costs
Exhibit E	Phase I Project Plan

Exhibit A - Legal Description of the Project Site and District

A tract located in the Southeast Quarter of Section 9, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Beginning at the Southeast Corner of 156 Commercial, Phase Four; thence North $89^{\circ}50'25''$ West, 869.90 feet; thence North $70^{\circ}46'13''$ West, 60.00 feet, to the intersection with the East right-of-way line of U.S. Highway 50/83/400; thence South $20^{\circ}45'56''$ West, 942.44 feet, along said right-of-way line; thence South $10^{\circ}45'12''$ West, 508.48 feet, along said right-of-way line; thence South $1^{\circ}24'11''$ West, 867.71 feet, along said right-of-way line, to the South line of said Section 9, also being the centerline of Schulman Avenue; thence South $88^{\circ}17'23''$ East, 1319.27 feet, more or less, along said right-of-way line, to the East line of the West Half of said Southeast Quarter of Section 9, said line being 30.00 feet North of as measured perpendicular to and parallel with the South line of Section 9; thence North $1^{\circ}30'03''$ West, 2243.34 feet, more or less, along said East line, to the to the point of beginning, containing an area of 62.82 acres, more or less.

Exhibit A-1 - Legal Description of Project Site

A tract located in the West Half of the Southeast Quarter of Section 9 Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence North $01^{\circ}24'11''$ East, 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 $10^{\circ}45'12''$ East along the Easterly right-of-way line of US Highway 83 Bypass 12.03 feet; thence South $88^{\circ}38'07''$ East 1318.81 feet to the East line of the West Half of said Southeast Quarter; thence South $01^{\circ}30'03''$ West along the East line of the West Half of said Southeast Quarter 887.53 feet to the Southeast corner of the West Half of said Southeast Quarter; thence North $88^{\circ}17'23''$ West along the South line of said Southeast Quarter 1319.27 feet to the point of beginning, containing 26.77 Acres, more or less.

Exhibit A -2 - Legal Description of Anchor Store Site

Exhibit A -3 - Legal Description of Outlots

Exhibit B - Depiction of Phase I and Phase II

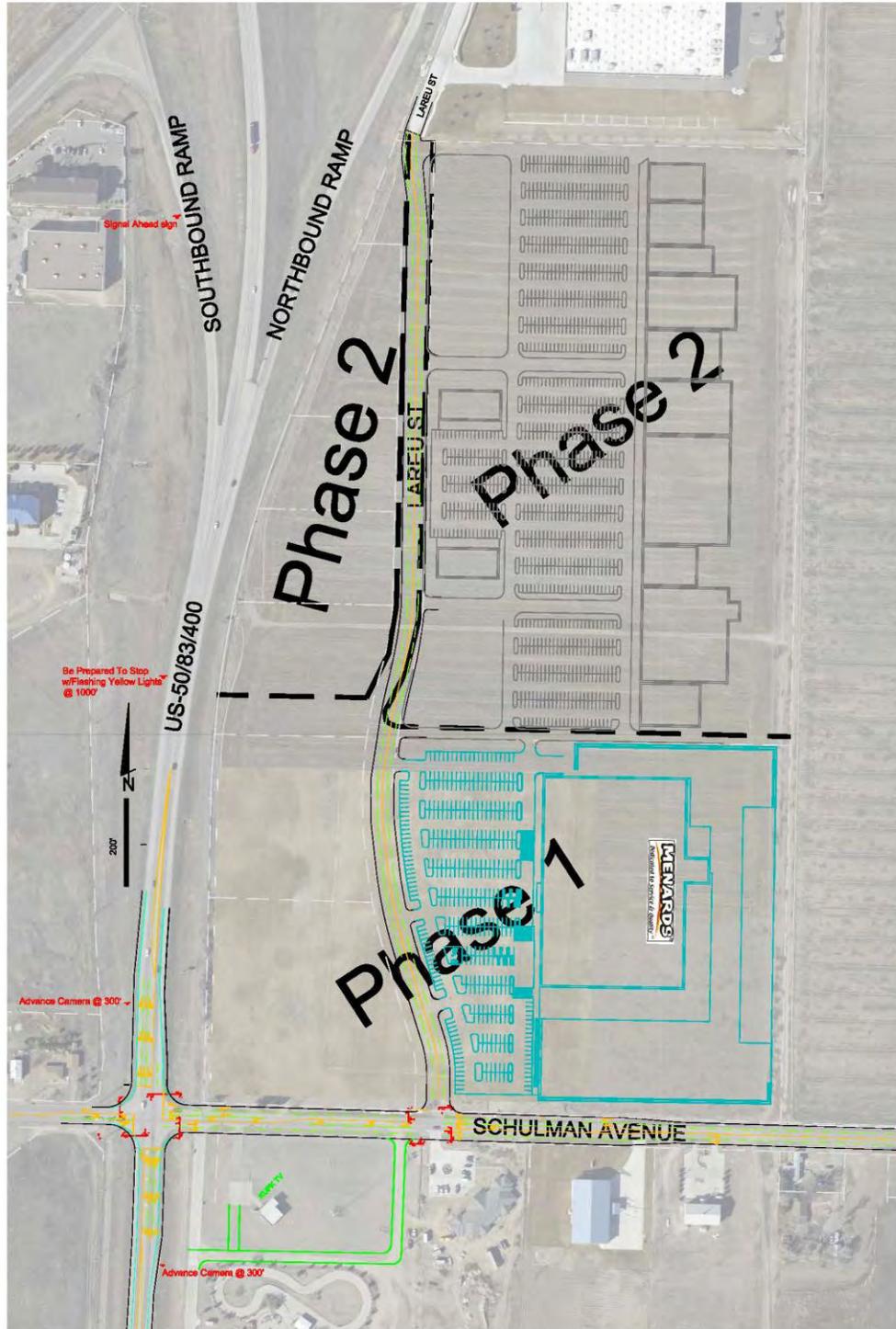


Exhibit C – Project Budget

PHASE I COST ESTIMATES / BUDGET	
DESCRIPTION	COST
<u>ACQUISITION COSTS</u>	
Worf Property	\$ 1,843,712
Worf Option	\$ 50,000
Staats Property	\$ 1,060,000
Trailer Acquisition	\$ 5,000
Closing Costs	\$ 5,000
SUBTOTAL	\$ 2,963,712
<u>SITE WORK</u>	
Phase I Developer Site Work	\$ 1,200,000
1 Pylon Sign	\$ 75,000
SUBTOTAL	\$ 1,275,000
<u>SOFT COSTS</u>	
Architectural & Engineering	\$ 190,000
Geotechnical, Environmental, Construction Testing	\$ 100,000
Taxes, Insurance, Appraisal	\$ 50,000
Legal	\$ 308,000
Survey	\$ 35,000
Construction Administration	\$ 75,000
Commissions	\$ 325,000
Development Fee	\$ 100,000
Miscellaneous	\$ 100,000
Financing Costs	\$ 250,000
Penalties incurred by Developer under the DFA	\$ 60,000
SUBTOTAL	\$ 1,533,000
<u>TOTALS</u>	
Acquisition Costs	\$ 2,963,712
Site Work	\$ 1,275,000
Soft Costs	\$ 1,533,000
SUBTOTAL	\$ 5,771,712
5% CONTINGENCY	\$ 60,750
ADDITIONAL PROJECT CONTINGENCY/SAVINGS	\$ 995,872
SUBTOTAL	\$ 6,888,334
CITY STREET WORK/UTILITIES	\$ 4,797,297
TOTAL	\$ 11,685,631

Exhibit D

CERTIFICATE OF PROJECT COSTS
SCHULMAN CROSSING PHASE I DEVELOPMENT AGREEMENT

To: City Manager; City Engineer
Garden City, Kansas

RE: Schulman Crossing Phase I Tax Increment District/ Phase I Development
Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Schulman Crossing Phase I Development Agreement dated as of May __, 2012 ("Agreement") between the City of Garden City, Kansas and Schulman Crossing Partners, LLC.

In connection with the Agreement, the undersigned Developer Representative hereby certifies as follows:

1. Each item listed in Schedule 1 hereto is a Project Cost and was incurred in connection with the Phase I Project.
2. These Project Costs are payable to the parties shown on Schedule I or have been paid by the Developer and are reimbursable under the Agreement.
3. Itemized invoices, receipts or other evidence of such Project Costs are enclosed.
4. Each item listed in Schedule 1 has not previously been paid or reimbursed from money derived from City Obligations Project Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement and the approved plans for the work.
8. The Developer is not in default or breach of any term or condition of the Agreement or the Development and Funding Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

SCHULMAN CROSSING PARTNERS, LLC
By: Developer Representative

By _____
Name (Printed) _____
Title _____

Approved for payment this ____ day of _____, 20__.

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

Schedule I

City of Garden City, Kansas
 Request for Reimbursement/Payment
 Schulman Crossing Development
 Date:
 RFR #:



The undersigned hereby certifies that (i) the following payments were made and are reimbursable from, or (ii) the accompanying invoices or statements are payable by, the City of Garden City, Kansas in compliance with the Schulman Crossing Developer's Agreement.

REIMBURSABLE TO COLLETT			
VENDOR	INVOICE		AMOUNT
	No.	Date	
Total			

DIRECT PAYMENT TO VENDOR			
VENDOR	INVOICE		AMOUNT
	No.	Date	
Total			
Grand Total			

I do hereby certify that the above is correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the Agreement.

Name: _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Signature</div>	Accepted and Approved: _____ <div style="text-align: center; border-top: 1px solid black; width: 100%;">Steven F. Cottrell, City Engineer Date</div>
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Exhibit E - Phase I Project Plan

To be added June 5

**DEVELOPMENT AND FUNDING AGREEMENT
Garden City, Kansas**

This Development and Funding Agreement (“Development Agreement”) is made and entered into by and between Schulman Crossing Partners, LLC (“Developer”) with an address of 1111 Metropolitan Avenue #700, Charlotte, North Carolina 28204, Menard, Inc., a Wisconsin corporation (“Menard”) with an address of 5101 Menard Drive, Eau Claire Wisconsin 54703, and the City of Garden City, Kansas, a Kansas municipality (the “City”) with an address of 301 N. 8th Street, Garden City, Kansas 67846, (collectively, the “Parties”).

WHEREAS, Developer and Menard entered into a Purchase and Sale Agreement on April 25, 2012 (the “Agreement”) for the purchase and sale of certain real estate located in Garden City, Finney County, Kansas described on the attached Exhibit A in which Menard plans to construct a Menards home improvement store (the “Property”);

WHEREAS, Developer is the contract purchaser of certain real property located in Garden City, Finney County, Kansas, which is described and depicted on the attached Exhibit B (collectively the “Developer’s Parcel”). The Property and the Developer’s Parcel are collectively referred to as the “Shopping Center”;

WHEREAS, the Shopping Center is located in a redevelopment district created by the City pursuant to K.S.A. 12-1770 (the “TIF Act”) and the City has authorized tax increment financing of the Developer’s Site Work as described herein, pursuant to the TIF Act and has entered into a Schulman Crossing Phase I Development Agreement with the Developer (the “City/Developer Development Agreement”) with respect to development of the Shopping Center and payment or reimbursement of certain costs thereof;

WHEREAS, the City has authorized construction of the City Work (defined herein) and issuance of its general obligation bonds or temporary notes to finance the costs of the City Work;

WHEREAS, the City intends to issue its general obligation temporary notes in an amount sufficient to fund acquisition of the Property by Developer, the Developer Site Work and the City Work (each as defined herein) and deposit proceeds of such notes in a project fund to be used for payment of such costs, which fund will held by the City; and

WHEREAS, the Parties wish to memorialize certain obligations of the Parties in regard to the development of the Shopping Center and to assure the availability of funds sufficient to perform these obligations.

NOW, THEREFORE, the parties, for themselves and their successors and assigns, in consideration of their respective undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I – DEFINITIONS

Unless otherwise indicated in this Development Agreement, all capitalized terms defined in the Agreement shall have the same meaning when used herein as when used in the Agreement.

In addition, as used herein, “Excusable Delay” means any delay in the performance of obligations under this Development Agreement which is beyond the reasonable control and without the fault of the Party affected and which the affected Party may not overcome despite good faith efforts and diligence, caused by damage or destruction by fire or other casualty, strike, war, riot, sabotage, act of public enemies, epidemics, default of another party, freight embargoes, shortage of materials, unavailability of labor, acts of God, including earthquake, adverse weather conditions such as, by way of illustration and not limitation, severe rain, snow or ice storms or below freezing temperatures of abnormal degree or abnormal duration, freezing temperatures that prevent the prudent installation of concrete or similar materials, tornadoes, floods, or other causes beyond the reasonable control or fault of the affected Party, which shall include but not be limited to any pending or threatened litigation interfering with or delaying the construction of all or any portion of the City Work or Developer Site Work and/or the issuance of notes, bonds or other obligations by the City to pay costs thereof, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

ARTICLE II – DEVELOPMENT OBLIGATIONS

1. (A) The City shall design and construct, at its sole cost and expense, according to plans and specifications developed by the City and, with respect to road improvements, the City and H.W. Lochner, Inc. (the “City’s Project Engineer”) approved or to be approved by the City and reasonably reviewed by and approved by the Parties, (the “City Approved Plans”) in compliance with applicable City ordinances and this Development Agreement, the work described below in this subsection (the “City Work”). Subject to Excusable Delays, the City Work shall be completed pursuant to the construction schedule attached hereto as Exhibit D (the “Timetable”):

(i) Road improvements as described below:

(a) Construction of Schulman Avenue (4-lane, 53’ back-to-back, with turning lanes) from US-50/83/400 to the east boundary line of the Property, consisting of curb and gutter, 7” concrete pavement, 6’ sidewalks, and related items;

(b) Construction of Lareu Street (4-lane) from Schulman Avenue north to the current terminus at Sam’s Club, consisting of curb and gutter, 7” concrete pavement, 6’ sidewalks, and related items;

(c) Installation of a traffic signal at the intersection of Schulman Avenue and US-50/83/400;

(d) Installation of a traffic signal at the intersection of Schulman Avenue and Lareu Street;

(e) Installation of all street lighting to serve such road improvements;
and

(f) Improvements necessary to permit full access to the Property from US-50/83/400 Bypass and sufficient to serve a fully developed shopping center including a prototypical Menards home improvement store, and include a 4 lane roadway, with 1 through lane for both north and southbound traffic, a left turn lane extending east or west and a right turn lane for east or westbound traffic, with 10' paved shoulders on each side.

(ii) Utility improvements as described below, all provided to the lot line of the Property, with capacities sufficient to serve a prototypical Menards store:

(a) Storm water transmission with capacities sufficient to serve a prototypical Menards store;

(b) Storm sewer with capacities sufficient to serve a prototypical Menards store;

(c) Sanitary sewer with capacities sufficient to serve a prototypical Menards store;

(d) Water in sufficient capacity for Menard's intended use of the Property (including fire suppression requirements subject to Menard's obligation to install any required fire pump within Menard's building);

(e) Electrical with capacities sufficient to serve a prototypical Menards store; and

(f) Relocation of an existing gas line on the East side of the Shopping Center.

(B) Pursuant to Section 31 of the Agreement as well as the Parties' further understandings herein, the Developer shall design and construct or cause the construction, at its sole cost and expense, is responsible for and agrees to complete or cause the completion of the work described in this subsection (B) (the "Developer Site Work"). The Developer Site Work shall be completed pursuant to the site plan documents prepared by Tanner Consulting, LLC (the "Developer's Project Engineer") attached hereto as Exhibit C which have been approved by the Parties (the "Developer's Approved Plans"), all pursuant to the construction schedule attached hereto as Exhibit D (the "Timetable"):

(i) Developer shall deliver a building pad on the Property in accordance with Menard's development plans, graded and compacted in accordance with the civil engineering plans mutually agreed upon by the Parties and the geotechnical recommendations of Developer's geotechnical consultant (as reasonably reviewed and approved by Menard in a timely manner so as not to delay Developer's Site Work), including but not limited to removing any vegetative material, topsoil and unsuitable soils and materials as well as grading and compacting the Property to the final sub-grade elevation to a tolerance of ± 0.1 of a foot. Menard shall have the right to have its civil engineer and/or its geotechnical consultant review and/or monitor all aspects of the

grading and compaction to assure that the grading and compaction work is in compliance with the Menard's development plans and geotechnical recommendations of Developer's geotechnical consultant. At its sole cost, Developer shall promptly complete any corrective work recommended by Menard's civil engineer and/or geotechnical consultant; provided, Menard shall cause such consultant to complete its review and provide its recommendation so as not to delay completion of Developer's Site Work. Compaction density in the building footprint areas ("Building Pad") shall be at a minimum of 98% of modified proctor (collectively the "Pad Grading Improvements"). Developer shall also grade and compact the portion of the Property from the proposed sidewalk to the eastern boundary and from the northern boundary to the southern boundary (the "Graded Store Area"). In the event that Developer fails to substantially complete the Building Pad and Graded Store Area on or before August 24, 2012, (1) Developer shall pay Menard a penalty of Five Thousand Dollars and no/100 (\$5,000.00) (which shall not be paid or reimbursed by City under the City/Development Agreement), for each day after August 24, 2012, that the Pad Grading Improvements are not substantially completed, and (2) the Required Opening Date (defined below) shall be automatically extended on a day-for-day basis for each day of delay in the substantial completion of the Building Pad and Graded Store Area beyond August 24, 2012. In the event that Developer fails to deliver said Building Pad and Graded Store Area on or before September 24, 2012, the Required Opening Date (defined below) shall be automatically extended to June 30, 2014.

(ii) On or before September 1, 2012, Developer shall complete all grading and compaction of the remainder of the Property to be performed in accordance with the civil engineering plans mutually agreed upon by the parties and the geotechnical recommendations of Developer's geotechnical consultant (as reasonably reviewed and approved by Menard in a timely manner so as not to delay Developer's Site Work), including but not limited to removing any vegetative material, topsoil and unsuitable soils and materials as well as grading and compacting the Property to the final sub-grade elevation to a tolerance of ± 0.1 of a foot. Menard shall have the right to have its civil engineer and/or its geotechnical consultant review and/or monitor all aspects of the grading and compaction to assure that the grading and compaction work is in compliance with the Menard's development plans and geotechnical recommendations of Developer's geotechnical consultant. At its sole cost, Developer shall promptly complete any corrective work recommended by Menard's civil engineer and/or geotechnical consultant; provided, Menard shall cause such consultant to complete its review and provide its recommendation so as not to delay completion of Developer's Site Work. Compaction density shall be at a minimum of 98% of modified proctor. Developer shall provide adequate soil erosion and soil control measures during grading operations on the Property in conformance with the approved Storm Water Pollution Prevention Plan ("SWPPP") and all applicable laws and regulations. Developer shall maintain said soil erosion and soil control measures until such time as Menard has exclusive control of the Property (collectively, the "Additional Grading Improvements").

(iii) On or before December 31, 2012 (subject to Excusable Delays), the Developer shall construct a pylon sign within the Shopping Center in the location

designated in the Approved Plans and in conformance with design plans mutually approved by the Developer and Menard (the "Pylon Sign").

(iv) On or before October 15, 2012 (subject to Excusable Delays), the Developer shall provide telephone service to the Property at a location approved by Menard;

(v) On or before October 15, 2012 (subject to Excusable Delays), the Developer shall provide gas service to the Property at a location approved by Menard; and

(vi) Subject to Excusable Delays, the Developer shall provide storm water detention on the Property in conformance with the Approved Plans.

2. Subject to the requirements of Article IV, Menard hereby grants Developer and the City and their respective contractors, vendors, consultants, employees and representatives access to and use of the Property until completion of the City Work and Developer Site Work so Developer or the City, as applicable, can complete its portion of the City Work or Developer Site Work as provided herein. In addition, Menard shall use its best efforts to assist Developer and the City in obtaining any information, consents, approvals or authorizations required by Developer or City to complete the City Work or Developer Site Work.

3. Developer or the City, as applicable, shall not cause any scrap building materials, garbage, debris, and other foreign materials to be kept on the Property as a result of the City Work or Developer Site Work and shall promptly remove the same if any such materials are located on the Property as a result of their respective actions or the actions of their authorized agents or contractors.

4. Developer and the City shall use and cause their respective contractors to use their best efforts to assist, coordinate with and otherwise cooperate with any and all general contractors or subcontractors that may be on the Property.

5. The City Work and the Developer Site Work are sometimes referred to herein collectively as the "Site Work."

ARTICLE III – INSPECTION AND COMPLETION OF SITE WORK

1. Developer shall provide Menard with all testing reports generated during the completion of the Developer Site Work, which reports shall be generated as often as commercially reasonable for a project of this scope. Further, Menard's geotechnical consultant shall be permitted to conduct periodic soils testing during the completion of the Developer Site Work at the sole cost and expense of Menard and to the extent and frequency determined necessary by such consultant. If at Menard's sole discretion, Menard or its geotechnical consultant discovers conditions inconsistent with the Developer Approved Plans, then Menard or its geotechnical consultant shall notify Developer, as applicable, of such inconsistencies. Developer shall, at its sole cost and expense, remedy any inconsistencies with the Approved Plans within five (5) days after notice of such inconsistencies from Menard or its consultant is delivered in writing to the

Developer, provided such notice is delivered within ten (10) days following the latest to occur of substantial completion of Developer's Site Work, Menard's receipt of all soils testing results, and Menard's receipt of the As Built Plan as defined below.

2. City and Developer shall notify ("Completion Notice") Menard in writing when it shall have completed a discrete phase of City Work or Developer Work, as applicable. Promptly following a receipt of a Completion Notice, Menard may inspect the work described in the Completion Notice and shall notify the City and Developer within fourteen (14) days following receipt of the Completion Notice of any failure of such work to comply with the City or Developer Approved Plans (a "Defect"). Developer or the City, as applicable, agree to have any Defect so disclosed inspected by the Developer's Project Engineer or the City's Engineer or City Project Engineer, within ten (10) calendar days of receipt of a written objection from Menard's specifying the Defect. If the applicable engineer concurs with Menard concerning the Defect, Developer or the City, as applicable, agrees to cause such Defect to be corrected within ten (10) days after delivery of Menard's notice of such Defect, or, if such Defect cannot be fully corrected within ten (10) days, such period in which such Defect can reasonably be expected to be corrected; provided, the City or Developer, as applicable, has begun correction of such Defect and is diligently pursuing such correction. Promptly after such Defect is corrected, Menard shall reexamine the corrected work and notify the Parties in writing whether the Defect has been corrected. If either Developer's or the City's engineer, as applicable, does not concur with Menard's determination of a Defect or, if the City's or Developer's engineer, as applicable, concurs that a Defect exists but either the City or Developer does not timely correct the Defect as provided in this paragraph, Menard may, at its option, proceed to correct the Defect at its own initial expense. Developer, with respect to Developer's Work or the City, with respect to City Work, shall reimburse Menard for the reasonable cost of such work required to correct the Defect, including all indirect costs such as permits, consultant review, design and recommendations if it is later determined that the Defect identified by Menard actually existed. Developer acknowledges that the City shall not be required to pay for any costs or expenses pursuant to the City/Development Agreement incurred by Developer to correct Developer's Work found to contain a Defect under this Section.

3. Menard shall have the right to remove Developer from construction management responsibility and assume control of the construction of the Developer Site Work in the event the Timetable is not met, or in Menard's good faith reasonable opinion will not be met, as a result of Developer's failure to diligently commence, perform, and complete the Developer Site Work which is not caused by an Excusable Delay is in effect (if Excusable Delay is applicable to such item of Developer Site Work pursuant to Article II Section 1 (B)). If applicable to such item of Developer Site Work pursuant to Article II Section 1 (B), the Timetable shall be amended to allow one additional day to complete work delayed or prevented by an Excusable Delay for each day of such Excusable Delay (if an Excusable Delay is applicable to such item of Developer Site Work pursuant to Article II Section 1 (B)). Subject to the preceding sentence, time is of the essence of every part of this Development Agreement. Upon Menard's assumption and control of the Developer Site Work, Menard agrees to proceed to complete the Developer Site Work with all reasonable dispatch according to the Developer Approved Plan and this Development Agreement. Before exercising this self-help right remedy and assuming control of Developer Site Work, Menard shall provide to Developer and City notice of its intent to do so ("Intent

Notice”), which notice shall include details specifying Developer’s failure to diligently commence or complete the Site Work. Such Intent Notice shall provide Developer or City (but City shall have no obligation to cure such matter) with opportunity to cure Menard’s concerns as described therein no later than ten (10) days after such notice is given. Upon receipt of an Intent Notice the Developer, shall provide written notice to Menard and City within two (2) business days of any corrective action Developer will undertake to cure and correct Menard’s concerns as stated in the Intent Notice and to address the Timetable and Developer shall diligently pursue such corrective actions. In the event Menard assumes performance of all or a portion of Developer Work, Menard shall communicate and cooperate with City to minimize any increase of the costs and expenses of such assumed work and adverse affect on the Timetable .

If Menard delivers an Intent Notice to Developer as described in the preceding paragraph and Developer fails to cure Menard’s concerns within the time specified and Menard declines to assume control of construction of the Developer Site Work within ten (10) days of Developer’s failure to address the Intent Notice, the City, in its sole discretion, shall have the right but no obligation to assume control of construction of Developer Site Work. If the City assume control of Developer Site Work under this provision, the City shall not be construed to have assumed any warranties, penalties or indemnities of the Developer hereunder other than completion of the Developer Site Work according to the Developer’s Approved Plans.

4. Menard shall have the right to remove City from construction management responsibility and assume control of the construction of the City Work in the event the Timetable is not met with respect to such City Work, or in Menard’s good faith, reasonable opinion will not be met, as a result of City’s failure to diligently commence, perform, and complete the City Work which is not caused by an Excusable Delay. The Timetable shall be amended to allow additional time to complete work delayed or prevented by an Excusable Delay. Subject to the preceding sentence, time is of the essence of every part of this Development Agreement. Upon Menard’s assumption and control of the City Work, Menard agrees to proceed to complete the City Work with all reasonable dispatch according to the City Approved Plans and this Development Agreement. Before exercising this self-help remedy and assuming control of the City Work, Menard shall provide to City notice of its intent to do so (“Intent Notice”), which notice shall include details specifying City’s failure to diligently commence or complete the City Work. Such Intent Notice shall provide City with opportunity to cure Menard’s concerns as described therein no later than ten (10) days after such notice is given. Upon receipt of an Intent Notice the City, shall provide written notice to Menard within two (2) business days of the corrective action City will undertake to cure and correct Menard’s concerns as stated in the Intent Notice and to address the Timetable and City will diligently pursue such corrective action.

All Parties may participate in regularly scheduled or special meetings relating to construction of the City Work and Developer Work.

5. Within twenty (20) days after the completion of all aspects of the Developer Site Work and City Work, Developer, at its sole cost and expense, shall provide Menard with a revised topographical survey of the Property (the “As Built Plan”). The As Built Plan shall contain a certification from the Developer’s engineer for the benefit of Menard that the Developer Site Work was performed according to the Approved Plans and a certification from the City’s

engineer or City's Project Engineer for the benefit of Menard that the City Work was performed according to the City Approved Plans. Developer agrees to provide Menard with a one-year guarantee and warranty of the Developer Site Work to Menard as the named beneficiary of said guarantee and warranty. Developer and the City further agree, as applicable, upon written request from Menard and at Menard's sole cost and expense, to pursue any and all claims, based on professional negligence or otherwise, for the benefit of Menard where such claims concern the construction of the Developer Site Work or the City Work, as applicable.

6. Developer shall cause its contractors to provide to Menard a separate warranty for the materials and workmanship of each portion of the Developer Site Work as it relates to the Property.

7. City will require its contractors to provide statutory performance bonds and warranties for each portion of the City Work and will provide Menard with evidence of such bonds and warranties.

ARTICLE IV – WORK STANDARDS, INSURANCE AND INDEMNITY

1. Developer shall complete, or cause to be completed, all Developer Site Work in a good and workmanlike manner and in keeping with all applicable laws, administrative rules, regulations, guidelines, statutes, ordinances, and alike.

2. City shall complete, or cause to be completed, all City Work in a good and workmanlike manner and in keeping with all applicable laws, administrative rules, regulations, guidelines, statutes, ordinances, and alike.

4. Developer shall warrant that it is an independent contractor in relation to Menard and the City and shall agree to indemnify and hold harmless Menard and the City against any loss or expense arising out of any liability imposed by any law, federal or state, upon Menard or the City, as applicable, in consequence of the Developer's performance of the Developer's Site Work, whether such liability to persons or property are claimed to be due to the negligence of Developer, or its contractors, subcontractors, agents, servants, employees, or of any other person. This indemnification shall include but is not limited to actions for damages because of bodily injuries, death, damaged property, liability imposed under CERCLA or other environmental liability, or any other cause of action arising out of or in consequence of the Developer's performance of the Developer's Site Work, including without limitation Developer's failure to fully comply with the requirements of the SWPPP and liens arising from the Developer Site Work. Developer will indemnify and defend Menard and the City against all suits or claims arising out of its performance of the Developer's Site Work regardless of who makes the claim. Further, Developer will defend all such actions at its own expense, including attorney's fees, and will satisfy any judgment rendered against Menard in any such action. This section shall not apply to any loss or expense as described herein arising in consequence of Menard's performance of the Developer Site Work pursuant to its self-help rights described in Section 3 of Article III.

5. City shall agree to indemnify and hold harmless Menard against any loss or expense arising out of any liability imposed by any law, federal or state, upon Menard, if such liability is

a consequence of action of the City in the performance of City Work. The City's liability for any claims asserted by a person or entity by reason of injury, death, loss or damage to any person, property or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of the City, its officers, agents or employees in connection with the City Work shall be governed by the Kansas Tort Claims Act and other applicable laws of the State of Kansas.

6. If during the course of Developer's performance of Developer's Site Work there are any releases of petroleum products or other hazardous materials on the Property by Developer or its contractors or subcontractors, Developer shall immediately contact Menard and the City and the appropriate authorities and shall immediately perform or cause to be performed any cleanup required by applicable laws, rules and regulations due to such release, Any such cleanup costs shall not be paid or reimbursed to Developer by City. If during the course of City's performance of City Work there are any releases of petroleum products or other hazardous materials on the Property by City or its contractors or subcontractors, City shall immediately contact Menard and Developer and the appropriate authorities and shall immediately perform or cause to be performed any necessary cleanup required by applicable laws, rules and regulations due to such release.

7. (A) Prior to commencing any portion of the Developer Site Work, Developer and its contractors shall provide evidence to Menard and City of Workers' Compensation Insurance in compliance with applicable laws and Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 aggregate and \$1,000,000 each occurrence, covering the activities of Developer and its employees, contractors and agents while on the Property. Menard and City shall be named as an additional insured under each policy during the term of this Development Agreement and each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered to Menard and City. This insurance shall be the primary policy for claims arising out of or relating to negligence or willful misconduct in the Developer's performance of the Developer Site Work. Before beginning the Developer Site Work, Developer shall furnish Menard and City with certificates showing compliance with this provision and naming Menard and City as a primary and non-contributory additional insureds as limited above.

(B) Prior to commencing any portion of the City Work, the City and its contractors shall provide evidence of Workers' Compensation Insurance in compliance with applicable laws and Comprehensive general accident and public liability insurance (including coverage for all losses arising from the ownership or use of any vehicle) providing coverage limits of not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law. This insurance shall be the primary policy for claims arising out of or relating to negligence or willful misconduct in the City's performance of the City Work. Before beginning the City Work, City shall furnish Menard with certificates showing compliance with this provision.

ARTICLE V – PROJECT FUND ACCOUNT

1. Developer and the City shall be responsible for 100% of the cost of the Site Work (the “Site Work Costs”) as shown on Exhibit E attached hereto, which Site Work Costs do not include any geotechnical services incurred by Menard for review of the grading and compaction plans (including the Developer’s Approved Plans) and/or monitoring of the grading and compaction work, which costs shall be borne solely by Menard. Developer is responsible for completing the Developer Site Work and the City is responsible for completing the City Work in the manner specified in this Development Agreement. Subject to Section 10 of Article VIII, the City shall be responsible for any additional costs including but not limited to change orders and other unanticipated cost of the Developer Work to the extent agreed upon by the City under the City/Development Agreement and any additional costs for change orders and other unbudgeted cost of City Work, except Menard agrees to reimburse the City upon receiving ten (10) days written notice, for those change orders requested by Menard or unanticipated costs incurred as a result of change orders requested by Menard.

