

AGENDA
CITY COMMISSION MEETING
Tuesday, July 3, 2012
1:00 P.M.

(Finney County Commissioner Chambers at 311 N. 9th Street)

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., Governing Body and City staff will tour the Reserves at Prairie Ridge apartment complex located at 3201 N. Campus Drive. 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. Mr. Patrick Baca requests Governing Body consideration and approval of a waiver from the Garden City Zoning Regulations, regarding the fence setback regulations, to replace an existing three (3) foot tall fence with a six (6) foot tall privacy fence.
 - B. Erin Francoeur, representing Finney County Public Library, requests Governing Body consideration and approval of a waiver from the Garden City Zoning Regulations Section 22.110.B (4) which states that no fence shall be placed on any right-of-way.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Zoo Director Sexson has provided a Notice of Holiday Zoo hours for July 3 & 4, 2012 and a press release on activities at the Zoo on July 4, 2012.
 - B. The City has received the franchise payment for the month of May from AT&T in the amount of \$6,469.53.
 - C. Staff has provided items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report and from City Assistant City Engineer Mestdagh a street project updates.
 - D. Meetings of note:
 - ✓ July 3, 2012 – Blues at the Zoo 2 concert on the west green at Lee Richardson Zoo at 7:00 p.m.
 - ✓ July 4, 2012 – Lee Richardson Zoo's 85th Birthday Celebration from 3:00 – 6:00 p.m. at Lee Richardson Zoo.

- ✓ July 16, 2012 – Joint Meeting of Finney County Commissioners and City Commissioners starting at 11:00 a.m. at Finney County Administrative Center
- ✓ 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
- ✓ September 8, 2012 – The Garden City Community Mexican Fiesta
- ✓ October 11, 2012 – Cultural Relations 2012 Diversity Breakfast at Fiesta Courtyard.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2319-2012A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. 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. (2112 N. Main Street – blue Chevrolet pickup and dark blue Ford Ranger pickup)

X. OLD BUSINESS.

- A. Governing Body consideration and approval of the Development Agreement and the Property Development Agreement with Preferred Cartage Service, Inc., is requested. The Governing Body has previously accepted Petitions, from Preferred Cartage Service, Inc., and adopted Resolutions authorizing street and water system improvements for Taylor North Addition.
- B. Staff has prepared construction plans for the proposed Safe Routes to School (SRTS) sidewalk construction, and requests guidance from the Governing Body in the final selection of project locations.
- C. 2:00 p.m. - The remaining funds to be reviewed at this meeting are funds #55 Health Insurance, #56 Health Insurance Reserve Fund and #69 Utility Deposit fund. Finance Director Hitz and staff will review with the Governing Body the proposed Notice of Hearing for the City of Garden City 2013 Budget. The budget calendar identifies this is the final opportunity for the Governing Body to make amendments prior to publication of the proposed mill levy for public hearing on July 17, 2012. At that meeting, the Commission may make changes to the 2013 Budget, but not in a manner that would increase the property tax mill levy beyond what was published. Staff will also be available to discuss any remaining issues or concerns. The Governing Body is requested to authorize the Notice of Hearing.

XI. NEW BUSINESS.

- A. The Governing Body is asked to consider and approve of the Garden City Regional Airport Industrial Park concept and lease rates. City Engineer Cottrell has provided a memorandum and related documents.

B. The Golf Advisory Board is requesting Governing Body consideration and approval of new rates for the Buffalo Dunes Golf Course.

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

1. Governing Body consideration and approval of bids received June 26, 2012 for a self-propelled seal coating machine and bulk storage tank.
2. Governing Body consideration and acceptance of bids received June 21, 2012 for the Cat Canyon project at Lee Richardson Zoo.
3. Governing Body consideration and approval of an agreement between the City of Garden City, Kansas/ Garden City Police Department and Freddie Strawder.
4. Ms. Linda Katz requests Governing Body consideration and approval of a proposed lot split of Lot 2 Block 1 of the Western Land Addition to Garden City, KS, also known as 1712 E. Fulton Plaza.
5. Cornerstone Church requests Governing Body consideration and approval of the plat for the property located at approximately 2901 N. 8th Street, Garden City, Kansas.
6. Preferred Cartage Services requests Governing Body consideration and approval to re-plat the property located at approximately 1903 N. Taylor Avenue, Garden City, Kansas. The applicant has requested to re-plat Taylor North Addition.

7. Licenses:

(2012 New)

- a) Beef Empire Days PRCA Rodeo Temporary Cereal Malt Beverage
- b) Kisner Construction Class B General
- c) J's Fencing & Ironworks Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Mayor Crase

B. Commissioner Doll

C. Commissioner Fankhauser

D. Commissioner Law

E. Commissioner Cessna

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

June 19, 2012

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the Finney County Administrative Center on Tuesday, June 19, 2012 with all members present. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

Dr. Beverly Schmitz-Glass invited all of the Commissioners to Downtown Vision's Third Thursday on June 21, 2012 from 5:00 p.m. – 8:00 p.m. The event will be zoo themed and proceeds will benefit the Friends of Lee Richardson Zoo.

Ms. Carole Corley, Mr. Bill Jones, Mr. Stuart Boone, Mr. Jack Schmidt, Ms. Peggy Glunt and other residents were present to voice their concerns on the proposed Safe Routes to School sidewalk Center Street. Citizens were concerned that proposed sidewalks and lights would increase traffic in that area, decrease property value, increase noise and possibly cause current homeowners to sell property. A public meeting was scheduled for 4:00 p.m. on June 19, 2012 at the City Administrative Center for residents to voice their concerns and to ask questions.

City Manager Allen provided an update on the Schulman Crossing project.

Public Utilities Director Muirhead provided an update on the progress of the request for proposals for the City's power supply.

Mr. Jeffrey Weeast, Garden City Arts Board spoke on behalf of the request of Garden City Arts Board for funding in the amount of \$15,000.

Finance Director Hitz and staff provided the fourth set of funds for Governing Body review and discussion as they pertain to the proposed 2013 Budget for the City of Garden City. The funds reviewed were: #001 General Fund accounts, #111 City Commission, #112 City Manager, #113 Service & Finance, #114 Legal, #115 Municipal Court, #116 Human Resources, #117 Information Technology, #118 Prosecution, #121-#125 Police Department, #131 Community Development, #132 Engineering, #134 Inspections, #135 Parks, #141-#144 Zoo, #161 Cemetery, #171 Capital Improvement, #181 Employee Benefits, and the Governing Body also revisited the General Fund Reserves.

The City received correspondence from Cox Communications regarding channel line-up changes.

Staff provided several items of information for Governing Body review including the following: from Communications Specialist Freburg the monthly Communications report, from Finance Director Hitz the monthly financial reports, from Public Works Director Curran the CIP project schedule and City Link report, from Assistant City Engineer Mestdagh a construction update, from Zoo Director Sexson the monthly zoo report, from Fire Chief Shelton the monthly fire activity report, from Community Development Director Kentner the building and code enforcement reports, and from Police Chief Hawkins the monthly police activity report.

Meetings of Note:

- June 21, 2012 – Downtown Vision's Third Thursday is zoo themed with proceeds from various activities benefiting FOLRZ, 5:00 – 8:00 a.m.
- July 3, 2012 – City Commission Meeting at Finney County Commission Chambers at 1:00 p.m.
- July 3, 2012 – Blues at the Zoo 2 concert on the west green at Lee Richardson Zoo at 7:00 p.m.
- July 4, 2012 – Lee Richardson Zoo's 85th Birthday Celebration from 3:00 – 6:00 p.m. at Lee Richardson Zoo.
- 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.

City Manager Allen stated that the annual Fireworks display will be on July 4, 2012 starting approximately 15 minutes after sundown.

Appropriation Ordinance No. 2318-2012A. “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,704,307.13”, was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2318-2012A. 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

Resolution No. 2485-2012, “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.” (209 N. 13th Street – inoperable & unregistered vehicles and 1603 St. John Street – unregistered vehicle, gray Chevy Blazer), was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2485-2012. Mayor Cruse 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. 2486-2012, “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.” (209 N. 13th Street, 207 N. 13th Street and 407 N. 2nd Street) was read and considered section by section. Mayor Cruse moved to approve Resolution No. 2486-2012. 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

Commissioner Cessna moved to approve the request from Fire Chief Allen Shelton for a waiver to the ordinance prohibition requirement to allow for the discharge of fireworks within the corporate limits of the city from July 3, 2012 to July 5, 2012 between the hours of 10:30 a.m. and 10:30 p.m. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Doll	Fankhauser	Law
Yea	Yea	Nay	Yea	Yea

Commissioner Cessna moved to appoint Rebecca Clark to the Zoo Advisory Board for a three year term starting in July 2012 and ending in July 2015. 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

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

1. Leave in place the current turning restrictions on southbound J.C. Street at Kansas Avenue.
2. Revisit in August a request for parking restrictions by the residents of Hazel Street between 8th Street and Main Street.
3. Revisit possible adjustments regarding turning movements at the intersection of Mary Street and Fleming Street after new traffic patterns have been established.

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 the following:

1. Licenses:

(2012 New)

- a) Friends of Lee Richardson Zoo.....Temporary Cereal Malt Beverage
- b) Ink Construction, LLCClass B General
- c) Energy GuardClass B General
- d) Even-Temp of Wichita, Inc..... Class D-M Mechanical

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

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

David D. Cruse, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Cessna congratulated staff and said he is pleased to see staff working with residents on street sealing projects and that it looks like it is going well and going quickly.

Mayor Cruse stated that the budget is now almost behind us and it seems to be looking good at this point. Mayor Cruse also thanked the staff for their hard work.

Commissioner Doll said he had an issue with the fireworks ordinance passed by the Governing Body, stating that an ordinance should not be passed that the Governing Body does not intend to follow. He suggested a resolution or waiver be passed at the July 3 meeting to make an exception to the fireworks ordinance and allow the City to finish the fireworks display if it lasts later than 10:30. Commissioner Doll said he hopes that citizens are writing or in talks with their Legislators to end war.

Commissioner Fankhauser thanked Public Utilities Director Muirhead for the work he has done on the power supply issue. Commissioner Fankhauser stated that it is a very big project and one that will affect the City for years to come.

Commissioner Law asked about a business called "Soaring Eagles" on Eighth Street. Mayor Crase said that it is a place where handicapped citizens can do pottery, arts and crafts. Commissioner Law asked about the status of the old American Legion building. City Manager Allen stated that staff is not sure where it is headed. A couple of groups have been through the building to look at it. Commissioner Doll stated that he has a meeting with the leader of the Ethnic Coalition group that had expressed interest in it.

Petitions

STAFF REPORT
GC2012-033: Waiver from Art. 22.110 – Fence Setback
2301 N. 3rd Street, Garden City, KS

(Patrick Baca)

GENERAL INFORMATION

Date:	May 21, 2012	Jurisdiction:	Garden City
Owner:	Patrick W. & Brevali J. Baca		
Applicant:	Patrick Baca		
Requested Action:	Obtain a waiver from the GC zoning regulations Art. 22.110 – Fence Regulations		
Purpose:	Replace a 3' tall fence with a 6' tall privacy fence		
Location address:	2301 N. 3 rd Street		
Comprehensive Plan:	Proposed land use is not consistent with the County Comprehensive Plan		
Sites Existing Zoning:	"R-2" Single Family Residential District		
Surrounding Zoning:	North	"R-2" Single Family Residential District	
	South	"R-2" Single Family Residential District	
	East	"R-1" Single Family Residential District	
	West	"R-2" Single Family Residential District	
Land Area:	Contains 0.31 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The applicant is requesting a waiver from the Garden City Zoning Regulations, regarding the fence setback regulations, to replace an existing three (3) foot tall fence with a six (6) foot tall privacy fence.
2. The applicants stated that the current fence on the west, south and the small portion that wraps around and abuts the garage on the southeast side of the property is rotting and would like to replace it with a wood six (6) foot tall privacy fence all the way around, at the same location of the existing fence.
3. This property abuts two streets, Third Street and Thompson Street and is considered to have two frontages. Third Street is considered to be an arterial street and Thompson Street a local street. The GC zoning regulations defines frontage as measured along the line of the street, and as such, front setbacks shall be met on the sides of the property, abutting a street. In this instance, the fence setback in question is along Thompson Street. The front setback, for local streets according to Art. 25, is twenty-five (25) feet. (**Art.25.040**)
4. Article 22.110.B (3) states that fences shall not be placed without providing an adequate sight triangle, where sight triangles are measured twenty-five (25) feet along the property lot lines from the point of intersection, the third line being a diagonal line connecting the first two (2) lines.
5. Currently, the three (3) foot tall fence segments on the property are located ten (10) feet from the back-of-curb (BOC) along Thompson Street, and starts tapering up to a six (6) foot tall segment at approx. thirty-three (33) feet from the BOC along the alley and on the front of the house, until it abuts the garage. The six (6) foot tall segment of the existing fence starts at approx. thirty-seven (37) feet from the BOC, and continues to run along the property line abutting the alley to the north property line.
6. The neighboring property to the west, namely 303 E. Thompson St., across the alley has a six (6) foot tall privacy fence segment which is setback approx. twenty-two (22) feet from the BOC, along Thompson Street, and runs from the alley to the edge of the driveway, along the alley to the north property line and along the driveway to the front of the residence.
7. If the wavier is approved, staff recommends that the applicant comply with all zoning regulations not waived, and submit a general site plan to be reviewed before any building permits may be issued.

RECOMMENDATION

Staff is unable to recommend approval. However if approval is granted, staff recommends that the fence be placed at a matching distance as the property at 303 E. Thompson St., along Thompson Street; and be contingent upon the applicant meeting all zoning regulations not waived, as outlined on item six (6).