2. The Parties acknowledge that costs of the Site Work and property acquisition costs are to be paid from proceeds of certain general obligation temporary notes to be issued by the City (the “Notes”). The City represents to Developer and Menard that it will complete all procedures legally required for the issuance of the Notes, and that the Notes will be issued no later than the date of closing of Menard’s purchase of the Property. Proceeds of the Notes, will be deposited in a segregated project fund held by the City pursuant to the City’s resolution authorizing issuance of the Notes and dedicated to payment of the City Work, Developer Site Work, costs of acquiring the Property, and costs of issuing the Notes (the “Project Fund”). The Project Fund shall contain funds totaling not less than the estimated Site Work Costs and property acquisition costs, defined herein, plus a 15% contingency. Developer and the City may then make draws on the Project Fund, according to the procedure set forth in Section 3.4 of the City/Developer Agreement, in the case of the costs of Developer Site Work, and according to the City’s resolution authorizing the Notes in the case of costs of City Work, but in the case of the Developer Site Work no more than once every two weeks. Notwithstanding the foregoing, (a) Menard shall be provided a copy of any draw request for Site Work completed on the property and will have seven (7) days to make good faith objections to the use of Project Fund proceeds to pay the draw request, and (b) any draw request shall be accompanied by copies of paid invoices and signed and authenticated conditional or final lien waiver(s), as applicable, from the general contractor and all subcontractors engaged by Developer. If Menard has assumed control of the Developer Site Work pursuant to the self-help rights of Section 3 of Article III, Menard may make draws on the Project Fund according to the procedure set forth in Section 3.4 of the City/Development Agreement to complete the Developer Site Work upon presentation of copies of paid invoices and signed and authenticated conditional or final lien waiver(s), as applicable, from the general contractor and all subcontractors engaged by Menard for such completion, and the Developer and the City hereby waive any right to approve or challenge any request by Menard, except as determined by the City to be necessary to comply with applicable Kansas laws and federal laws and regulations governing the expenditure of public funds, including bond or note proceeds. If Menard has assumed control of the City Work pursuant to the self-help rights of Section 4 of Article III, Menard may make draws on the Project Fund to complete the City Work and the City hereby waives and right to approve or challenge any request by Menard, except as determined by the City to be necessary to (i) ensure the City Work is completed by

Menard according to the City Approved Plans, and (ii) comply with applicable Kansas laws and federal laws and regulations governing the expenditure of public funds, including bond or note proceeds. Menard agrees not to invoice the City or Developer for any type of administrative, overhead, for profit and mobilization expenses unless charged by an independent third party contracted to complete the Site Work in the event it exercises its self help rights pursuant to Section 3 or Section 4 of Article III of this Development Agreement. Any funds remaining in the Project Fund after completion of the Site Work shall be governed by the resolution of the City authorizing the issuance of the Notes and the applicable provisions of the City/Developer Agreement. In the event Menard assumes control of Developer Work as provided above, Developer shall upon demand pay to City all costs and expense incurred by the City due to such assumption, including but not limited to any sums paid to Menard for such work in excess of the costs and expense which would otherwise have been paid for such work if it had been performed by Developer as required hereunder and under the City/Development Agreement. In the event Menard assumes control of the Developer Work hereunder, such event shall constitute a Developer Event of Default under the City/Development Agreement. The Parties acknowledge that issuance of the City's Notes is subject to approvals of state and local governments as required by Kansas law, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108.

3. Developer or the City, as applicable, agrees to provide Menard with prompt, written notice of any material changes to the projected Site Work Costs within five (5) business days of receiving notice of such change.

ARTICLE VI – NOTICE

Any notice, demand, request or other communication which may or shall be given or served by any Party to any other Party shall be deemed to have been given or served three (3) business days following the date the same is deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, sent by facsimile transmission capable of confirming receipt to the number listed below (provided a copy is sent by reputable overnight delivery service such as Federal Express for next business day delivery) or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

To Menard:	Menard, Inc. Attn: Properties Division 5101 Menard Drive Eau Claire, WI 54703 Phone: (715) 876-2928 Fax: (715) 876-5998
To Developer:	Schulman Crossing Partners, LLC John Collett 1111 Metropolitan Avenue #700 Charlotte, North Carolina 28204 Phone: (704) 206-8300 Fax: (704) 335-8654

With a copy to: Korb W. Maxwell
Polsinelli Shughart PC
700 W. 47th Street, Suite 1000
Kansas City, MO 64112
Phone: (816) 753-1000
Fax: (816) 753-1536

To the City: City of Garden City, Kansas
Attn: City Manager
301 N. 8th Street
Garden City, Kansas 67846
Phone: (620) 276-1160
Fax: (620) 276-1169

With a copy to: Mary F. Carson
Triplett, Woolf & Garretson, LLC
2959 N. Rock Road, Ste. 300
Wichita, Kansas 67226
Phone: (316) 630-8100
Fax: (316) 630-8101

The above addresses may be changed at any time by the Parties by notice given in the manner provided above.

The Parties agree that electronically reproduced signatures such as by facsimile transmission are valid for execution or amendment of this Development Agreement and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Development Agreement.

ARTICLE VII – OPENING COVENANT

1. Subject to Excusable Delays, Menard agrees to construct and open to the public for at least one (1) day (“Open”) a fully stocked and fully staffed prototypical Menards store containing approximately 160,000 square feet of floor space (the “Store”) on the Property by December 31, 2013 (the “Required Opening Date”). In addition to extensions of the Required Opening Date as provided in Article II, Section 1 (B) (i) above, the Required Opening Date shall be further extended by the number of days reasonably necessary due to other delays in the Timetable for substantial completion of the other Site Work. Menard shall notify City and Developer if it becomes aware that a delay in the completion of the City and/or Developer Work will result in a delay in the Required Opening Date. In the event Menard fails to Open the Store by the Required Opening Date as extended pursuant to this Development Agreement, City shall have the right to pursue all rights and remedies available at law or in equity, including without limitation, the right to re-acquire the Property from Menard as provided herein below.

2. In the event Menard fails to Open the Store in accordance with this Article VII on or prior to the Required Opening Date, the City may give written notice of such failure to Menard

in accordance with the notice provisions of this Development Agreement and if Menard does not correct such failure within ten (10) days following the delivery date of such notice, Menard shall be in default under subsection 1 above and thereupon the City may exercise any all rights and remedies available at law or equity, including, but not limited to, specific performance, due to such default and upon demand in writing from the City, Menard shall convey (“Conveyance”) the Property and all improvements thereon to the City in accordance with subsection 5 below.

3. The City shall have the right and option (the “Option”) to purchase the Property from Menard in the event Menard fails to Commence Construction (hereafter defined) prior to December 31, 2012 (“Commencement Period”). The City may exercise such Option by giving Menard written notice thereof after expiration of the Commencement Period but prior to the date which is sixty (60) days from and after the last day of the Commencement Period (such 60-day period to be referred to as the “Option Period”). If the City timely exercises its option, the closing of the repurchase shall be held on or before the date which is thirty (30) days after the date the City gives notice to Menard of the exercise of the Option. If, during the Option Period and prior to the City giving notice of its exercise of the Option, Menard shall Commence Construction, the City’s Option to purchase the Property pursuant to this subsection shall automatically terminate. For the purposes of this Development Agreement, the phrase “Commence Construction” shall mean that Menard has (a) a fully executed bona fide construction contract for the construction of the Store and the completion thereof within twelve (12) months from the date of such commencement, and (b) incurred at least Three Hundred Thousand Dollars and no/100 (\$300,000.00) in hard construction costs related to such construction project. Hard construction costs shall consist of the construction of footings, foundations and other building improvements.

4. In the event the City acquires the Property pursuant to the is exercise of the Option or a Conveyance, the “Purchase Price” to be paid by the City shall be One Dollar (\$1.00). The Purchase Price shall be paid in cash or other readily available funds at the Closing (defined hereafter).

5. (A) Prior to the date the Store is Open, Menard agrees not to take any action or inaction which would create or permit an easement, right-of-way (other than utility easements or rights-of-way reasonably required for the operation of the Store), license, lease (other than a lease terminable by the owner of the Property upon thirty (30) days prior written notice given to the tenant), encroachment or other defect that would be revealed on a survey of the Property unless otherwise consented to by the City, which consent shall not be unreasonably withheld or delayed. Upon the City’s exercise of the Option, or the City’s demand for the Conveyance, the City may, at its sole cost and expense, obtain a current survey of the Property (the “New Survey”) prepared by a registered public surveyor or professional engineer. Prior to the Closing, Menard shall remove all easements, rights-of-way, licenses, leases, encroachments and/or other defects which are identified on the New Survey and which were not identified on the Survey provided to Menard under the Purchase Agreement or otherwise consented to by the City, except for such matters permitted above. In the event Menard is unable to remove all such easements, rights-of-way, licenses, leases, encroachments and/or defects prior to the date of the Closing, Menard may extend the date of the Closing for up to fifteen (15) days in order to remove such items.

(B) Except as permitted pursuant to (A) immediately above, Menard agrees not to file or place, or permit to be filed or placed, any leases, licenses, easements, rights-of-way, encumbrances, restrictions or burdens on the Property after the date of the closing of the Purchase Agreement and prior to the date the Store is Open, without the City's prior written consent (all such exceptions to title other than those reflected on the final policy issued to Menard in connection with its purchase of the Property and those consented to by the City in writing to be referred to herein as "Additional Restrictions"). Upon the City's exercise of the Option or the City's demand for the Conveyance, the City shall, at its sole cost and expense, cause the Title Company to issue a title insurance commitment (the "Commitment") for the Property. Prior to the Closing, Menard shall cause the Title Company to remove all Additional Restrictions from the Commitment and the owner's policy to be issued to the City at Menard's sole cost and expense.

(C) It is understood and agreed between the parties hereto that time is of the essence with respect to any transfers contemplated by this Section. The closing of any transfers contemplated under this Article VII (the "Closing") shall take place on or before the date which is thirty (30) days after the City's exercise of the Option or the City's demand for the Conveyance, as applicable (the "Closing Date"). The Closing shall take place in Garden City, Kansas at a mutually agreeable location at a time to be agreed upon by the parties. At the Closing, Menard shall execute and deliver to the City a special warranty deed for the Property, the delivery of which shall convey exclusive possession of the Property to the City, and shall execute any and all documentation reasonably necessary to transfer, convey and assign Menard's rights to the Property to the City. As part of the Closing, such documentation shall be recorded in the office of the Finney County, Kansas register of deeds giving public notice of the Required Opening Date, Option and Conveyance, as reasonably required by the City.

(D) All ad valorem taxes, including installments of special assessments, pertaining to the Property due in the year of the Closing (collectively referred to herein as "Taxes"), shall be adjusted and prorated as of the date of the Closing. Taxes shall be prorated for the tax year in which the Closing occurs on the basis of Taxes actually levied or assessed, or if the Taxes are not known as of the date of the Closing, then such Taxes shall be prorated based on a reasonable estimate thereof. At the Closing, Menard shall pay the City the amount of the Taxes prorated for the period of Menard's ownership during the year in which the Closing Occurs. At such time as the actual amount of the Taxes for the year in which the Closing occurs are known, the City shall notify Menard in writing concerning such actual amount and provide Menard with documentation to support the actual amount of the Taxes. If the estimated Taxes were overstated, the City shall promptly refund the excess estimated Taxes to Menard and if the estimated taxes were understated, Menard shall promptly pay to the City the deficiency. The obligations of the parties to reconcile the estimated Taxes shall survive the Closing. Furthermore, as part of the Closing, Menard shall pay all real estate taxes and special assessments which remain outstanding for any calendar year prior to the year in which the Closing occurs, during which Menard owned the Property.

(E) If Menard should default with regard to its obligations in connection with the Conveyance, and shall fail to cure such default within five (5) days after receipt of the City's

written notice of such default, the City shall be entitled to exercise its rights and remedies to the extent permitted by law or equity, including the right to specific performance of Menard's obligations.

6. Menard acknowledges that the City financed acquisition of the Property by issuing its general obligation Notes and applied proceeds of the Notes to cause the Property to be conveyed to Menard free of cost, to pay costs of Site Work defined herein and to facilitate Menard's construction of the Store in reliance upon Menard's commitment to Open the Store on or prior to the Required Opening Date.

7. Menard shall not transfer the Property, or any portion thereof, until the Store is Open.

8. The provisions of this Article VII shall survive the earlier termination of this Development Agreement.

ARTICLE VIII - MISCELLANEOUS

1. This Development Agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same agreement.

2. Each exhibit attached to and referred to in this Development Agreement is incorporated by reference as though it is set forth in full where referred to herein.

3. This Development Agreement and all documents executed and delivered as part of the Closing will be governed by the laws of the State of Kansas without regard to conflicts of laws principles. Any legal action brought by any party against any other party under this Development Agreement shall be submitted for trial exclusively before the District Court for the 25th Judicial District in Finney County, Kansas or the United States District Court in Sedgwick County, Kansas. The parties consent and submit to the exclusive jurisdiction of such court and agree to accept service of process outside the State of Kansas in any matter submitted to such court in connection with this Development Agreement or any document executed and delivered as part of the Closing.

4. Intentionally omitted.

5. Nothing contained in this Development Agreement shall be deemed or construed, either by the Parties or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Menard and Developer or between Menard and City.

6. This Development Agreement may only be amended by a writing duly authorized and signed by all of the Parties.

7. No Party to this Development Agreement shall assign this Development Agreement nor delegate its obligations under this Development Agreement to any third party, other than to a party controlled by, controlling or under common control with the assigning party, except that assignment

may occur with the all Parties consent. "Control" shall mean the power to direct the management and policies of the party in question. This restriction on assignment shall not apply to task assigned by Developer or City to contractors for completion of all, or any part, of the Developer Site Work or City Work provided Developer remains responsible for the Developer Site Work or City remains responsible for the City Work. Any assignment permitted hereunder shall be effective upon an unqualified assumption of by the assignee of all obligations under this Development Agreement and the delivery of such assignment and assumption instrument to other Parties. No assignment shall relieve the assignor of its liabilities and obligations hereunder.

8. If any provision or portion of this Development Agreement is deemed invalid, unenforceable, or null and void, the remainder shall be deemed invalid, unenforceable or null and void only to the extent of such provision, without invalidating the remainder of this Development Agreement.

9. A memorandum or notice of this Development Agreement in a form as shall be mutually agreed upon by the Parties shall be recorded with the Register of Deeds of Finney County, Kansas, not later than ten (10) days after full execution of this Agreement or the date of closing of Menard's purchase of the Property, whichever is later.

10. It is the intent of the Parties that the provisions of this Development Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein, the City's obligations under this Development Agreement are to construed in a manner that assures the City is at all times in compliance with the Kansas Cash Basis Law and Kansas Budget Law.

11. Any amendment to this Agreement shall not be binding on any of the Parties unless the amendment is in writing, is duly authorized and is duly executed by the Parties.

12. Subject to the rights and obligations of Developer and City under the City/Development Agreement, the Developer and Menard under the Purchase Agreement, this Development Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties shall be of any force or effect.

13. The terms defined in this Development Agreement shall include the plural as well as the singular. Article and Section headings in this Development Agreement are for convenience only and shall not effect the construction of this Development Agreement.

14. In the event any party shall become affected by an Excusable Delay, such Party shall give written notice thereof to the other Parties which notice shall specify the basis of the Excusable Delay; the efforts being expended to remove such Excusable Delay; and shall use good faith, diligent effort to remove the Excusable Delay as soon as reasonably possible.

15. Subject to any provisions herein which are specifically designated to survive the expiration or earlier termination of this Development Agreement, the term of this Development Agreement shall expire upon the completion of the Site Work and delivery of the Property to

Menard as herein required, after which time, none of the Parties shall have any further rights or obligations hereunder.

16. Time is of the essence of this Development Agreement, and the Parties hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however that if the date for performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state of Kansas, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended to the next business day.

[Signatures Appear on Next Page]

DEVELOPMENT AGREEMENT

Signature Page of Developer

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON: SCHULMAN CROSSING PARTNERS, LLC

This _____, 2012 By _____

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____, 2012, before me, a Notary Public within and for this County and State, personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of Schulman Crossing Partners, the limited liability company named in the foregoing instrument, and that this instrument was signed on behalf of the company by authority thereof and that said _____ acknowledged this instrument to be the free and voluntary act and deed of Schulman Crossing Partners, LLC.

Notary Public, _____ County
My Commission Expires: _____

DEVELOPMENT AGREEMENT

Signature Page of the City

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON: CITY OF GARDEN CITY, KANSAS

This _____, 2012 By _____

Attest:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

Now on this _____ day of _____, 2012, before me, a notary public in and for said county and state, came David D. Crase and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a Kansas municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

DEVELOPMENT AGREEMENT

Signature Page of Menard

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON: MENARD, INC.

This _____, 2012 By _____
Theron Berg
Real Estate Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this _____, 2012, before me, a Notary Public within and for this County and State, personally appeared Theron Berg, to me personally known, who, being by me duly sworn did say that he is the Real Estate Manager of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation by authority of its Board of Directors and that Theron Berg, Real Estate Manager acknowledged this instrument to be the free and voluntary act and deed of Menard, Inc.

Notary Public, Eau Claire County
My Commission is permanent.

EXHIBIT A

Legal Description of the Property

The Property or Menard Parcel:

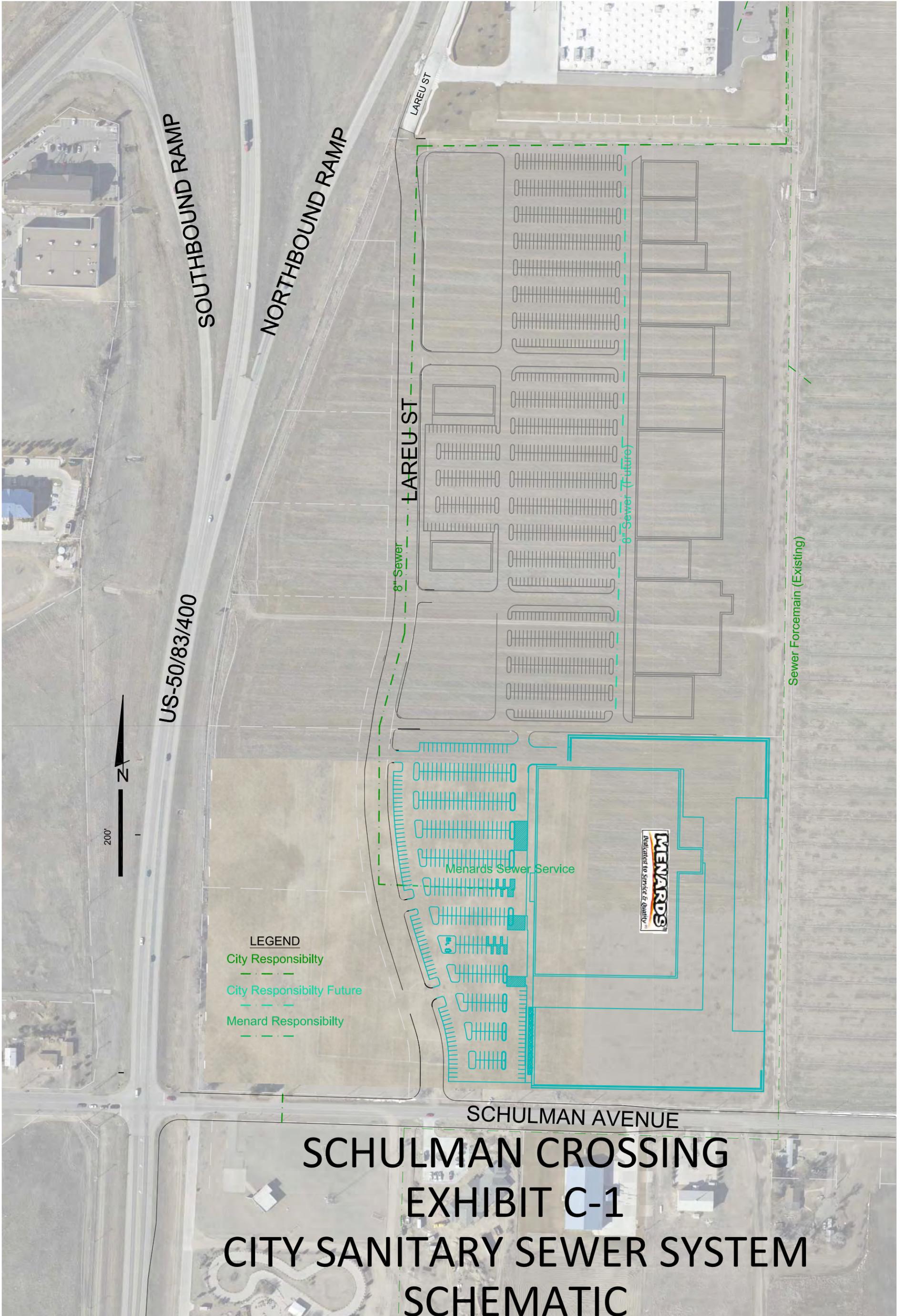
EXHIBIT B

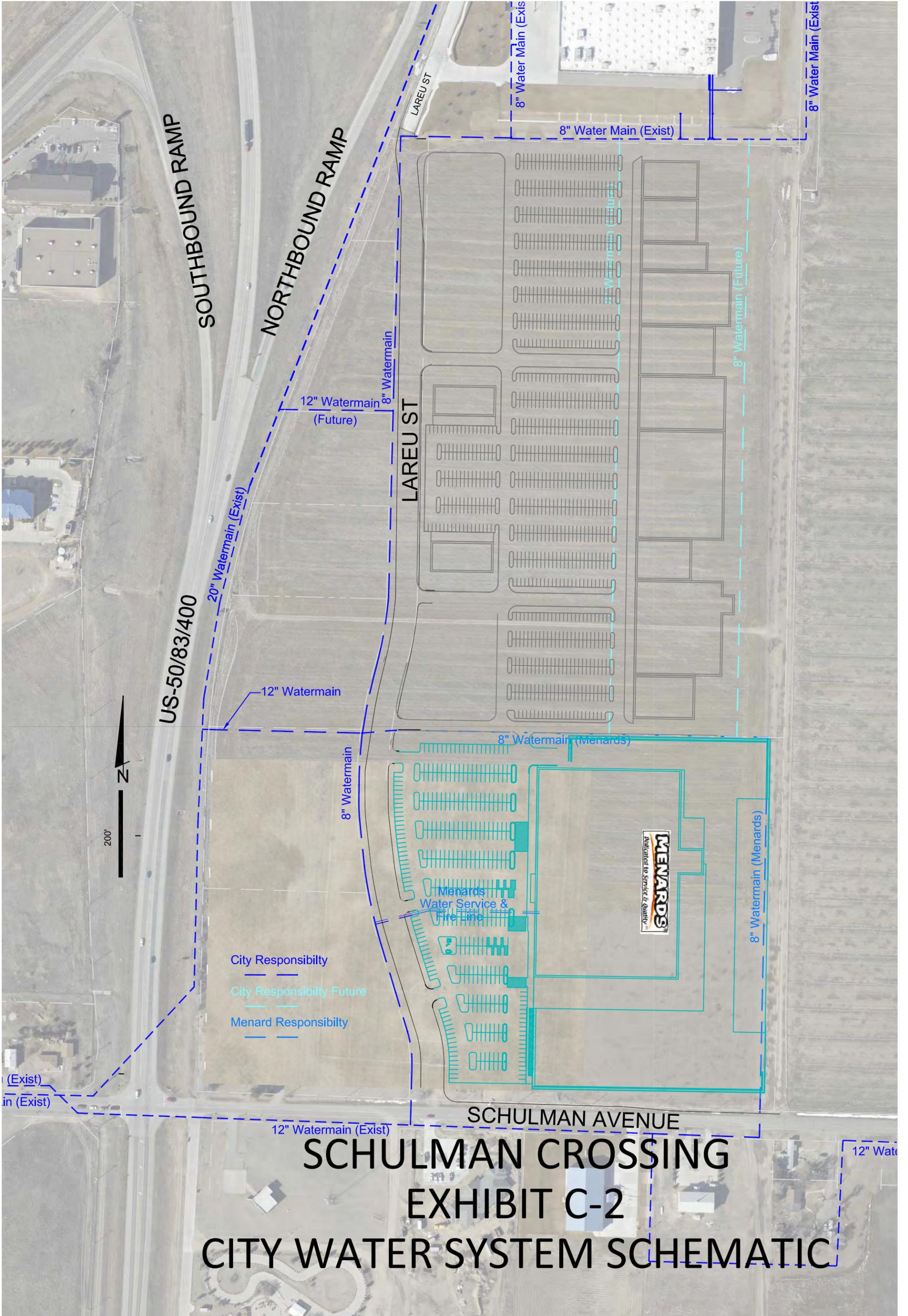
Legal Description of the Developer's Parcels

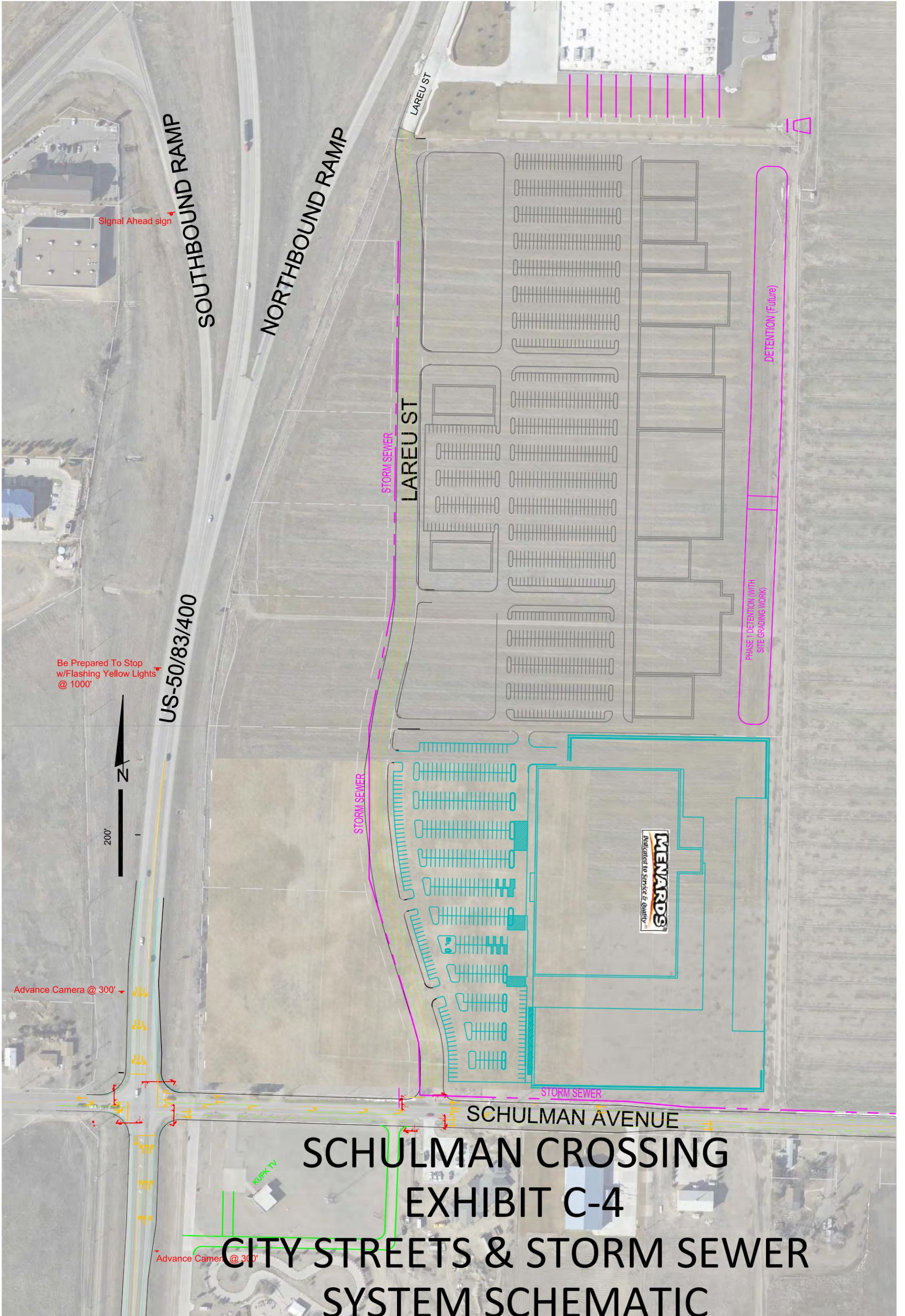
EXHIBIT C

The Approved Plans

EXHIBIT C-1	CITY SANITARY SEWER SCHEMATIC
EXHIBIT C-2	CITY WATER SYSTEM SCHEMATIC
EXHIBIT C-3	CITY ELECTRIC SCHEMATIC
EXHIBIT C-4	CITY STREETS & STORM SEWER SCHEMATIC
EXHIBIT C-5	SCHULMAN CORNERS EARTH CHANGE PERMIT – BID SET ISSUED 4/20/2012, Y TANNER CONSULTING, LLC







SOUTHBOUND RAMP

NORTHBOUND RAMP

US-50/83/400

LAREU ST

SCHULMAN AVENUE

SCHULMAN CROSSING
EXHIBIT C-4

CITY STREETS & STORM SEWER
SYSTEM SCHEMATIC



Signal Ahead sign

Be Prepared To Stop
w/Flashing Yellow Lights
@ 1000'

Advance Camera @ 300'

Advance Camera @ 300'

STORM SEWER

STORM SEWER

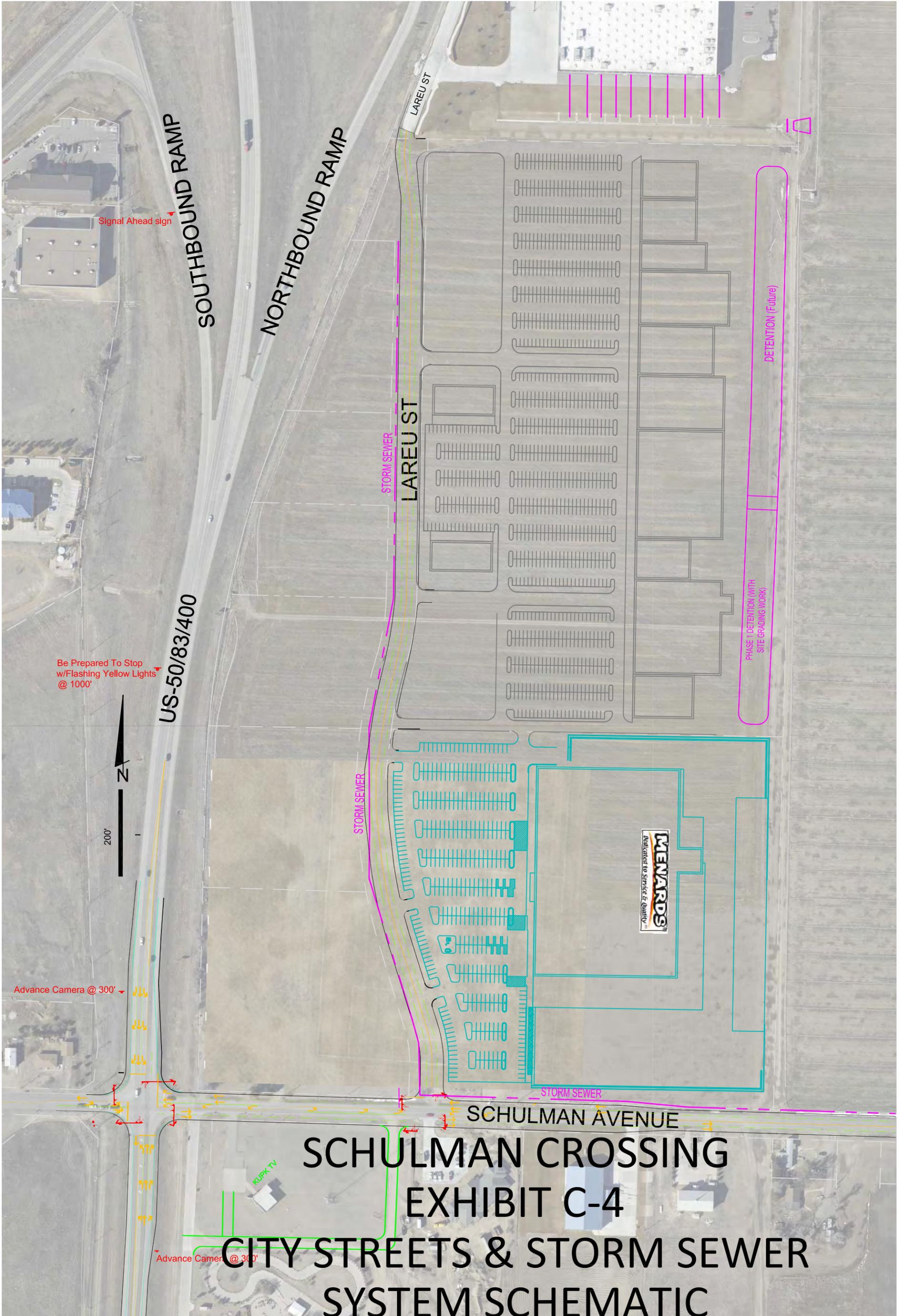
STORM SEWER

DETENTION (Future)

PHASE I DETENTION (WITH
SITE GRADING WORK)



KUPK-TV



SOUTHBOUND RAMP

NORTHBOUND RAMP

US-50/83/400

LAREU ST

SCHULMAN AVENUE

SCHULMAN CROSSING EXHIBIT C-4

CITY STREETS & STORM SEWER SYSTEM SCHEMATIC

Signal Ahead sign

Be Prepared To Stop
w/Flashing Yellow Lights
@ 1000'

Advance Camera @ 300'

Advance Camera @ 300'



KUPK-TV

STORM SEWER

STORM SEWER

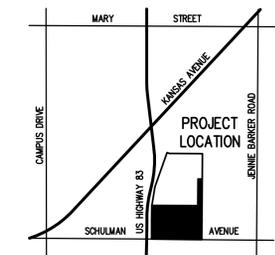
STORM SEWER

DETENTION (Future)

PHASE I DETENTION (WITH
SITE GRADING WORK)



Scale: 1"=100'



Vicinity Map

Index

SHEET NAME	SHEET#
BOUNDARY AND EXISTING TOPO	EC1
PLAT VIEW	EC2
EROSION CONTROL PLAN	EC3
GRADING PLAN EAST	EC4
GRADING PLAN WEST	EC5
RETAINING WALL DETAILS	EC6
LIFT STATION DETAILS	EC7

General Notes

- 1.1 TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PROVIDED BY ALPHA LAND SURVEYS, INC. ONE EAST NINTH AVENUE HUTCHINSON, KS 67502 PH: (620)728-0012
- 1.2 WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF GARDEN CITY, KANSAS UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.
- 1.3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WORK ORDERS AND PERMITS FROM THE CITY, INCLUDING PROVISION OF BONDS AND INSURANCE AS REQUIRED.
- 1.4 THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.
- 1.5 ONE-TIME CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER. ANY RE-STAKING WILL BE REQUESTED AND PAID FOR BY THE CONTRACTOR.
- 1.6 TESTING SHALL BE PROVIDED BY THE OWNER. ANY FAILING TESTS SHALL BE RETESTED AT THE CONTRACTOR'S EXPENSE FOLLOWING CORRECTIVE ACTIONS.

BID SET
NOT FOR CONSTRUCTION



TANNER CONSULTING, LLC KANSAS CERTIFICATE OF AUTHORIZATION NUMBER E-1311 EXP. DATE: 12/31/2013

"SCHULMAN CORNERS"
Earth Change Permit Set

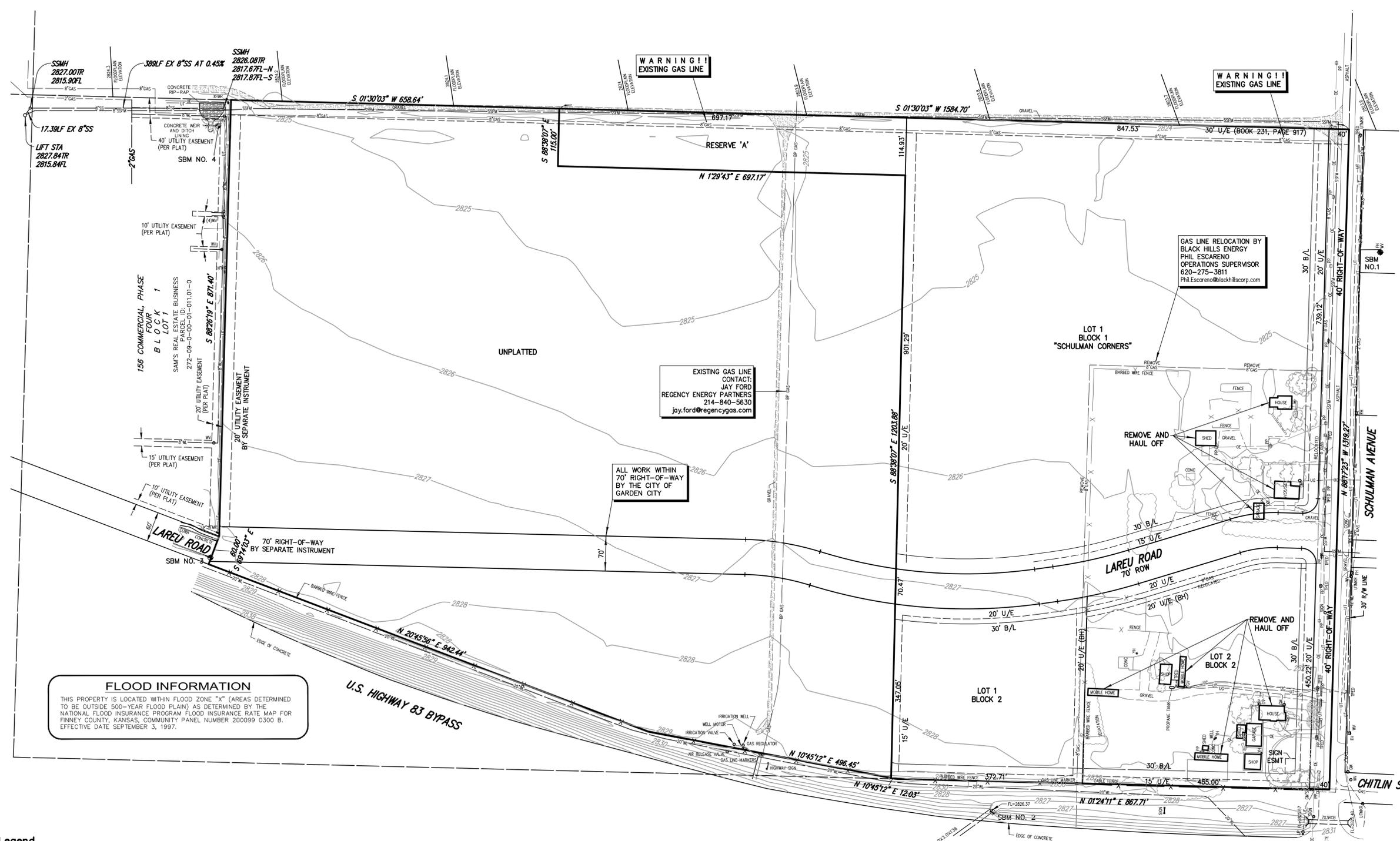
1110 Lareu Road
Garden City, Finney County, KS 67846
Part of the W/2 of SE 1/4, Sec 9, T-24-S, R-32-W

REVISION	BY	DATE



Tanner Consulting, LLC
Civil Engineering
5323 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74109
PH (918) 745-9929 FAX 745-9969

ISSUE DATE: 4/20/2012
PROJECT: 11192
PLAN SCALE: 1" = 100'
SHEET NAME:
BOUNDARY AND EXISTING TOPO
EC1
OF 7



WARNING!!
EXISTING GAS LINE

WARNING!!
EXISTING GAS LINE

EXISTING GAS LINE
CONTACT:
JAY FORD
REGENCY ENERGY PARTNERS
214-840-5630
jay.ford@regencygas.com

ALL WORK WITHIN
70' RIGHT-OF-WAY
BY THE CITY OF
GARDEN CITY

GAS LINE RELOCATION BY
BLACK HILLS ENERGY
PHIL ESCARENO
OPERATIONS SUPERVISOR
620-275-3811
PH. Escareno@blackhillscorp.com

FLOOD INFORMATION
THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR FINNEY COUNTY, KANSAS, COMMUNITY PANEL NUMBER 200099 0300 B. EFFECTIVE DATE SEPTEMBER 3, 1997.

BENCH MARKS

THE STATION IS LOCATED IN THE SOUTHEAST EDGE OF GARDEN CITY, ON HIGHWAY RIGHT-OF-WAY, AND IN THE SOUTH CENTRAL EDGE OF SECTION 16, T24S, R32W. NOTE, CITY SURVEYOR, HAROLD L. WILLIAMS, R.L.S. PHONE (316)276-1130. OWNERSHIP - KANSAS DEPARTMENT OF TRANSPORTATION. TO REACH THE STATION FROM THE UNDERPASS AT THE INTERSECTION OF U.S. HIGHWAY 83/50 BYPASS AND U.S. HIGHWAY 50/400 (FULTON STREET), IN THE SOUTHEAST EDGE OF GARDEN CITY, GO EAST ON FULTON STREET FOR 0.16 KM (0.10 MI) TO THE ENTRANCE RAMP FOR U.S. HIGHWAY 83/50 BYPASS NORTH. TURN LEFT AND GO NORTHERLY ON ENTRANCE RAMP FOR 0.24 KM (0.15 MI) TO THE STATION ON THE RIGHT, JUST BEFORE REACHING A GRAVELED ENTRANCE TO A HIGHWAY STORAGE AREA ON THE RIGHT. THE STATION IS A 2-1/2 INCH ALUMINUM CAP CEMENTED IN THE TOP OF A 2-INCH DIAMETER PVC PIPE SURROUNDED BY AN IRREGULAR MASS OF CONCRETE. ACCESS IS HAD THROUGH A 5-INCH LOGO CAP. THE UNDERGROUND MARK IS A 2-1/2 INCH ALUMINUM CAP CEMENTED IN THE TOP OF A 2-INCH DIAMETER PVC PIPE SURROUNDED BY AN IRREGULAR MASS OF CONCRETE AND IS 1.46 M (4.79 FT) BELOW GROUND SURFACE. LOCATED APPROXIMATELY 233.2 M (765.1 FT) NORTH FROM THE CENTER OF FULTON STREET, 108.5 M (356.0 FT) EAST FROM THE CENTER OF THE HIGHWAY, 1.08 M (3.54 FT) WEST-NORTHWEST FROM THE SOUTHERN 1 OF 2 WOOD RIGHT-OF-WAY FENCE POSTS, 0.95 M (3.12 FT) EAST-SOUTHEAST FROM A CONCRETE RIGHT-OF-WAY MARKER AND 0.52 M (1.71 FT) WEST FROM A FIBERGLASS WITNESS POST.
ELEVATION=2819.54(NAVD88)

SBM NO. 1 - "A" IN ALBERT ON TOP OF FIRE HYDRANT ON SOUTH SIDE OF SCHULMAN AVENUE APPROXIMATELY 1075.9 FEET EAST AND 69.9 FEET SOUTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST OF SECTION 9, T24S, R32W.
ELEVATION=2828.65(NAVD88)

SBM NO. 2 - SOUTH END OF EAST HUBGUARD ON RCB UNDER US HIGHWAY 83 BYPASS APPROXIMATELY 674.2 FEET NORTH AND 61.5 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST OF SECTION 9, T24S, R32W.
ELEVATION=2830.80(NAVD88)

SBM NO. 3 - TOP OF CURB SOUTH END OF LAREU ROAD ON THE WEST SIDE APPROXIMATELY 3.8 FEET SOUTH AND 13.0 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY.
ELEVATION=2828.93(NAVD88)

SBM NO. 4 - SOUTHEAST CORNER OF CONCRETE WEIR APPROXIMATELY 25.9 FEET NORTH AND 52.3 FEET WEST OF THE NORTHEAST CORNER OF SUBJECT PROPERTY.
ELEVATION=2828.44(NAVD88)

Demolition Notes

- 2.1 THE CONTRACTOR SHALL OBTAIN A DEMOLITION PERMIT FROM THE CITY.
- 2.2 THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO EXCAVATING.
- 2.3 THE CONTRACTOR SHALL REMOVE ALL BUILDINGS, FOUNDATIONS, SIGNS, MISCELLANEOUS STRUCTURES AND ALL RELATED WALKS, PAVING AND FENCING FROM THE PROJECT SITE.
- 2.4 DEMOLITION AND SUBGRADE PREPARATION SHALL BE PERFORMED IN ACCORDANCE WITH THE SUBSURFACE GEOTECHNICAL REPORT, ENVIRONMENTAL INVESTIGATIONS AND APPLICABLE ARCHITECTURAL SPECIFICATIONS.
- 2.5 THE CONTRACTOR SHALL COORDINATE THE REMOVAL/RELOCATION OF EXISTING UTILITIES WITH ALL APPLICABLE UTILITY COMPANIES.

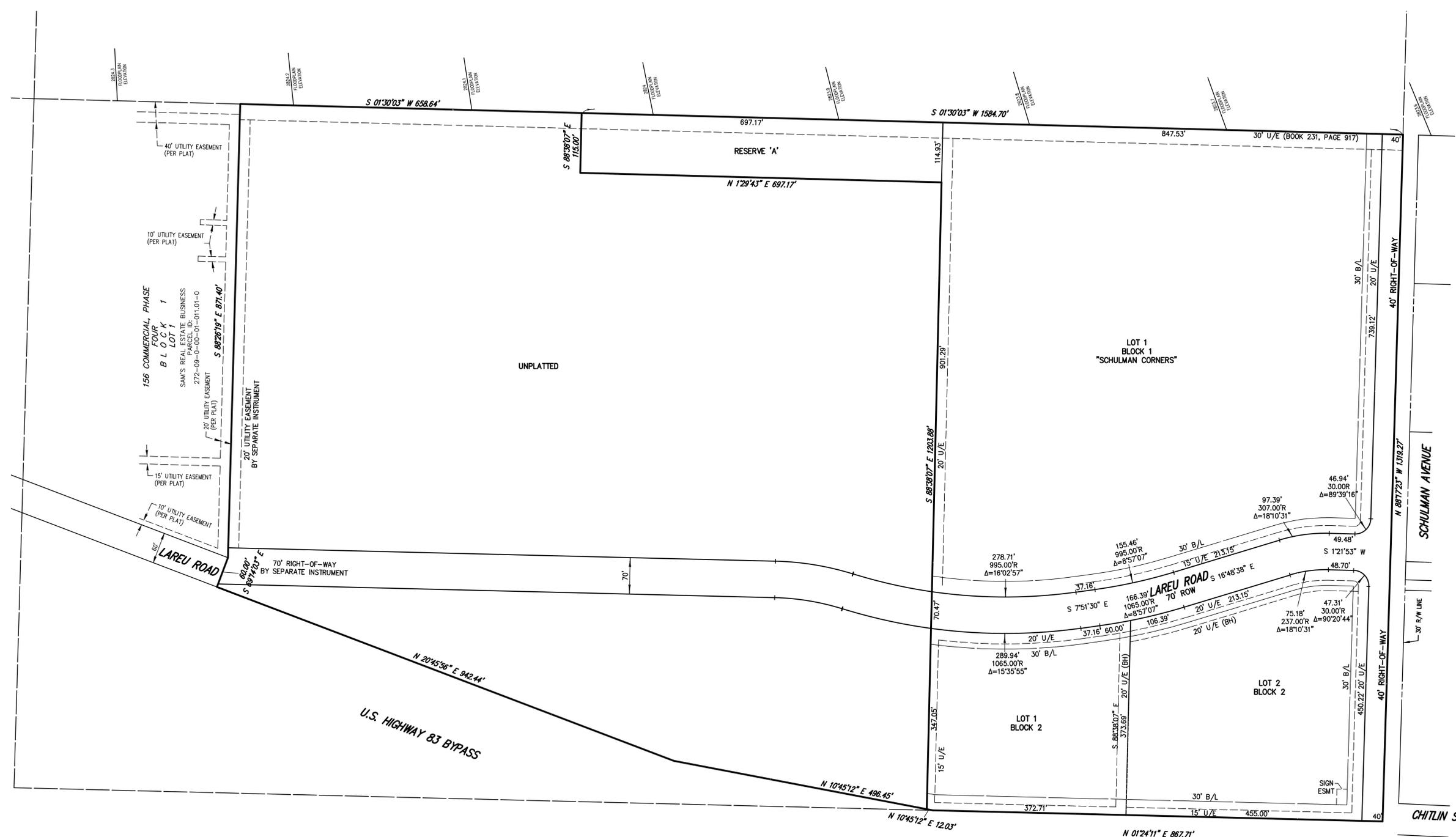
Legend

B/L	BUILDING SETBACK LINE	TC	TOP OF CURB
CONC	CONCRETE	TG	TOP OF INLET GRATE
FH	FIRE HYDRANT	TPED	TELEPHONE PEDESTAL
FL	FLOWLINE (INVERT)	TR	TOP OF MANHOLE RIM
FM	FORCE MAIN	TYP	TYPICAL
G	GUTTER	UC	UNDERGROUND CATV LINE
GM	GAS METER	UE	UNDERGROUND ELECTRIC LINE
GV	GAS VALVE	UG	UNDERGROUND GAS LINE
LH	LINEAR FEET	UT	UNDERGROUND TELEPHONE
MF	MANHOLE	UTMK	UNDERGROUND TELEPHONE MARKER
OE	OVERHEAD ELECTRIC	U/E	UTILITY EASEMENT
PP	POWER POLE	WL	WATERLINE
R	RADIUS	WM	WATER METER
RCB	REINFORCED CONCRETE BOX	WV	WATER VALVE
R/W	RIGHT-OF-WAY	XFMR	TRANSFORMER
SD	STORM DRAIN	YH	YARD HYDRANT
SS	SANITARY SEWER		

811
EXISTING UNDERGROUND LINES
HAVE BEEN SHOWN TO THE EXTENT
KNOWN AND PLANS HAVE BEEN
SENT TO THE AFFECTED UTILITY
OWNERS FOR VERIFICATION OF EXISTING
LINES. BEFORE YOU DIG,
CONTACT KANSAS ONE CALL:
1-800-DIG-SAFE



Scale: 1"=100'



156 COMMERCIAL PHASE FOUR BLOCK 1 SAM'S REAL ESTATE BUSINESS PARCEL ID: 272-09-0-00-01-011.01-0

LAREU ROAD

U.S. HIGHWAY 83 BYPASS

LOT 1 BLOCK 1 "SCHULMAN CORNERS"

LOT 1 BLOCK 2

LOT 2 BLOCK 2

SCHULMAN AVENUE

CHITLIN ST

BID SET NOT FOR CONSTRUCTION



TANNER CONSULTING, LLC. KANSAS CERTIFICATE OF AUTHORIZATION NUMBER E-1311 EXP. DATE: 12/31/2013

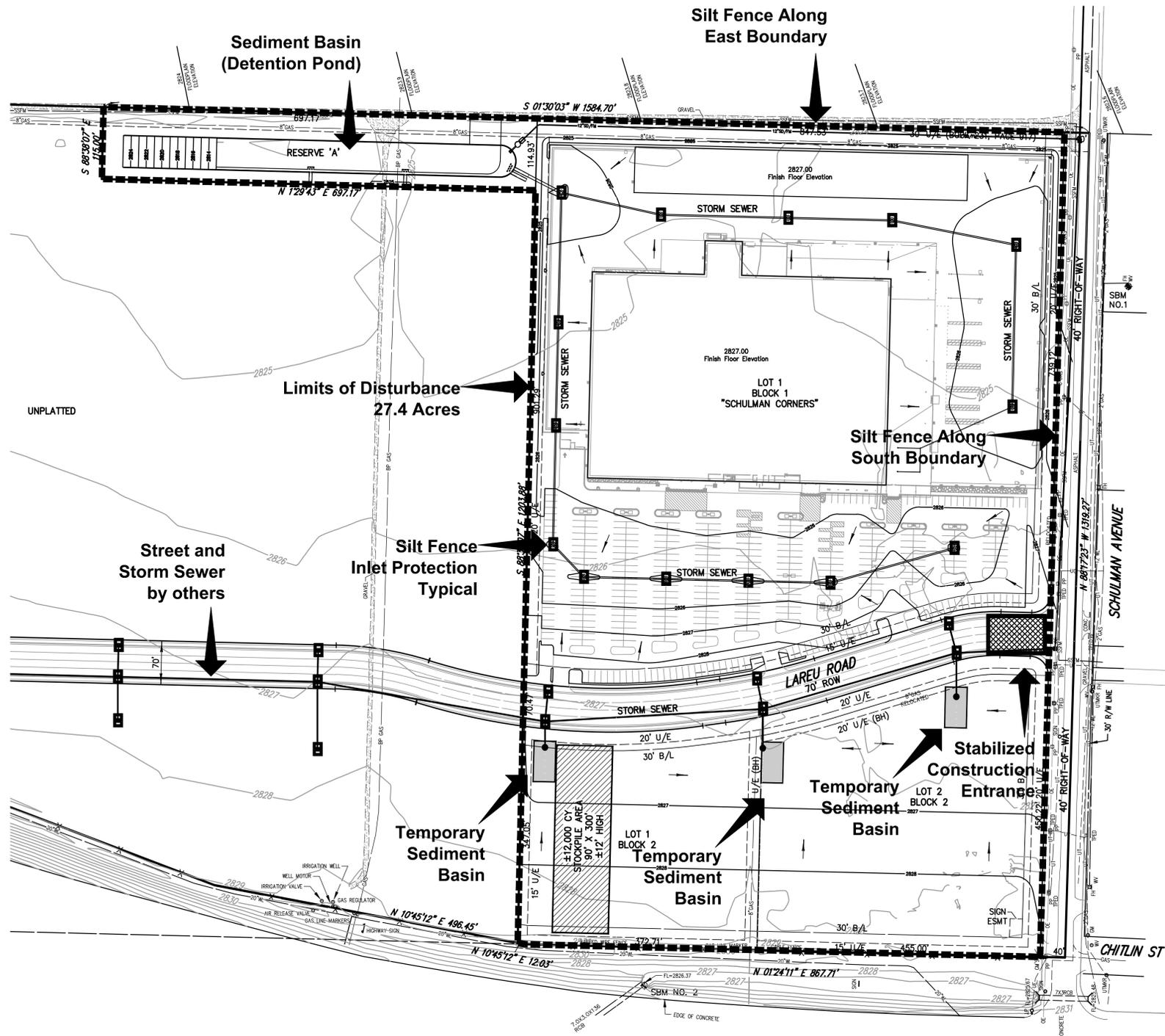
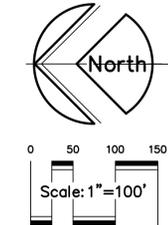
"SCHULMAN CORNERS" Earth Change Permit Set 1110 Lareu Road Garden City, Finney County, KS 67846 Part of the W/2 of SE 1/4, Sec 9, T-24-S, R-32-W

Table with columns: REVISION, BY, DATE. Multiple empty rows for recording changes.

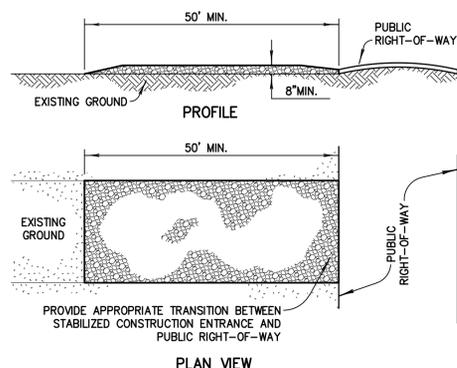
Project information including Tanner Consulting, LLC logo, address (5323 South Lewis Avenue, Tulsa, Oklahoma), phone/fax numbers, issue date (4/20/2012), project number (11192), plan scale (1"=100'), and sheet name (PLAT VIEW EC2 OF 7).

P:\2011\02\11192\EC2\DWG_2_4/20/2012 12:03:29 PM, STORRETT, I100, TANNER CONSULTING, LLC

811 Know what's below. Call before you dig. EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN AND PLANS HAVE BEEN SENT TO THE AFFECTED UTILITY OWNERS FOR VERIFICATION OF EXISTING LINES. BEFORE YOU DIG, CONTACT KANSAS ONE CALL: 1-800-DIG-SAFE

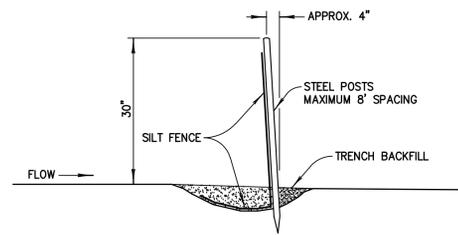


SEE STORMWATER POLLUTION PREVENTION PLAN (SWP2) (SEPARATE COMB BOUND REPORT) FOR ALL EROSION CONTROL REQUIREMENTS AND DETAILS.



1. STONE SIZE AASHTO DESIGNATION M43, SIZE NO.2 (2-1/2" TO 1-1/2"). USE CRUSHED STONE.
2. LENGTH - AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
3. THICKNESS - NOT LESS THAN EIGHT(8) INCHES.
4. WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WASHING - WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS.
6. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY BY THE OWNER.

(B) Stabilized Construction Entrance
SCALE: NONE



1. POSTS SHALL BE ANGLED SLIGHTLY TOWARD RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN AND BACKFILLED.
3. THE TRENCH SHOULD BE 6" DEEP BY 3' TO 4' WIDE TO ALLOW SILT FENCE TO BE LAID IN AND BACKFILLED.
4. SILT FENCE SHALL BE FASTENED TO POSTS OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE POSTS.
5. INSPECTION SHALL BE FREQUENT & REPAIR OR REPLACEMENT PROMPT.
6. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO IMPEDE STORMWATER FLOW.
7. TRAPPED SEDIMENT SHALL BE DISPOSED OF IN AN APPROVED MANNER AND LOCATION WHICH WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6" TO 9" AND DISPOSED OF AS IN NOTE 7 ABOVE.

(A) Silt Fence Detail
SCALE: NONE

- Erosion Control Notes**
1. ALL GRADING AND EROSION CONTROL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY STANDARD CONSTRUCTION SPECIFICATIONS.
 2. ALL EROSION CONTROL CONSTRUCTION SHALL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT UTILITY INSPECTORS, IN ACCORDANCE WITH CITY POLICY.
 3. EROSION CONTROL SHALL START WITH INITIAL CONSTRUCTION AND BE PRACTICED THROUGHOUT THE PROJECT.
 4. SILT FENCES SHALL BE CONSTRUCTED ADJACENT TO ALL DRAINAGE-WAYS, AND IN ALL AREAS THAT WILL ERODE INTO THE STORM SEWER SYSTEM.
 5. WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 14 DAYS, THE DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND MULCH.
 6. THE CONTRACTOR SHALL RE-SEED ALL AREAS DISTURBED DURING CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDED AREAS UNTIL GROWTH IS ESTABLISHED TO A UNIFORM HEIGHT OF TWO (2) INCHES.
 7. THERE ARE NO OFFSITE MATERIAL, WASTE, BORROW, OR EQUIPMENT STORAGE AREAS.
 8. THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE UPDATED AS NECESSARY TO REMAIN CONSISTENT WITH ANY CHANGES APPLICABLE TO PROTECT SURFACE WATER RESOURCES IN SEDIMENT EROSION SITE PLANS OR SITE PERMITS APPROVED BY STATE OR LOCAL OFFICIALS FOR WHICH THE PERMITEE RECEIVES WRITTEN NOTICE.



TANNER CONSULTING, LLC KANSAS CERTIFICATE OF AUTHORIZATION NUMBER E-1311 EXP. DATE: 12/31/2013

"SCHULMAN CORNERS"
Earth Change Permit Set
1110 Lareu Road
Garden City, Finney County, KS 67846
Part of the W/2 of SE 1/4, Sec 9, T-24-S, R-32-W

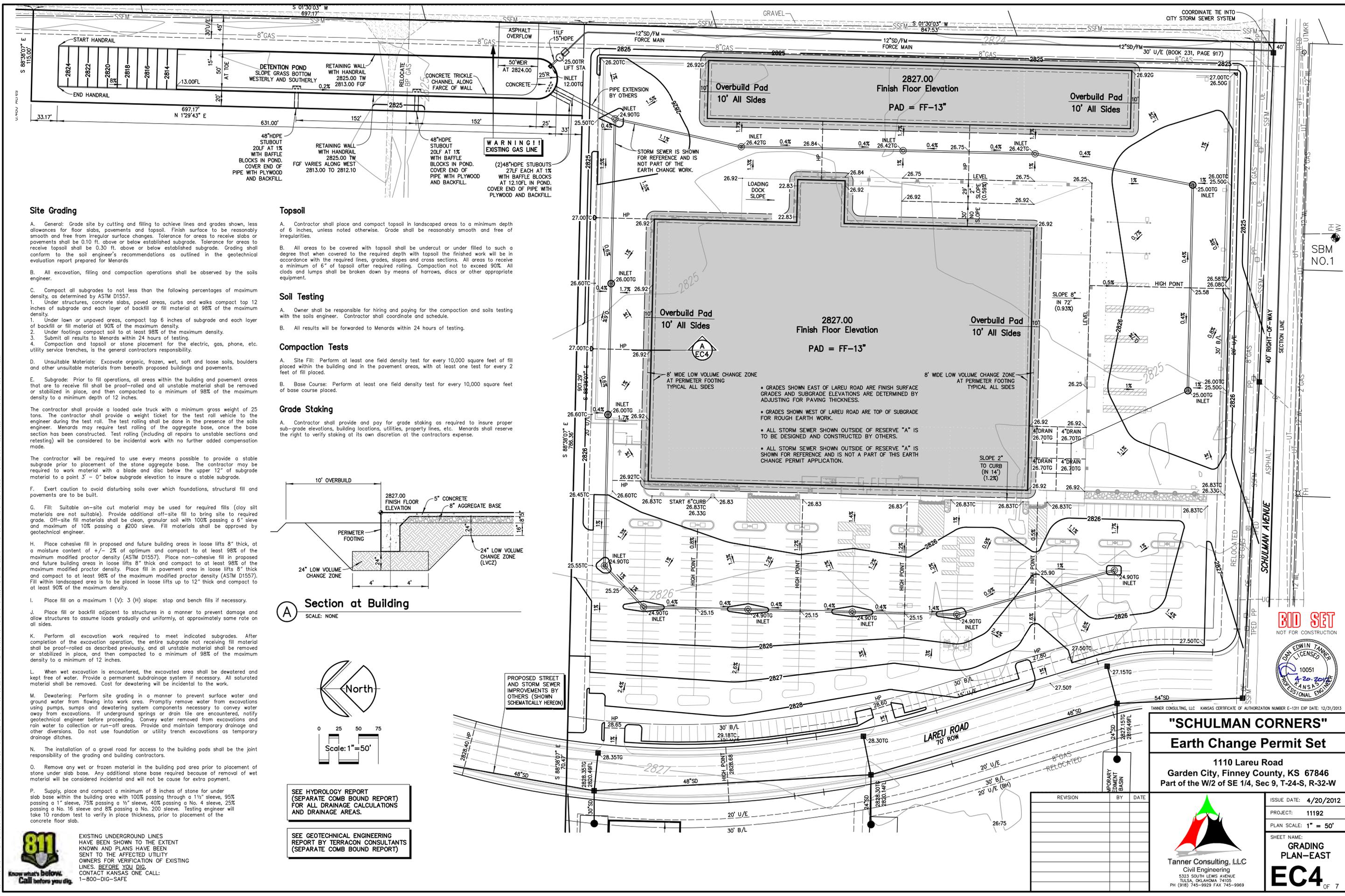
REVISION	BY	DATE

Tanner Consulting, LLC
Civil Engineering
5323 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
PH (918) 745-9929 FAX 745-9969

ISSUE DATE: 4/20/2012
PROJECT: 11192
PLAN SCALE: 1" = 100'
SHEET NAME:
EROSION CONTROL PLAN
EC3 OF 7

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811
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Site Grading

- A. General: Grade site by cutting and filling to achieve lines and grades shown, less allowances for floor slabs, pavements and topsoil. Finish surface to be reasonably smooth and free from irregular surface changes. Tolerance for areas to receive slabs or pavements shall be 0.10 ft. above or below established subgrade. Tolerance for areas to receive topsoil shall be 0.30 ft. above or below established subgrade. Grading shall conform to the soil engineer's recommendations as outlined in the geotechnical evaluation report prepared for Menards.
- B. All excavation, filling and compaction operations shall be observed by the soils engineer.
- C. Compact all subgrades to not less than the following percentages of maximum density, as determined by ASTM D1557.
 - Under structures, concrete slabs, paved areas, curbs and walks compact top 12 inches of subgrade and each layer of backfill or fill material at 98% of the maximum density.
 - Under lawn or unpaved areas, compact top 6 inches of subgrade and each layer of backfill or fill material at 90% of the maximum density.
 - Under footings compact soil to at least 98% of the maximum density.
 - Submit all results to Menards within 24 hours of testing.
- D. Unsuitable Materials: Excavate organic, frozen, wet, soft and loose soils, boulders and other unsuitable materials from beneath proposed buildings and pavements.
- E. Subgrade: Prior to fill operations, all areas within the building and pavement areas that are to receive fill shall be proof-rolled and all unstable material shall be removed or stabilized in place, and then compacted to a minimum of 98% of the maximum density to a minimum depth of 12 inches.