PLANNING COMMISSION RECOMMENDATION: DENIAL (21/Jun/2012)

Members Present- 8

Vote to Deny Waiver:

Yea – 5

Nay – 3

STAFF REPORT
GC2012-34: WAIVER REQUEST FROM THE GARDEN CITY ZONING REGULATIONS REGARDING
FENCE SETBACKS AT THE REQUEST OF THE FINNEY COUNTY PUBLIC LIBRARY
605 E. Walnut St., Garden City, KS

GENERAL INFORMATION

Date:	May 22, 2012	Jurisdiction:	Garden City
Owner:	Finney County Public Library Board		
Applicant:	Finney County Public Library, Erin Francoeur		
Requested Action:	Waiver		
Purpose:	Allow Fence in a front yard right-of-way		
Location address:	605 E Walnut		
Comprehensive Plan:	The Comprehensive Plan shows this lot as Residential Potential		
Sites Existing Zoning:	"P-F" Public Facilities		
Surrounding Zoning:	North "R-2" - Single Family Residential District South "R-2" - Single Family Residential District East "R-2" - Single Family Residential District West "R-2" - Single Family Residential District		
Land Area:	Contains 1.98 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The applicant is requesting a waiver from the Garden City Zoning Regulations Section 22.110.B (4) which states that no fence shall be placed on any right-of-way.
2. The applicant is also requesting a waiver from Section 22.110.B (6) which states that solid or privacy type fences exceeding three (3) feet in height are limited to side or rear yards.
3. The library is located on a lot that has four (4) street frontages. Each frontage is considered a front yard by the Regulations.
4. The Applicant would like to build an outdoor "nature classroom" and play-scape on the north side of the library. This area would, ideally, be enclosed by a 70% or more open fence, five (5) to six (6) feet in height allowing the library to regulate the area.
5. Because of large trees on the property, the Applicant would be forced to extend the fence into the public right-of-way along Hackberry Street in order to encompass enough space to make the area feasible for their project.
6. Should the waiver be approved a detailed site plan of the area including fencing, mechanical, landscaping, and electric improvements to the area shall be submitted to the Planning and Community Development Department for review.

RECOMMENDATION

Staff is unable to recommend approval of the waiver. Should the waiver be approved staff recommends that the fence be placed to keep the fire hydrant accessible from the street, outside the fenced area.

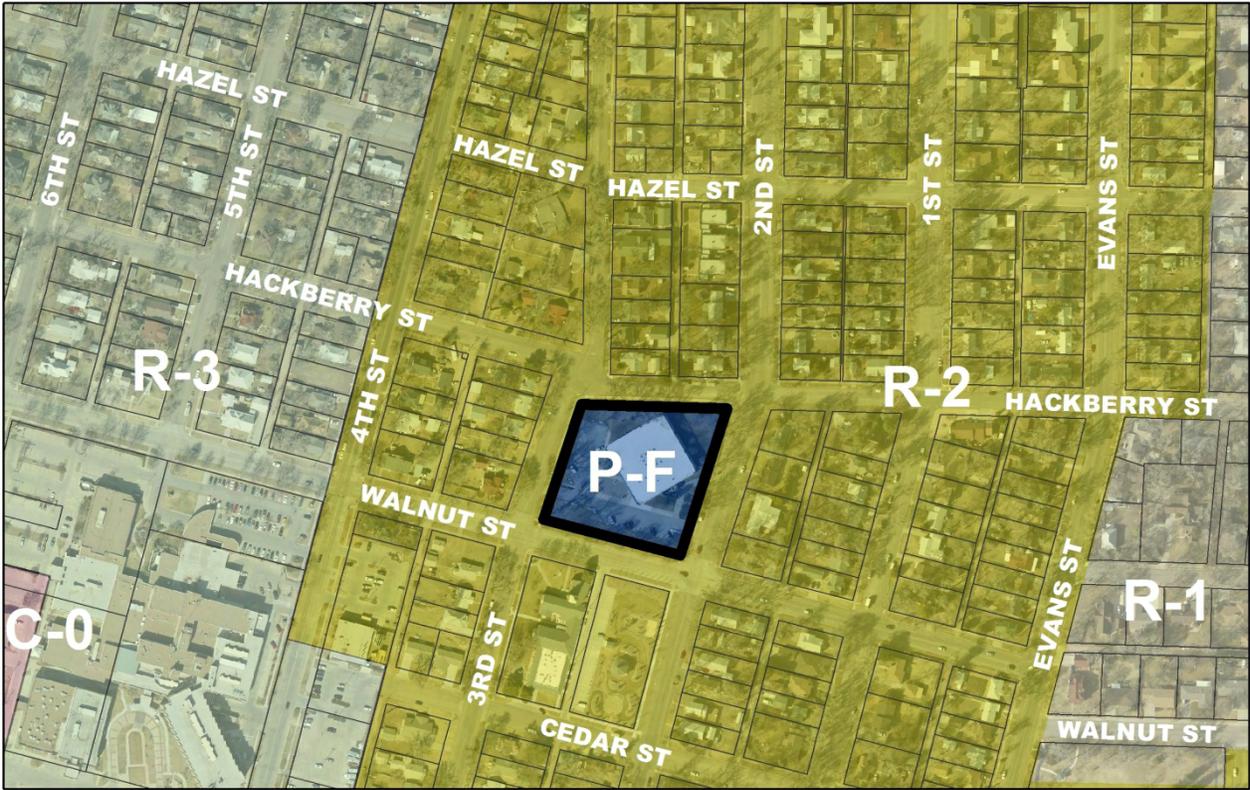
PLANNING COMMISSION RECOMMENDATION: APPROVAL (21/Jun/2012)

The applicant requested to enlarge the area enclosed.

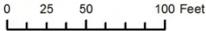
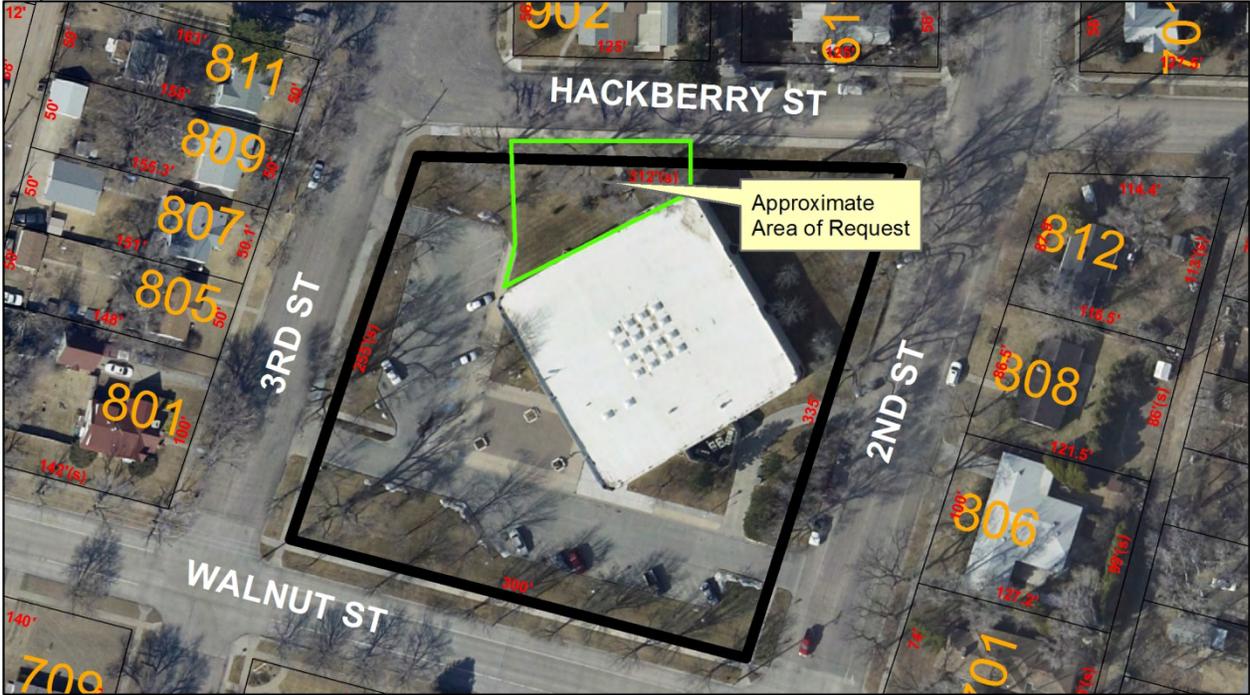
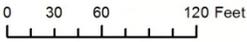
The PC recommends:

- To allow the fence to be placed along the south side of the existing sidewalk on Hackberry and 3rd Streets as illustrated on the sketch drawings provided by the applicant;
- That the fire hydrant be wrapped around by the fence, to allow access from the street;
- That the applicant shall verify with the Fire Marshall about the fire exit requirements;
- That the fence be at least 70% open, made of wrought iron or similar type fence; and
- That the applicant provides a site plan as depicted on item six (6).

Members Present- 8
 Yea- 8
 Nay- 0



Case Number: GC2012-034
 Address: 605 E Walnut St.
 Applicant: Finney County Public Library
 Request: Waiver





Picture of Proposed site from Hackberry St



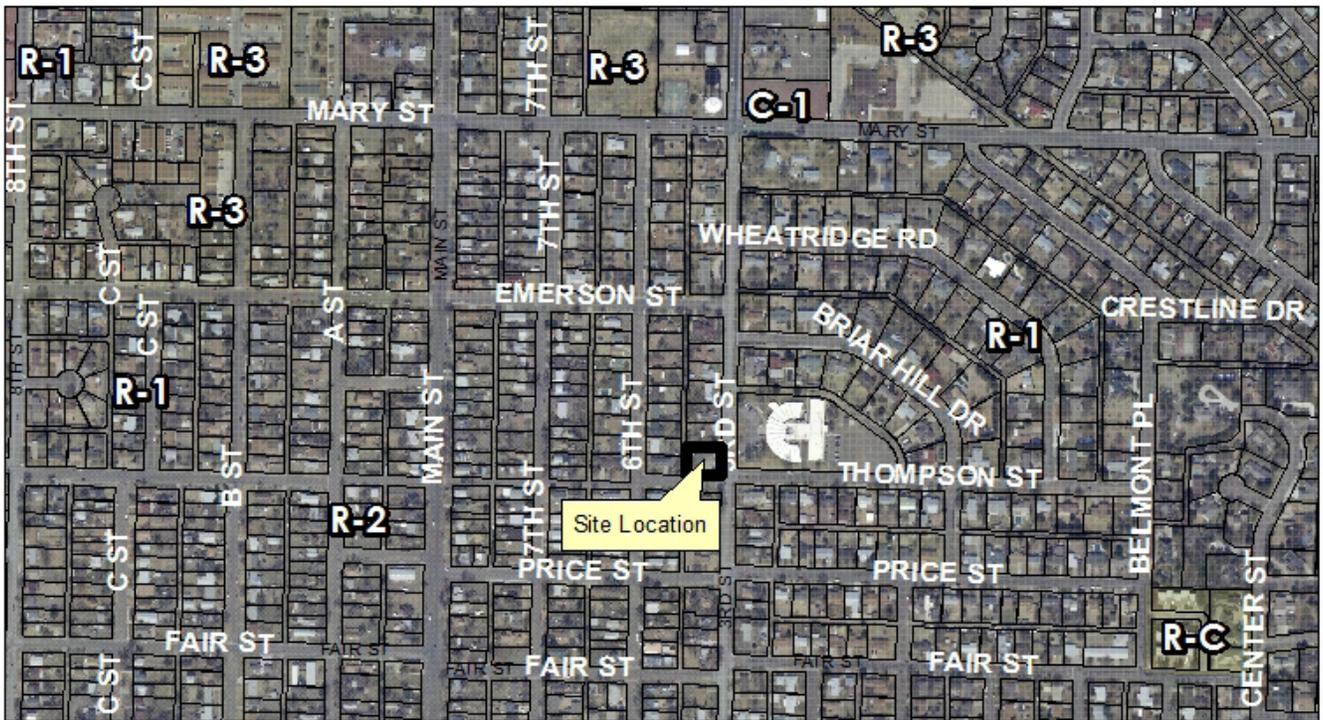
Applicant would like to put fence along this sidewalk



Parking lot west of site



Example of Large Tree on site



Case Number: GC2012-033
 Applicant: Patrick Baca
 Address: 2301 N. 3rd Street
 Request: Waiver, Fence





Property Site Picture – Looking NB into the property from across Thomson Ave.



Property Site Picture – Looking NB into the property from across Thomson Ave.



Property Site Picture – Looking NE into the back of the property and into the alley



Property Site Picture – Looking NE into the back of the property and 3rd Street on the background



Looking at the property to the west, across the alley

Report of the City Manager



312 Finnup Drive • Garden City, KS 67846-0499

Phone (620) 276-1250
Fax (620)-276-1259
zoo@garden-city.org
www.leerichardsonzoo.org

KATHY SEXSON
Director
Kathy.Sexson@gardencityks.us

KRISTI NEWLAND
General Curator/Deputy Director
Kristi.Newland@gardencityks.us

HIRAM THOMAN
Maintenance Foreman
Hiram.Thoman@gardencityks.us

The mission of the zoo is to instill appreciation and encourage stewardship of the Earth's natural treasures through the exhibition, conservation and interpretation of wildlife.

The LRZ is accredited by the Association of Zoos and Aquariums and is dedicated to recreation, conservation, education, and scientific studies.

Visit the AZA website at www.aza.org

ACCREDITED BY THE
**ASSOCIATION
OF ZOOS &
AQUARIUMS**

FOR IMMEDIATE RELEASE

DATE: June 29, 2012
FROM: Lee Richardson Zoo
RE: Holiday Zoo Hours for July 3 & 4

For More Information Contact: Kathy Sexson at 276-1250

The Lee Richardson Zoo will close at 5:00 pm Tuesday, July 3, in preparation for "Blues & BBQ at the Zoo" which will be held that evening. Concert admission will begin at 6:00 pm thru the southwest gate of the zoo (off Main St. across from the fairground parking lot.) *The Nighthawks* will begin playing at 7:00 pm. BBQ, beer and other beverages will be available for purchase. Tickets are \$10 (kids 5 & under free) and can be purchased at Patrick Dugan's, the Fennup Center, Safari Shoppe, zoo vehicle gate, or at the event. For more information call 276-1250 or visit www.leerichardsonzoo.org.