The contractor shall provide a loaded axle truck with a minimum gross weight of 25 tons. The contractor shall provide a weight ticket for the test roll vehicle to the engineer during the test roll. The test rolling shall be done in the presence of the soils engineer. Menards may require test rolling of the aggregate base, once the base section has been constructed. Test rolling (including all repairs to unstable sections and retesting) will be considered to be incidental work with no further added compensation made.

- F. Exert caution to avoid disturbing soils over which foundations, structural fill and pavements are to be built.
- G. Fill: Suitable on-site cut material may be used for required fills (clay silt materials are not suitable). Provide additional off-site fill to bring site to required grade. Off-site fill materials shall be clean, granular soil with 100% passing a 6" sieve and maximum of 10% passing a #200 sieve. Fill materials shall be approved by geotechnical engineer.
- H. Place cohesive fill in proposed and future building areas in loose lifts 8" thick, at a moisture content of +/- 2% of optimum and compact to at least 98% of the maximum modified proctor density (ASTM D1557). Place non-cohesive fill in proposed and future building areas in loose lifts 8" thick and compact to at least 98% of the maximum modified proctor density. Place fill in pavement area in loose lifts 8" thick and compact to at least 98% of the maximum modified proctor density (ASTM D1557). Fill within landscaped area is to be placed in loose lifts up to 12" thick and compact to at least 90% of the maximum density.
- I. Place fill on a maximum 1 (V): 3 (H) slope: stop and bench fills if necessary.
- J. Place fill or backfill adjacent to structures in a manner to prevent damage and allow structures to assume loads gradually and uniformly, at approximately same rate on all sides.
- K. Perform all excavation work required to meet indicated subgrades. After completion of the excavation operation, the entire subgrade not receiving fill material shall be proof-rolled as described previously, and all unstable material shall be removed or stabilized in place, and then compacted to a minimum of 98% of the maximum density to a minimum of 12 inches.
- L. When wet excavation is encountered, the excavated area shall be dewatered and kept free of water. Provide a permanent subdrainage system if necessary. All saturated material shall be removed. Cost for dewatering will be incidental to the work.
- M. Dewatering: Perform site grading in a manner to prevent surface water and ground water from flowing into work area. Promptly remove water from excavations using pumps, sumps and dewatering system components necessary to convey water away from excavations. If underground springs or drain tile are encountered, notify geotechnical engineer before proceeding. Convey water removed from excavations and rain water to collection or run-off areas. Provide and maintain temporary drainage and other diversions. Do not use foundation or utility trench excavations as temporary drainage ditches.
- N. The installation of a gravel road for access to the building pads shall be the joint responsibility of the grading and building contractors.
- O. Remove any wet or frozen material in the building pad area prior to placement of stone under slab base. Any additional stone base required because of removal of wet material will be considered incidental and will not be cause for extra payment.
- P. Supply, place and compact a minimum of 8 inches of stone for under slab base within the building area with 100% passing through a 1 1/2" sieve, 95% passing a 1" sieve, 75% passing a 3/4" sieve, 40% passing a No. 4 sieve, 25% passing a No. 16 sieve and 8% passing a No. 200 sieve. Testing engineer will take 10 random test to verify in place thickness, prior to placement of the concrete floor slab.

Topsoil

- A. Contractor shall place and compact topsoil in landscaped areas to a minimum depth of 6 inches, unless noted otherwise. Grade shall be reasonably smooth and free of irregularities.
- B. All areas to be covered with topsoil shall be undercut or under filled to such a degree that when covered to the required depth with topsoil the finished work will be in accordance with the required lines, grades, slopes and cross sections. All areas to receive a minimum of 6" of topsoil after required rolling. Compaction not to exceed 90%. All clods and lumps shall be broken down by means of harrows, discs or other appropriate equipment.

Soil Testing

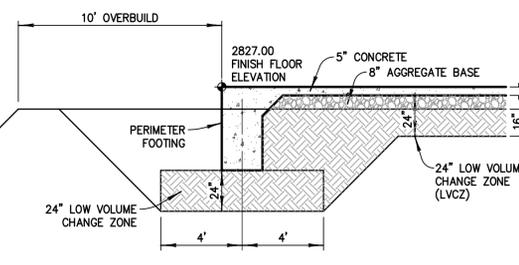
- A. Owner shall be responsible for hiring and paying for the compaction and soils testing with the soils engineer. Contractor shall coordinate and schedule.
- B. All results will be forwarded to Menards within 24 hours of testing.

Compaction Tests

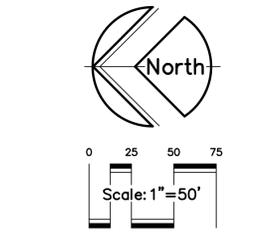
- A. Site Fill: Perform at least one field density test for every 10,000 square feet of fill placed within the building and in the pavement areas, with at least one test for every 2 feet of fill placed.
- B. Base Course: Perform at least one field density test for every 10,000 square feet of base course placed.

Grade Staking

- A. Contractor shall provide and pay for grade staking as required to insure proper sub-grade elevations, building locations, utilities, property lines, etc. Menards shall reserve the right to verify staking at its own discretion at the contractors expense.



Section at Building
SCALE: NONE



SEE HYDROLOGY REPORT (SEPARATE COMB BOUND REPORT) FOR ALL DRAINAGE CALCULATIONS AND DRAINAGE AREAS.

SEE GEOTECHNICAL ENGINEERING REPORT BY TERRACON CONSULTANTS (SEPARATE COMB BOUND REPORT)

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Garden City, Finney County, KS 67846
Part of the W/2 of SE 1/4, Sec 9, T-24-S, R-32-W

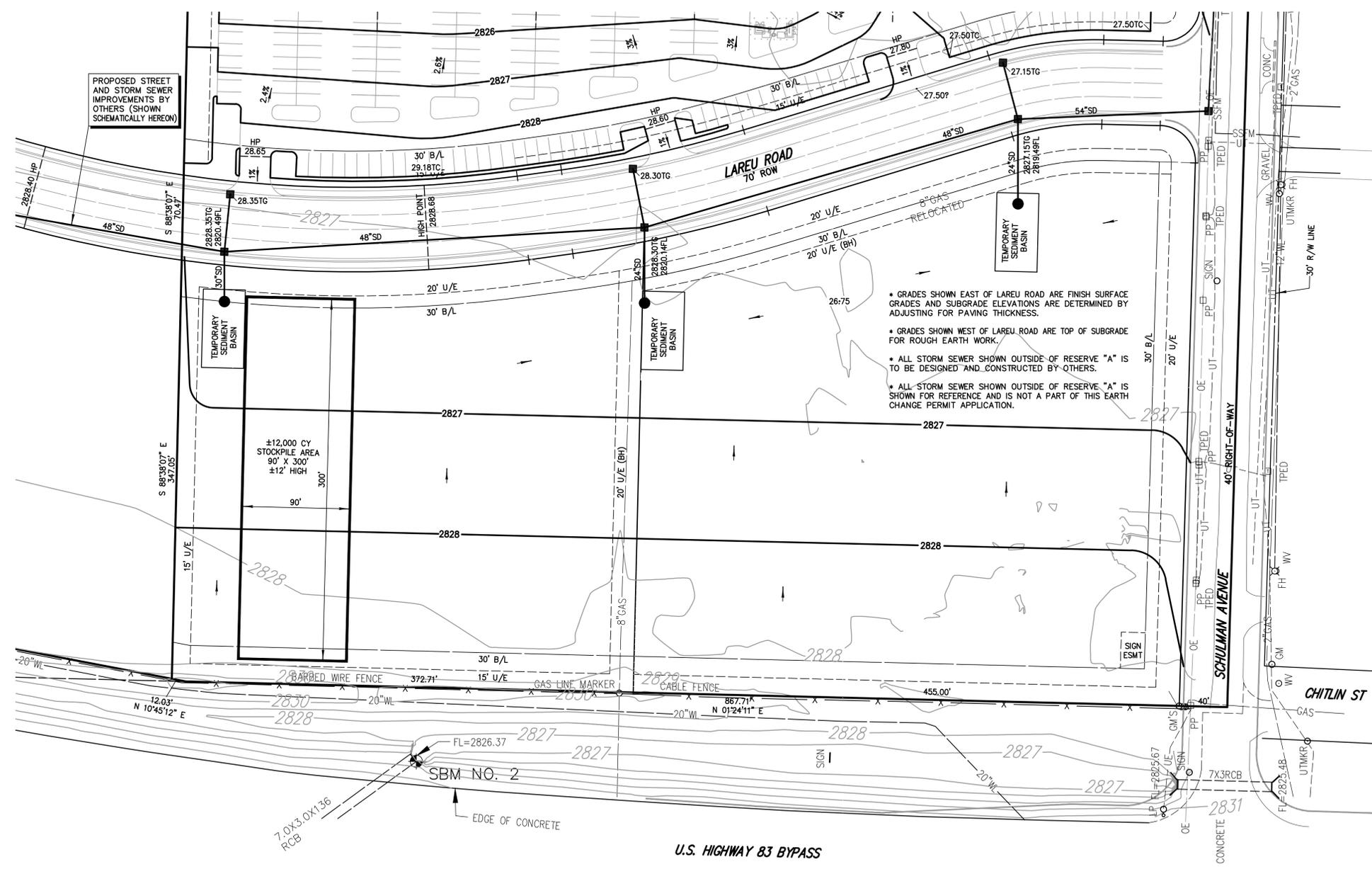
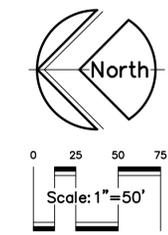
Tanner Consulting, LLC
Civil Engineering
5323 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
PH (918) 745-9929 FAX 745-9969

ISSUE DATE: 4/20/2012
PROJECT: 11192
PLAN SCALE: 1" = 50'
SHEET NAME: GRADING PLAN-EAST
EC4 OF 7

BID SET
NOT FOR CONSTRUCTION
DAN EDWIN TANNER
LICENSED PROFESSIONAL ENGINEER
10051
4-20-2012
KANSAS

REVISION	BY	DATE

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- GRADES SHOWN EAST OF LAREU ROAD ARE FINISH SURFACE GRADES AND SUBGRADE ELEVATIONS ARE DETERMINED BY ADJUSTING FOR PAVING THICKNESS.
- GRADES SHOWN WEST OF LAREU ROAD ARE TOP OF SUBGRADE FOR ROUGH EARTH WORK.
- ALL STORM SEWER SHOWN OUTSIDE OF RESERVE "A" IS TO BE DESIGNED AND CONSTRUCTED BY OTHERS.
- ALL STORM SEWER SHOWN OUTSIDE OF RESERVE "A" IS SHOWN FOR REFERENCE AND IS NOT A PART OF THIS EARTH CHANGE PERMIT APPLICATION.

PROPOSED STREET AND STORM SEWER IMPROVEMENTS BY OTHERS (SHOWN SCHEMATICALLY HEREON)

TEMPORARY SEDIMENT BASIN

TEMPORARY SEDIMENT BASIN

±12,000 CY STOCKPILE AREA
90' X 300'
±12' HIGH

SIGN ESMT

SBM NO. 2

U.S. HIGHWAY 83 BYPASS

BID SET
NOT FOR CONSTRUCTION



TANNER CONSULTING, LLC KANSAS CERTIFICATE OF AUTHORIZATION NUMBER E-1311 EXP DATE: 12/31/2013

"SCHULMAN CORNERS"
Earth Change Permit Set

1110 Lareu Road
Garden City, Finney County, KS 67846
Part of the W/2 of SE 1/4, Sec 9, T-24-S, R-32-W

REVISION	BY	DATE

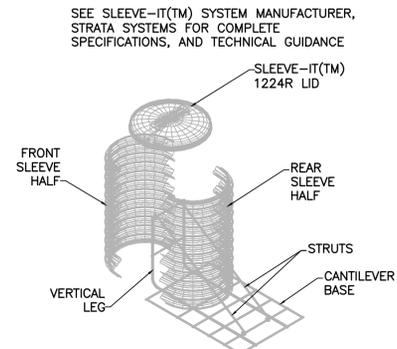


ISSUE DATE: 4/20/2012
PROJECT: 11192
PLAN SCALE: 1" = 50'
SHEET NAME:
GRADING PLAN-WEST
EC5 OF 7

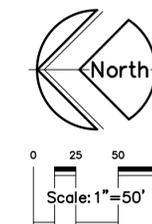
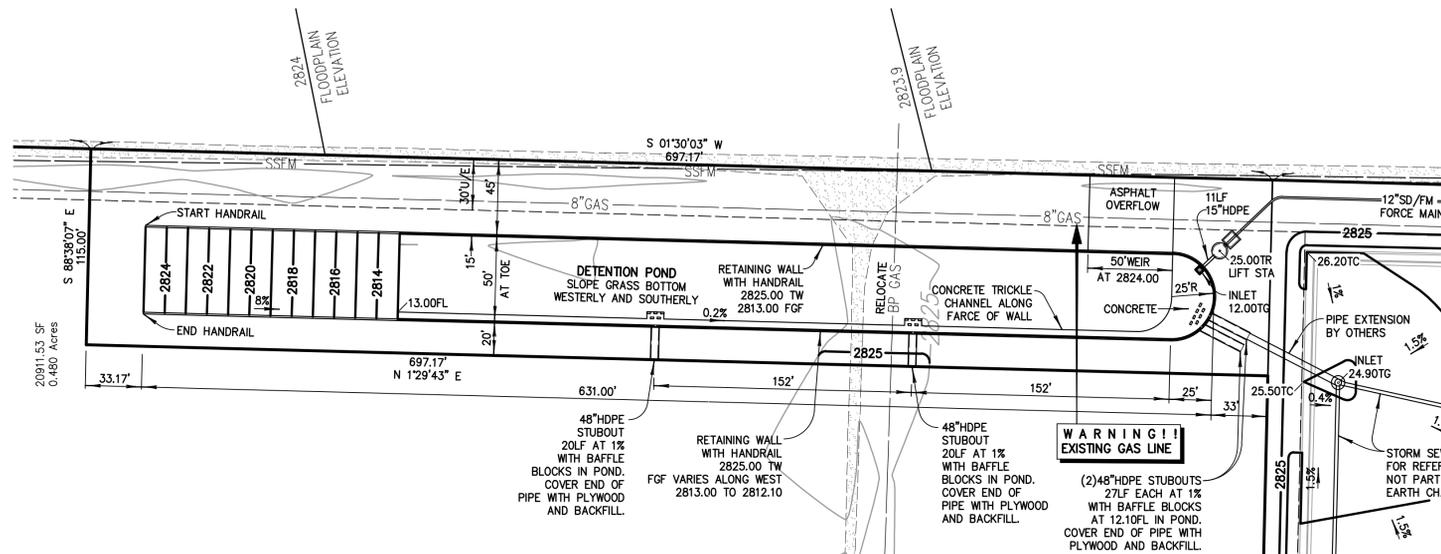
EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN AND PLANS HAVE BEEN SENT TO THE AFFECTED UTILITY OWNERS FOR VERIFICATION OF EXISTING LINES. BEFORE YOU DIG, CONTACT KANSAS ONE CALL: 1-800-DIG-SAFE

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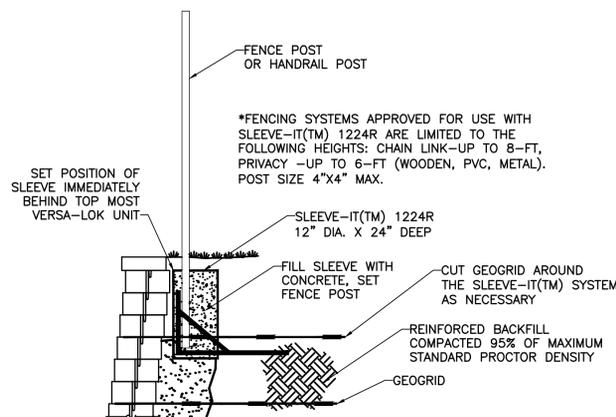


SLEEVE-IT(TM) ISO 1224R
SYSTEM COMPONENTS
SCALE: NONE

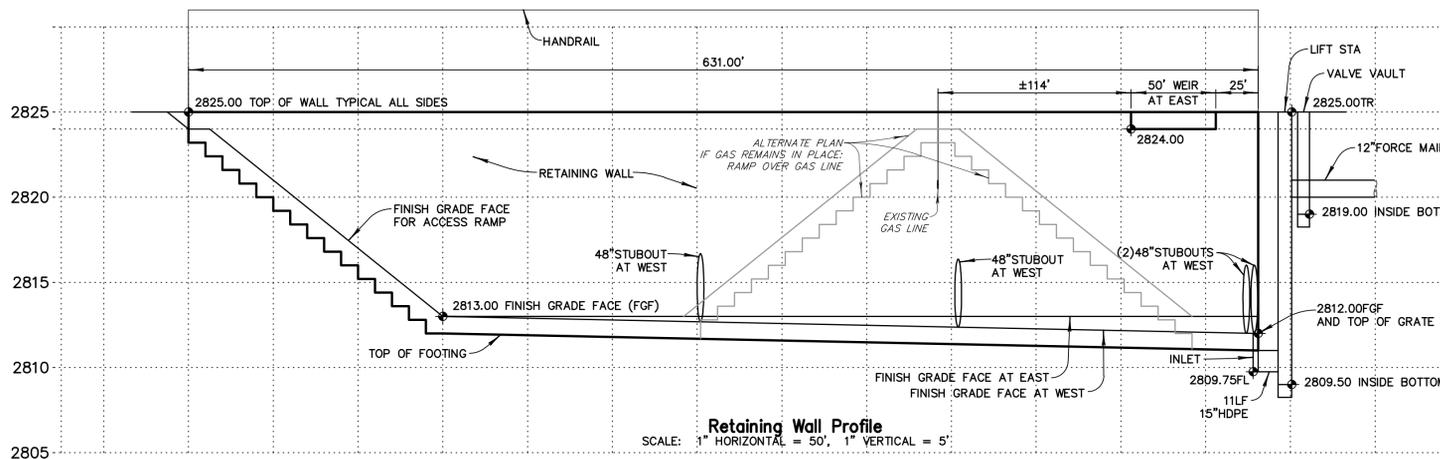


Retaining Wall Notes

1. CONTRACTOR TO REMOVE UNSUITABLE SOIL.
2. CONTRACTOR SHALL ENSURE TEMPORARY EXCAVATIONS ARE STABLE AND PROVIDE EXCAVATION SUPPORT IF NEEDED.
3. COMPACTION TESTS SHALL BE TAKEN AS THE WALL IS INSTALLED. THE MINIMUM NUMBER OF TESTS SHALL BE DETERMINED BY THE SITE SOILS ENGINEER.
4. CONTRACTOR SHALL SLOPE SITE GRADES TO DIRECT SURFACE RUNOFF AWAY FROM WALL AT END OF EACH DAY TO AVOID WATER DAMAGING THE WALL WHILE UNDER CONSTRUCTION.
5. ANY SURFACE DRAINAGE FEATURES, FINISH GRADING, PAVEMENT, OR TURF SHALL BE INSTALLED IMMEDIATELY AFTER WALL IS COMPLETED.

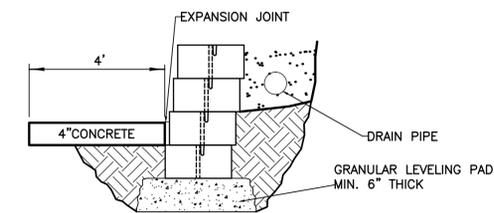


FENCE POST DETAIL W/ SLEEVE-IT(TM) 1224R
STANDARD UNIT WITH SLEEVE-IT(TM) 1224R
SCALE: NONE

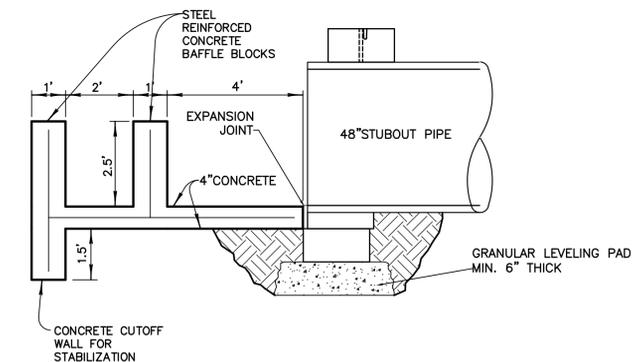


Retaining Wall Profile
SCALE: 1" HORIZONTAL = 50', 1" VERTICAL = 5'

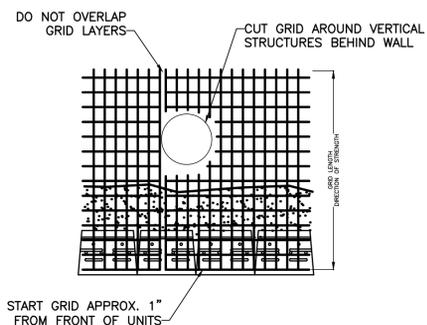
Contractor to Obtain Signed Sealed Shop Drawings for the Retaining Wall



CONCRETE TRICKLE CHANNEL PAVEMENT AT BASE OF WALL
SCALE: NONE



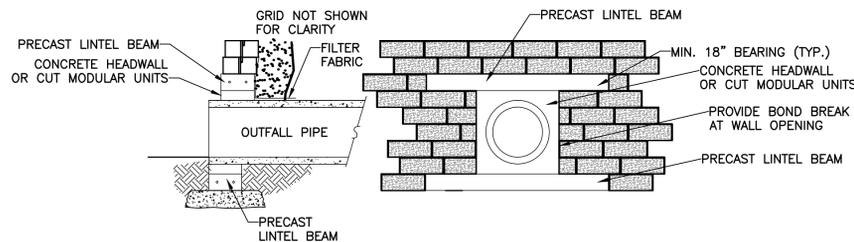
CONCRETE TRICKLE CHANNEL WITH BAFFLE BLOCKS PAVEMENT AT BASE OF WALL
SCALE: NONE



- NOTE:**
- FOLLOW GEOSYNTHETIC GRID MANUFACTURER'S INSTALLATION INSTRUCTIONS AND SPECIFICATIONS
 - GEOGRID LENGTH AND ELEVATION PLACEMENT SHALL BE DETERMINED BY WALL DESIGN ENGINEER

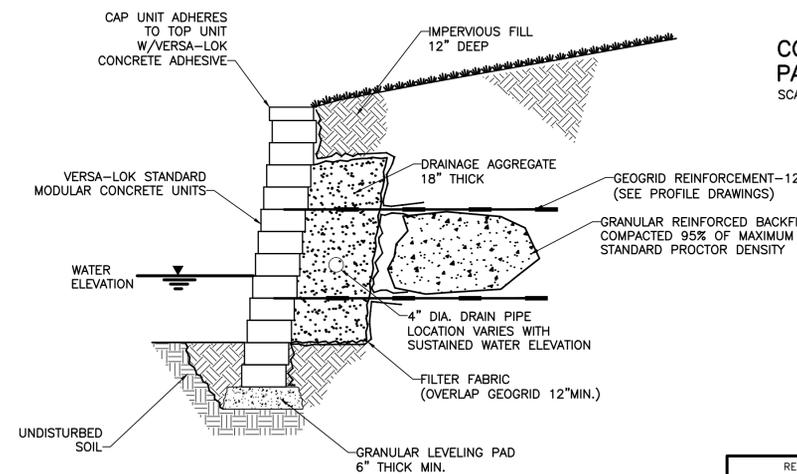
GEOSYNTHETIC AT STRUCTURES BEHIND WALL
SCALE: NONE

- LINTEL NOTES:**
- FINAL BEAM SIZE, REINFORCEMENT, AND CONFIGURATION TO BE DESIGNED BY WALL DESIGN ENGINEER
 - LINTEL BEAMS SHALL BE PRECAST WITH MINIMUM 7 DAYS CURE
 - HEIGHT OF BEAM SHALL CORRESPOND TO HEIGHT OF MODULAR UNITS
 - PLACEMENT OF LINTEL BEAMS SHALL BE CONSISTENT WITH THE PLACEMENT OF OUTFALL PIPE
 - INSTALL OUTFALL PIPE PRIOR TO CONSTRUCTION OF WALL ABOVE
 - OUTFALL PIPE SHALL EXTEND BEYOND BASE COURSE OF WALL NO LESS THAN 6"
 - GEOTEXTILE FABRIC SHALL BE INSTALLED AROUND PIPE OPENING
 - LINTEL TO EXTEND MINIMUM 18" EITHER SIDE OF PIPE



WALL W/ PIPE PENETRATION
SECTION
SCALE: NONE

WALL W/ PIPE PENETRATION
PROFILE
SCALE: NONE



TYPICAL SECTION-REINFORCED RETENTION POND WALL
SCALE: NONE

BID SET
NOT FOR CONSTRUCTION



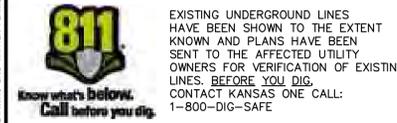
TANNER CONSULTING, LLC KANSAS CERTIFICATE OF AUTHORIZATION NUMBER E-1311 EXP. DATE: 12/31/2013

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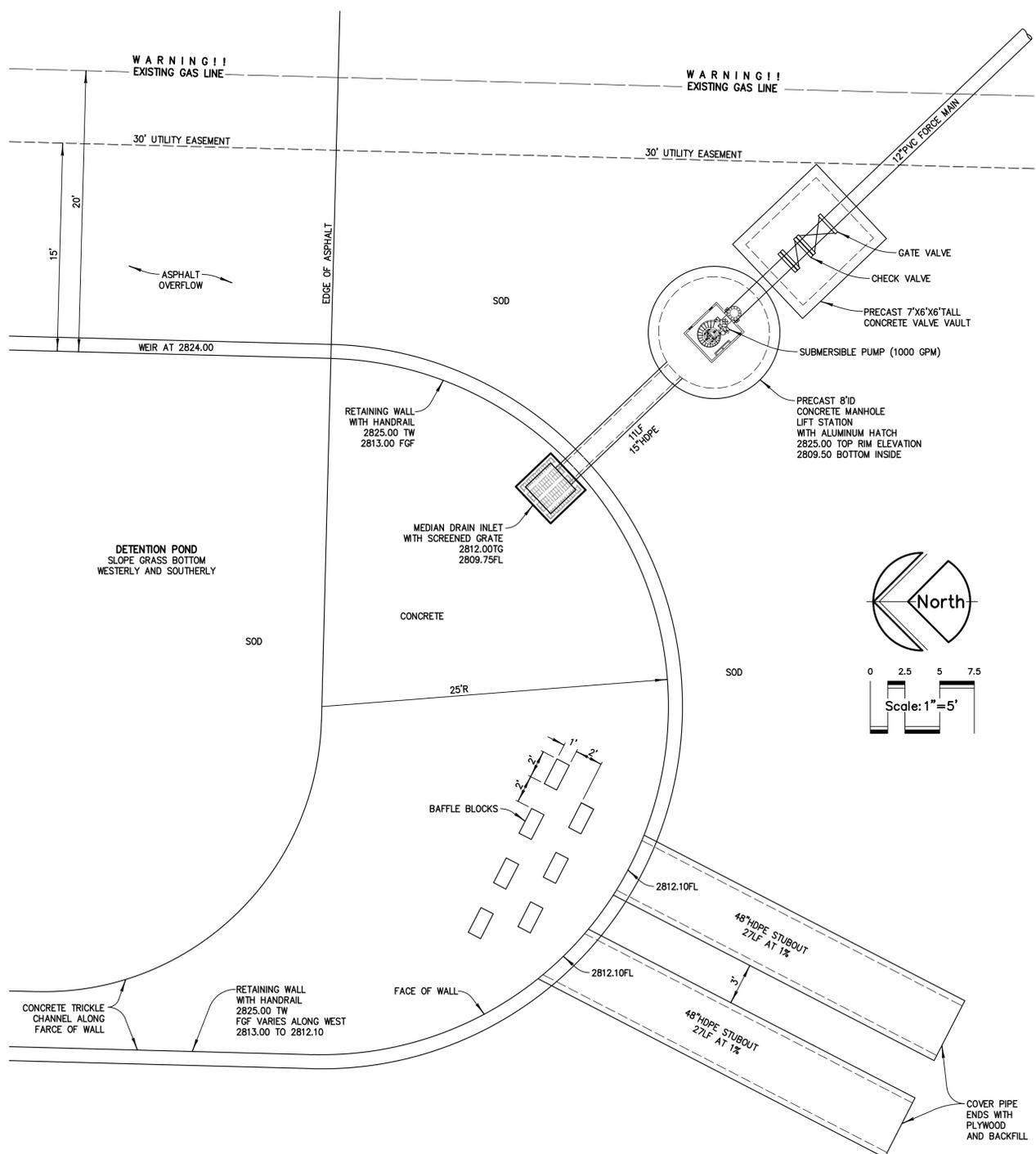
REVISION	BY	DATE



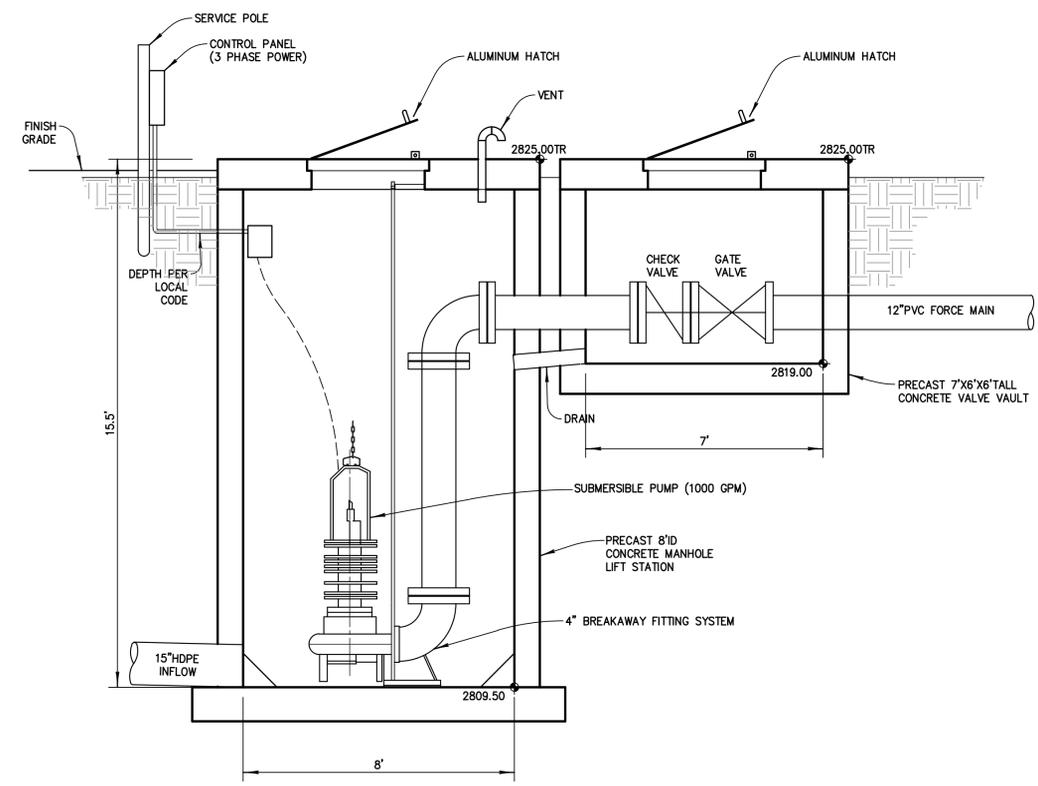
ISSUE DATE: 4/20/2012
PROJECT: 11192
PLAN SCALE: 1" = 50'
SHEET NAME:
RETAINING WALL DETAILS
EC6
OF 7



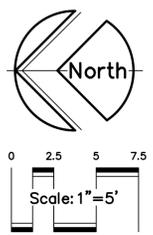
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A Alignment Details
SCALE: 1"=5'



B Lift Station Detail
SCALE: NONE



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REVISION	BY	DATE



ISSUE DATE: 4/20/2012
 PROJECT: 11192
 PLAN SCALE: 1" = 5'
 SHEET NAME:
LIFT STATION DETAILS
EC7
 OF 7

EXHIBIT D

Timetable

Subject in all respects to Excusable Delay:

1. Relocation of an existing gas line on the East side of the Shopping Center on or before June 15, 2012.
2. The Pad Grading Improvements shall be completed on or before August 24, 2012.
3. The Additional Grading Improvements shall be completed on or before September 1, 2012.
4. The following shall be completed on or before October 15, 2012:
 - a. Storm water transmission and detention;
 - b. Storm sewer;
 - c. Sanitary sewer;
 - d. Water in sufficient capacity for Menard's intended use of the Property (including fire suppression requirements subject to Menard's obligation to install any required fire pump within Menard's building);
 - e. Electrical;
 - f. Telephone; and
 - g. Gas service.
5. The Pylon Sign shall be constructed by December 31, 2012.
6. Schulman Avenue road improvements from US-50/83/400 to the east boundary line of the Property shall be constructed by December 15, 2012.
7. Lareu Street from Schulman Avenue north to the current terminus at Sam's Club shall be constructed by December 15, 2012.
8. Installation of a traffic signal at the intersection of Schulman Avenue and US-50/83/400 shall be completed by March 1, 2013.
9. Installation of a traffic signal at the intersection of Schulman Avenue and Lareu Street shall be completed by March 1, 2013.
10. Installation of all street lighting to serve such road improvements shall be completed by March 1, 2013.
11. Improvements necessary (whether temporary or permanent) to permit full in and out access to the Menard store from the US-50-83/400 Bypass shall be complete by March 1, 2013, including improvements permitting two way traffic on US-50-83-400, southbound US-50-83-400

left turn onto Schulman Avenue and northbound US -50/83/400 right turn onto Schulman Avenue, provided such temporary or permanent improvements do not describe complete physical construction of the US-50/83/400 improvements and that construction zone traffic controls may be in place after March 1, 2013. The Parties agree that, at Menard's request, the City will suspend construction of the US-50-83-400 improvements for a period not exceeding 45 days to accommodate the Menard Store's opening period. All improvements described in this item #11 shall be completed on or before July 1, 2013.