The zoo will be open late Wednesday, July 4th for the Municipal Band concert and fireworks viewing. The 4th Street vehicle entrance gate will close at 8:00 pm, with free vehicle admission from 6:30-8:00. After 8:00 pm the 5th Street exit gate will remain open for latecomers to enter free of charge.

The Municipal Band concert will start at approximately 8:00 pm on the West Green and the fireworks display begins at dark. There are no personal fireworks or pets allowed in the zoo.



312 Finnup Drive · Garden City, Kansas 67846-0499

FOR IMMEDIATE RELEASE

June 20, 2012

From: Lee Richardson Zoo

Re: Red, White, and Zoo on July 4th

For More Information Contact: Krista Scheuerman or Misty Ayers, 620.276.1250

The Lee Richardson Zoo invites you to come and help us celebrate the holiday as well as the Zoo's 85th Birthday. Activities will run from 3—6 pm. The zoo will stay open late for the Municipal Band concert at 8pm in the gazebo on the west green, followed by the community fireworks at dark.

Animal encounters and keeper talks will occur throughout the day, beginning at 3:15 and continuing every half hour until 4:45. Purchase a unique painting created by our education animals or try to win a cake at the cake walk which begins at 4:30.

There will be a birthday card contest for everyone ages 3 and up, and the winners will have their cards displayed in the Finnup Center until August 1st. The Garden City Humane Society, the Friends of Lee Richardson Zoo, and Gary Gipson will have booths set up by Wild Asia. Come and help celebrate 85 wonderful years at the Zoo with the wildest bunch in town!

ACCREDITED BY THE
ASSOCIATION
OF ZOOS &
AQUARIUMS

KS

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: May 1, 2012 to May 31, 2012

FEIN: 430529710
Southwestern Bell Telephone Company
AT&T

3100 Cumberland Boulevard, Suite 700
Atlanta, GA 30339
877-829-4141 - Phone
770-956-0700 - Fax

Tax Identification Number

43-0529710

Return Due: 06/15/2012

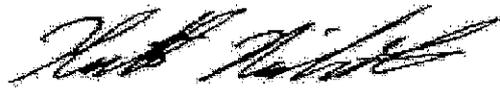
Total Fee Due:	\$6,469.53
Adjustments:	\$0.00
Uncollectibles:	\$0.00
Admin Fees:	\$0.00

Net Fee Amount to be Remitted: **\$6,469.53**

Remit To:

City of Garden City
P.O. Box 998
Garden City, KS 67846

Tax Payer:



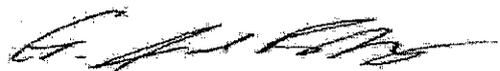
Keith Nichols, VP, Managed Services

6/13/2012

Date

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

Tax Preparer:



JERALD BLAKENEY, Manager

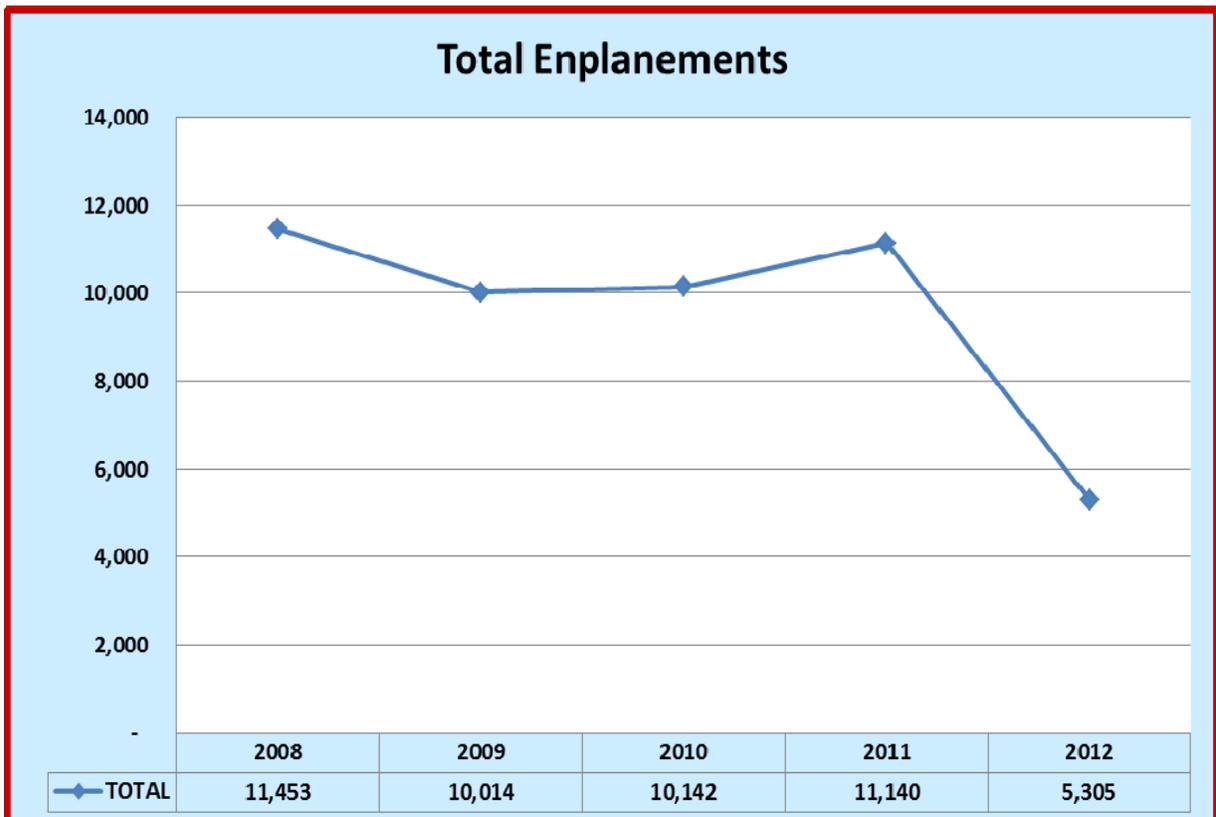
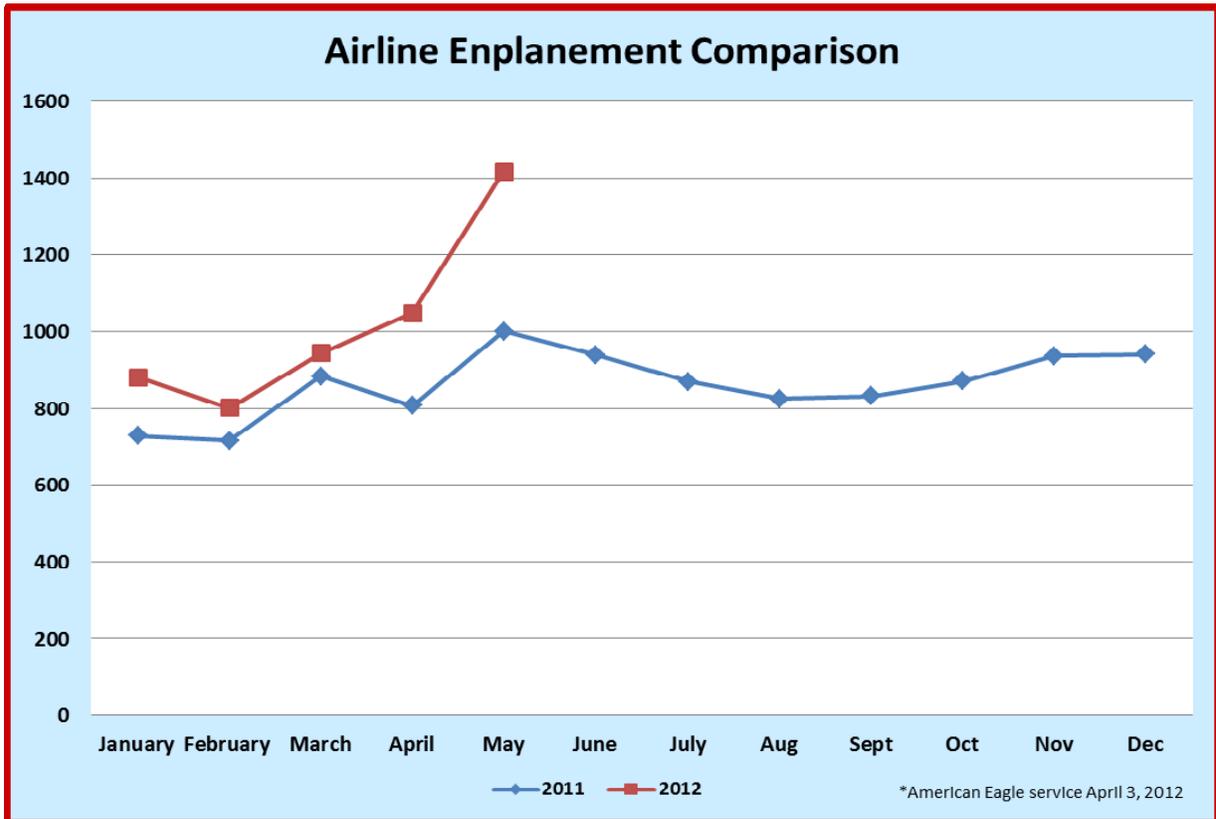
6/13/2012

Date

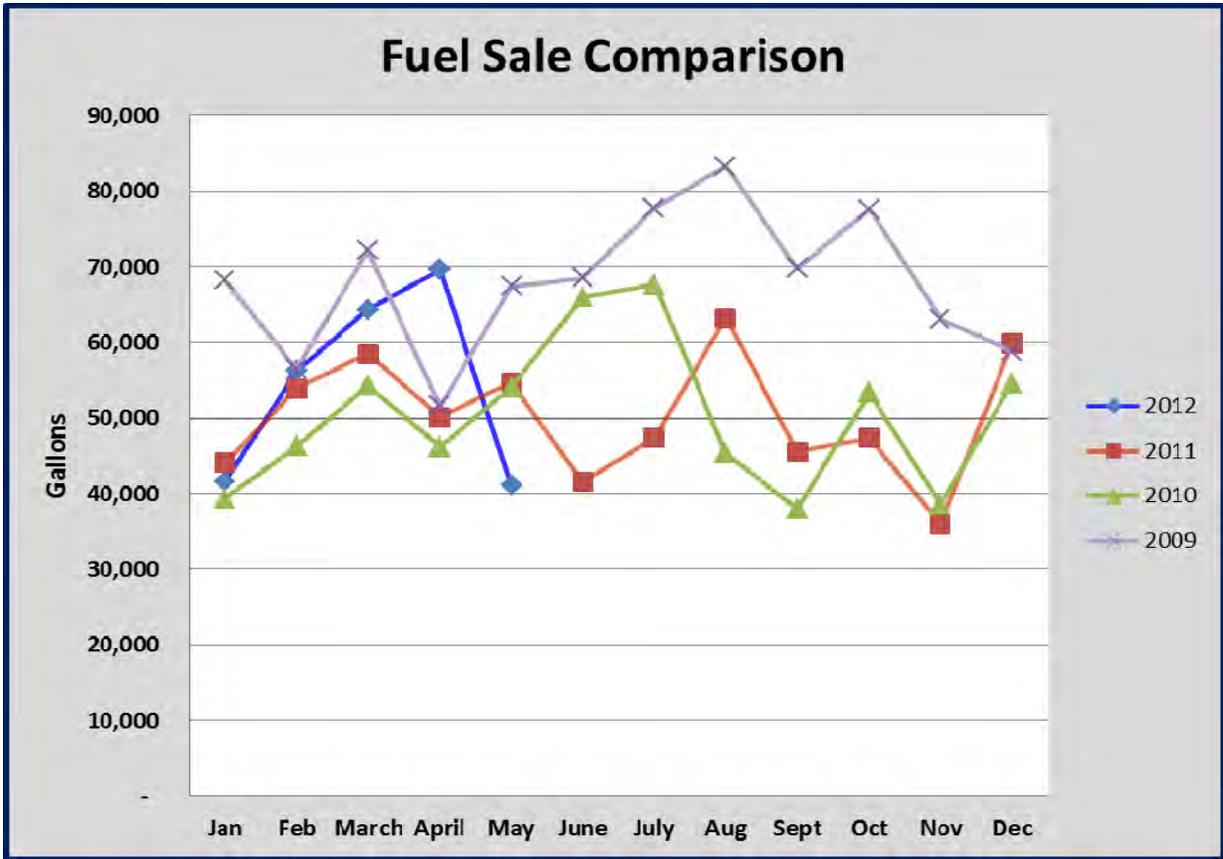
I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

Staff Reports

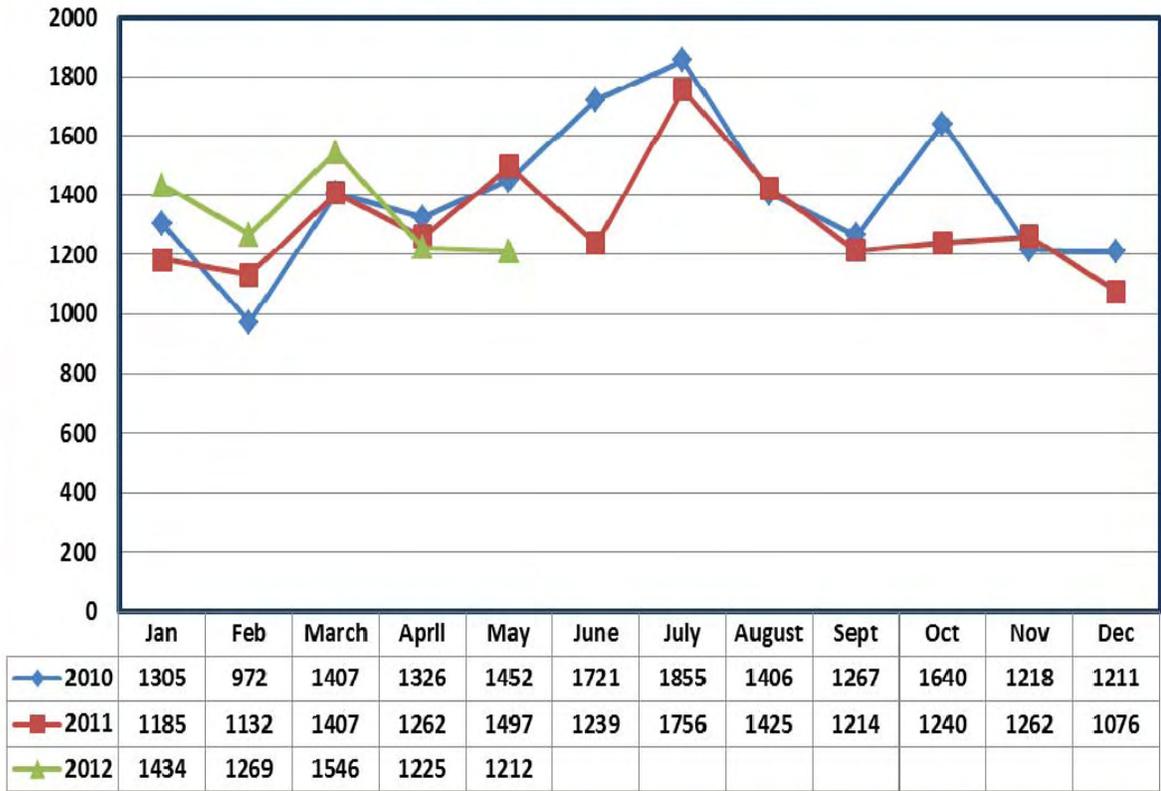
GARDEN CITY REGIONAL AIRPORT MAY REPORT



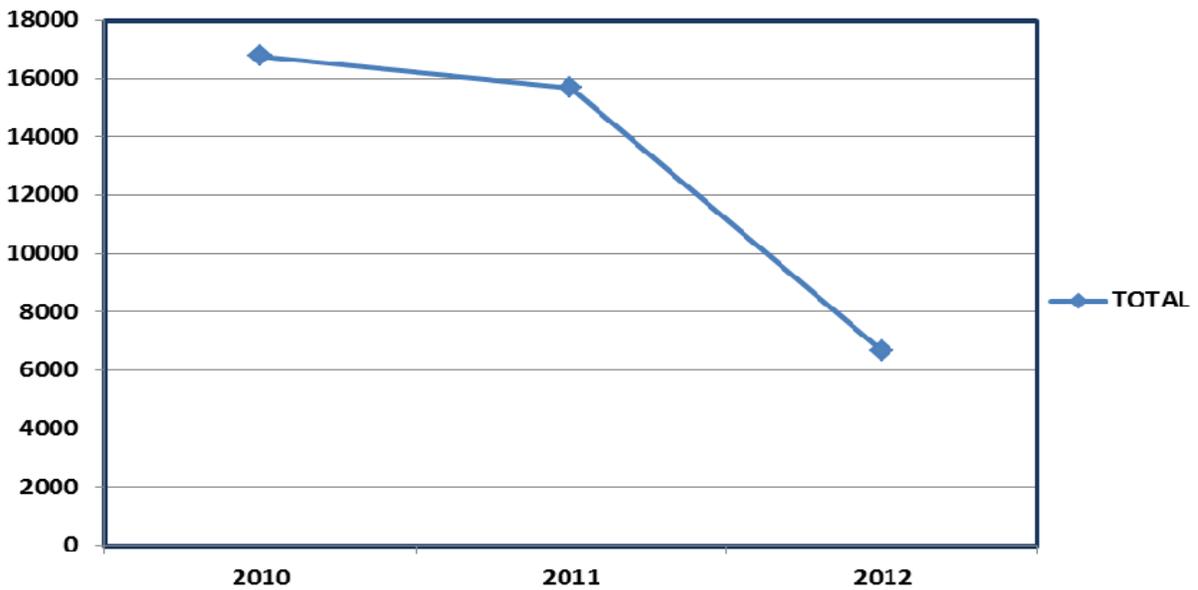
2012	American Eagle	Denver	Allegiant Air	Total
Jan.	-	881	0	881
Feb	-	801	128	929
March	-	944	0	944
April	961	87	86	1134
May	1417	-	0	1417
June		-		0
July		-		0
Aug		-		0
Sept		-		0
Oct		-		0
Nov		-		0
Dec		-		0
TOTAL	2378	2713	214	5305



Monthly Operations Comparison



Annual Operations Comparison





Engineering Department

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

Alex L. Mestdagh, P.E.
Assistant City Engineer

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

MEMORANDUM

DATE: June 27, 2012
TO: Governing Body
FROM: Alex Mestdagh
RE: Streets Projects Update

The following is a progress report on ongoing street projects throughout the City:

Main Street Reconstruction (Maple Street to Fulton Street)

The City's 2012 KLINK project will be a reconstruction of this section of Main Street in 9" of concrete pavement. Two-way traffic will be maintained during the project, and construction will be phased to keep traffic in lanes served by the existing BNSF warning arms at all times.

Final plans have been approved by KDOT and the necessary permits have been granted by BNSF. The project has been advertised and is scheduled for a July 12 bid opening.

Safe Routes to School Sidewalk Construction

The City held an open house for this project on June 19 that was attended by approximately 20 residents along the selected routes. After the safe routes are finalized, Staff will prepare final plans in preparation of an August bid opening.

Schulman Crossing

Sporer Land Development (Oakley, KS) has begun site work for this development. Utility relocations and the demolition of existing structures are among the initial tasks.

The water and sewer projects, along with the Lareu Road and Schulman Avenue roadway improvements are currently under design, and are on track for bid openings later this summer. The City has received KDOT approval for the proposed US-50/83/400 Bypass improvements; allowing final design to proceed. These improvements are scheduled to be bid later this summer.

Street Sealing

The City's 2012 Street Sealing program was completed the week of June 22. The cover material will be removed from these streets in mid to late-July.

Mary Street Pavement Markings

The pavement markings on Mary Street from Campus Drive to the US-50/83/400 Bypass have been updated and the new traffic signal at Buffalo Way has been activated. This intersection will be the first within the City to be configured with a double left turn movement (eastbound Mary to northbound Buffalo Way). Staff will be monitoring this intersection throughout the summer in preparation for the start of the school year.

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

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:

2112 N. Main-Inoperable & unregistered vehicles stored on the property. One blue Chevrolet pickup tag# 057-AYL and one dark blue Ford ranger pickup tag# 226-CLQ

SECTION 2. The abatement costs incurred by the City shall be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 3rd day of July, 2012.

David D. Crase, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

Old Business

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 25 JUNE 2012

RE: TAYLOR NORTH ADDITION

ISSUE

Preferred Cartage Service, Inc., is developing the Taylor North Addition. Previous action by the Governing Body accepted Petitions for water and street improvements. The Governing Body is asked to consider and approve development agreements for the project.

BACKGROUND

At your June 5th meeting, the Governing Body accepted Petitions from Preferred Cartage Service, Inc., and adopted Resolutions authorizing street and water improvements at Taylor North Addition. The accompanying agreements are presented for Governing Body consideration and approval.

- 1) Development Agreement between Preferred Cartage Service, Inc., and the City of Garden City. This is the customary development agreement.
- 2) Property Development Agreement between Preferred Cartage Service, Inc., and the City of Garden City. This agreement authorizes the Special Assessment financing tool that was adopted two years ago, that provides for the special assessments to be fully paid off as property is sold.

ALTERNATIVES

The Governing Body may approve or reject both agreements, or defer action to a later date.

RECOMMENDATION

Staff recommends approval of both agreements and authorizing the Mayor and City Clerk to execute the documents.

FISCAL

The improvements for Taylor North addition will be paid by special assessment financing. The City-at-large share of the street and water projects will be included in the 2013 bond issue, and will first impact the City budget in 2014.



Engineering Department

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

Alex L. Mestdagh, P.E.
Assistant City Engineer

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DEVELOPMENT AGREEMENT TAYLOR NORTH ADDITION

THIS DEVELOPMENT AGREEMENT (Agreement), made and entered into this ____ of _____, 2012, by and between the **City of Garden City, Kansas** (“City”) and **Preferred Cartage Service, Inc.** (“Developer”).

RECITALS

- A. Developer owns the real property identified and legally described **Lots 5 and 6, Block 1, Taylor North Addition** (“Property”).
- B. Developer and City each recognize the importance of there being a general plan to guide the growth and development of the Property.
- C. City has adopted regulations concerning development within its corporate limits, consisting of Development Policy, Zoning and Subdivision Regulations, Floodplain Regulations and any amendments thereto adopted and in place upon approval of this agreement.
- D. City has established and recognizes the zoning as **“I-2” Medium Industrial District**.
- E. City has approved a Final Plat for **Taylor North Addition** the (“Final Plat”).
- F. The Property is to be developed as follows: **Lots 5 and 6, Block 1, Taylor North Addition**.
- G. Developer and City desire to provide in this Agreement for (i) Developers’ assurances to City that the Property and the infrastructure improvements will be developed in accordance with the provisions of this Agreement and (ii) City’s assurances to Developer that it will be permitted to develop the Property. Nothing in this agreement shall restrict the authority of the City to modify or amend any current policies or regulations.
- H. City and Developer acknowledge that the development of the Property pursuant to this Agreement will significantly benefit Developer by providing the ability to improve the Property.

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

AGREEMENT

1. **Infrastructure.** All improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of improvements shall not commence until the plans and specifications have been approved by the City Engineer. All infrastructure improvements shall be constructed prior to the issuance of a Certificate of Occupancy on any lot in the Property. Below are additional descriptions of the infrastructure improvements for the Property.
 - a) **Streets:** Joe McGraw Street shall be forty (40') foot wide, back of curb to back of curb, and paved with 8" concrete. The City shall pay the differential cost between 8" asphalt and 8" concrete pavement. Construction plans and specifications are subject to provisions of the Subdivision Regulations and the 2006 General Surface Improvements Handbook.
 - b) **Sanitary Sewer:** No additional sanitary sewer mains are required
 - c) **Water Distribution:** 12" water line shall initially be constructed to service the subdivision connecting to an existing 12" water main on Taylor Avenue. The City shall pay the differential oversize cost between 8' and 12" water mains.
 - d) **Electric:** No additional electric transmission or distribution system extensions are required.
 - e) **Storm Water Drainage and Erosion Control:** Storm water drainage plans, an erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City Engineer. Developer shall submit a Notice of Intent (NOI) for stormwater discharge associated with construction activity to KDHE and provide a copy to the City Stormwater Coordinator.
 1. Erosion and Sediment Control Guidelines and Specifications per Sections 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
 2. Post Construction Stormwater Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*
2. **Responsibility for funding and construction of the Infrastructure Improvements:** Subject to the provisions herein contained, Developer agrees to assume and satisfy all applicable development costs pursuant to applicable policies of City, and to construct or install, or cause to be constructed or installed, all applicable improvements in accordance with such policies.

- a) *Special Assessment Financing.* Developer has requested special assessment financing of the following improvement: curb & gutter, paving, ancillary storm drainage, water distribution, and related engineering and surveying costs. The City will prepare the necessary Petitions, for developer signature, within thirty calendar days of approval of the construction plans. The City will process the Petitions and related actions and schedule the construction bid lettings in a timely manner, but does not make any warranty of completion and/or acceptance date of the improvements. City and Developer agree to be bound by terms and conditions of Article III of the attached document "Property Development Agreement" concerning construction and financing; levy and payment of special assessment reimbursement to City by Developer.
 - b) *Engineering Fees.* Developer accepts responsibility for all engineering and surveying costs for any improvements for the Development constructed directly by Developer. City shall be responsible for inspection of all infrastructure construction. Developer shall pay the City an amount equal to 3.0% of the construction cost of those improvements constructed at developer expense.
 - c) *Construction Contracts.* For those improvements constructed by direct cost of Developer, all contracts issued by Developer for such improvements shall include a Contract and Maintenance Bond (1 year) and Statutory Bond, or other maintenance and payment guarantee acceptable and consented to by City.
 - d) Developer shall be responsible for the cost of installation of electric service lines, gas lines, cable services and telephone lines, in accordance with utility company installation policy and City Ordinances of a size as determined by the utility company and City.
3. **Infrastructure dedication; operation; maintenance.** All infrastructure improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. City reserves right to inspect construction at any time. Infrastructure improvements intended to become a part of City system shall, after approval by City in accordance with applicable laws, codes, ordinances, rules and regulations, be dedicated to City.
 4. **Development rights.** Developer and City acknowledge and agree that upon recordation of the Final Plat, City shall not, unless requested by Developer, rescind or modify the approved Zoning during the term of this Agreement.
 5. **Default; cure period.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30)

days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.

6. **Notices and filings.**

- a) Representatives. City and Developer shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be the City Manager, and the initial representative for Developer shall be **Jarret McGraw** or such others as either party hereto may from time to time designate in writing and deliver in a like manner. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and the development of the Property.
- b) Manner of serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

City: **Matthew C. Allen, City Manager**
 City of Garden City
 301 N. 8th Street, P.O. Box 998
 Garden City, Kansas 67846

Developer: **Jarrett McGraw, President**
 Preferred Cartage Service, Inc.
 PO Box 1034
 Garden City, Kansas 67846

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

7. Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever first occurs.
8. **General.**
- a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- b) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be

removed from such counterparts and such signature pages all attached to a single instrument.

- c) Captions. The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- d) Adoption of Agreement. This Agreement shall be binding upon City only upon adoption of same by City's Governing Body.
- e) Successors. All of the provisions hereof shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
- f) No Agency/Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between Developer and City.
- g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- h) Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.
- i) Good Standing; Authority. Each of the parties represents and warrants to the other that:
 - 1. It is duly formed and validly existing under the laws of Kansas,
 - 2. It is duly qualified to do business in the State of Kansas and is in good standing under applicable state laws, and
 - 3. The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- j) Governing Law. This Agreement shall be construed and interpreted under the laws of Kansas.

- k) Recordation/Agreement To Run With The Land and Effect. This Agreement shall be recorded in its entirety with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. This Agreement shall constitute covenants that run with the land and are binding on successors in interest.