EXHIBIT E

Estimated Remaining Cost of Completing the Site Work

<u>Site Work</u>	<u>Estimated Costs</u>
Property Grading Improvements and Additional Grading Improvements (\$90,000 per acre for 18.3 acres)	\$1,647,000
City Utility Improvements	\$1,069,100
Pylon Sign	\$ 75,000
City Street Improvements	\$4,284,300
Total Estimated Cost	\$7,075,300



Memo

To: Planning Commission
From: Kaleb Kentner
CC: File
Date: 23 / Apr / 2012
Re: GC2012-29: Project Plan Approval – Planning Commission overall review project plan as to its compliance with the Comprehensive Plan.

ISSUE: Review and approval of the project plan as to its compliance with the Comprehensive Plan.

BACKGROUND: Pursuant to state statute, the Planning Commission is required to review and recommend approval of the project plan as to its compliance with the Comprehensive Plan.

ALTERNATIVES:

1. The Planning Commission may recommend approval of the project plan as it pertains to meeting compliance with the Comprehensive Plan.
2. The Planning Commission may recommend denial of the project plan as it pertains to meeting compliance with the Comprehensive Plan.

RECOMMENDATION: Staff has reviewed the project plan as it pertains to compliance with the Comprehensive Plan and recommends approval.

Planning Commission RECOMMENDATION: (26/Apr/2012) - PC Recommends Approval - Project Plan in compliance with the Comprehensive Plan. Members Present- 7

Vote
Yea – 7
Nay – 0

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

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

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

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

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

Kansas Lodging I, LLC

VIA Hand Delivery
May 15, 2012

City of Garden City
Kaleb Kentner, AICP
301 N. 8th
Garden City, Kansas

RE: Petition for Annexation

Dear Mr. Kentner:

Pursuant to KSA 12-520c, I hereby petition for annexation of a certain tract of land I own into the City of Garden City; said tract of land is not adjoining the City of Garden City.

The tract of land lies at the intersection of Kansas Ave. and Mary Street (as relocated) and is more particularly described in Exhibit A and depicted on Exhibit B.

Please undertake the required action to approve annexation by June 15th as a target date.

Sincerely,
Kansas Lodging I, LLC



Jonathan Pitman, Manager

Encl: Exhibit A, Legal Description,
Exhibit B, ALTA Survey
Exhibit C, Site Plan

(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS _____ DAY OF _____, 2012)

ORDINANCE NO. _____-2012

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(c).

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in the Southeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, the owner or owners of the land consent to annexation of the following described land pursuant to K.S.A. 12-520(c), as amended; and

WHEREAS, the governing body of the City of Garden City, Kansas, finds it advisable to annex such land.

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

SECTION 1. That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A tract located in the Northwest and Southwest Quarters of the Northeast Quarter of Section 9, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Section 9, thence S 01°28'42" W, 590.00 feet; thence N 88°21'23" W, 106.95 feet to the POINT OF BEGINNING; thence continuing N 88°21'23" W, 837.61 feet to the southeasterly right-of-way line of K-156 (Kansas Avenue); thence N 44°46'34" W, 573.02 feet along said right-of-way line to the southwesterly right-of-way line of Jennie Barker Road; thence N 88°46'34" E, 21.21 feet along said right-of-way; thence continuing along said right-of-way, S 45°13'26" E, 471.39 feet to a point of curvature; thence along a curve to the left whose radius is 460.00 feet,

with a central angle of 15°13'41", 123.60 feet to the point of beginning. Said tract consisting of 4.3 acres, more or less.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 5th day of June, 2012.

David D, Crase, Mayor

ATTEST:

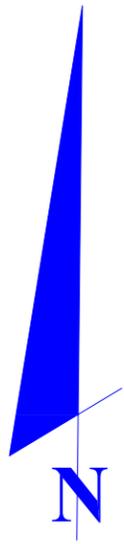
Celyn N. Hurtado, City Clerk

TREET

JEN

MARY STREET

200'



K-156 KANSAS AVENUE

JENNY BARKER RD.

MARY STREET

AREA OF ANNEXATION

NE CORNER
SEC. 9, T24S, R32W

4 3
9 10

N44°46'34"E 573.02

N89°46'34"E
21.21

S45°13'26"E
471.39

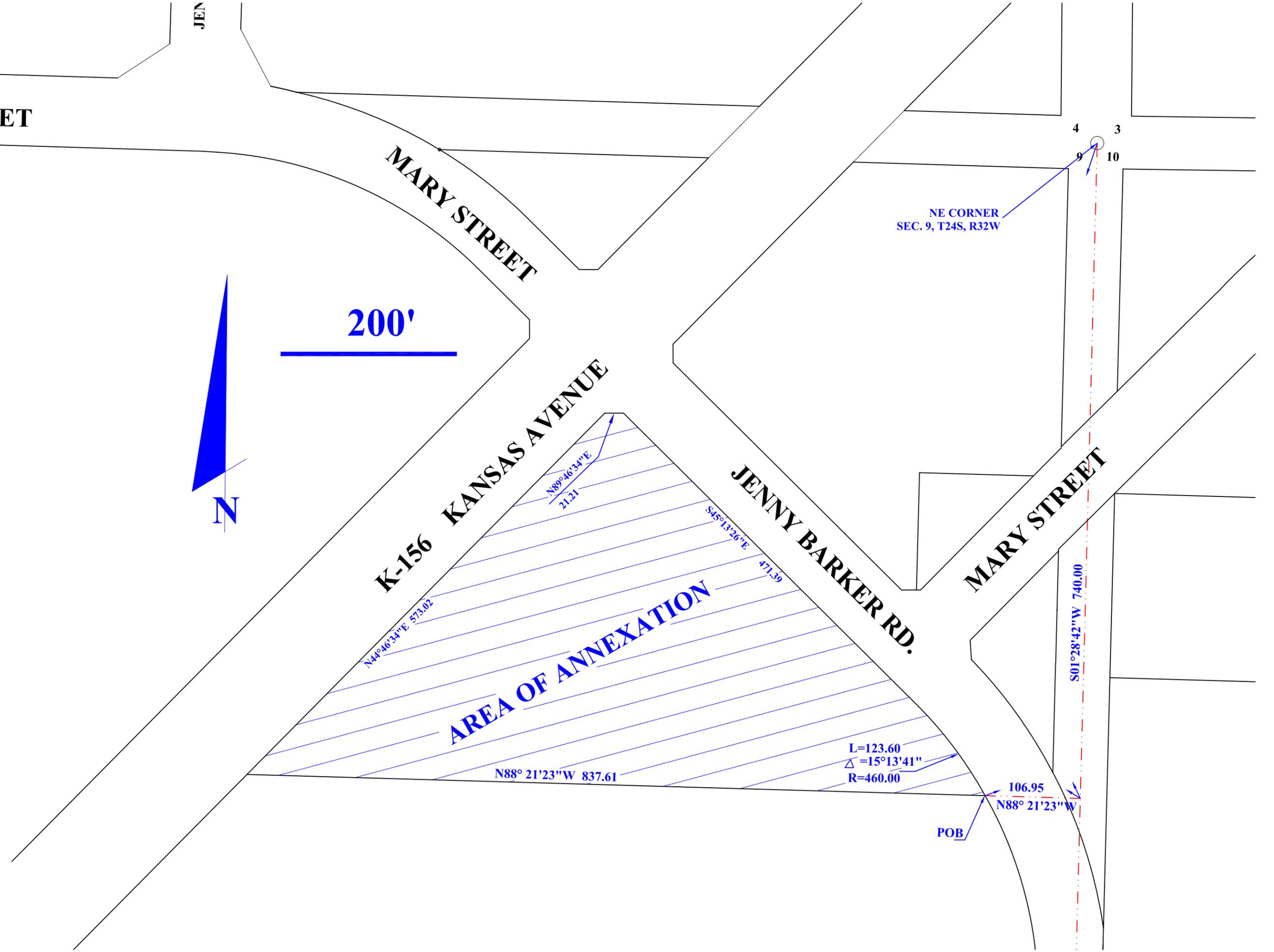
N88° 21'23"W 837.61

L=123.60
Δ=15°13'41"
R=460.00

106.95
N88° 21'23"W

POB

S01°28'42"W 740.00



New Business

FINNEY COUNTY, KANSAS

2013
 BUDGET REQUEST
 OF Finney Co. Economic Development Corp.
 (Name of Organization)

	2007 ACTUAL	2008 ACTUAL	2009 ACTUAL	2010 ACTUAL	2011 ACTUAL	2012 BUDGET	2013 REQUEST
1. Cash:							
1a. Cash in Bank, Jan 1	\$100,719.32	\$174,060.05	\$210,952.25	\$208,775.89	\$191,341.81	\$156,602.95	\$130,052.95
1b. Other Cash Available							
1c. TOTAL CASH.....	\$100,719.32	\$174,060.05	\$210,952.25	\$208,775.89	\$191,341.81	\$156,602.95	\$130,052.95
2. REVENUES:							
2a. Finney County	\$129,835.12	\$124,254.00	\$120,934.21	\$117,485.85	\$118,009.32	\$129,000.00	\$129,000.00
2b. Other Counties							
2c. Federal Funds							
2d. State Funds							
2e. Fees							
2f. Interest Earned	\$9,114.41	\$4,107.92	\$2,004.28	\$1,500.34	\$773.90	\$2,000.00	\$750.00
2g. Other (Explain)	\$3,160.88	\$7,045.02	\$9,891.17	\$15,957.04	\$4,833.61	\$0.00	\$0.00
2h. City of Holcomb	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
2i. GCCC	\$11,750.00	\$11,800.00	\$11,500.00	\$12,000.00	\$11,750.00	\$11,750.00	\$11,750.00
2j. City of Garden City	\$94,000.00	\$101,500.00	\$89,000.00	\$89,000.00	\$89,000.00	\$94,000.00	\$94,000.00
2k. Chamber of Commerce	\$11,264.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2l. Job Fair Income	\$0.00	\$0.00	\$0.00	\$0.00	\$910.00	\$0.00	\$0.00
2m. GCCC Reimbursement	\$2,887.46	\$21,884.95	\$19,995.26	\$0.00		\$0.00	\$0.00
2n. Image sales - Misc	\$9,343.21	\$5,342.22	\$0.00	\$0.00		\$0.00	\$0.00
3. TOTAL REVENUES	\$282,355.99	\$286,934.11	\$264,324.92	\$246,943.23	\$236,276.83	\$247,750.00	\$246,500.00
4. TOTAL FUNDS AVAILABL (Line 1c. Plus line 3)	\$383,075.31	\$460,994.16	\$475,277.17	\$455,719.12	\$427,618.64	\$404,352.95	\$376,552.95
5. Expenditures:							
5a. Personal Services							
5b. Commodities							
5c. Contractual							
5d. Capital Outlay							
5e. Transfers							
5f. Primary Goals	\$30,041.80	\$41,541.50	\$54,062.54	\$57,625.27	\$72,169.48	\$72,000.00	\$85,500.00
5g. Fixed Expenses	\$178,973.46	\$208,500.41	\$212,438.74	\$206,752.04	\$198,846.21	\$202,300.00	\$240,200.00
5h. _____							
5i. _____							
6. TOTAL EXPENDITURES	\$209,015.26	\$250,041.91	\$266,501.28	\$264,377.31	\$271,015.69	\$274,300.00	\$325,700.00
7. Cash Balance, December (Line 4 minus Line 6)	\$174,060.05	\$210,952.25	\$208,775.89	\$191,341.81	\$156,602.95	\$130,052.95	\$50,852.95



GARDEN CITY DOWNTOWN VISION

– A KANSAS MAINSTREET CITY –

May 2012

Good things continue to happen in our Downtown and 2011-12 was no exception! We celebrated:

- Over \$920,617 in private reinvestment into Downtown businesses and those dollars were matched by nearly \$107,766 from the City in curbing, guttering, sidewalks, Stevens Park and Talley Trail improvements in our central business district;
- Over 3,387 volunteer hours with an economic impact of over \$59,441;
- In our nearly eight years we have netted 53 new businesses that created 149.5 new jobs;
- We partnered with Art in the Park and the Knights of Columbus Oktoberfest and saw a record number of FallFest 2011 attendees with well over 5,500 people having fun on Main Street;
- A marked increase in attendance and participation in our Banner Art Project that saw the average auction price per banner jump from \$82 in 2008 to \$147 in 2009 to \$192 in 2010 to \$236 in 2011;
- Record crowds at Commerce Bank's TubaChristmas Concert on Grant Avenue, and Burtis Motors' Christmas Parade hosted over 40 entries and a packed Main Street;
- The addition of 13 new businesses and Third Thursdays beginning in October added feet on streets and rang cash registers as Downtown businesses stayed open late and vendors lined the sidewalks;
- The development of the Downtown Master Plan based in information gathered from the 2009 City of Garden City's Comprehensive Plan and Downtown Market Analysis;
- Garnering five more Kansas Main Street Awards thus bringing our total to 28 trophies;
- Ongoing recruitment to fill empty storefronts with retail businesses and revitalizing second story residential opportunities with the development of a DVD showcasing Main Street apartments;
- And an increase of five new Downtown Vision members

We are asking for an additional \$5,000 from the City to help offset the costs associated with hiring a part-time receptionist/secretary so that our executive director can work uninterrupted on special projects and get out to visit with our membership. We have maintained our \$55,000 request to the City since 2007-08 budget year.

Finally, thank you for your continued support and enthusiasm for our work to enhance our Main Street for it truly is the heart and soul of Garden City!

Beverly Schmitz Glass, PhD
Executive Director

Nicole Lucas
Board President

Downtown Vision Budget for January 1, 2013 thru December 31, 2013

INCOME	Budget Amt
Membership Dues	\$30,000.00
Sponsorships	\$10,000.00
Grant Income	\$60,000.00
Special Events	\$25,000.00
Interest Income	\$35.00
Total	\$125,035.00
Total INCOME	\$125,035.00

2010-11 VS. 2011-12 Comparison			
2010-11 Income	\$0.00	2011-12 Income	\$125,035.00
2010-11 Expenses	\$0.00	2011-12 Expenses	\$121,035.00
2010-11 Net Income	\$0.00	2011-12 Net Income	\$4,000.00
		Net Increase of:	\$4,000.00

EXPENSES
PAYROLL EXPENSES

Office Salaries	\$50,000.00
Hourly Wages	\$11,500.00
Employee Benefits	\$5,400.00
Payroll Taxes	\$5,400.00
Total Payroll Expenses	\$72,300.00

(This represents a 3 % increase. The benefits are the same as 2011-2012)
For Bookkeeper & Part-Time Receptionist

Professional Fees \$1,000.00

OPERATIONS

Utilities	\$6,000.00
Telephone	\$1,600.00
Office Supplies	\$3,200.00
Postage	\$3,000.00
Printing & Copying	\$200.00
Newsletter	\$205.00
Insurance	\$2,300.00
Memberships/Subscriptions	\$1,000.00
Volunteer/Business Appreciation	\$1,750.00
Repairs & Maintenance	\$2,430.00
Equipment Rental	\$6,500.00

(This incorporates the possibility of having to pay our electric bill)

(This includes \$ 77.40 per month service for the copier)
For Copier & Postage Machine

Office Maintenance	\$2,250.00
Total Operations Expenses	<u>\$30,435.00</u>
TRAVEL & MEETINGS	
Conference Fees	\$300.00
Travel	\$750.00
Mileage	\$900.00
Meals	\$600.00
Lodging	\$1,500.00
Total Travel Expenses	<u>\$4,050.00</u>
Advertising	\$10,000.00
Special Event Supplies	\$2,500.00
Bank Charges	\$250.00
Misc Expense	\$500.00
Total	<u>\$13,250.00</u>
TOTAL EXPENSES	<u><u>\$121,035.00</u></u>
NET INCOME (LOSS)	<u><u>\$4,000.00</u></u>



To: City Commission
Date: May 18, 2012
From: Kelly Stevenson, Cemetery Sexton
RE: Bellevue Mausoleum Proposal

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

An undisclosed party wishes to construct a mausoleum in the Valley View Cemetery as well as obtain an additional 10 traditional burial spaces to be placed in proximity of the mausoleum.

Background

The mausoleum is approximately 15 feet deep, 20 feet wide and 15 feet high. This size of mausoleum cannot be accommodated in any *developed* area of the cemetery much less provide an additional 10 burial spaces. After viewing the purchaser's construction needs, it is felt that the undeveloped Bellevue Section would be the most suitable area for this project. This section is located in the southwest corner of the cemetery. It is north of Bellevue Street and west of the Main Street entrance of the Valley View Cemetery.

The Bellevue Section is intended to be developed into an in-ground columbarium. The suggested area, which is approximately 1 acre, could accommodate approximately 240 cremations. If the suggested area were to be used for traditional burials it could accommodate approximately 36 burials. The area recommended is about 1/3 of the section. There is an estimated revenue loss of \$96,000 from cremations and an estimated \$27,000 revenue loss for traditional burials. Let it be noted, however, that the cremation revenue would accumulate over a rather long period of time in comparison to the traditional burials.

The purchaser has intentions of installing sod and trees in the area affected by the mausoleum at no cost to the City of Garden City. The purchaser has also agreed to install a chain-linked fence on the south and west sides of the Bellevue Section as well as a 6 foot wooden fence to conceal an 8 inch backflow device that sits on the west side of the mausoleum area. The chain-linked fence will replicate the existing commercial grade fence on the east side of the cemetery. This fence is on the schedule for construction in 2013, but the 6 foot wooden fence is not on the current schedule since the section is just now being considered for development. The budgeted amount for the chain-linked fence is \$10,700.

After all the plans and layouts are completed, the cemetery will install the irrigation system needed to maintain the area around the mausoleum. At this time it appears that the cemetery has most of the supplies needed to complete the irrigation installation. This will be at no cost to the purchaser.

The representative of the purchaser also indicated that they are willing to leave the costs open ended to allow for any unexpected expenses that may need to be negotiated. In addition, the purchaser would like to complete the fencing projects at a lower cost, if possible. They have also offered to submit their final fencing costs to allow the City of

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CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
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Garden City to view any savings that might incur on those projects and to pass those savings onto the City.

Alternatives

1. Reserve the Bellevue Section for its' intended purpose. (In-ground columbarium or traditional burials)
2. Charge purchaser the revenue loss of \$27,000 and deduct the fencing costs from that amount. (Cap the maximum credit for the deductions to \$10,700.)
3. Charge purchaser the revenue loss of \$96,000 and deduct the fencing costs from that amount. (Cap the maximum credit for the deductions to \$10,700.)
4. Charge purchaser for revenue losses (\$27,000 or \$96,000) and the City of Garden City assumes the costs of the fencing projects.

Recommendations

Staff recommends allowing the undisclosed party to purchase the suggested area in the Bellevue Section at the cost of \$27,000 minus the cost of the two fencing projects. It is also recommended that the purchase price is not to fall below \$17,000 after the costs of the fencing have been incurred. If the costs exceed the allotted amount then the balance falls on the purchaser.

Fiscal Note

Revenue generated at the cemetery is a general fund revenue.

The chain-linked fencing project was budgeted at \$10,700 and approved to come out of the Cemetery Endowment Fund Account in 2013. It is possible that both fencing projects can be completed within the \$10,700 amount if the purchaser has access to other resources that may help reduce those costs.

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

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City Counselor

CITY ADMINISTRATIVE

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301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

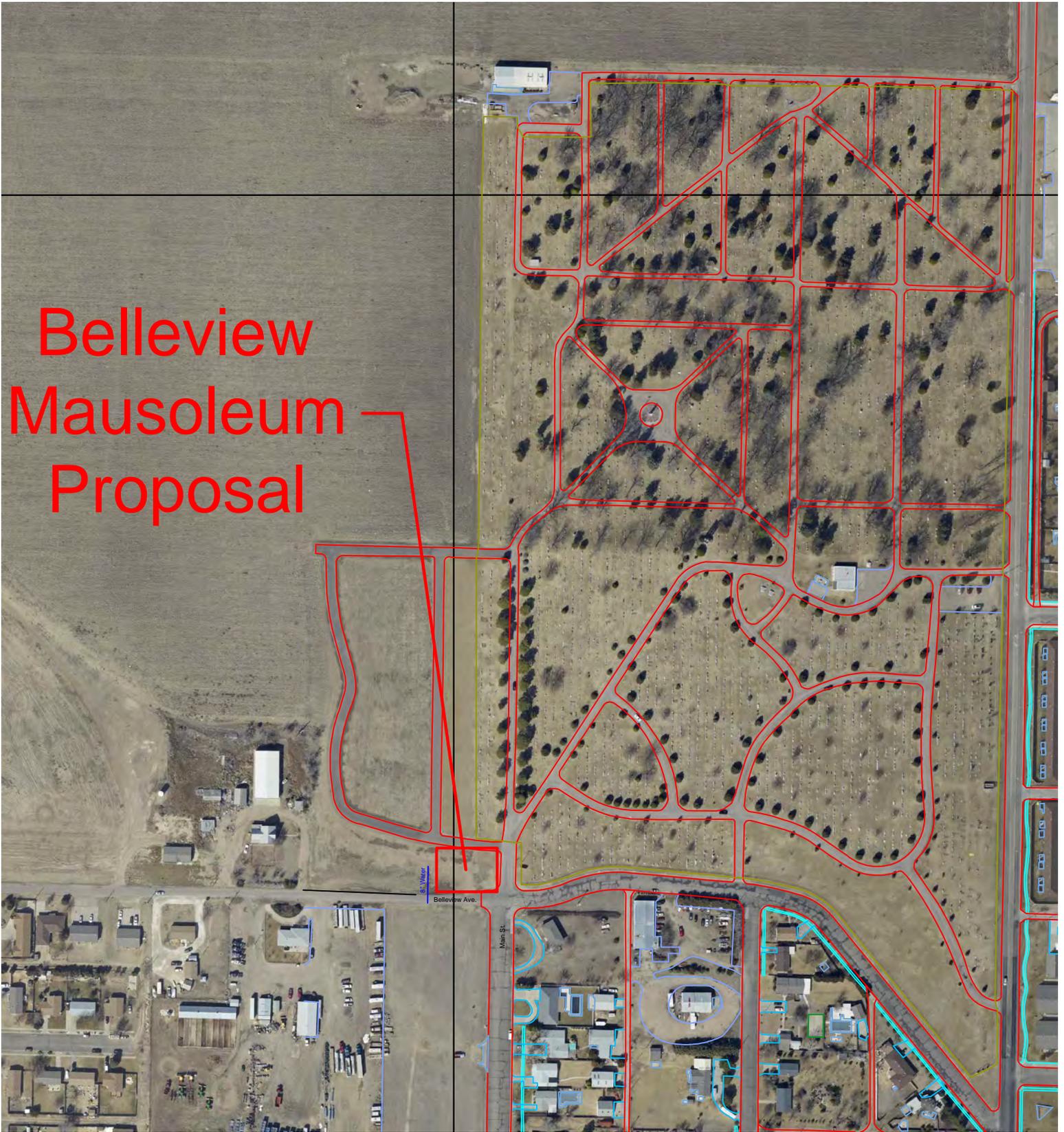
67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

Bellevue Mausoleum Proposal





**Bellevue
Mausoleum
Proposal**

8" Water

Bellevue Ave.

Main St.



Dear City Commission members,

I am pleased to submit this request for funding on behalf of the Garden City Arts (GCA) to the City of Garden City for consideration of being included in the upcoming budget. As you will see through a review of the proposed project, GCA is seeking \$15,000, which will enable the organization to enrich the community.

Garden City Arts is a non-profit organization with 501(c)(3) status. Our mission is to enrich lives and encourage creativity through the arts. This is our mission statement, as well as a call to action and a promise to build a foundation for decades to come. Our goals for this include:

- Re-opening our doors to full-time hours
- Working with other art entities in Garden City to create an alliance of like-minded individuals with a united vision of enriching opportunities within the community.
- Staff a writers' roundtable
- Host an artists' conference and workshop
- Introduce an improvisation group
- Schedule a new fall fundraiser
- Offer educational opportunities to both youth and adults
- Organize a downtown gallery walk

How does GCA impact the community? The Holcomb school district, because of budgetary restrictions, has eliminated elementary art education from its schools. During the summer months, there are limited avenues for students to receive art education. Our organization can bridge that gap. Studies show that students who have access to the arts perform better in reading and math. Other studies, one of which I have included for you, shows that artful events do boost a community's economy. Being able to boast of a flourishing arts community also helps leaders market their community to potential businesses and professionals looking to relocate. I could go on, but let's move on to what our needs are if we are to accomplish the above stated goals.

The following is a list of needs GCA requires to maintain operations in the coming year:

- Operational support: In the past, the gallery operated from 10 a.m. to 5 p.m. Tuesday through Saturday. Loss of funding from the Kansas Arts Commission, which was dismantled last year, forced the gallery into part-time operation. We are currently open from 1:30 to 5:30 Tuesday through Friday and 10 a.m. to 3 p.m. Saturdays. We are requesting \$8,000 for operational support to resume full-time hours.
- Bookkeeper: Because of increased federal regulations and record-keeping requirements, GCA employs a part-time bookkeeper to help manage the organization and financial obligations. Our organization is requesting \$1,500 for this position to continue under the supervision of Cindalea Vagher.
- Educational workshops: GCA plans to offer several educational art workshops for local artists and youth. As struggling non-profit, it is not financially feasible for GCA to compensate a workshop instructor and offer the needed supplies to host workshops without additional support. GCA is requesting \$2,000 so that workshops can be offered.
- Community communication: To keep the public aware of upcoming events at GCA, the gallery sends out monthly postcards, prints events flyers and would like to be able to print

a monthly newsletter. All of this adds to our expense and for that reason we are requesting \$1,500 to help defray those costs.

- Gallery rental furnishings: With intentions to generate more income and traffic at the gallery, GCA is going to start "renting out" the gallery space to interested parties for small events. The request of \$1,000 will be used to help purchase tables, chairs and table dressings.
- Continuing education and travel: Continuing education for gallery manager Ramona McCallum and interim executive director Laurie Chapman is needed to ensure the gallery's most beneficial operation. Travel occurs to recruit new consignment artists and to compare and contrast operations of other arts organizations. A request of \$1,000 will be used for traveling expenses to pick up new artwork and visit galleries, art shows and non-profit organization meetings.

Currently, our expected sources of revenue are as follows:

\$10,000 from Garden Party, our largest annual fundraiser

\$10,000 from our donor support drive

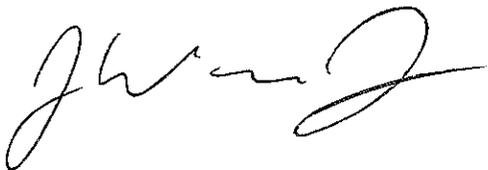
\$1,500 from Western Kansas Community Foundation

\$15,000 from the Finnup Foundation

Currently, our organization measures its success by tracking gallery visitors, traffic on our Facebook fan page, our mailing list and recognition in the local media. Last year, we received approximately 3,000 visitors in the gallery. Currently we have 139 fans on our Facebook and that number grows almost daily. Our mailing lists stands with 427 contacts and we are typically covered by The Garden City Telegram at each event. If this money were agreed upon, GCA would be able to increase the number of visitors, not only to the gallery but also to other downtown merchants. Our art patrons, 34 consignment artists - primarily local artists, over 200 local artists featured in monthly exhibits, and students participating in shows or attending workshops also would benefit from the funding.

We ask that you please carefully consider our request. Should you have any questions regarding any of the contents of the enclosed proposal, please feel free to contact me, Jeffrey Weeast, at (620) 937-2607.

Sincerely,



Jeffrey Weeast

Garden City Arts Board president

The Arts Mean Business

From major metropolitan areas to small rural towns, this research shows that the nonprofit arts and culture industry is an economically sound investment. It attracts audiences, spurs business development, supports jobs, and generates government revenue. Locally as well as nationally, the arts mean business.

Mayors understand the connection between the arts industry and city revenues. Besides providing thousands of jobs, the arts generate billions in government and business revenues and play an important role in the economic revitalization of our nation's cities.

DOUGLAS H. PALMER
Mayor of Trenton
President, The United States Conference of Mayors

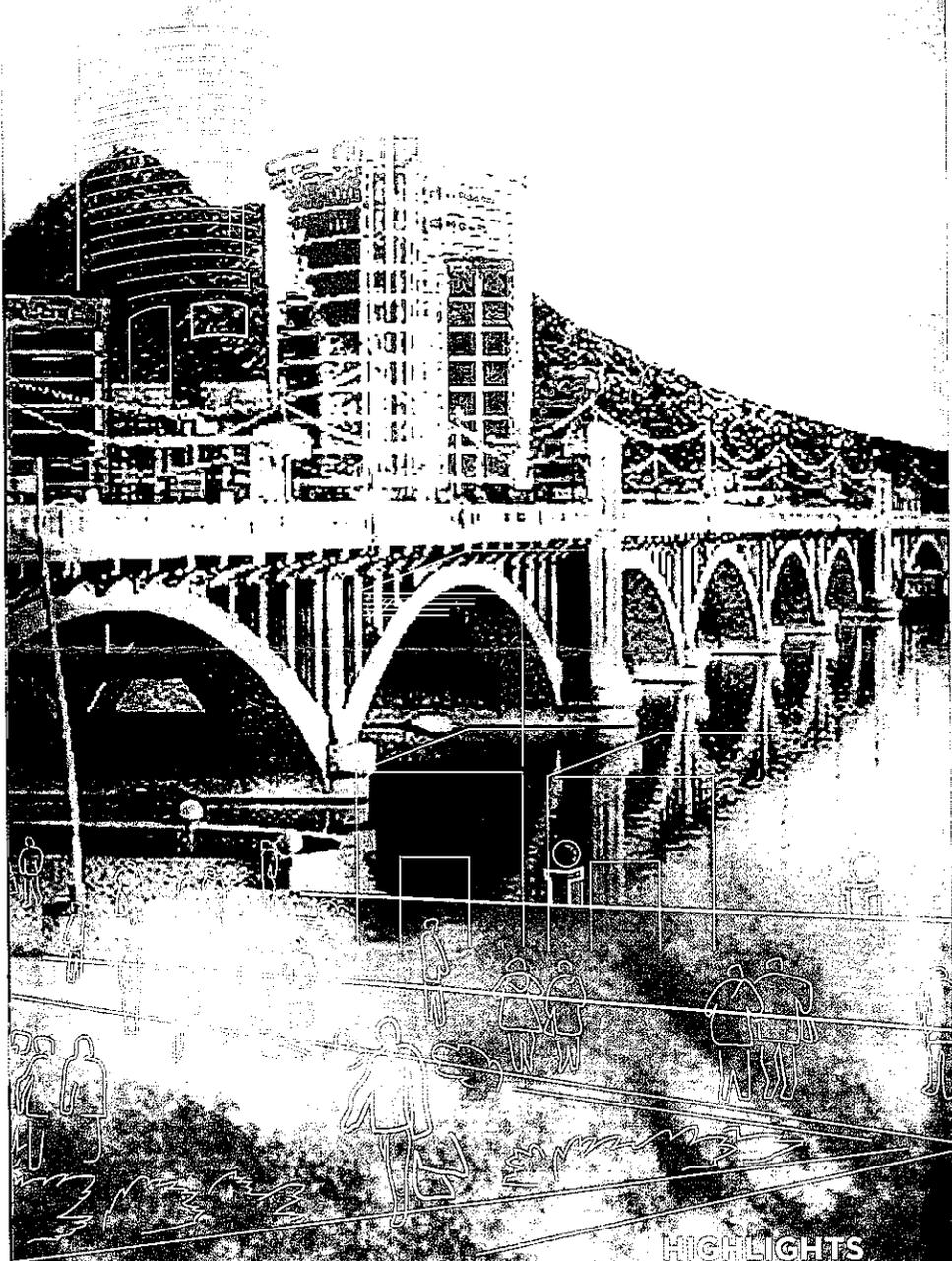
The arts have been and continue to be an important part of Arizona's culture. By igniting the mind, the arts can spark new ways of thinking, communicating, and doing business.