- l) Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

[The remainder of this page left intentionally blank]

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

DEVELOPER – Preferred Cartage Service, Inc.

By: _____
Jarrett McGraw, President

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS.
COUNTY OF FINNEY)

The foregoing document was acknowledged before me this ____ day of _____, 2012, by Jarrett McGraw, President, Preferred Cartage Service, Inc.

Notary Public

My appointment Expires: _____

CITY OF GARDEN CITY:

By: _____
David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

REVIEWED BY:

Randall D. Grisell, CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS.
COUNTY OF FINNEY)

This instrument was acknowledged before me on this ___ day of _____, 2012, by David D. Crase, MAYOR and Celyn N. Hurtado, CITY CLERK of the City of Garden City, Kansas, a Kansas municipal corporation.

Notary Public

My appointment Expires: _____

TAYLOR NORTH ADDITION
PROPERTY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the "City"), and PREFERRED CARTAGE SERVICE, INC. (the "Developer," and together with the City, the "Parties"), and is dated _____, 2012.

RECITALS

WHEREAS, the Developer has submitted to the City petitions to establish improvement districts pursuant to K.S.A 12-6a01 et seq.; and

WHEREAS, on June 5, 2012 the City adopted Resolution No. 2383-2012 and 2484-2012 creating the improvement districts as described in the petitions and authorizing the improvements described there; and

WHEREAS, the improvement districts are legally described on **Exhibit A** attached hereto; and

WHEREAS, the Developer has requested financing assistance for improvements in the improvement district from the City's Property Development Loan Fund; and

WHEREAS, the City has determined to extend certain development incentives to the Developer from available City funds to encourage property development and assist in the acquisition and construction of the improvements, which incentives are dependent upon Developer's compliance with terms of this Agreement; and

WHEREAS, the City and the Developer desire to enter into this Agreement to address certain issues related to the improvements and implementation of the Project, as defined herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby 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 petition filed by Developer, the resolutions and ordinances of the City introduced or adopted by the City Commission which designate the improvement district, describe the improvements, provide for the levy of special assessments and the and the provisions of the 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 or they shall have the following meanings:

“Act” means K.S.A. 12-6a01 et seq., and the Home Rule Amendment (Article 12, §5 of the Kansas Constitution).

“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 Property Development Agreement, as amended from time to time.

“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 Special Assessments Paid” means a certificate executed by the Developer and delivered to the City requesting reimbursement of Special Assessments Paid in substantially the form attached hereto as **Exhibit B**.

“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 Loan Fund” means the Property Development Loan Fund, created by the City and described in **Section 5.1** hereof.

“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.

“County” means Finney County, Kansas.

“Developer” means Preferred Cartage Service, Inc., a limited liability company organized and existing under the laws of the State of Kansas and its successors and assigns as permitted under this Agreement.

“Developer Event of Default” means any event or occurrence defined in **Section 8.1A** of this Agreement.

“Developer Representative” means Jarrett McGraw or such other person or persons at the time 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.

“Event of Default” means any event or occurrence as defined in **Article VIII** of this Agreement.

“Excusable Delays” means any delay beyond the reasonable control 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, shortage of materials, unavailability of labor, earthquake, adverse weather conditions such as, by way of illustration and not limitation, severe rain 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, delays in the issuance of any governmental permits or approvals which are not the fault of the Developer, adverse market conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Financing Costs” means those costs, which are approved by the City, incurred, or to be incurred, in connection with the City’s issuance of any Obligations or otherwise in connection with the utilization of funds from the City Loan Fund to assist in financing the Project.

“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 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.

“Improvement District” or “District” means the improvement districts created by the City by the adoption of Resolution No. 2383-2012 and 2484-2012 pursuant to the Act and is the area benefiting from construction of the Project, legally described in **Exhibit A**.

“Obligations” means bonds or notes issued by the City in accordance with the Act or other obligations issued by the City in connection with the Project.

“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.

“Project” means the improvements made in the Improvement District as particularly described on **Exhibit C** to this Agreement.

“Special Assessments” means special assessments levied by the City in the Improvement District pursuant to the Act to pay costs of the Project, including Financing Costs.

“Special Assessments Cap” means the total amount the City agrees to pay from the City Loan Fund to reimburse Special Assessments Paid, and for purposes of this Agreement shall be the actual costs of the Project as levied by Special Assessments, plus Financing Costs, but shall not exceed \$638,250.

“Special Assessments Paid” means Special Assessments paid to the County by the Developer or an Affiliate as evidenced by a Certificate of Special Assessments Paid in the form attached to this Agreement as **Exhibit B**.

“Third Party” means a person or entity that is not the Developer or an Affiliate of the Developer.

ARTICLE II
PURPOSE OF AGREEMENT
REPRESENTATIONS AND WARRANTIES

Section 2.1 Purpose of Agreement. The purpose of this Agreement is to assist in completing the Project by providing for the financing of the Project, the reimbursement of the Developer for Special Assessments Paid the City from its City Loan Fund until the Developer (or its successors and assigns) sells lots and parcels in the Improvement District to a Third Party, and providing for the repayment by the Developer to the City of Special Assessments so reimbursed upon the sale to a Third Party. This Agreement is entered into for the purpose of completing the Project and encouraging development of real estate in the City.

Section 2.2 Performance of Agreement. The financing and development described by this Agreement contemplates that the Developer will purchase the real property constituting the Improvement District and by construction of the Project prepare the real property in the Improvement District for development.

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, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

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 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. Governmental or Corporate Consents. No 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 and delivery by the City of this Agreement.

E. No Default. No default or 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. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

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 Project, the Developer or any officer, director, member or shareholder of the Developer with respect to the Project. 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. (1) 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 (2) 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 its

obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. No 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 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 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. Construction Permits. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

I. Compliance with Laws. 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.

J. 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. Developer's Acquisition of the Improvement District. At the time that this Agreement is executed, Developer represents that it owns legal title or has a binding contract to purchase legal title to all real property within the Improvement District.

Section 2.6. Conditions to the Effective Date of this Agreement.

A. 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:

1. 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

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

3. 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.

ARTICLE III

**CONSTRUCTION AND FINANCING; LEVY AND
PAYMENT OF SPECIAL ASSESSMENT, REIMBURSEMENT OF
CITY BY DEVELOPER**

Section 3.1. Financing of Costs of Construction.

A. Project. The City agrees to authorize construction of the Project as defined herein. The City may, at its discretion, enter into contracts for construction of the Project according to its standard procedures for improvement districts or may contract with the Developer's contractors. All costs of constructing the Project shall be paid by the City from proceeds of Obligations described in Section 3.2C. The public improvements constructed as part of the Project to be conveyed to the City shall be so conveyed upon completion and acceptance by the City of such public improvements.

B. Special Assessments. Upon completion of the Project and determination of the total final costs thereof, the City will levy Special Assessments upon the lots and parcels in the Improvement Districts, according to the Act and in the manner described in Resolution No. 2383-2012 and 2484-2012 of the City creating the Improvement Districts. The Developer, as owner of 100% of the property in the Improvement

Districts, consents to the levy of such Special Assessments and agrees to cooperate with the City in implementing the levy of the Special Assessments.

C. Sale to Third Parties. Upon completion of the Project, the Developer agrees to actively market the lots in the Improvement District for sale to Third Parties and to include in the asking price for such lots and parcels an amount sufficient to repay the City for all Special Assessments Paid reimbursed to the Developer with respect to such lot or parcel under Section 3.3 of this Agreement and an amount sufficient to pay the remaining outstanding balance of the Special Assessments, including Financing Costs, levied upon such lot or parcel.

Section 3.2. City's Reimbursement of Special Assessments – Developer's Agreement to Reimburse City.

A. Obligation to Pay Special Assessments. Subject to the terms of this Agreement and the conditions in this Section and as an incentive for the development of the Project, the City agrees, solely and exclusively from the City's Loan Fund, to reimburse the Developer for Special Assessments Paid during the time the real property is owned by Developer or an Affiliate, in a total amount not to exceed the Special Assessments Cap. If the City has reimbursed Special Assessments in the full amount of the Special Assessments Cap, the balance of any Special Assessments still outstanding on lots and parcels in the Improvement District owned by the Developer or its Affiliate shall be collected from the owner of such lots or parcels as provided by the laws of the State and the Developer shall not seek reimbursement of such amounts from the City.

Developer's Obligation to Reimburse City. Subject to the terms of this Agreement and the conditions in this Section and as an incentive for the development of the Project, the Developer agrees that upon the sale of any lot or parcel in the Improvement District to a Third Party, the Developer will pay to the City all Special Assessments Paid on such lot or parcel and reimbursed to Developer by the City according to the preceding paragraph and the balance of Special Assessments remaining outstanding on such lot or parcel, including Financing Costs, as provided in K.S.A. 10-115.

B. Source of Payment of Special Assessments. The City shall reimburse Special Assessments paid by Developer from the City's Loan Fund subject to the Special Assessments Cap.

In administering the City Loan Fund, the City shall create such accounts and sub-accounts as shall be required by the Act or documents authorizing the issuance of the Obligations.

C. Issuance of Obligations.

1. The Parties anticipate that Obligations may be issued by the City to provide a source of payment for Project Costs. The issuance of such Obligations is subject to approvals, if any, of state and local governments as required by the Act. Such Obligations shall be general obligation temporary notes issued pursuant to the Act and the Kansas general bond law, issued to temporarily finance the Project. After completion of the Project and levy of Special Assessments the City will issue its general obligation bonds pursuant to the Act for a term not exceeding 10 years, which bonds shall be payable first from the Special Assessments, and if not so paid, from ad valorem taxes levied without limitation as to rate or amount upon all the taxable tangible property in the City. The Obligations 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. Developer understands that any Obligations 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.

2. The City agrees to exercise good faith and make all reasonable efforts to issue or cause to be issued Obligations as soon as practicable upon the Developer's request for the issuance of such Obligations and after the following conditions precedent have been met:

a. The City, in its sole discretion, finds sufficient evidence of the Developer's good faith efforts to construct and develop the Project.

b. The method of sale of the Obligations shall be determined by the City.

3. 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 Obligations.

Section 3.3. Payment Procedure.

A. At least 15 business days before a Special Assessment payment is due upon real property in the Improvement District owned by Developer, the Developer shall notify the City of the amount of Special Assessment payment coming due. The Developer shall pay the Special Assessments on the due date along with all other taxes due and owing on real property in the Improvement District and then submit to the City a receipt from the County Treasurer showing the amount so paid along with a Certificate of Special Assessments Paid, in the form attached to this Agreement as **Exhibit B**, requesting that the City reimburse Developer the amount of the Special Assessments Paid. The City shall have fifteen (15) calendar days after receipt of a

Certificate of Special Assessments Paid 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 of Special Assessments Paid and supporting documentation demonstrate that (1) the request relates to Special Assessments paid by Developer as evidenced by a receipt from the County Treasurer; (2) the expense was incurred; (3) the Developer is not in material default under this Agreement; (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, then the City shall approve the Certificate of Special Assessments Paid and reimburse the Developer from the City Loan Fund in accordance with **Section 3.2** hereof, within fifteen (15) calendar days of the City's approval or deemed approval of the Certificate of Special Assessments Paid. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Special Assessments Paid, the Developer shall have thirty (30) days to respond in writing to any such notice from the City and the opportunity to cure any deficiency or demonstrate that no deficiency exists. City shall notify Developer within thirty (30) 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 Special Assessments 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. Approval of the Certificate of Special Assessments Paid will not be unreasonably withheld. If the City fails to provide notice of the disapproval of or of a deficiency in a Certificate of Special Assessments Paid within thirty (30) days after the City's receipt of the same, such Certificate of Special Assessments Paid shall be deemed approved. The agreement of the City contained in this paragraph shall apply only to lots and parcels in the Improvement District owned by the Developer or an Affiliate for investment purposes and with the intent to sell to Third Parties. Any lot or parcel sold by Developer to an Affiliate for its use or retained and used by Developer for its residential or other use (other than for marketing such lot or parcel for sale) shall be subject to Section 3.3 B below.

B. The Developer shall notify the City of any impending sale to a Third Party of a lot, lots or parcels within the Improvement District at the time negotiations with respect to such sale begin and shall request from the City a statement of the amount of Special Assessments Paid the City has previously reimbursed Developer under this Agreement with respect to that lot or parcel and which are payable to the City when the property is sold to a Third Party. Simultaneously with the sale of any lot or parcel in the Improvement District to a Third Party, the Developer shall pay to the City the amount of Special Assessments Paid previously reimbursed by the City to the Developer with respect to that parcel or lot.

Developer also agrees that simultaneously with the sale of any lot or parcel in the Improvement District to a Third Party, the Developer will pay or cause to be paid the

balance of the Special Assessments still outstanding upon such lot or parcel, pursuant to the Act and K.S.A. 10-115.

C. The City reserves the right to have its engineer or other agents or employees inspect all work on the Project, to examine the Developer's and others' records relating to all expenses related to the Special Assessments to be reimbursed, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms of this Agreement.

Section 3.4. Limitation on City's Payment Obligations. The City's obligation to pay Special Assessments under this Agreement is limited to the Special Assessment Cap.

Section 3.5. Previously approved Development Agreement – The City and Developer previously entered into a Standard Development Agreement dated _____, 2012 pertaining to this project.

ARTICLE IV IMPROVEMENT DISTRICT

Section 4.1. Sale Information.

The Developer agrees use all commercially reasonable efforts to sell the lots and parcels in the Improvement District to Third Parties and agrees to provide the City Manager written notice of all sales and pending sales of lots and parcels within the Improvement District during the term of this Agreement and at other times upon the written request of the City Manager or as required by documents authorizing issuance of Obligations.

ARTICLE V PAYMENT OF SPECIAL ASSESSMENTS

Section 5.1. Property Development Loan Fund.

A. Creation of Fund. The City shall establish and maintain a separate fund and account known as the Property Development Loan Fund – TAYLOR NORTH ADDITION.

B. Disbursements from Fund. All disbursements from the City Loan Fund as described above shall be made only to reimburse Special Assessments Paid as provided herein. The City shall have sole control of the disbursements from the City Loan Fund, subject to this Agreement.

Section 5.2. City Administrative Service Fee. The City will charge and Developer agrees to pay an administrative service fee in the amount of 5% of the Special Assessment Cap, which shall be included in the Special Assessments.

ARTICLE VI GENERAL COVENANTS

Section 6.1. Operation of Project. The Project shall be constructed and operated in compliance with all Applicable Laws and Requirements. The Developer shall, at its own expense, 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 Project, including but not limited to, obtaining all necessary licenses and paying any necessary fees to obtain required permits and licenses.

Section 6.2. 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 Improvement District. 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, except for the Special Assessments, which the Developer has consented to under this Agreement. The Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or other owners' property within the Improvement 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 be established or shall remain against the Project, 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 as a result of acts of the Developer, its agents or independent contractors.

Section 6.3. Covenant for Non-Discrimination. The Developer 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, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, 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 the Project. 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 Project or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

Section 6.4. Indemnification of City.

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, resulting from, arising out of or in any way connected with:

1. the Developer’s actions and undertaking in implementation of the Project or this Agreement; and

2. 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 Project; and

3. any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, Ct seq.), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where the Developer owns or has control of real property pursuant to any of the Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement shall survive seven (7) years.

Section 6.5. Insurance.

A. If the Developer is constructing the Project, then during the construction of the Project, the Developer shall maintain or cause to be maintained builder's risk insurance on the Project written on a replacement cost basis, 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 \$5,000,000. 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 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 6.6. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the payment of Special Assessments under this Agreement 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.

**ARTICLE VII
ASSIGNMENT; TRANSFER**

Section 7.1. Transfer of Obligations.

A. There shall be no restriction on the sale, transfer, or leasing of the property within the Improvement District except as specifically set forth in this Agreement. The Developer shall not be required to obtain City consent to sell parcels in the Improvement District to Third Parties.

B. The rights, duties and obligations of the Developer under this Agreement, may not be assigned or transferred, in whole or in part, to another entity, without prior approval of the City Commission by resolution. Any proposed assignees or transferees shall have qualifications and financial ability, as reasonably determined by the City Commission, necessary and adequate to fulfill the obligations of the Developer under this Agreement with respect to the portion of the Improvement District being transferred. Any proposed assignee or transferee 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 under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject, (or, in the event the transfer is of or relates to a portion of the Improvement District, such obligations, conditions and restrictions to the extent they relate to such portion.) The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees to record (at Developer's expense) all assignments or transfers in the office of the Register of Deeds of the County in a timely manner following the execution of such agreements.

C. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no Third Party purchaser of any part of the Improvement District shall be bound by any obligation of the Developer solely by virtue of such purchase; provided, however, that no transferee or owner of property within the Improvement District except the Developer shall be entitled to any rights whatsoever or claim for reimbursement of Special Assessments Paid as set forth herein, except as specifically authorized in writing by the Developer.

D. The foregoing restrictions on assignment, transfer and conveyance of the rights, duties and obligations of the Developer under this Agreement shall not apply to any security interest granted to secure indebtedness to any construction or permanent lender, or any contingent interest granted to a purchaser of property within the Improvement District so long as the grant of contingent interest does not relieve the

Developer of any of its obligations under this Agreement; provided that, any grant of a contingent interest to a purchaser of property shall not grant such interest holder a right to seek reimbursement of Special Assessments paid from the City under this Agreement without the consent of the City as provided in Section 7.1 B herein.

F. Nothing herein shall prohibit the Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning, provided that such new or restructured company is an Affiliate and is approved by the City, which approval shall not be unreasonably withheld.

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.1. 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, including but not limited to Developer’s obligations under Section 4.1 herein, 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), 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), and 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 8.2. 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 pursue any available remedy at law or in equity by suit; action, mandamus or other proceeding to enforce and compel the performance of 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.

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.

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 8.3. 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 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.

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 be those expressly waived.

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 8.4. Excusable Delays. Neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

Section 8.5. 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.

**ARTICLE IX
GENERAL PROVISIONS**

Section 9.1. Development of Project.

A. **Scope.** The Project shall be developed within and subject to Applicable Law and Requirements, and the plat for the Project site. The Project shall be subject to Governmental Approvals from Governmental Authorities having jurisdiction over the Project.

B. **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 Project in due course and in good faith.

C. **Project Schedule.** The Developer will begin and shall promptly and thereafter diligently prosecute to completion the development of the Project according to the Project Schedule. The Project Schedule may be modified by the Developer, with prior written approval by the City, which will not be unreasonably withheld. If construction of the Project has not begun within twelve (12) months of the date this Agreement is approved and executed by the City, either Party shall have the right to terminate its obligations under this Agreement by written notice to the other Party.

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 Improvement 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. 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 Improvement District necessary to secure financing for the construction, acquisition, renovation, improvement, equipping, repair and installation of the 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 9.2. 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 9.3. 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 9.4. 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 9.5. 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 9.6. Agreement Controls. The Parties agree that the Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project; the payment of Reimbursable Project Costs and all other methods of implementing the Project. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.7. Conflicts of Interest.

A. No City Commissioner, city officer or city employee shall, in the capacity of such officer or employee, participate in the making of this Agreement with the Developer if this Agreement affects that person's personal financial interests or the interests of any corporation or partnership in which such person is directly interested.

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 Project during his or her tenure, or who is in a position to participate in a decision making process with respect to the Project has or will have any interest, direct or indirect, of a financial nature in the Project. Developer has not, and will not in the future, contract with any officer, employee or agent of the City who has participated in the making of this Agreement, or with any business employing such person.

Section 9.8. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect for a period commencing the date hereof and ending the date the full amount of Special Assessments reimbursed to the Developer by the City has been repaid to the City under the terms of this Agreement.

Section 9.9. 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 9.10. 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 9.11. 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 9.12. 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 9.13. Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City Manager
City of Garden City, Kansas
301 N. 8th Street
Garden City, Kansas 66846

With a copy to:

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

To the Developer:

Jarrett McGraw
Preferred Cartage Service, Inc.
PO Box 1034
Garden City, Kansas 67846

With a copy to:

Jim Mills
Hope Mills Bolin Collins & Ramsey
607 N 7th Street
Garden City, KS 67846

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 9.14. Kansas Law. This Agreement shall be governed by and contained in accordance with the laws of the State of Kansas.

Section 9.15. 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 9.16. Recording of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, 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 shall be recorded by the Developer at Developer's expense, and proof of recording shall be provided to the City.

Section 9.17. 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]

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF GARDEN, KANSAS

[seal]

By _____
David D, Crase, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

On _____, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared David D, Crase and Celyn N. Hurtado, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument as Mayor and City Clerk, respectively, of the CITY OF GARDEN CITY, KANSAS, a city of the first class therein named, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

Preferred Cartage Service, Inc.

Jarrett McGraw, President

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

On _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Jarrett McGraw, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as President of Preferred Cartage Service, Inc. and acknowledged to me that he executed the same in his authorized capacity, and that by such person's signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF IMPROVEMENT DISTRICT

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

EXHIBIT B

FORM OF CERTIFICATE OF SPECIAL ASSESSMENTS PAID

CERTIFICATE OF SPEICAL ASSESSMENTS PAID

TO: City of Garden City, Kansas
Attention: City Manager

RE: Taylor North Addition Improvement District

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Property Development Agreement dated as of _____, 2012 ("Agreement") between the City and Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed in Schedule 1 is a Special Assessment levied according to the Agreement.
2. These Special Assessments have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed in Schedule 1 has not previously been paid or reimbursed from money derived from the City Loan Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. 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 requested, except to the extent any such lien is being contested in good faith.
5. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
6. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 2012.

Preferred Cartage Service, Inc.

Jarrett McGraw, President

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

CITY OF GARDEN CITY, KANSAS

By: _____

Mayor

Schedule I

Receipt for special assessments and taxes paid issued by County Treasurer

EXHIBIT C
PROJECT DESCRIPTION

An industrial area known as Lots 5 and 6, Block 1, Taylor North Addition, Garden City, Kansas.



Engineering Department

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

Alex L. Mestdagh, P.E.
Assistant City Engineer

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

MEMORANDUM

DATE: June 28, 2012
TO: Governing Body
FROM: Alex Mestdagh
RE: Safe Routes to School Sidewalk Locations

Issue

Staff has prepared construction plans for the proposed Safe Routes to School (SRTS) sidewalk construction, and requests guidance from the Governing Body in the final selection of project locations.

Background

The City was awarded a maximum \$250,000 grant with no local matching requirements through KDOT for this project. The City will be reimbursed up to this amount for all construction costs related to the installation of new sidewalk along school routes.

In the process of preparing the application for this grant, City staff worked with representatives of Unified School District 457 to identify locations near elementary and middle schools without adequate pedestrian facilities. These locations were rated according to the SRTS program's factors: accessibility, traffic conditions, funding, and other community factors. A copy of the City's SRTS Master Plan is attached.

These ratings were used as a guide when selecting the specific locations for sidewalk construction. An attempt was made to spread the locations throughout the community and to target routes along streets with high traffic volumes. A list of the proposed locations is attached.

The locations included in the base project are those that staff has prioritized and anticipates will fit within the grant funding. Depending on construction costs, locations listed as alternates will be added as funding allows. Center Street (Spruce to Kansas) was originally included in the base project, but has been removed from the project altogether at this time.

Alternatives

- Approve the project's current locations and direct staff to submit plan to KDOT for approval.
- Direct staff to add or remove locations and adjust the plans accordingly.

Recommendation

Staff is prepared to submit the plans to KDOT as directed by the Governing Body.

Fiscal

The City will be reimbursed for construction costs up to \$250,000; any funds needed above this amount will be provided by the City.



**Engineering
Department**

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

Alex L. Mestdagh, P.E.
Assistant City Engineer

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Garden City Safe Routes to School Sidewalks

Base Project Locations

<u>Location</u>	<u>Schools Served</u>
Center Street (Pine to Spruce)	Alta Brown Elementary
Spruce Street (Davis to Fleming)	Alta Brown Elementary St. Dominic's School
Harding Avenue (Third to Center)	Jennie Wilson Elementary Horace Good Middle School
Center Street (at Melanie)	Jennie Wilson Elementary
3rd Street (Hamline to Fair)	Horace Good Middle School
3rd Street (Price to Thompson)	Georgia Matthews Elementary
Main Street (Hamline to Mary)	Georgia Matthews Elementary Horace Good Middle School
8th Street (Scout Park to Mary)	Gertrude Walker Elementary
11th Street (Jenny to Moores)	Gertrude Walker Elementary
Olive Street (11th to 8th)	Horace Good Middle School
13th Street (Mulberry to Kansas)	Buffalo Jones Elementary
13th Street (Maple to Saint John)	Buffalo Jones Elementary

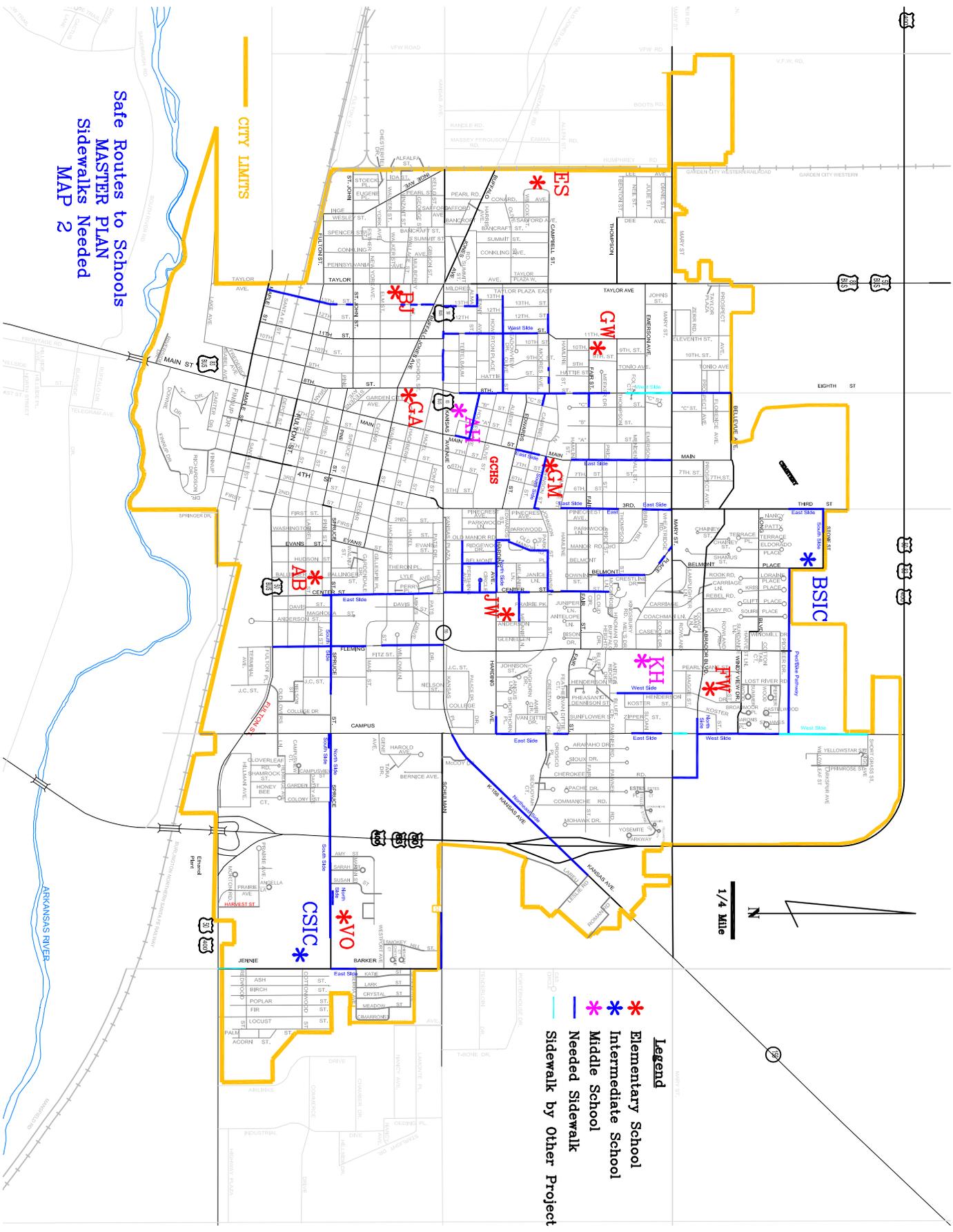
Alternate Locations (if funds allow)

<u>Location</u>	<u>Schools Served</u>
8th Street (Holmes to Willowbrook)	Abe Hubert Elementary
Henderson Drive (Pawnee to Mary)	Kenneth Henderson Middle School
Labrador Boulevard (Koster to Campus)	Florence Wilson Elementary
Jenny Avenue (Taylor Pl. to 12th)	Gertrude Walker

Removed Locations

<u>Location</u>	<u>Schools Served</u>
Center Street (Spruce to Kansas)	Alta Brown Elementary St. Dominic's School

**Safe Routes to Schools
MASTER PLAN
Sidewalks Needed
MAP 2**



- Legend**
- * Elementary School
 - * Intermediate School
 - * Middle School
 - * Needed Sidewalk
 - Sidewalk by Other Project

1/4 Mile



New Business

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 26 June 2012

RE: GARDEN CITY REGIONAL AIRPORT INDUSTRIAL PARK

ISSUE

The City and the Finney County Economic Development Corporation have marketed a proposed industrial park development at Garden City Regional Airport for quite some time. The Governing Body is asked to approve the proposed land side industrial park, including lease rates, at Garden City Regional Airport.