JANET NAPOLITANO
Governor of Arizona
Chair, National Governors Association



Arts & Economic Prosperity ^{III}

The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences



HIGHLIGHTS

About This Study

Arts & Economic Prosperity III was conducted by Americans for the Arts to document the economic impact of the nonprofit arts and culture industry in 156 communities and regions representing all 50 states and the District of Columbia. The diverse communities range in population (four thousand to three million) and type (rural to urban). The study focuses solely on nonprofit arts and culture organizations and their audiences and excludes spending by individual artists and the for-profit arts and entertainment sector (e.g., Broadway or the motion picture industry). Detailed expenditure data was collected from 6,080 arts and culture organizations and 94,478 of their attendees. The project economists, from the Georgia Institute of Technology, customized input/output analysis models for each study region to provide specific and reliable economic impact data. To derive the national estimates, the study regions were stratified into six population groups, and an economic impact average was calculated for each group. The nation's largest 12,662 cities were then assigned to one of the six groups based on their population as supplied by the U.S. Census Bureau. Each city was assigned the economic impact average for its population group, and then all were added together to determine the national economic impact findings. The two largest U.S. cities, New York and Los Angeles, each with more than \$1 billion in organizational expenditures, were excluded from this study to avoid inflating the national estimates.

For more information on **Arts & Economic Prosperity III**, including information on downloading and purchasing all study reports, please visit www.AmericansForTheArts.org/EconomicImpact. Americans for the Arts staff are available for speaking engagements. If interested, please contact the Research Department at 202.371.2830 or at research@artsusa.org.

Economic Impact of America's Nonprofit Arts & Culture Industry

America's nonprofit arts and culture industry generates **\$166.2 billion** in economic activity every year—\$63.1 billion in spending by organizations and an additional \$103.1 billion in event-related spending by audiences. The national impact of this activity is significant, supporting 5.7 million jobs and generating \$29.6 billion in government revenue.

ECONOMIC IMPACT OF THE NONPROFIT ARTS & CULTURE INDUSTRY (expenditures by both organizations and audiences)

Total Expenditures	\$ 166.2 billion
Full-Time Equivalent Jobs	5.7 million
Resident Household Income	\$ 104.2 billion
Local Government Revenue	\$ 7.9 billion
State Government Revenue	\$ 9.1 billion
Federal Income Tax Revenue	\$ 12.6 billion

There is no better indicator of the spiritual health of our city, its neighborhoods, and the larger region than the state of the arts. The arts deepen our understanding of the human spirit, extend our capacity to comprehend the lives of others, allow us to imagine a more just and humane world. Through their diversity of feeling, their variety of form, their multiplicity of inspiration, the arts make our culture richer and more reflective.

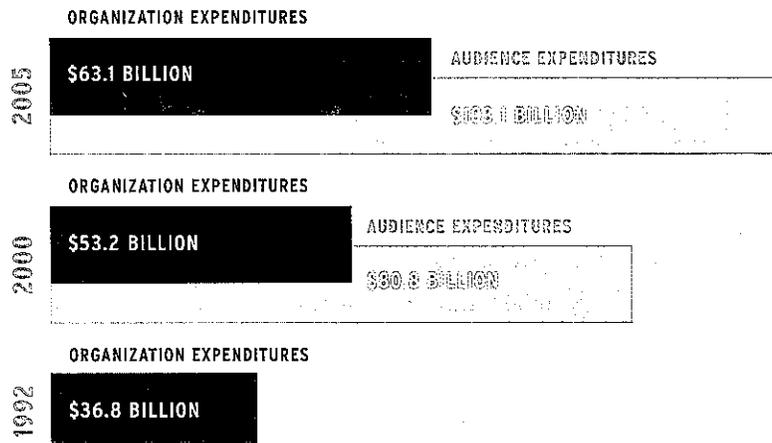
JONATHAN FANTON
President, MacArthur Foundation

NONPROFIT ARTS & CULTURE: A GROWTH INDUSTRY

Between 2000 and 2005, the nonprofit arts and culture industry grew 24 percent, from \$134 billion to \$166.2 billion. Spending by organizations grew to \$63.1 billion in 2005, up 19 percent from \$53.2 billion in 2000. Event-related spending by their audiences boasts an even greater increase—from \$80.8 billion in 2000 to \$103.1 billion in 2005 (28 percent).

GROWTH OF THE NONPROFIT ARTS & CULTURE INDUSTRY

(U.S. Dollars in Billions)



Audience expenditure data not collected in 1992.

ECONOMIC IMPACT OF NONPROFIT ARTS & CULTURE ORGANIZATIONS

Nonprofit arts and culture organizations are valuable contributors to the business community. They are employers, producers, consumers, and key promoters of their cities and regions. Nonprofit arts and culture organization spending in 2005 was an estimated \$63.1 billion.

IMPACT OF NONPROFIT ARTS & CULTURE ORGANIZATIONS

Total Expenditures	\$ 63.1 billion
Full-Time Equivalent Jobs	2.6 million
Resident Household Income	\$ 57.3 billion
Local Government Revenue	\$ 2.8 billion
State Government Revenue	\$ 3.5 billion
Federal Income Tax Revenue	\$ 6.9 billion

ECONOMIC IMPACT OF NONPROFIT ARTS & CULTURE AUDIENCES

The arts and culture industry, unlike many industries, leverages a significant amount of event-related spending by its audiences. Attendance at arts events generates related commerce for local businesses such as restaurants, parking garages, hotels, and retail stores. Data collected from 94,478 attendees at a range of events reveal an average spending of \$27.79 per person, per event—in addition to the cost of admission. This spending generated an estimated \$103.1 billion of valuable revenue for local merchants and their communities in 2005.

IMPACT OF NONPROFIT ARTS & CULTURE AUDIENCES

Total Expenditures	\$ 103.1 billion
Full-Time Equivalent Jobs	3.1 million
Resident Household Income	\$ 46.9 billion
Local Government Revenue	\$ 5.1 billion
State Government Revenue	\$ 5.6 billion
Federal Income Tax Revenue	\$ 5.7 billion

The findings also reveal that nonlocal attendees spend twice as much as local attendees (\$40.19 vs. \$19.53), demonstrating that when a community attracts cultural tourists, it harnesses significant economic rewards.

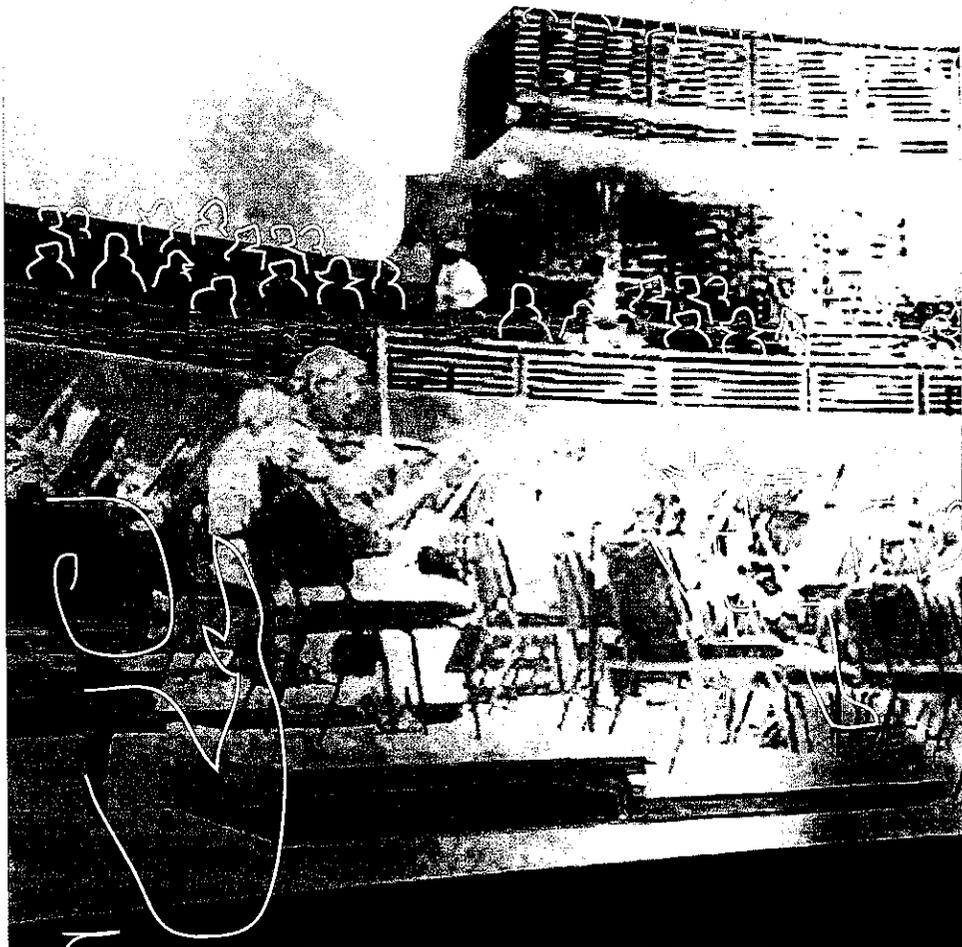
Across America, cities that once struggled economically are reinventing and rebuilding themselves by investing in art and culture—a proven catalyst for growth and economic prosperity. By creating cultural hubs, nonprofit arts businesses help cities define themselves, draw tourists, and attract investment. Federal support for America's nonprofit cultural organizations must go on if we hope to continue enjoying the substantial benefits they bring.

LOUISE M. SLAUGHTER
U.S. House of Representatives (NY)
Co-Chair, Congressional Arts Caucus

In my own philanthropy and business endeavors, I have seen the critical role that the arts play in stimulating creativity and in developing vital communities. As this study indicates, the arts have a crucial impact on our economy and are an important catalyst for learning, discovery, and achievement in our country.

PAUL G. ALLEN

Philanthropist and Co-Founder, Microsoft

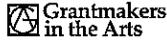




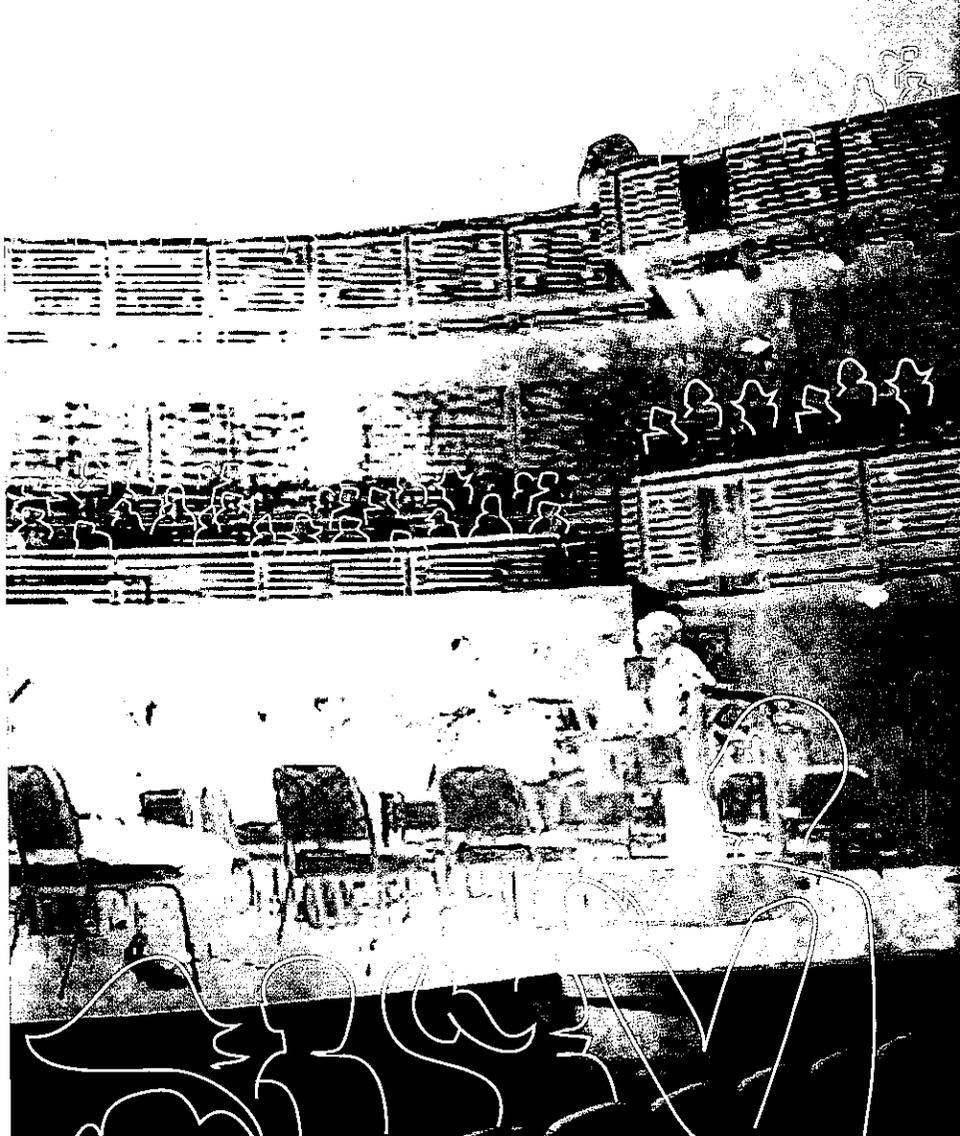
1000 Vermont Avenue, NW, 6th Floor
Washington, DC 20005
T 202.371.2830
F 202.371.0424
E research@artsusa.org
W www.AmericansForTheArts.org

The following national organizations partner with Americans for the Arts to help public- and private-sector leaders understand the economic and social benefits that the arts bring to their communities, states, and the nation.

PARTNERS:



Americans for the Arts is the nation's leading nonprofit organization for advancing the arts in America. Established in 1960, we are dedicated to representing and serving local communities and creating opportunities for every American to participate in and appreciate all forms of the arts.



Garden City Arts Board of Directors, 2012

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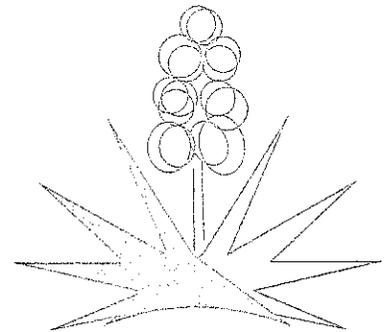
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620.260.9700
gardencityarts@gmail.com

The mission of the Garden City Arts is to enrich lives and encourage creativity through the arts.



2012 Board of Directors:
Jeffrey Weeast, president
Lara Bors, vice-president
Elizabeth Baker, secretary
Alejandra Juarez, treasurer
Laurie Chapman
Deb Huber
Jim McAllister
Kelley Reeve
Brenda Rome
Paula Sloderbeck



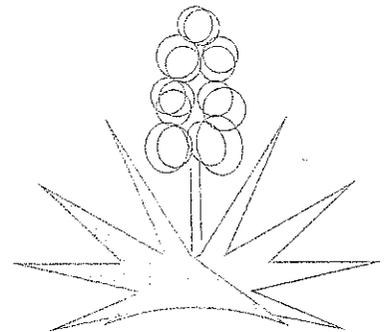
2012 Operational Budget

30,000	Payroll
10,750	Rent & Utilities
5,000	Supplies - Art & Office
3,000	Building Improvements
3,000	Communications
2,000	Continuing Education & Travel
2,000	Educational Workshops
1,500	Accounting Fees
1,500	Postage
1,000	Newsletter
1,000	Fundraising Expenses
250	Insurance
\$61,000	TOTAL



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Brenda Rome
Paula Sloderbeck

Brian Nelson, gallery manager



12:35 PM
02/26/12
Cash Basis

Garden City Arts Inc
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
Ordinary Income/Expense	
Income	
Exhibit Entry Fees	775.00
Donation	11,677.29
Grants	
WKC Foundation	466.00
Finnup Foundation	15,000.00
State of Kansas	940.00
Total Grants	<u>16,406.00</u>
Membership Dues	
Benefactor	1,000.00
Donor	1,100.00
Family	1,010.00
Individual	1,505.00
Patron	500.00
Membership Dues - Other	600.00
Total Membership Dues	<u>5,715.00</u>
Miscellaneous Income	267.79
Sales	
Sales-Consigned Inventory	15,536.84
Sales - Other	50.00
Total Sales	<u>15,586.84</u>
Total Income	50,427.92
Cost of Goods Sold	
COGS-Consigned Inventory	14,239.26
Cost of Goods Sold	126.48
Total COGS	<u>14,365.74</u>
Gross Profit	36,062.18
Expense	
The Watering Hole	393.94
Office Equipment	67.11
Computer programs	106.86
Advertising	
Newspaper	849.25
Other Advertising	110.00
Total Advertising	<u>959.25</u>
Bank Service Fees	31.50
Cash Long/Short	77.10
Credit Card Fees	915.56
Dues and Subscriptions	477.95

12:35 PM
02/26/12
Cash Basis

Garden City Arts Inc
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
Fundraising Expenses	
Entertainment Exp-Fundraising	929.13
Total Fundraising Expenses	929.13
Insurance	
Liability Insurance	250.00
Total Insurance	250.00
Licenses and Permits	40.00
Miscellaneous	
Payroll Expenses	
Payroll Taxes	1,730.25
Wages & Salaries	21,065.78
Payroll Expenses - Other	1,671.63
Total Payroll Expenses	24,467.66
Postage and Delivery	516.56
Printing and Reproduction	74.50
Prizes Awarded	760.58
Professional Fees	
Accounting	1,184.00
Total Professional Fees	1,184.00
Rent	8,250.00
Repairs	
Building Repairs	114.09
Equipment Repairs	14.68
Total Repairs	128.77
Supplies	
Office Supplies	884.34
Other Supplies	268.18
Total Supplies	1,152.52
Travel & Ent	
Travel	221.09
Total Travel & Ent	221.09
Utilities	
Electric, Gas and Water	2,061.22
Telephone	1,387.31
Total Utilities	3,448.53
Total Expense	44,452.61
Net Ordinary Income	(8,390.43)

12:35 PM
02/26/12
Cash Basis

Garden City Arts Inc
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
Other Income/Expense	
Other Income	
Interest Income	23.60
Total Other Income	<u>23.60</u>
Net Other Income	<u>23.60</u>
Net Income	<u><u>(8,366.83)</u></u>

12:33 PM
02/26/12
Cash Basis

Garden City Arts Inc
Balance Sheet
As of December 31, 2011

	<u>Dec 31, 11</u>
ASSETS	
Current Assets	
Checking/Savings	
WSB Checking Account 3961000506	2,900.01
WSB MMA #88650950415	16,975.97
Cash Drawer	100.00
Total Checking/Savings	<u>19,975.98</u>
Other Current Assets	
Inventory	
Inventory-Consigned Goods	54,282.17
Total Inventory	<u>54,282.17</u>
Undeposited Funds	29.28
Total Other Current Assets	<u>54,311.45</u>
Total Current Assets	74,287.43
Fixed Assets	
Equipment & Furnishings	1,741.08
Accumulated Depreciation	(1,598.00)
Total Fixed Assets	<u>143.08</u>
TOTAL ASSETS	<u><u>74,430.51</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	44,490.82
Total Accounts Payable	<u>44,490.82</u>
Other Current Liabilities	
Layaways Paid	101.52
Payroll Liabilities	
SS Payable Council	407.73
Medicare Payable Council	95.35
Federal Payable	527.00
Medicare Payable Employee	95.35
SS Payable Employee	276.22
Kansas Withholding Tax Payable	50.00
Total Payroll Liabilities	<u>1,451.65</u>

12:33 PM
02/26/12
Cash Basis

Garden City Arts Inc
Balance Sheet
As of December 31, 2011

	<u>Dec 31, 11</u>
Gift Certificates	643.19
Sales Tax Payable	446.79
Total Other Current Liabilities	<u>2,643.15</u>
Total Current Liabilities	<u>47,133.97</u>
Total Liabilities	47,133.97
Equity	
Fund Balance	25,046.97
Opening Bal Equity	10,616.40
Net Income	(8,366.83)
Total Equity	<u>27,296.54</u>
TOTAL LIABILITIES & EQUITY	<u><u>74,430.51</u></u>



June 6, 2012

Mr. Joe Yager
Executive Officer
REAP
Box 155
1845 Fairmont
Wichita, KS 67260

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

Dear Mr. Yager and the REAP Executive Committee,

The City of Garden City and Garden City Regional Airport submit this application for consideration of grant funding under the Kansas Affordable Airfares Program. We sincerely appreciate the committee's support in 2012 to help bring an affordable airfare solution to western Kansas. The primary partners, Garden City and Dodge City Regional Airports have both realized increased enplanements and lower ticket prices. We ask for your continued support with 2013 funding. The following information is organized in accordance with the Request for Proposal guidelines. If you have further questions, please contact Garden City Regional Airport's Director of Aviation Rachelle Powell.

Purpose

The City of Garden City requests \$250,000 of Kansas Affordable Airfares Program funding to secure regional jet service from the regional airport in western Kansas.

Background

The City of Garden City is one of five communities in western Kansas that receive Essential Air Service (EAS) funding for commercial air service. Historically, all five communities provided service on Great Lakes Aviation with a Beechcraft 1900 turboprop aircraft to Denver. Garden City Regional Airport consistently served more passengers than the other western Kansas airports. It has long been a priority of local leaders, the regional business community, and our US Congressional delegation to look for opportunities to grow Garden City Regional Airport out of the Essential Air Service program and into a more commercially viable service provider.

To that end, Garden City conducted a market analysis in advance of the 2011 EAS bidding cycle. The market analysis was used to recruit regional jet service providers in hopes of ultimately landing a carrier capable of capturing the significant market leakage and growing passenger loads to a profitable level. Furthermore, it was a desire to attract an air carrier which would provide service to an international hub which best reflected passenger destinations.

The Department of Transportation (DOT) received Essential Air Service air carrier proposals on May 2, 2011. Four airlines responded to the DOT. American Eagle was the only air carrier that offered a southern hub (DFW) with a regional jet. American Eagle's submittal was the most expensive proposal.



CITY COMMISSION

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Garden City and Dodge City collaborated to provide a funding solution to the DOT in order to justly award service to American Eagle. Garden City and Dodge City’s funding solution eliminated one of the Dodge City Great Lakes flights and applied the subsidy savings to the Garden City American Eagle service. Garden City with the support of Dodge City received a total of \$333,333.33 in funding from the Kansas Affordable Airfares Program to assist in establishing regional jet service from western Kansas. On November 14, 2011 the Department of Transportation awarded American Eagle and service began service on April 3, 2012.

Local Match

The City of Garden City commits to the required 25% local match in the amount of \$83,333.33. The Governing Body approved and authorized the City Manager to represent the City’s local match commitment during the June 5, 2012 City Commission meeting.

More Air Flight Options

Four of the five airports in western Kansas provide identical service to Denver. The fifth airport (Garden City) provides an additional flight option for western Kansans. Consumers now have the option to fly west to Denver or fly south to Dallas/Fort Worth.

April Commercial Enplanements

Airport	Total
Garden City	1,043*
Hays	726
Dodge City	457
Liberal	439
Great Bend	72
Total	1,781

*87 Great Lakes and 961 American Eagle

More Competition for Air Travel

Garden City Regional Airport is able to provide more competition for air travel with American Eagle. Four of the five western Kansas airports provide the same airline with the same destination. GCK is the exception and provides service with a competitive airline connecting to a competitive destination. In 2011, a market retention study for southwest Kansas passengers indicated that 34.5% western Kansans travel out of state to utilize airports. 28.8% of those passengers traveled to Amarillo to utilize air service to Dallas. GCK is now able to provide a competitive air travel option and retain passengers to utilize a Kansas airport.

Affordable Air Fares for Kansans

Garden City Regional Airport is able to provide affordable air fares for western Kansans. The table represents the percent of savings on top destination air fares compared to the alternative airline option. Data provided represents historically consistent top destinations as well as trending top destinations. A breakdown of the data is provided on Addendum A. Garden City will continue to monitor top destinations and report accordingly. Air fares are searched every month with a 21-day advance purchase.



CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

Destination	Garden City	Dodge City
Dallas	26%	
Denver		39%
Las Vegas	4%	
Atlanta	25%	
Houston	3%	
Chicago	9%	
Orlando	16%	
Austin		15%
Seattle	6%	
Phoenix	16%	
San Antonio	56%	
New York	21%	
San Diego		28%
Los Angeles		5%
Washington DC	20%	
Frankfurt		24%
London	8%	
Cancun		4%
San Juan	16%	
Paris	13%	

Along with affordable airfares, American Eagle provides incentive programs for the consumers. The incentive programs are based on usage with the rewards of upgrades and redeeming miles.

Performance Measurement

The Garden City Regional Airport commits to providing current and historical enplanement data for the western Kansas airports to provide analytical evidence of the “regional” nature of the service being provided. Garden City Regional Airport also commits to providing affordable air fare comparison information to validate the “competitiveness” of the service.

Garden City Regional Airport will provide a monthly report with the above information to document the effectiveness of funding received and details on the expenditures under the Kansas Affordable Airfares Program.

Sincerely,

Matthew C. Allen
City Manager

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: 1 June 2012
RE: Electrical Department SCADA System Development Phase I

ISSUE

The City of Garden City Public Utilities Department plans to contract with Peak Power Peak Engineering, Inc. of Lakewood, CO to perform engineering and procurement services for the development of the SCADA system for the City of Garden City Electrical Grid.

BACKGROUND

Peak Power Engineering, Inc. has been in service for 18 years, and has completed hundreds of projects. Peak Power Engineering performed the initial inspection of Garden City Electrical substations along with Water and Wastewater SCADA systems. We are only moving forward with the electrical system development at this time.

ACTION

- Award Professional Service Contract to Peak Power Engineering
- Do not award Professional Service Contract to Peak Power Engineering at this time.

RECOMMENDATION

Staff recommends the acceptance of the professional services contract from Peak Powers Engineering, Inc. of Lakewood, CO for the amount of \$634,942.00.

Service Order No. 3 Electric Department SCADA System Phase I
Service Order No. 4 Electric Department SCADA System Phase I Equipment

Electrical Department SCADA System Phase I	
Engineering & Expenses	\$417,678.00
Material and Equipment	\$217,264.00
Total Amount	\$634,942.00

FISCAL NOTE

Funding for this project will come out of Electric account #068-411-5237.02 (Contracted-Contractor).



UniversalPegasus
INTERNATIONAL

SCADA Evaluation, SCOPE and Cost Estimate
For
City of Garden City
SCADA Control

Project Number: 19630

Issued: May 25, 2012
Revision B

Issued by:

David Burke, P.E.
Senior Engineer 1
UniversalPegasus International - Power Division
Peak Power Engineering, Inc.
143 Union Blvd., Suite 800
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www.peakpwr.com



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PROJECT SCOPE DOCUMENT

1. PROJECT DESCRIPTION

The scope of the Project will include engineering, procurement, installation support and testing associated with the City of Garden City SCADA Project.

1.1. Electric System Description

The City has 9 Substations with a 34.5 kV sub-transmission loop. The 34.5 kV is fed from two stations owned by Wheatland Electric Cooperative: GC South and Morris. The City utilizes both 12.47 kV and 4,160 V distribution. The older 4,160 V circuits are slowly being upgraded to 12.47 kV.

The City utilizes GE Breakers and ABB Reclosers. The Wheatland 34.5 kV feeds utilize Cooper Reclosers. Most of the breakers and reclosers on the system have been upgraded to microprocessor-based relaying with the exception of five GE PVDB1 Breakers at Substations #5 and #7.

Current Plans:

- The City has plans for an additional substation #10, to be located south of the Electric office.
- New Substation #5 will relocate the existing substation #5 to the west.
- Substation #7 is planned to be discontinued, and circuits will be offloaded to adjacent stations.

2. SUBSTATION EVALUATION

2.1. Substation #1 (GC South)

2.1.1. Breakers (Cooper Reclosers)

- GC 122
 - Voltage 34.5 kV
 - Feeds: City Circuit #2 (Substation 2)
 - Controller: Cooper Kyle Form 4C Controller
- GC 222
 - Voltage 34.5 kV
 - Feeds: City Circuit #4 (Substation 2)
 - Controller: Cooper Kyle Form 4C Controller
- GC 322
 - Voltage 34.5 kV
 - Feeds: City Circuit #3 (Substation 5)
 - Controller: Cooper Kyle Form 4C Controller
- GC 722
 - Voltage 34.5 kV
 - Feeds: City Circuit #1 (Substation 3/5)
 - Controller: Cooper Kyle Form 4C Controller



PROJECT SCOPE DOCUMENT

2.1.2. Current SCADA

Wheatland Electric owns, maintains, monitors, and operates the breakers. Control and monitoring is available through Sunflower's SCADA system.

The Form 4C controller uses hard-wired control connections to the Sunflower System. This wiring uses up all the available control and status connections on the controller.

The Form 4C controller does not have a data port available.

2.1.3. Current Recommendations

None: Monitoring and control accomplished by Sunflower.

2.1.4. Future Recommendations

If the City desires to have direct SCADA capabilities in Substation #1 to incorporate control and monitoring without assistance from Sunflower, Two Options are available: (1) a connection into Sunflower's SCADA System, or (2) replacing the Form 4C controllers with Form 6 controls capable of data connections. Option 1 is incorporated as Phase 3. Option 1 or 2 will require coordination and information from Sunflower to accurately estimate.

2.1.5. Priority

- Low: monitoring and control available via Sunflower
- Phase 3

2.2. Substation #2

2.2.1. Breakers

- 1021
 - Voltage: 34.5 kV
 - City Circuit #2 from GC Substation
 - Feeds: Transformer #1134 (4160 V bus)
 - Controller: ABB PCD 2000
- 1022
 - Voltage: 34.5 kV
 - City Circuit #2 from GC Substation
 - Feeds: Transformer #1600 (12,470 V bus)
 - Controller: ABB PCD 2000
- 102
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 202
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 302
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000



PROJECT SCOPE DOCUMENT

- 402
 - Voltage: 4.16 kV
 - Controller: ABB DPU 2000
- 502
 - Voltage: 4.16 kV
 - Controller: ABB DPU 2000
- 602
 - Voltage: 4.16 kV
 - Controller: ABB DPU 2000

2.2.2. Current Recommendations

Install SCADA Cabinet for monitoring and control of station via RS-485 connections to the microprocessor based relays. Include data connection to the Beckwith Transformer LTC controls and hard wired transformer alarms.

2.2.3. Priority

- High: Feeds Hospital
- Phase 2

2.3. Substation #3

2.3.1. Breakers

- 125
 - Voltage: 34.5 kV
 - City Circuit #1 from GC Substation
 - Feeds: Transformer #1630 (4160 V bus)
 - Controller: ABB PCD 2000
- 593
 - Voltage: 34.5 kV
 - Feeds: Tie Breaker Normally Open
 - Controller: ABB PCD 2000
- 525
 - Voltage: 34.5 kV
 - MO 422 Circuit from Morris (#8) Substation
 - Feeds: Transformer #2014 (12,470 V bus)
 - Controller: ABB PCD 2000
- 103
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 203
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000



PROJECT SCOPE DOCUMENT

- 303
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 403
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 503
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 603
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000

2.3.2. Current Recommendations

Install SCADA Cabinet for monitoring and control of station via RS-485 connections to the microprocessor based relays. Include data connection to the Beckwith transformer LTC controls and hard-wired transformer alarms.