BACKGROUND

At the Pre-meeting on June 19th, staff presented the proposed industrial park development to the Governing Body, as shown on the accompanying material. Proposed lease rates and a potential rail siding connecting to the BNSF main line via the existing right-of-way owned by the City were also discussed. The proposed industrial area encompasses 237 acres adjacent to US-50/400, with access from all three of the airport's highway entrances.

The area is zoned "AO", Airport Operations, and "AI", Airport Industrial. The industrial park is proposed with three different lease rates.

- 1) The extreme north end of Area 1 is proposed for commercial use, rather than industrial, at a lease rate of \$2,000.00 per acre per year.
- 2) The balance of Area 1 and all of Area 2 are industrial use at the rate of \$500.00 per acre per year. This area may be for a few large tenants or may be split into 5 acre tracts for tenants with smaller land needs.
- 3) With the potential rail siding serving Areas 3 and 4, the proposed lease rate is \$1,000.00 per acre per year. This area could be one or two large tenants or multiple smaller tenants needing rail access. The rail siding would cost about \$3,000,000.00 and BNSF has indicated that they may install the switch at no cost depending upon the type(s) of rail traffic served. The siding is shown on the third and fourth pages of the attachment.

City sewer, water and electric will be provided at the industrial park. Areas 2 and 3 are in the best position for immediate development from a utility standpoint, as minimal extensions are needed, this is shown on the second page of the attachment. The northern and southern areas require major utility expenditures, but until specific user needs are known, it is not prudent to incur costs at this time.



Engineering Department

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

Alex L. Mestdagh, P.E.
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**Engineering
Department**

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

Alex L. Mestdagh, P.E.
Assistant City Engineer

The irrigation well to the south of the primary runway is also available for municipal use, but a transmission line must be constructed to get the water into the distribution system.

At the June 19th pre-meeting, there was some discussion about expansion of the industrial park to the west of the airfield. This is certainly a possibility, and could be served with rail, but the cost to extend roads and utilities to the west side is cost prohibitive at this time.

ALTERNATIVES

- 1) The Governing Body may approve the Industrial Park as presented.
- 2) The Governing Body may make modifications as deemed necessary and approve the Industrial Park as modified.
- 3) The Governing Body may defer action until a later date.

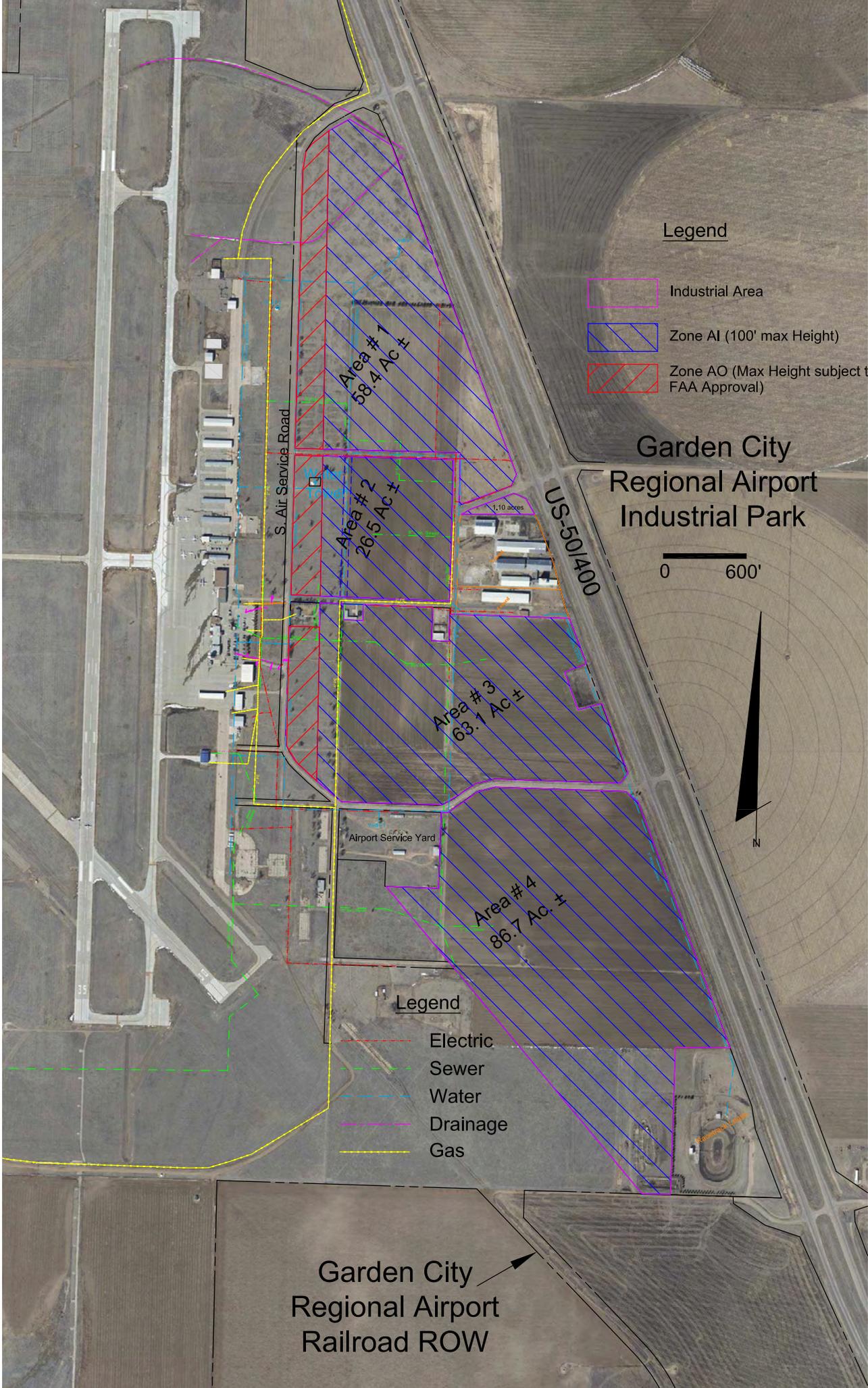
RECOMMENDATION

Staff recommends Alternative 1 or 2.

FISCAL

Exact costs to the City are not readily estimated, as the needs of specific tenants and their respective site plans will greatly impact costs. The proposed lease rates will generate considerably more revenue for the Airport, over the current average of \$75.00 per acre per year for the crop and pasture leases.

A handwritten signature in black ink that reads "Steve Cottrell". The signature is written in a cursive, flowing style.



Legend

- Industrial Area
- Zone AI (100' max Height)
- Zone AO (Max Height subject to FAA Approval)

**Garden City
Regional Airport
Industrial Park**

0 600'



Legend

- Electric
- Sewer
- Water
- Drainage
- Gas

Garden City
Regional Airport
Railroad ROW

S. Air Service Road

US-50/400

Area # 7
58.4 AC ±

Area # 2
26.5 AC ±

Area # 3
63.1 AC ±

Area # 4
86.7 AC ±

Airport Service Yard

1.10 acres

35



Garden City Regional Airport Industrial Park

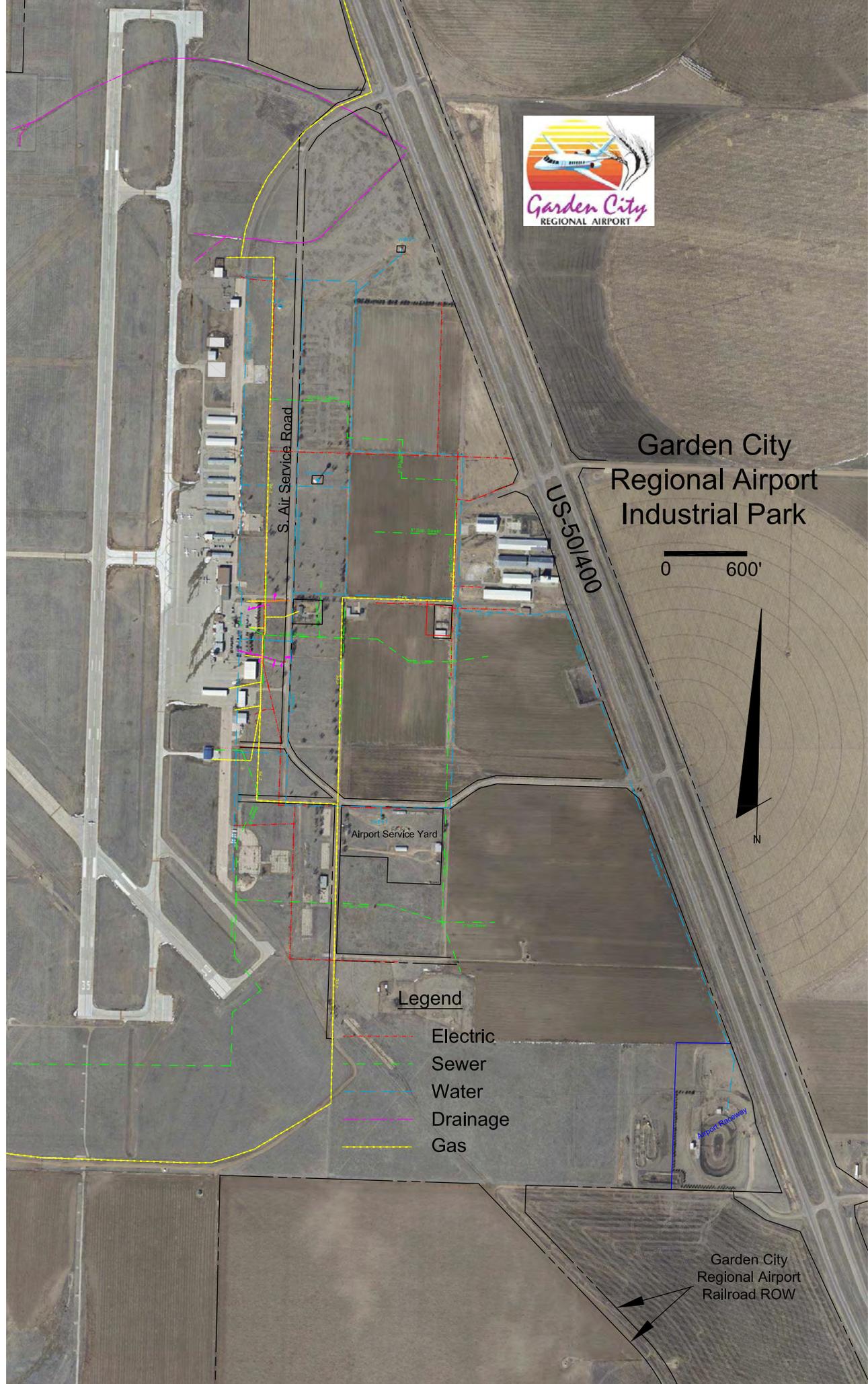
0 600'