2.3.3. Priority

- High: Feed to schools and hospital
- Phase 2

2.4. Substation #4

2.4.1. Breakers

- 1042
 - Voltage: 34.5 kV
 - City Circuit #4 from GC Substation
 - Feeds: Transformer #1766 (12,470 V bus)
 - Controller: ABB PCD 2000
- Fuses
 - Voltage: 34.5 kV
 - MO 122 Circuit from Morris (#8) Substation
 - Feeds: Transformer #1138 (4160 V bus)
- 104
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 204
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000



PROJECT SCOPE DOCUMENT

- 304
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 404
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 504
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000

2.4.2. Current Recommendations

Install SCADA Panel for monitoring and control of station via RS-485 connections to the microprocessor based relays.

2.4.3. Priority

- Mid: Feed to College
- Phase 2

2.5. Substation #5

2.5.1. Breakers

- Fuses
 - Voltage: 34.5 kV
 - City Circuit #1 from GC Substation
 - Feeds: Transformer #1140
- Fuses
 - Voltage: 34.5 kV
 - City Circuit #1 from GC Substation
 - Feeds: Transformer #1141
- 105
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 305
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 405
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 505 (not in use)
 - Voltage: 4160 kV
 - Controller: GE PVDB1



PROJECT SCOPE DOCUMENT

- 605
 - Voltage: 12.47 kV
 - Controller: GE PVDB1
- 705
 - Voltage: 12.47 kV
 - Controller: GE PVDB1

2.5.2. Current Recommendations

The Substation #5 GE PVDB1 controllers should be upgraded to microprocessor based relaying. The electromechanical relays protecting the breakers should also be replaced to provide for improved reliability and SCADA monitoring of the feeders. Currently only hard-wired contacts for trip, close, and status, are available.

Install SCADA Cabinet for monitoring and control of station via RS-485 connections to the microprocessor based relays.

2.5.3. Priority

- Medium: Plans to move station, SCADA to be incorporated with new substation.
- Phase 2

2.6. Substation #6

2.6.1. Breakers

- Fuses
 - Voltage: 34.5 kV
 - City Circuit #1 from GC Substation
 - Feeds: Transformer #1142
- Fuses
 - Voltage: 34.5 kV
 - City Circuit #1 from GC Substation
 - Feeds: Transformer #1143
- 106
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 206
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 306
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000
- 406
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000



PROJECT SCOPE DOCUMENT

- 506
 - Voltage: 4.16 kV
 - Controller: ABB PCD 2000

2.6.2. Current Recommendations

Install SCADA Panel for monitoring and control of station via RS-485 connections to the microprocessor based relays.

2.6.3. Priority

- Medium: non-critical loads
- Phase 2

2.7. Substation #7

2.7.1. Breakers

- Fuses
 - Voltage: 34.5 kV
 - MO 422 Circuit from Morris (#8) Substation
 - Feeds: Transformer #3400
- 107
 - Voltage: 4.16 kV
 - Controller: GE PVDB1
- 207
 - Voltage: 4.16 kV
 - Controller: GE PVDB1
- 307
 - Voltage: 4.16 kV
 - Controller: GE PVDB1

2.7.2. Current Recommendations

Substation #7 is an older station constructed by the City without outside engineering support and is planned to be phased out by other stations. Although Substation #7 is functional under normal operation, the capability to withstand forces during a fault condition is questionable, and should be evaluated if the station remains in service.

2.7.3. Priority

- Low: Planned to be discontinued
- Phase: None



PROJECT SCOPE DOCUMENT

2.8. Substation #8 (Morris)

2.8.1. Breakers (Cooper Reclosers)

- MO 122
 - Voltage 34.5 kV
 - Feeds: Circuit MO 122 (Substation 9 & 4)
 - Controller: Cooper Kyle Form 5 Controller
- MO 322
 - Voltage 34.5 kV
 - Feeds: Circuit MO 322 (Substation 6)
 - Controller: Cooper Kyle Form 5 Controller
- MO 422
 - Voltage 34.5 kV
 - Feeds: Circuit MO 422 (Substation 3 & 7)
 - Controller: Cooper Kyle Form 5 Controller
- 108
 - Voltage: 12.47 kV
 - Controller: Cooper Kyle Form 5 Controller
- 308
 - Voltage: 12.47 kV
 - Controller: Cooper Kyle Form 5 Controller

2.8.2. Current SCADA

Wheatland Electric owns, maintains, and monitors the breakers. Monitoring is available through the Sunflowers SCADA system. No remote control of breakers is available.

2.8.3. Current Recommendations

Install SCADA Cabinet for monitoring and control of station via RS-485 connections to the microprocessor-based relays.

2.8.4. Priority

- Medium: monitoring available via Sunflower
- Phase 2

2.9. Substation #9

2.9.1. Breakers

- 1091
 - Voltage: 34.5 kV
 - MO 122 Circuit from Morris (#8) Substation
 - Feeds: Transformer #3071 (12,470 V bus)
 - Controller: ABB PCD 2000



PROJECT SCOPE DOCUMENT

- 109
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000
- 202
 - Voltage: 12.47 kV
 - Controller: ABB PCD 2000

2.9.2. Current Recommendations

Install SCADA Cabinet for monitoring and control of station via RS-485 connections to the microprocessor based relays. Include data connection to the Beckwith Transformer LTC controls and hard-wired transformer alarms.

2.9.3. Priority

- Medium: Feed to College
- Phase 2

3. SCOPE SUMMARY ELECTRIC SYSTEM SCADA

3.1. Substation to Master Station Communications

While the City is progressing with installation of fiber optics in the area of the core city services, fiber optics do not currently extend far enough to be of much use without significant build-out. The area is relatively flat and the overall distances are short, which makes wireless an attractive alternative. The electric system wireless network design would be similar to the existing Water, Wastewater and AMR systems. Utilization of the AMR System is not recommended due to the large number of meters on that system and the bandwidth requirements of the SCADA System. Extending the current Water or Wastewater system is not recommended due to the older radios with lower data rates.

Communication will be accomplished using the MDS iNET II Radio system. This is a 900 MHz, encrypted, frequency-hopping spread-spectrum radio system. This system creates a Wireless Ethernet Local Area Network over an area with a typical range of 15 miles (8-40 depending on data rate.) The iNET II is a newer version of the radios already installed in the existing Wastewater and Water SCADA Systems. The primary difference between the two systems is an increased data rate and enhanced encryption on the newer radios.

For future expansion of the fiber optic system, an Ethernet switch located in the Station SCADA Panel will contain single-mode fiber optic Ethernet connections. This will allow stations to be converted, once a fiber optic path to the Master Station has been established.

3.2. Master Station

The Master Station will be located at the electric department office. The SCADA System will utilize the Wonderware System Platform 2012. The Master Station will utilize Wonderware InTouch HMI software for control and monitoring of the Electric Power System. The Wonderware InTouch platform has been the number one HMI Software for 25 years, with use in an estimated one-third of the world's industrial facilities. The Historian package will be included for Historical data and advanced trending.



PROJECT SCOPE DOCUMENT

The Master Station will be mounted in two 19 inch racks with storage drawers and cable management. It will include two touch screen monitors, one Intouch Server, one Data Historian Server, one Novatech Orion LX Substation Automation Platform, two Ethernet switches, uninterruptible power supply (UPS) and redundant MDS iNET II radios mounted in a protected network station chassis.

The Orion LX will poll data from the remote stations using the MDS Radios over a network link with DNP 3.0 or Modbus over TCP/IP Protocols. The Orion LX will provide the station data to the server.

The server will have separate network connections to both the City network and the substation network. The substation network will poll data collected in the Orion LX for display and control of the remote Substations. The City network connection will be use to send email alerts for alarms and web browser display of system data without control capability.

The HMI will include:

- System overview
- One line displays of Substations
- Alarm and event history
- Data trending
- Breaker Control (Security access levels will be implemented to restrict control operation.)

The HMI will display real time values of the system including:

- Volts
- Amps
- Watts
- VARs
- Power Factor
- Status of the Breakers
- Transformer Alarms

3.3. Typical Substation

SCADA Equipment will be mounted in an outdoor cabinet. The equipment will include two Novatech Orion 5's, 485/232 converters, one Ethernet switch, one Orion DDIO Module, one DC-DC converter (or battery) and one MDS iNET II radio.

The Orion 5 will send data from the remote station using the MDS Radios over a network link with DNP 3.0 or Modbus over TCP/IP Protocol. The Orion 5 will have serial data connections to the yard equipment and read data from the microprocessor based relays in the station. The transformer alarms will be collected through the Orion DDIO module with hard wired alarms.



PROJECT SCOPE DOCUMENT

4. ELECTRIC DEPARTMENT PROJECT IMPLEMENTATION

4.1. Priorities

Based on city plans and critical loads at stations, the following priority order was compiled:

<i>High to Low</i>	<i>Reason</i>
Substation 9	Due to heavy Loading of the Main Power Transformer
Substation 10	Construction this year, backup capacity for CO2 & ethanol plant
Substation 3	Feed to schools and hospital
Substation 2	Feed to hospital
Substation 5	(once moved) feed to hospital
Substation 4	Feeds College
Substation 6	
Substation 8	Wheatland/Sunflower has monitoring, but no control.
Substation 1	Wheatland/Sunflower has monitoring and control.
Substation 7	To be discontinued.

4.2. Project Suggested Phasing

Phase 1:

- Master Station and Substations 2, 3, 9 and 10

Phase 2:

- Substations 4, 5, 6 and 8

Phase 3:

- Substation 1

5. ENGINEERING APPROACH

In order to implement the recommended SCADA system, the following guidelines are recommended. The following items are a generalized approach to the engineering design tasks that will be needed to implement the SCADA recommendations.

5.1. Meetings

Weekly conference call for project status updates and questions. Communication is essential for a project to be completed successfully. For this reason, well-organized communication is a high priority.

Deliverable(s):

- Meeting minutes
- Meeting agendas



PROJECT SCOPE DOCUMENT

5.2. Project Information Acquisition

Site visits and additional research as necessary to identify and confirm design requirements.

Assumption(s):

- Escort will be provided to accompany personnel to gather necessary data.
- Client/Owner will work with and provide data they have available.

5.3. Project Execution Plan

The Project Execution Plan (PEP) is the main coordinating document for all work on this Project. The PEP will be used throughout the project to direct the team members in the execution of all project work. The PEP is used to plan and communicate, the major goals of the project, what deliverables will be created, how work will be performed, who is responsible for activities and deliverables, authority levels, design team members and responsible P.E. in charge. Utilization of the PEP will streamline efforts and assure that all resources are coordinated throughout the life cycle of the project.

Deliverable(s):

- Project Execution Plan (PEP)

5.1. Project Safety Plan

A Project Safety Plan (PSP) for detailed safety procedures will be developed. The engineering services will be executed at the Lakewood, Colorado office and shall be implemented in accordance with UPI's applicable Health and Safety Policy and procedures. A Job Safety Analysis (JSA) will be completed for each on-site visit by a UPI engineer.

Deliverable(s):

- Project Safety Plan (PSP)

5.1. Project Quality Plan

The Project Quality Plan (PQP) will address the quality program and audit schedule for this project. The documents produced for this project must meet the quality standards of both UPI and Client.

Deliverable(s):

- Project Quality Plan (PQP)

5.2. Schedule

Develop a detailed schedule in Microsoft Project format. Schedule will show each item and milestone including start, durations, completion and dependencies.

Deliverable(s):

- Schedule



PROJECT SCOPE DOCUMENT

6. DESIGN REVIEW

6.1. Preliminary Package Internal Check

Internal, detailed QA/QC review of all documents to be included in the Preliminary Design Package shall be done. All design shall be reviewed for constructability and design accuracy, and shall confirm calculations as well as review manufacturer equipment drawings to ensure that the design is suitable for the application.

6.2. Client Review Preliminary Design.

Final design will be based on the agreement reached during the review process.

Deliverable(s):

- Preliminary Design Package 1 (Including One-Lines, Communications diagrams Panel layout and Bill of materials)
- Preliminary Design Package 2 (Including Points Lists and example SCADA screens)

7. ELECTRICAL

7.1. One-Line Diagrams

Develop One-line Diagrams for each site. These diagrams will show the required relay schemes, interconnections between instrument transformers with control and protective relays, and tripping and blocking logic for the protective devices.

Deliverable(s):

- One-Line Diagrams

7.2. Block Communications Diagrams

Develop Communications Diagrams of the wireless network, Master Station and for each site. These diagrams will show the installed relay and protective elements necessary to accomplish the studies.

Deliverable(s):

- Communications Diagrams

7.3. Points list

Develop the Points list for each site and the Master Station. These lists will show the installed relay and protective elements necessary to accomplish the studies.

Deliverable(s):

- Points list

7.4. Panel Layouts and BOM

Develop Panel Layouts and Bill of Materials (BOM) for the Master Station and for each site.

Deliverable(s):

- Panel Layouts and BOM



PROJECT SCOPE DOCUMENT

7.5. Wiring Diagrams

Develop Wiring Diagrams for each site as necessary to install SCADA Equipment.

Deliverable(s):

- Wiring Diagrams

7.6. Record Drawings & Job Data Manuals

Develop final record drawings and Job Data Manuals for the project. Job Data Manuals will include operator instructions.

Deliverable(s):

- Final record drawings
- Job Data Manuals

8. PROCUREMENT

A procurement list of major equipment has been developed with preliminary cost estimates. Additional equipment may be identified during engineering design that would also need to be procured. Once the engineering design is complete, Master Station and Substation SCADA Panels can be procured. The Master station should be pre-configured before arriving on-site. SCADA panels for the substations should be subcontracted to a panel vendor and delivered to the City. Substation 9 has a cabinet in place and equipment would be field-installed for that location.

Deliverable(s):

- Master Station
- One (1) SCADA Panel per Station
- Radio Equipment per Site

9. INSTALLATION

With minimal site work required, the City Electric department would be capable of installing the equipment. This will provide City employees with hands-on experience as to how the system is configured and how it works. Future equipment failures will be easier for personnel to troubleshoot if they understand what each element is doing and how it is connected. Alternatively, a contractor may be hired, by the city, to do the installation.

Scope of site work:

- Mount SCADA Panel
- Run Conduit to Pull Box
- Mount Antenna Pole and Antenna
- Run Communications Cables
- Run AC/DC power to SCADA Cabinet

10. TESTING AND CHECK OUT

Each data point shall be tested from the substation relays to the master station displays and appropriately scaled to the correct values. Functional trip and close checks of the breakers shall be scheduled and coordinated to minimize impact to the customers.



PROJECT SCOPE DOCUMENT

11. COST ESTIMATE

Phase 1 (Completion 2012)

ENGINEERING COST ESTIMATE

Project Management	\$34,453
Plans / Preparation, One-line's and Diagrams	\$96,792
Procurement Support	\$27,645
Wonderware Development	\$92,842
Network & Orion Setup	\$43,700
Field Work, Testing & Commissioning	\$64,355
Documentation	\$48,085
Expenses	\$9,805
Total	\$417,678

EQUIPMENT COST ESTIMATE

Master Station	\$78,082
Substation (4)	\$139,182
Total	\$217,264

Phase 2 (Completion 2013)

ENGINEERING COST ESTIMATE

Project Management	\$17,519
Plans / Preparation, One-line's and Diagrams	\$72,722
Procurement Support	\$14,835
Wonderware Development	\$62,659
Network & Orion Setup	\$27,718
Field Work, Testing & Commissioning	\$46,214
Documentation	\$30,929
Expenses	\$6,500
Total	\$279,097

EQUIPMENT COST ESTIMATE

Substation (4)	\$139,182
Total	\$139,182



PROJECT SCOPE DOCUMENT

**City of Garden City SCADA
Phase 3 (Completion 2014)**

ENGINEERING COST ESTIMATE

Project Management	\$4,721
Plans / Preparation, One-line's and Diagrams	\$24,832
Procurement Support	\$3,709
Wonderware Development	\$34,550
Network & Orion Setup	\$14,835
Field Work, Testing & Commissioning	\$14,847
Documentation	\$9,482
Expenses	\$1,995
Total	\$108,972

EQUIPMENT COST ESTIMATE

Substation SCADA Panel	\$34,796
Total	\$34,796

EQUIPMENT: TYPICAL SUBSTATION			
Description	Qty	Cost ea	Extended Cost
B&B 485-232 converters	10	150	\$1,500
SEL Switch (2 LC single mode)	1	750	\$750
Orion5	2	4,890	\$9,780
Orion DDIO (Transformer Alarms)	1	1,625	\$1,625
Cables/Misc	1	200	\$200
Cables485	1	1000	\$1,000
DC converters	2	100	\$200
Misc Mounting	1	200	\$200
Outdoor Cabinet 36x48x12	1	5,000	\$5,000
Outdoor Cabinet 18x24x12 (for DDIO transformer alarms)	1	1,000	\$1,000
Radio	1	3000	\$3,000
Tower	1	1000	\$1,000
Antenna (Yagi)	1	300	\$300
Cable RF	1	800	\$800
Sub-Total			\$26,355
Freight			\$1,000
Sub-Total			\$27,355
Sales tax percentage	6		\$1,641
Sub-Total			\$28,996
Contingency percentage	20		\$5,799
Total Equipment			\$34,796



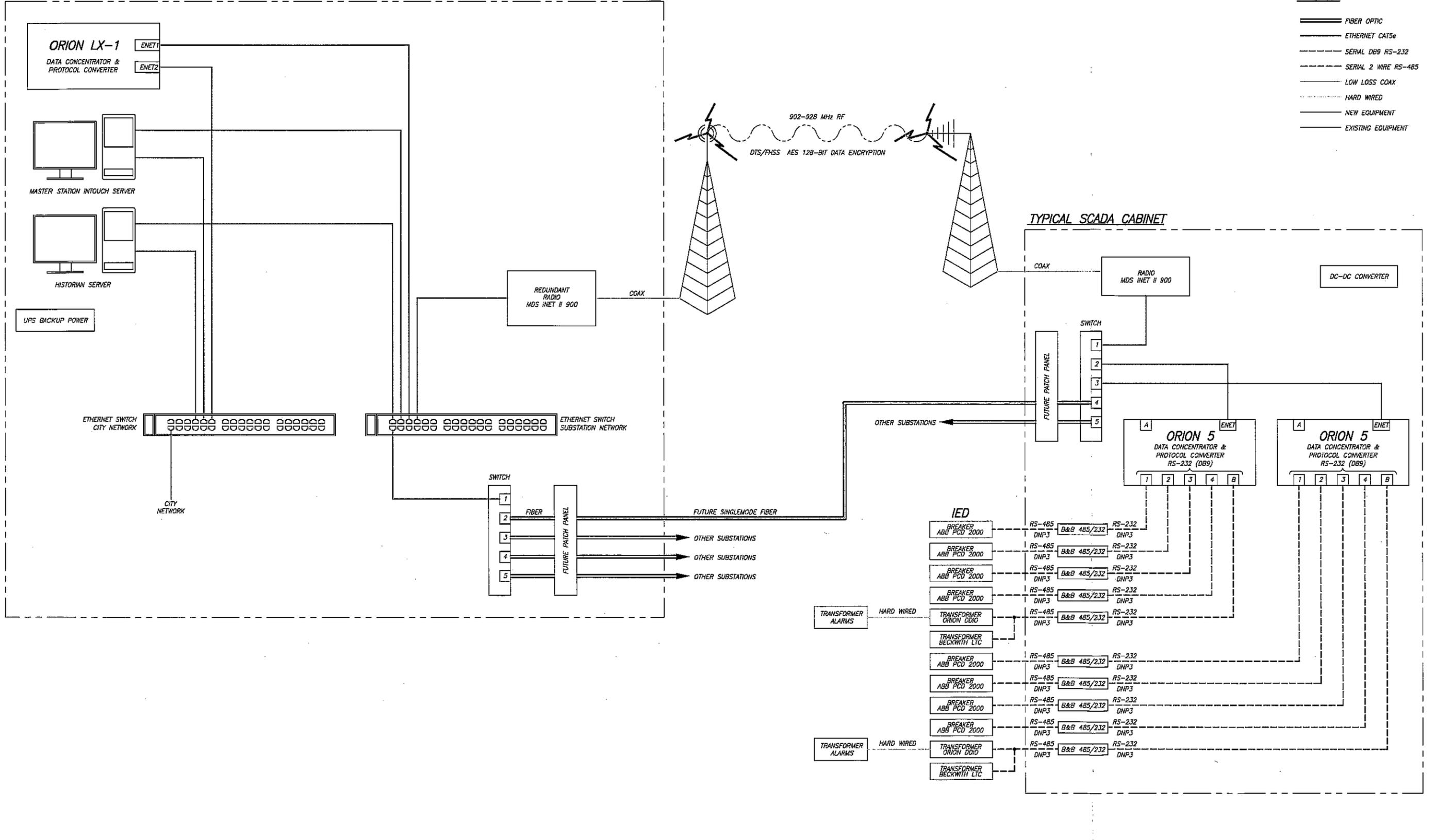
PROJECT SCOPE DOCUMENT

EQUIPMENT: MASTER STATION			
Description	Qty	Cost ea	Extended Cost
Server Del Power Edge 715	2	4000	\$8,000
SEL 19" Touch Screen Monitor (1280x1024)	2	1225	\$2,450
SEL rack mount keyboard and trackball	1	465	\$465
APS Smart UPS (Rack Mount SMT1500RM2U)	1	749	\$749
Net Gear 16 Port Unmanaged Switch	2	220	\$440
Managed (4 Single mode connection Switch)	1	1850	\$1,850
Orion LX	1	9,600	\$9,600
Cables/Misc	1	200	\$200
Wonderware Software	1	20,000	\$20,000
I/O Server	1	4,000	\$4,000
CPI 19" Rack (Universal)	2	466	\$932
Lockable Storage Drawer	2	362	\$724
Vertical Cable Section	2	418	\$836
Ground Bus Bar	1	68	\$68
Cable guides	4	70	\$280
Misc Parts	1	100	\$100
Radio	1	3450	\$3,450
Tower	1	1000	\$1,000
Antenna (Omni)	1	1309	\$1,309
Cable RF	1	1500	\$1,500
Cabinet	1	2517	\$2,517
Misc.	1	500	\$500
Sub-Total			\$60,970
Freight			\$1,000
Sub-Total			\$61,970
Sales tax percentage	5		\$3,099
Sub-Total			\$65,069
Contingency percentage	20		\$13,014
Total Major Equipment			\$78,082

ELECTRIC DEPARTMENT BUILDING

LEGEND

- ===== FIBER OPTIC
- ETHERNET CAT5e
- SERIAL DB9 RS-232
- SERIAL 2 WIRE RS-485
- LOW LOSS COAX
- HARD WIRED
- ===== NEW EQUIPMENT
- EXISTING EQUIPMENT



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		A	FOR REVIEW	DGB	DGB	DGB	04/23/12	DWN: D. BURKE	
								CHK:	SCALE: NONE
								APP:	
								DATE:	DRAWING: 19630-0101
								REV: A	

Consent Agenda



To: Governing Body
 From: Rachelle Powell
 Date: May 31, 2012
 RE: AIP 3-20-0024-33 Wildlife Fence Phase II and Apron Lighting

ISSUE

Governing Body consideration and acceptance of bids for the Wildlife Fence Phase II and Apron Lighting project at Garden City Regional Airport.

BACKGROUND

The Wildlife Fence Phase II construction consists of removal of the current 6' fence and installation of approximately 4,504' of 10' chain-link fence with a 4' skirt and top three strand barb wire. The project also replaces vehicle and pedestrian gates. Phase II will enclose the landside of the airport. The Apron Lighting project consists of replacing five apron lights and adding three pole lights to the north t-hangar area.

Two bids were submitted for this project (see below). Both bids were above the engineer's estimate. On May 1, 2012 the Governing Body rejected the bids and authorized a rebid.

	Total
<i>Engineers Estimate</i>	\$ 486,401.00
RMD Holdings, LTD	\$ 648,631.05
Steelock Corporation	\$ 535,436.00

Two bids were submitted on May 17, 2012 as presented in the accompanying information from Ryan Shropshire, HNTB. The project is 95% funded by the FAA and 5% City of Garden City funds. Please find additional information below:

	Total
<i>Engineers Estimate</i>	\$ 613,276.00
RMD Holdings, LTD	\$ 484,814.93
Steelock Corporation	\$ 560,688.00

Larry Jensen with Steelock submitted a Letter of Protest to the bid. The letter is enclosed.

ALTERNATIVES

1. Governing Body acceptance of the low bid from RMD Holdings, LTD: Nationwide Construction Group in the amount of \$484,814.93, subject to FAA concurrence and full grant approval.
 - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
 - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.
2. Governing Body acceptance of the high bid from Steelock in the amount of \$560,688.00, subject to FAA concurrence and full grant approval.
 - a. Governing Body authorization for the City Manager to execute the FAA Grant Application.
 - b. Governing Body authorization for the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.
3. Governing Body rejects the bids and authorizes a rebid.

RECOMMENDATION

1. Staff recommends Governing Body acceptance of the low bid from RMD Holdings, LTD: Nationwide Construction Group for \$484,814.93, subject to FAA concurrence and full grant approval.
2. Staff recommends Governing Body authorization for the City Manager to execute the FAA Grant Application.
3. Staff recommends Governing Body authorization for the Mayor and City Clerk to execute the contracts when returned by the contractor.

FISCAL NOTE

The construction and engineering services costs are as follows:

Construction	\$484,814.93
Engineering Services	\$160,071.00
Total	\$644,885.93
<i>Federal Funds 95%</i>	<i>\$612,641.63</i>
<i>City Funds 5%</i>	<i>\$ 32,244.30</i>

May 17, 2012



Ms. Rachele Powell
Director of Aviation
Garden City Regional Airport
2225 S. Air Service Rd., Suite 112
Garden City, KS 67846

**Re: HNTB Recommendation for Award of Construction Contract
Wildlife Fence Installation Phase 2 and Apron Lighting**

Dear Ms. Powell:

HNTB has reviewed the two bid packages received Thursday, May 17 for the *Wildlife Fence Installation Phase 2 and Apron Lighting* project. Enclosed are two copies of the bid tabulation.

HNTB recommends the contract be awarded to RMD Holdings, Ltd. of Chesterfield, Michigan in the amount of \$484,814.93. The RMD Holdings, Ltd. bid represents the lowest bid and meets the requirements to be considered a responsive and responsible bid. No unit price or cost extension discrepancies were found in the bid proposal from RMD Holdings, Ltd.

With regard to DBE participation on the project, RMD Holdings, Ltd. has committed to meeting the City's 4.63 percent DBE goal. They are providing \$27,606.00 or 5.69 percent in DBE contract participation according to the Utilization Statement.

The City of Garden City should retain the bid bonds from RMD Holdings, Ltd. and Steelock Corporation as they are the lowest and second lowest bidders, respectively. Following City acceptance of the RMD Holdings, Ltd. bid and successful execution of the construction contract between the City and RMD Holdings Ltd., The City of Garden City should return the bid bonds to RMD Holdings, Ltd. and Steelock Corporation.

Following your review of this letter and the attachments, please forward one copy of the enclosed bid tabulation documents and a Sponsor-written Recommendation of Award letter to Nardos Wills per FAA requirements.

If you have any questions please do not hesitate to contact me at (913) 312-4922.

Sincerely,
HNTB Corporation

A handwritten signature in black ink, appearing to read "Ryan A. Shropshire", is written over the typed name.

Ryan A. Shropshire, LEED Green Associate
Project Engineer

Enclosures

Tabulation of Bids

Wildlife Fence Phase II and Apron Lighting

Garden City Regional Airport

FAA AIP Project Number 3-20-0024-33

Bid Opening: May 17, 2012, 10:00am

Bid Item	FAA Spec	Item Description	Quantity	Units	Engineer's Estimate		Steelock Corporation		Nationwide Construction	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID										
1	M-105-1	Mobilization	LUMP SUM	1	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$48,096.47	\$48,096.47
2	P-101-1	9" Apron PCCP Removal	SY	176	\$25.00	\$4,400.00	\$20.00	\$3,520.00	\$23.82	\$4,192.32
3	P-101-2	Gate Pavement Removal	SY	201	\$22.00	\$4,422.00	\$12.50	\$2,512.50	\$21.18	\$4,257.18
4	P-102-1	Maintenance of Traffic	LUMP SUM	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$8,470.59	\$8,470.59
5	P-151-1	Clearing for isolated trees (From 0 to 2-1/2 feet butt diameter)	EACH	3	\$1,000.00	\$3,000.00	\$750.00	\$2,250.00	\$100.00	\$300.00
6	P-151-2	Chain-Link Fence and Gate Removal	LIN. FT.	4,252	\$5.00	\$21,260.00	\$3.00	\$12,756.00	\$2.96	\$12,585.92
7	P-610-1	Apron Pavement Replacement	SY	176	\$75.00	\$13,200.00	\$77.00	\$13,552.00	\$88.05	\$15,496.80
8	P-610-2	Gate Pavement Replacement	SY	201	\$100.00	\$20,100.00	\$91.00	\$18,291.00	\$84.99	\$17,082.99
9	F-162-1	Wildlife Deterrent Fence in Turf, Class 2, 10' Height	LIN. FT.	3,872	\$32.00	\$123,904.00	\$35.00	\$135,520.00	\$31.41	\$121,619.52
10	F-162-2	Wildlife Deterrent Fence in Pavement, Class 2, 10' Height	LIN. FT.	632	\$60.00	\$37,920.00	\$65.00	\$41,080.00	\$55.61	\$35,145.52
11	F-162-3	Pedestrian Gate	EACH	2	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00	\$2,803.93	\$5,607.86
12	F-162-4	Electric Pedestrian Gate	EACH	2	\$5,000.00	\$10,000.00	\$5,075.00	\$10,150.00	\$7,662.35	\$15,324.70
13	F-162-5	Electric Slide Gate, 10' Height, 20' Width	EACH	4	\$20,000.00	\$80,000.00	\$19,500.00	\$78,000.00	\$13,789.41	\$55,157.64
14	F-162-6	Temporary Fence	LIN. FT.	223	\$20.00	\$4,460.00	\$91.00	\$20,293.00	\$14.02	\$3,126.46
15	F-162-7	Airport Fence Signs	EACH	30	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$35.29	\$1,058.70
16	D-703-1	Riprap	TONS	60	\$125.00	\$7,500.00	\$110.00	\$6,600.00	\$164.71	\$9,882.60
17	16120-4.1	#8 THWN Conductor	LIN. FT.	3,135	\$1.00	\$3,135.00	\$1.10	\$3,448.50	\$0.79	\$2,476.65
18	16120-4.2	#6 THWN Conductor	LIN. FT.	3,780	\$1.25	\$4,725.00	\$1.45	\$5,481.00	\$1.16	\$4,384.80
19	16120-4.3	2" Schedule 40 PVC Conduit in Trench	LIN. FT.	120	\$8.00	\$960.00	\$9.00	\$1,080.00	\$6.35	\$762.00
20	16120-4.4	1 1/2" Schedule 40 PVC Conduit in Trench	LIN. FT.	615	\$6.00	\$3,690.00	\$6.60	\$4,059.00	\$4.08	\$2,509.20
21	16130-4.1	12" Diameter L-868 Junction Box	EACH	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$700.00	\$700.00
22	16130-4.2	12" x 12" Polymer Concrete Pull Box	EACH	2	\$500.00	\$1,000.00	\$575.00	\$1,150.00	\$132.35	\$264.70
23	16500-4.1	Galvanized Steel Pole with Lowering Device and Concrete Foundation	EACH	4	\$32,000.00	\$128,000.00	\$22,900.00	\$91,600.00	\$14,902.94	\$59,611.76
24	16500-4.2	Aluminum Pole with 10' Bracket Arm and Screw-In Foundation	EACH	3	\$10,000.00	\$30,000.00	\$3,395.00	\$10,185.00	\$3,929.41	\$11,788.23
25	16500-4.3	1000 Watt Floodlight	EACH	15	\$2,500.00	\$37,500.00	\$2,700.00	\$40,500.00	\$2,179.41	\$32,691.15
26	16500-4.4	250 Watt Flat-Glass Cobra Head Fixture	EACH	3	\$3,000.00	\$9,000.00	\$560.00	\$1,680.00	\$3,235.29	\$9,705.87
27	16500-4.5	3 Pole Lighting Contactor	EACH	2	\$2,000.00	\$4,000.00	\$1,455.00	\$2,910.00	\$1,070.59	\$2,141.18
28	16500-4.6	3 Pole Circuit Breaker	EACH	2	\$250.00	\$500.00	\$310.00	\$620.00	\$113.53	\$227.06
29	16500-4.7	NEMA 3R Load Center	EACH	1	\$1,100.00	\$1,100.00	\$650.00	\$650.00	\$147.06	\$147.06
TOTAL BASE BID						\$613,276.00		\$560,688.00		\$484,814.93

BASE BID		\$613,276.00		\$560,688.00		\$484,814.93
-----------------	--	---------------------	--	---------------------	--	---------------------



GENERAL FENCE CONTRACTOR

2690 E 78TH AVENUE, DENVER, CO 80229
Phone (303) 295-1915 • Fax (303) 292-6473
www.steelock.com • Toll Free 888-569-5758



May 17, 2012

Mr. Matt Allen, City Manager
City of Garden City
P.O. Box 998
Garden City, KS 67846

RE: Garden City Regional Airport Wildlife Fence Phase II

Dear Sir:

On April 25, 2012 I submitted a bid in the amount of \$535,436.00. The next bidder was \$648,631.05 and the engineer's estimate was \$486,201.00. I was told they could not award the project because I was more than 2% over the engineer's estimate. Since it was a public bid opening, the bid tabulation becomes public knowledge.

On May 17, 2012 there was a rebid public opening. My bid was in the amount of \$560,688.00. The next bidder (same bidder as in the first opening) was at \$484,814.93 and the engineer's estimate was \$613,276.00.

I am protesting this bid for the following reasons:

- 1.) The apparent low bidder is 26% below the engineer's estimate and \$163,816.12 lower than the first bid.
- 2.) This is the same exact scope of work as the first bid, other than there were 4 additional signs added. How can the engineer justify adding \$127,075.00 for 4 signs?

My feelings are that due to the apparent low bid being 26% below the engineer's estimate, it should not be accepted.

Sincerely,

Larry W. Jensen
Steelock General Fence Contractor
2690 East 78th Avenue
Denver, CO 80229
Phone: 303-295-1915
Fax: 303-292-6473

CC: Rachelle Powell
M. E. Williams
Steve Cottrell
David Worstell, Attorney At Law

The Rocky Mountain Region's First Name in Commercial and Industrial Fencing

D|G
DOERING & GRISELL, P.A.

ATTORNEYS AT LAW
124 GRANT AVENUE
GARDEN CITY, KANSAS 67846
TEL: (620) 275-8084
FAX: (620) 275-5076

Michael C. Doering
miked@gcnet.com

Randall D. Grisell
randyg@gcnet.com

May 22, 2012

Matthew C. Allen
City Manager
P. O. Box 998
Garden City, Kansas 67846

Re: Attorney Fees

Dear Matt:

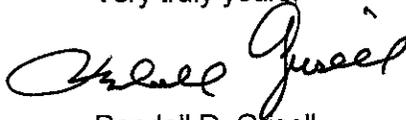
I am respectfully requesting that the hourly rate the City of Garden City, Kansas (City) pays me for my services as City Counselor be increased to \$120 per hour, effective January 1, 2013. I would further propose the rate be increased to \$125 per hour in January 2014 and \$130 per hour in January 2015. The last increase in my hourly rate was over fourteen (14) years ago, in March 1998, and there have only been two (2) increases in the rate in 25 years.

As you no doubt are aware, the requested hourly rate is far less than the hourly rate charged by other attorneys retained from time to time by the City. However, our firm has consistently discounted our hourly rate for governmental entities, below the rate we normally charge. I am certainly cognizant and appreciative of the volume of work which I perform on behalf of City. I believe the hourly rate is fair to both my firm and the City.

I have thoroughly enjoyed, as City Counselor, working with you, City staff and the different governing bodies over the past 25 years. I trust my knowledge and experience in public entity law, my prompt delivery of legal services, and the professional manner in which my firm represents its clients, have benefited the City. I look forward to continued service as legal counsel for the City.

I appreciate your consideration of this request. If you have any questions, please contact me.

Very truly yours,



Randall D. Grisell



SPECIAL EVENT LICENSE APPLICATION

CARNIVAL- \$300.00
(Deposit \$2500.00)

REGULATED SPORTS CONTEST- \$100.00

CIRCUS- \$300.00
(Deposit \$2500.00)

HAUNTED HOUSE- \$5.00

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

Applicant Name:

Alfredo Franco

Organization Name:

Fury Promotions

Business Address:

618 Sarah St. Garden City, KS 67846

Phone number:

(785) 226-9338

Date and Time of Event/Exhibition:

June 9th 2012 7:00 pm.

Type of Event/Exhibition:

MMA

MATTHEW C. ALLEN
City Manager

Address of place the event will be held:

Salon Primavera 3225 Prairie Ave. Garden City, KS 67846

MELINDA A. HITZ, CPA
Finance Director

Fee paid

\$100

RANDALL D. GRISELL
City Counselor

I (applicant) understand that I am responsible for, and required to pay, all expenses incurred by the City for extra or special City services required for the event, including, but not limited to, law enforcement, security, solid waste, and utilities.

"Circus/Carnival"- I understand I must contact the Electric Service Center directly at 620-276-1290 to make arrangements for the day electrical services will need to be connected for the event. The inspections department must also be contacted at 620-276-1120.

"Regulated Sports Event"- I understand I am in compliance with all provisions of the Kansas Professional Regulated Sports Act.

In order to advertise, you must obtain an Itinerant Merchant License to go door to door. Note: It is against City Code to place a sign on private property without permission from the owner.

Applicant Signature:

Date:

5-17-12

CITY ADMINISTRATIVE

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



MEMORANDUM

DATE: May 30, 2012
TO: Governing Body
FROM: Matt Allen, City Manager
RE: Interlocal Agreement

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

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Issue

The Governing Body is asked to consider an agreement for the purpose of retaining Alston & Bird LLP to provide services related to the funding for, or continuation of, the Southwest Chief rail line.

Background

City staff has worked to create an alliance among cities located along the threatened portion of the Southwest Chief route with a primary goal of finding short term and long term solutions for preserving passenger rail service in our communities.

Several communities along the route of the Southwest Chief have committed funding to retain Alston & Bird to help secure funding to preserve the passenger rail service on its existing route. The governing bodies of Garden City, Hutchinson, Dodge City, Lamar, Trinidad and La Junta have approved funding to retain Alston & Bird. The allotted funds from each city are as follows:

Garden City - \$20,000
Dodge City - \$20,000
Hutchinson - \$20,000
Newton - \$15,000
La Junta - \$20,000
Lamar - \$10,000
Trinidad - \$20,000

Funds will be deposited into the account of the Southwest Kansas Coalition. Payments will be made from the account, held by Western State Bank, Dodge City, to Alston & Bird on behalf of the alliance cities listed above. This agreement was developed to facilitate payment to Alston & Bird.

Alston & Bird will represent this alliance in Washington, D.C., working to find a way to effectively maintain passenger and freight rail service along the Southwest Chief line through western Kansas, Colorado and New Mexico by securing federal funding for track maintenance and infrastructure improvements. It is estimated that \$300 million will be needed in order to maintain passenger rail service along the Southwest Chief route.



CITY COMMISSION

DAVID D. CRASE,

Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

Alternatives

- A. Approve the agreement for the purpose of retaining the services of Alston & Bird LLP to provide services related to the funding for, or continuation of, the Southwest Chief rail line

- B. Do not approve the agreement for the purpose of retaining the services of Alston & Bird LLP to provide services related to the funding for, or continuation of, the Southwest Chief rail line

Recommendation

Staff recommends Governing Body's approval of the agreement for the purpose of retaining the services of Alston & Bird LLP to provide services related to the funding for, or continuation of, the Southwest Chief rail line

Fiscal Note

At its meeting February 21, 2012, the Governing Body authorized additional funding in an amount not to exceed \$20,000 to the Southwest Kansas Coalition to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief Coalition.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this ____ day of _____, 2012, by and between the CITY OF GARDEN CITY, KANSAS, (**Garden City**), the CITY OF DODGE CITY, KANSAS, (**Dodge City**), the CITY OF HUTCHINSON, KANSAS, (**Hutchinson**), the CITY OF NEWTON, KANSAS, (**Newton**), the CITY OF LA JUNTA, COLORADO, (**La Junta**), the CITY OF LAMAR, COLORADO, (**Lamar**), and the CITY OF TRINIDAD, COLORADO, (**Trinidad**), collectively referred to as **Municipalities**.

WHEREAS, it is the desire of the **Municipalities** to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

WHEREAS, it is necessary for the **Municipalities** to enter into this Agreement to specify the arrangement between the **Municipalities** for funding the purpose of this Agreement.

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

1. PURPOSE. The **Municipalities** enter into this Agreement for the purpose of retaining the services of Alston & Bird LLP (Alston & Bird) to provide services to the **Municipalities** related to the funding for, or continuation of, the Southwest Chief rail line servicing the **Municipalities**. Specifically, Alston & Bird will pursue a federal legislative strategy to advocate on behalf of the **Municipalities**, including outreach and contact with the Executive Branch and Congress, all as more specifically set forth in an engagement letter from Alston & Bird.

This Agreement shall represent an organization of local governments coming together for the purpose of studying a common rail transportation problem. In addition, it is a goal of the parties to this Agreement to promote intergovernmental cooperation in furtherance of the continuation of the Southwest Chief rail service.

2. FUNDING. The **Municipalities** agree to fund the services of Alston & Bird by contributing funds in the following amounts:

Garden City	\$20,000
Dodge City	\$20,000
Hutchinson	\$20,000
Newton	\$15,000
La Junta	\$20,000
Lamar	\$10,000
Trinidad	\$20,000

3. ACCOUNT. The funds from the **Municipalities** will be placed in an account at Western State Bank, Dodge City, Kansas, maintained by the Southwest Kansas Coalition, although the funds are for the specific purpose of this Agreement, and for the benefit of the **Municipalities**, and not for any other purpose associated with the Southwest Kansas Coalition. The funds shall be paid on or before July 1, 2012.

4. DURATION/TERMINATION. This Agreement shall terminate upon the completion of services by Alston & Bird, or the exhaustion of all funds in the Southwest Kansas Coalition account, whichever occurs first. Should funds remain in the account upon termination of this Agreement, they will be returned to the **Municipalities** on a pro-rata basis according to the percentage of funds initially contributed for this Agreement.

5. AUTHORITY TO CONTRACT. The **Municipalities** possess the power, privilege, and/or authority to enter into this Agreement.

6. ADOPTION. The **Municipalities** shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

7. SEPARATE ENTITY/ADMINISTRATION. It is not the intent of the **Municipalities** to create a separate legal or administrative entity to perform the functions of this Agreement. The City Managers or City Administrators shall be responsible for administration of this Agreement, subject to approval by the governing bodies of the **Municipalities**. The City Managers of Garden City and/or Dodge City shall be vested with the authority to sign an engagement letter with Alston & Bird.

8. MANNER OF FINANCING. The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by the **Municipalities**.

9. LEGAL RESPONSIBILITY. It is not the intent of the **Municipalities** to relieve any party of any obligation or responsibility imposed upon a party by law.

10. CONTROL OF LEGISLATURE. The **Municipalities** acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislatures of the State of Kansas or the State of Colorado.

11. EFFECTIVE DATE. This Agreement shall take effect on June 1, 2012, and after its approval by the governing bodies of the **Municipalities**.

12. GENERAL COVENANTS.

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

- (1) If to **Garden City**: City Manager
P. O. Box 998
Garden City, Kansas 67846
- (2) If to **Dodge City**: City Manager
P. O. Box 880
Dodge City, Kansas 67801

- (3) If to **Hutchinson**: City Manager
125 East Avenue B
Hutchinson, Kansas 67501
- (4) If to **Newton**: City Manager
P. O. Box 426
Newton, Kansas 67114
- (5) If to **La Junta**: City Manager
601 Colorado Avenue
La Junta, Colorado 81050
- (6) If to **Lamar**: City Administrator
102 East Parmenter Street
Lamar, Colorado 81052
- (7) If to **Trinidad**: City Manager
135 North Animas Street
Trinidad, Colorado 81082

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

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

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

Dated: _____

By _____
DAVID D. CRASE, MAYOR

CITY OF DODGE CITY, KANSAS

Dated: _____

By _____
RICK SOWERS, MAYOR

CITY OF HUTCHINSON, KANSAS

Dated: _____

By _____
DAVID RAZO, MAYOR

CITY OF NEWTON, KANSAS

Dated: _____

By _____
RACQUEL L. THIESEN, MAYOR

CITY OF LA JUNTA, COLORADO

Dated: _____

By _____
DON RIZZUTO, MAYOR

CITY OF LAMAR, COLORADO

Dated: _____

By _____
ROGER STAGNER, MAYOR

CITY OF TRINIDAD, COLORADO

Dated: _____

By _____
JOHN RINO, MAYOR

MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 5, 2012

RE: Bids-Leased Vehicles for Public Utilities Department

ISSUE:

Bids were received on May 11, 2012 for two (2) vehicles to be leased for use by the Utilities Department: one (1) four door sedan for use by the Public Utilities Director and one (1) compact two door pickup truck for general use at the Wastewater Treatment Facility. The bid summary and tabulation is attached.

BACKGROUND:

The Public Utilities Department regularly leases either a compact or midsize sedan for primary use by the Public Utilities Director, with availability for travel use by other City departments. The current lease is scheduled to expire June 29, 2012 and two bids have been received for a new vehicle. The recommended bid meets the specifications outlined in the bid request.

One bid was received for a small pickup for use by the Wastewater Treatment personnel and other Utilities divisions, as needed. This bid meets the specifications outlined in the bid request.

Both lease bids received include a buyout option at the end of the 36 month term.

ALTERNATIVES:

1. The Governing Body may accept both recommended bids and award a contract.
2. The Governing Body may accept the recommended bid for the sedan only and award a contract.
3. The Governing Body may reject the bids, accept another bid or defer action until a later date.

RECOMMENDATION:

Staff recommends granting a contract to Burtis Motor Company of Garden City, KS, in the amount of \$18,184.00 for the lease of a four door sedan and granting a contract to The Western Motor Company of Garden City, KS in the amount of \$18,780.00 for the lease of a compact pickup truck and authorizing the Mayor and City Clerk to execute the contracts when all documents have been provided.

FISCAL NOTE:

The Water/Wastewater Rental Agreement budget contains adequate funds to finance these leases.

LEASED VEHICLES

Bidder	Total Bid Amount	Total City Investment including buyout option	Description
Burtis Motor Company	\$18,184.00	\$20,038.60	2012 Ford Fusion SE FWD
The Western Motor Company	\$21,200.00	\$25,204.46	2012 Honda Accord 4dr LX
The Western Motor Company	\$18,780.00	\$22,421.00	2012 GMC Canyon 2dr pickup, reg. cab, 4 cyl.

Other Entities Minutes

Finney County **Economic Development Corporation**



Board Meeting
Wednesday, May 23, 2012 7:30 a.m.
Garden City Commissioners' Chambers

AGENDA

1. Call meeting to order
2. Consent Agenda
 - a. Agenda: May 23, 2012
 - b. Minutes: April 25, 2012
 - c. Financials: April 2012
3. Public Comments
 - a. Time limited to 10 minutes unless extended by Board
4. Update from Lona DuVall, President
 - a. Prospect Update
 - b. Schedule and Meetings
5. New Business
 - a. Budget Review/Approval
6. Old Business
 - a. Public-Private Organization
 - i. Bylaw changes
7. Executive Session
8. Future Meeting Dates
 - a. FCEDC Board Meeting: June 27, 2012 (correction from last meeting)
 - b. FCEDC Board Meeting: July 25, 2012
 - c. FCEDC Board Meeting: August 22, 2012

3:19 PM

05/18/12

Finney County Economic Development Corporation

Reconciliation Summary

ASB Checking Acct, Period Ending 04/30/2012

	<u>Apr 30, 12</u>
Beginning Balance	5,180.71
Cleared Transactions	
Checks and Payments - 22 items	-11,730.35
Deposits and Credits - 2 items	11,000.33
Total Cleared Transactions	<u>-730.02</u>
Cleared Balance	<u>4,450.69</u>
Uncleared Transactions	
Checks and Payments - 4 items	-791.65
Total Uncleared Transactions	<u>-791.65</u>
Register Balance as of 04/30/2012	<u>3,659.04</u>
Ending Balance	3,659.04

Finney County Economic Development Corporation

Reconciliation Detail

ASB Checking Acct, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						0.00
Cleared Transactions						
Checks and Payments - 16 items						
Bill Pmt -Check	4/1/2012	2137	Lincoln National Lif...	X	-73.19	-73.19
Paycheck	4/13/2012	ACH	DuVall, Lona	X	-1,879.75	-1,952.94
Paycheck	4/13/2012	ACH	Medina, Allison K	X	-1,182.56	-3,135.50
Bill Pmt -Check	4/13/2012	2142	Garden City Telegr...	X	-351.52	-3,487.02
Bill Pmt -Check	4/13/2012	2144	Kansas Manufactur...	X	-291.06	-3,778.08
Bill Pmt -Check	4/13/2012	2146	Kansas Cavalry	X	-200.00	-3,978.08
Bill Pmt -Check	4/13/2012	2143	Verizon Wireless	X	-145.63	-4,123.71
Bill Pmt -Check	4/13/2012	2145	Finney County Publi...	X	-50.00	-4,173.71
Bill Pmt -Check	4/13/2012		Black Hills	X	-45.48	-4,219.19
Liability Check	4/16/2012	ACH	US Treasury - Amer...	X	-1,977.33	-6,196.52
Liability Check	4/16/2012	ACH	KS Dpt of Revenue	X	-338.00	-6,534.52
Bill Pmt -Check	4/26/2012	ACH	City of Garden City	X	-155.78	-6,690.30
Bill Pmt -Check	4/26/2012	ACH	VSP	X	-49.97	-6,740.27
Paycheck	4/27/2012	ACH	DuVall, Lona	X	-1,879.75	-8,620.02
Paycheck	4/27/2012	ACH	Medina, Allison K	X	-1,182.57	-9,802.59
Check	4/30/2012			X	-36.00	-9,838.59
Total Checks and Payments					-9,838.59	-9,838.59
Deposits and Credits - 2 items						
Transfer	4/9/2012			X	11,000.00	11,000.00
Deposit	4/30/2012			X	0.33	11,000.33
Total Deposits and Credits					11,000.33	11,000.33
Total Cleared Transactions					1,161.74	1,161.74
Cleared Balance					1,161.74	1,161.74
Uncleared Transactions						
Checks and Payments - 3 items						
Bill Pmt -Check	4/13/2012		KS Cavalry		-200.00	-200.00
Liability Check	4/30/2012	ACH	Kansas Employmen...		-460.25	-660.25
Liability Check	4/30/2012	ACH	US Treasury - Amer...		-83.78	-744.03
Total Checks and Payments					-744.03	-744.03
Total Uncleared Transactions					-744.03	-744.03
Register Balance as of 04/30/2012					417.71	417.71
Ending Balance					417.71	417.71

3:17 PM

05/18/12

Finney County Economic Development Corporation
Reconciliation Summary
ASB Money Market Acct, Period Ending 04/30/2012

	<u>Apr 30, 12</u>
Beginning Balance	173,894.14
Cleared Transactions	
Checks and Payments - 1 item	-11,000.00
Deposits and Credits - 2 items	124.59
Total Cleared Transactions	<u>-10,875.41</u>
Cleared Balance	<u><u>163,018.73</u></u>
Uncleared Transactions	
Deposits and Credits - 1 item	34.25
Total Uncleared Transactions	<u>34.25</u>
Register Balance as of 04/30/2012	<u><u>163,052.98</u></u>
Ending Balance	163,052.98

3:17 PM
05/18/12

Finney County Economic Development Corporation
Reconciliation Detail
ASB Money Market Acct, Period Ending 04/30/2012

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						0.00
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	4/9/2012			X	-11,000.00	-11,000.00
Total Checks and Payments					-11,000.00	-11,000.00
Deposits and Credits - 2 items						
Deposit	4/16/2012			X	90.00	90.00
Deposit	4/30/2012			X	34.59	124.59
Total Deposits and Credits					124.59	124.59
Total Cleared Transactions					-10,875.41	-10,875.41
Cleared Balance					-10,875.41	-10,875.41
Register Balance as of 04/30/2012					-10,875.41	-10,875.41
Ending Balance					<u>-10,875.41</u>	<u>-10,875.41</u>

Finney County Economic Development Corporation
Balance Sheet
As of April 30, 2012

	Apr 30, 12
ASSETS	
Current Assets	
Checking/Savings	
ASB Checking Acct	3,659.04
ASB Money Market Acct	163,052.98
Petty Cash	50.00
Total Checking/Savings	<u>166,762.02</u>
Total Current Assets	166,762.02
Fixed Assets	
Fixed Assets	29,744.66
Accumulated Depreciation	<u>-26,424.00</u>
Total Fixed Assets	<u>3,320.66</u>
TOTAL ASSETS	<u>170,082.68</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	<u>-32.00</u>
Total Accounts Payable	-32.00
Other Current Liabilities	
Payroll Liabilities	
Federal Withholding	1,116.00
Social Security Company	501.17
Social Security Employee	339.50
Medicare Company	117.21
Medicare Employee	117.21
Kansas Withholding	386.00
Kansas Unemployment Tax	-270.08
Federal Unemployment	0.22
Payroll Liabilities - Other	<u>425.52</u>
Total Payroll Liabilities	2,732.75
Total Other Current Liabilities	<u>2,732.75</u>
Total Current Liabilities	<u>2,700.75</u>
Total Liabilities	2,700.75
Equity	
Retained Earnings	156,895.72
Net Income	<u>10,486.21</u>
Total Equity	<u>167,381.93</u>
TOTAL LIABILITIES & EQUITY	<u>170,082.68</u>

Finney County Economic Development Corporation



The regular meeting of the Board of the Finney County Economic Development Corporation was held at The City of Garden City Commissioner Chambers on April 25, 2012 at 7:30 a.m. with the following Board Members present: Tom Walker (TW), Ray Purdy (RP), Ron Schwartz (RS), Gary Newman (GN), Bob Kreutzer (BK), Cathy McKinley (CM), and Bob Tempel (BT). Staff: Lona Duvall (LD) and Allison Medina (AM). Public: Martin Nusser, Beverly Schmitz Glass, Ashley Freburg, and Shajia Ahmad.

MEETING CALLED TO ORDER: Chairman, Tom Walker (TW), welcomed all to the FCEDC Public Board Meeting and called the meeting to order at 7:30 a.m.

AGENDA, MINUTES AND FINANCIAL DOCUMENTS: TW requested board members to look at the consent agenda, minutes and financials. Motion presented to approve the agenda, minutes, and financial documents made by RP and the motion was seconded by BK. All board members were in favor and motion passed.

COMMENTS FROM THE CHAIR: TW welcomed all to the FCEDC Board Meeting and stated that he appreciated all that were able to attend the meeting today.

PUBLIC COMMENTS: No public comment.

PRESIDENT/BUSINESS RETENTION UPDATE: Given by LD

Prospects:

Prospect 06-11-B: LD met with yesterday and they are very excited about the Dallas fights coming into Garden City. Prospect will be making a visit within the next three months and a combined effort needs to be made for a welcome gathering.

Prospect 9-11: Prospect is still interested, but not a lot of progress due to health issues.

Prospect 11-11-1: Prospect is moving along and is ready to get started on construction.

Prospect 12-11-2: Prospect is a local company looking to expand. Two sites have been located and visited. Prospect will be working with the City to target one of the specific sites.

Prospect 1-12-1: No follow up on this prospect. Waiting to hear back from prospect or the Department of Commerce.

Prospect 1-12-2D: LD visited with the prospect this past week. Prospect will make a decision before October. At this time a site has been located and everything has been secured in Finney County. Once prospect has secured investors a decision can be made.

Prospect 1-12-3A: LD met with prospect yesterday and looked at additional sites. Prospect would like to be active within the next few months.

Prospect 1-12-4: LD met with prospect several times. Due to client confidentiality no further issues will be discussed.

Prospect 1-12-5: No contact with this prospect this month. Prospect should be working toward a decision within the next two months and will determine whether they will make a move this quarter or will wait for the next round.

Prospect 3-12-2: Several sites have been identified for this prospect. Awaiting a board decision regarding expansion or waiting until a later date to make the expansion.

Prospect 3-12-3: Prospect would like to be operational by June or July and will locate to a temporary site if a permanent site isn't available at that time.

Holcomb Retail: LD spoke with site developers who have contacted a rental developer out of Dallas who is interested in the project. Prospect will be making a site visit in two weeks to a month. A comprehensive plan will be presented to the City of Holcomb for review.

Prospect 3-12: Site will need to be development. Due to client confidentiality no further issues will be discussed.

Ongoing Initiatives: Development of additional industrial property in Finney County, cooperation in creating worker housing to fill immediate needs, dairy expansion, housing solutions, legislative missions, involvement in development of program to recruit and train veterans to fill agricultural and agricultural related positions in western Kansas and pursuing formation of relationship with an out-of-state economic development organization to create dual-state retention programs and federal legislative leverage.

OTHER ACTIVITIES: Black Hills Energy is interested in creating a natural gas station located in Garden City and would like to set up a discussion with local businesses to gauge the interest for this project.

A local entrepreneur is interested in opening a local business that would work well in the Downtown area. The entrepreneur was provided with information for Beverly Schmitz Glass.

An investor contacted FCEDC regarding relocating in the area and purchasing an existing business. Investor was sent a comprehensive packet that contained demographic information. Investor is interested in visiting the area shortly.

The FCEDC Chairman is the head of the Tax Abatement Committee and will take the lead on the committee. FCEDC has currently been working with the Appraiser's office for proper regulation and procedures that work well for everyone when working with the Tax Abatement Committee.

APRIL MEETINGS: Holcomb City Council, County Commission, Kansas Department of Transportation, City Commission, Conestoga Annual Meeting, County Commission Quarterly Update, Tax Abatement presentation, Mike Zamrzla (Sen. Moran's Office), BNSF/Amtrak meeting, Tradewind Energy Landowner Dinner, Garden City Entities Meeting, Tax Abatement procedures call, USD457 Board Meeting, Kansas Bioscience Authority briefing, Meeting with Kansas Department of Ag, Meeting with KDHE/landowner/developer, KIOGA, Joint Board Summit.

MAY MEETINGS: YEK Regional Business Plan Competition, SW Kansas Roundtable, FCEDC Quarterly Update to GCCC, E-Communities Advisory Committee Meeting, Quarterly Update to the City Commission, Manufacturing to Support Intermodal Transportation, County Commission, City Commission, DTV Third Thursday.

NEW BUSINESS:

Entities Meeting: The Entities Meeting was held at Commerce Bank and the following were present; Lona DuVall, Allison Medina, Tom Walker, Ray Purdy and Ron Schwartz. Downtown Vision hosted the event. The meeting consisted of very open dialogue and many things were discussed in which the entities can work together. The discussion was very beneficial. RS stated that it was nice to hear of ways that organizations can create collaboration without duplication. TW stated that The Garden City Telegram did a great job covering the story and thanked Shajia for the good positive coverage.

Budget Committee Meeting: A Budget Committee needs to be established for reviewing the current budget and also preparing for the 2013 budget. The following members will be on the Budget Committee: Tom Walker, Ray Purdy, Bob Kreutzer, Lona DuVall, and Allison Medina. A Budget Committee meeting needs to be set up for this month. BK requested that the financials reflect only the YTD and not the year end financials.

OLD BUSINESS:

Public-Private Organization Bylaw Changes: Gerald Schultz submitted his recommended bylaws for review. BK made a motion to review and approve the Bylaws at the next meeting, RS seconded and the motion carried.

Update from Downtown Vision: Beverly Schmitz Glass presented out the “Startling” Statistics for review. The information provided is the information that is reported to the State on a quarterly basis. The IWW program that has had success for the Downtown area. The IWW program is a no interest loan that can be used for renovation or technology updates. Downtown Vision is focusing more on economic development than being events driven. The Downtown area has the potential to add up to 37 more apartments. Glass has begun talking to building owners regarding incentives, IWW and other benefits of creating rental units in the Downtown area. Other methods are also being researched for adding the additional rental units, such as bringing in a developer that is interested in developing and maintaining all the units and paying owners a portion for owning the building.

Glass also attended the Economic Development Boot Camp on April 15-19 in Missouri. Glass felt that this course was very beneficial in the amount of information presented. The key focus of the course was knowing what is available in your community and confidentiality.

Third Thursday has been very beneficial for the Downtown area and all Board Members are welcome to attend.

Downtown Vision is working on economic restructuring with Downtown merchants. DTV will work one on one basis with merchants to get them to become a part of the movement and create changes for themselves. DTV will also have a decision on the Windsor within the next 30 days.

As of this time DTV has only taken care of the Downtown area but is interested in including all small businesses in the surrounding area and making the incentives, such as the IWW available to all small businesses.

RP wanted to know if there would be second story residential handicap access. BG stated that the Windsor area would have elevators, but the other rental units would not require them to be handicapped accessible.

TW asked if most merchants were participating in Third Thursday. BG stated that most of the merchants were participating and as the weather gets warmer more merchants and street vendors are interested in participating.

TW thanked Beverly Schmitz Glass for her time and effort and congratulated her for all the accomplishments thus far.

*RP Congratulated Martin Nusser on the "Coldwell Banker Commercial Agent in the State of Kansas" award.

UPCOMING MEETINGS:

June 27, 2012 (correction from last meeting)

July 25, 2012

August 22, 2012

Adjournment: TW announced entering into executive session to discuss client confidentiality until 9:00 a.m. Motion to adjourn by RP and seconded by BK at 8:40 a.m. All in favor and motion carried. No action will be taken in executive session.



**City of Garden City
Cultural Relations Board Meeting
April 12, 2012**

Present: Vice Chair Muna Ibrahim, Frederick Elad, Verna Weber, Liz Sabandith, Wendy Palmer, Danny Andrade and Mary Rogers

Excused: Chairperson Debra Bolton and Abdulkadir Mohamed

Staff: Michelle Stegman

Guests: Matt Sanderson, KSU Sociology Professor

CITY COMMISSION

JOHN DOLL,
Mayor

ROY CESSNA

DAVID D. CRASE

DAN FANKHAUSER

CHRIS LAW

I. Call the Meeting to Order

Verna Weber began the meeting at 5:25 pm.

II. Approval of Minutes

Verna Weber asked for a motion to approve the March 2012 minutes in Debra Bolton's absence. Wendy Palmer motioned first with a second from Muna Ibrahim. Minutes were approved.

III. New Business

A. Mathew Sanderson, Assistant Professor of Sociology – KSU

Matt Sanderson, Sociology Professor at Kansas State University, reported that he has received a grant to do a pilot study on immigrant populations. The study's focus will be on the Hispanic/Latino population. He wants to know primarily about their work history. His study is for academic research, not for the government.

The 4 criteria to participate in the study:

1. Ages 18-65
2. Hispanic or Latino
3. Foreign Born
4. Have work experience in native country and in the U.S.

Matt and his team of sociology students will be in Garden City for a total of 14 days sometime between May 15 – June 30 to conduct the study. He hopes to visit with at least 100 people. Matt is requesting help in locating his target population.

B. Oromo BBQ and Picnic May 12th

Muna asked what she needed to do reserve one of the parks for the annual Oromo BBQ and Picnic and discussed dates. She wanted to borrow a sound system again. Michelle Stegman said she would help Muna with the invitation and with reservations.

C. High Plains Passport Podcasts

Michelle has visited with Valarie Smith who is finishing the podcasts that will air on HPPR very soon. She has increased her them from 4 to 5 for no additional

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

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City Counselor

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costs. Each will have a theme of art and culture from El Salvador. Valarie inquired on the sponsorship language that would go on the last page of the podcast. The following will appear in all 5 “Today’s show is sponsored by the Cultural Relations Board of Garden City Kansas, a resource for intercultural awareness, education, and celebration among all people. Information available at www.garden-city.org.” The CRB discussed having her present one or two of her podcasts at a May City Commission meetings and inviting her to the May CRB meeting to share her work. Michelle will invite her to the May meeting and see if the Commission meeting is the right venue for the podcasts.

D. Mortgage Presentation to Coalition of Ethnic Minority Leaders

Michelle has visited with Jonathan Galia about this subject and he is interested in a presentation. She is in the process of contacting local lenders to see if they would want to conduct a presentation.

E. 2012 Diversity Breakfast

The board discussed potential speakers again. Muna agreed to participate. Frederick will visit with Mohamed and Farah. The board would like to distribute some recipes and asked everyone to start brainstorming on different gifts. Verna suggested that sambusa be shared with attendees.

IV. Old Business

A. Driver’s License Update

This item was tabled as Verna and Michelle are still working on the research.

V. Financial Report

There was no financial report to review.

VI. Adjournment

Chairperson Debra Bolton asked for a motion to adjourn the meeting at 6:15 pm.