Legend

- Electric
- Sewer
- Water
- Drainage
- Gas

Garden City Regional Airport Railroad ROW



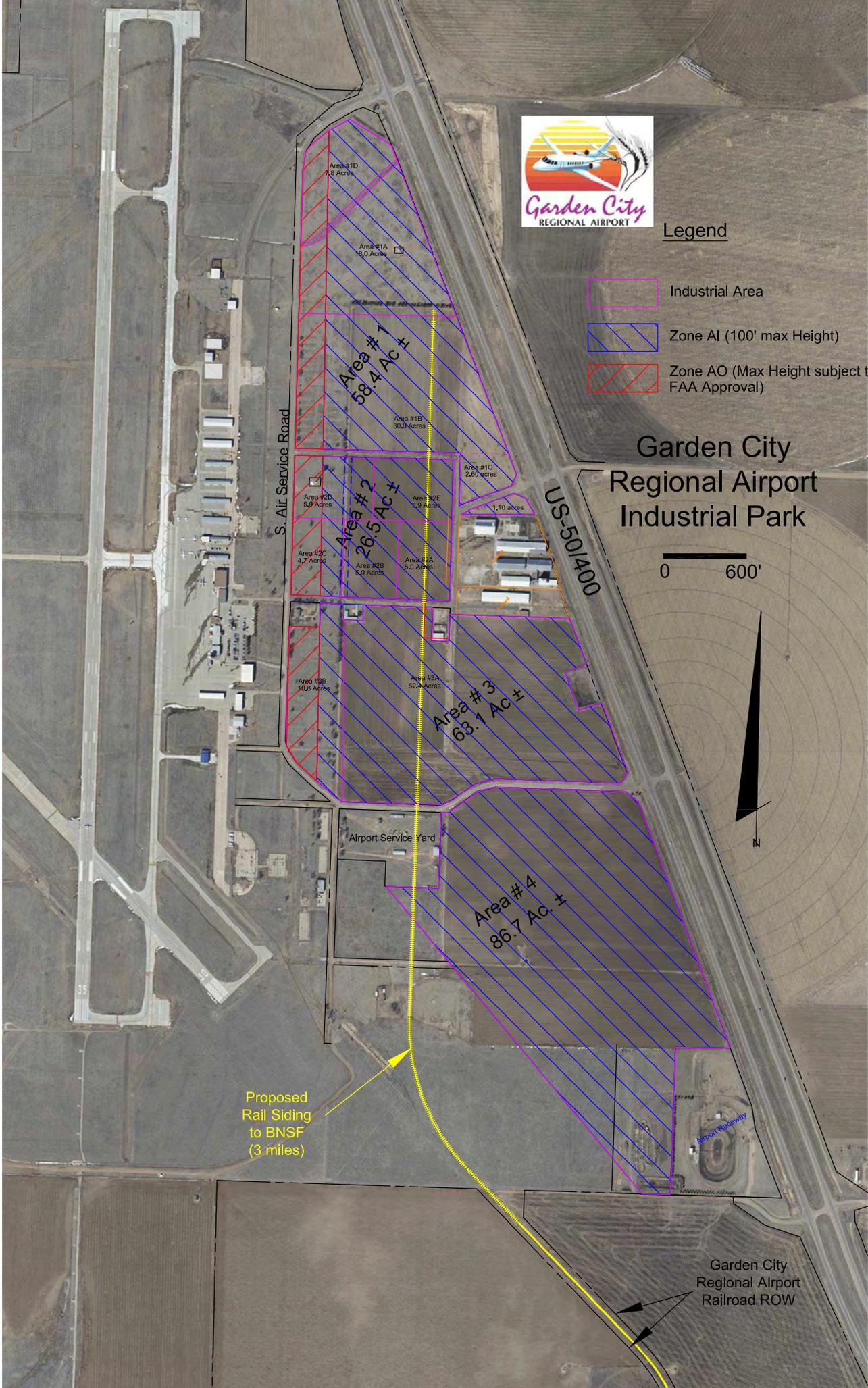


Legend

- Industrial Area
- Zone AI (100' max Height)
- Zone AO (Max Height subject to FAA Approval)

Garden City Regional Airport Industrial Park

0 600'



Proposed Rail Siding to BNSF (3 miles)

Garden City Regional Airport Railroad ROW

Garden City Regional Airport
Industrial Park
Lease Rates

Area #	Annual lease per acre	Available Access	Acceptable use	Zoning
1D	\$ 2,000	Highway	Commercial	AI#
1	\$ 500	Highway	Industrial	AI#
2	\$ 500	Highway	Industrial	AI#
3	\$ 1,000	Highway & Rail	Industrial	AI#
4	\$ 1,000	Highway & Rail	Industrial	AI
AI# some of area may have building height restrictions				

5/16/12

ARTICLE 32

“AO” AIRPORT OPERATIONS DISTRICT

SECTIONS:

32.010	Purpose And Intent
32.020	Permitted Uses
32.030	Conditional Uses
32.040	Height Regulations

32.010 PURPOSE AND INTENT. This is a restricted district for land located on-airport and is established to protect airport operations from any encroachments or land use conflicts.

32.020 PERMITTED USES.

- (A) Runways and taxiways
- (B) Navigational aids
- (C) Federal Aviation Administration (FAA) approved operational aids.

32.030 CONDITIONAL USES. None

32.040 HEIGHT REGULATIONS. No structures or buildings may be constructed in this zone other than those specifically required or permitted by FAA for operational purposes.

ARTICLE 33

“AI” AIRPORT INDUSTRIAL DISTRICT

SECTIONS:

33.010	Purpose And Intent
33.020	Permitted Uses
33.030	Conditional Uses
33.040	Lot Coverage
33.050	Yard Requirements
33.060	Height Regulations
33.070	Parking Requirements
33.080	Sign Regulations
33.090	Supplemental Development Regulations

33.010 PURPOSE AND INTENT. This district is created to chronicle for on-airport land uses, which are not involved in direct flight operations but are related to airport support activities.

33.020 PERMITTED USES.

- (A) General Agriculture, excluding feedlots Terminal operations, to include related ticketing and office uses, baggage handling, and restaurants.
- (B) Fixed base operations, including charter, agricultural spraying, and flying school operations.
- (C) Hangars, maintenance and storage.
- (D) Retail businesses and offices where all activity is inside a building and which emit no electrical or radio interference.
- (E) Light to medium manufacturing operations where the entire operation is conducted within a building and providing no raw materials or manufactured products are stored outside unless contained within a six (6) feet wall or fence and further providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, radio interference, odor, or smoke as defined herein. (ord.#2380, 08/30/07)

33.030 CONDITIONAL USES. None

33.040 LOT COVERAGE. There shall be no requirements except as may be dictated by off-street parking and setback requirements.

33.050 YARD REQUIREMENTS.

(A) Front Yard:

- (1) Each lot in the "AI" District shall have a front yard of not less than thirty (30) feet.

(B) Side Yard:

- (1) No side yard shall be required.

(C) Rear Yard:

- (1) No rear yard shall be required.

33.060 HEIGHT REGULATIONS. Maximum height for structures shall be one hundred (100) feet.

33.070 PARKING REQUIREMENTS. See Article 24 of the Garden City Zoning Regulations.

33.080 SIGN REGULATIONS. See Section 23.100 of the Garden City Zoning Regulations.

33.090 SUPPLEMENTAL DEVELOPMENT REGULATIONS. See Article 22 of the Garden City Zoning Regulations.

ARTICLE 34

“AA” AIRPORT INFLUENCE AREA AGRICULTURE DISTRICT

SECTIONS:

34.010	Purpose And Intent
34.020	Permitted Uses
34.030	Conditional Uses
34.040	Lot Size Requirements
34.050	Yard Requirements
34.060	Height Regulations
34.070	Parking Requirements
34.080	Sign Regulations
34.090	Supplemental Development Standards

34.010 PURPOSE AND INTENT. This district is established to provide for agricultural land uses of off-airport property which is located in the Garden City Municipal Airport Influence Area.

34.020 PERMITTED USES.

- (A) Agricultural uses including farm dwellings and accessory buildings, but excluding commercial feedlots.
- (B) Public utilities
- (C) Public parks and recreation areas
- (D) Cemeteries
- (E) Riding Stables
- (F) Churches
- (G) Quarries

34.030 CONDITIONAL USES. The following uses may be permitted, provided that structure heights comply with FAR Part 77 and after approval by the Board of Zoning Appeals:

- (A) Commercial feedlots
- (B) State approved solid waste disposal sites

34.040 LOT SIZE REQUIREMENTS.

(A) Minimum Lot Area:

(1) Farming Activities: None

(2) Other Permitted Uses: Forty thousand (40,000) square feet

34.050 YARD REQUIREMENTS.

(A) Front Yard:

(1) Each lot in the “AA” District shall have a front yard of sixty (60) feet from the centerline of road easements.

(B) Side Yard:

(1) A side yard of ten (10) feet shall be required for all uses except farm related buildings.

(C) Rear Yard:

(1) A rear yard of thirty (30) feet shall be required for all uses except farm related buildings.

34.060 HEIGHT REGULATIONS. Maximum height for structures shall be one hundred (100) feet.

34.070 PARKING REQUIREMENTS.

(A) Farming Activities: None

(B) All other uses shall conform to Article 24 of the Garden City Zoning Regulations.

34.080 SIGN REGULATIONS. Signs shall be permitted as provided by Section 23.070 of the Garden City Zoning Regulations.

34.090 SUPPLEMENTAL DEVELOPMENT STANDARDS. See Article 22 of the Garden City Zoning Regulations.

ARTICLE 35

“FS” FLIGHT SAFETY ZONE DISTRICT

SECTIONS:

33.010	Purpose And Intent
33.020	Permitted Uses
33.030	Conditional Uses
35.040	Lot Size Requirements
35.050	Yard Requirements
35.060	Height Regulations
35.070	Parking Requirements
35.080	Sign Regulations
35.090	Supplemental Development Standards

35.010 PURPOSE AND INTENT, This district has been established to provide specific protection in areas designated by FAA regulations as Runway Protection Zones, Runway Approach Zones, and Extended Approach Zones.

35.020 PERMITTED USES.

- (A) Agricultural uses including farm dwellings and accessory buildings, but excluding commercial feedlots
- (B) Public parks and recreation areas
- (C) Cemeteries
- (D) Riding Stables
- (E) Quarries

35.030 CONDITIONAL USES. The following uses may be permitted provided that structure heights comply with FAR Part 77 and after approval of the Board of Zoning Appeals:

- (A) Commercial Feedlots
- (B) Public Utilities
- (C) Churches

35.040 LOT SIZE REQUIREMENTS.

- (A) Minimum Lot Area:

(1) Farming Activities: None

(2) Other Permitted Uses: Forty thousand (40,000) square feet

35.030 YARD REQUIREMENTS.

(A) Front Yard:

(1) Each lot in the “AA” District shall have a front yard of sixty (60) feet from the centerline of road easements.

(B) Side Yard:

(1) A side yard of ten (10) feet shall be required for all uses except farm related buildings.

(C) Rear Yard:

(1) A rear yard of thirty (30) feet shall be required for all uses except farm related buildings.

35.060 HEIGHT REGULATIONS. Maximum height for structures shall be fifty (50) feet.

35.070 PARKING REQUIREMENTS

(A) Farming Activities: None

(B) All other uses shall conform to Article 24 of the Garden City Zoning Regulations.

35.080 SIGN REGULATIONS. Signs shall be permitted as provided by Section 23.070 of the Garden City Zoning Regulations.

35.090 SUPPLEMENTAL-DEVELOPMENT STANDARDS. See Article 22 of the Garden City Zoning Regulations.



Buffalo Dunes

Memo

To: Matt Allen, City Manager & Governing Body of Garden City, Ks
From: Caleb Woods, President of the Golf Advisory Board
CC: Cole Wasinger, Toby Whitthuhn
Date: 6/27/2012
Re: Proposal for Rate Changes for Buffalo Dunes Daily Fees

Dear Governing Body-

The Golf Advisory Board is proposing the attached rates be approved for a July 1st implementation date. We feel that these adjustments are very affordable and will only enhance our membership. Thanks in advance for your consideration.

Thanks

Caleb Woods

President

Golf Advisory Board

Buffalo Dunes Daily Golf Rates

Rates	Weekday	Weekend/Holiday
18-hole Green Fee	\$20.00 to \$25.00	\$25.00 to \$30.00
9-hole Green Fee	\$12.00 to \$15.00	\$15.00 to \$20
Youth (21 & Under)	\$7.00 stay same	\$7.00 stay same
Golf Cart Rental		
9 Holes	\$12.00 + Tax to \$16 inclusive	
18 Holes	\$22.00 + Tax to \$26 inclusive	
Private Golf Cart Trail Fee		
9 Holes	\$5.50 stay same	
18 Holes	\$9.00 stay same	
Annual	\$450.00 stay same	
Senior Annual	\$375.00 stay same	
Driving Range		
Small Bucket (App. 35 balls)	\$2.50 Tax Included	
Large Bucket (App. 55 balls)	\$5.00 Tax Included	
Range Ticket (10 Large Buckets)	\$40.00	
Yearly Range Pass	\$160.00 Yearly	
Driving Range Hours		
Monday	1:00 PM Until Dark	
Tuesday, Thursday, Friday, Saturday	8:00 AM Until Dark	
Wednesday & Sunday	8:00 AM Until 6:00 PM	

Consent Agenda

MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: June 27, 2012
SUBJECT: Purchase Request for Asphalt Maintenance Equipment

ISSUE

Staff is requesting Governing Body consideration and approval of the following equipment purchases:

- 1) One (1) Self-Propelled Seal Coating Machine
- 2) One (1) Bulk Storage Tank

BACKGROUND

Bids were originally opened Tuesday, April 10, for the asphalt walking trails maintenance project (a process similar to the street preventative maintenance program.) The single low bid of \$68,985 was submitted by B&H Paving. However, the bid was an increase of 162 percent on the cost of the project compared to a similar project in 2005. The bid was rejected by the Governing Body.

City staff provided the Governing Body an alternative solution that would allow City crews the ability to perform this type of work in-house. The alternative would require the purchase of a self-propelled seal coating machine and a bulk storage tank. No additional staff would be required.

Staff's recommendation was to use the funds budgeted for the asphalt walking trails maintenance project along with any savings from the street sealing program to purchase the equipment in 2012. At the April 17 City Commission Meeting, the Governing Body directed staff to develop and receive bids on the required equipment using the 2012 Trail Project Funds.

Bids were opened for the self-propelled seal coating machine and bulk storage tank Tuesday, June 26, 2012 at 10:00 a.m. The following are the low bids:

1) Self-Propelled Seal Coating Machine	SealMaster	\$41,112.80
2) Bulk Storage Tank	Seal-Tite Pavement	<u>\$17,500.00</u>
	TOTAL	\$58,612.80

Also included for the Governing Body's review are the Bid Tabulation Sheets¹.

¹ Bid Tabulation for Seal Coating Machine and Bulk Storage Tank

ALTERNATIVES

- 1) Alternative One – Approve the low bids for the purchase of a SealMaster self-propelled machine from SealMaster Denver for \$41,112.80 and the bulk storage tank from Seal-Tite Pavement Products for \$17,500 allowing staff to purchase the needed equipment to provide for in-house sealing of walking trails, parking lots, golf course, zoo and cemetery pavements.
- 2) Alternative Two – Deny the low bids.

RECOMMENDATION

Staff recommends Governing Body consideration and approval for the purchase of the SealMaster Self-Propelled Machine from SealMaster Denver for \$41,112.80 and the bulk storage tank from Seal-Tite Pavement Products for \$17,500.

FISCAL NOTE

If bids are approved, the equipment will be purchased using funds as follows:

Special Recreation & Parks	Fund cite #030-000-6100.17	\$11,600.00
Parks General	Fund cite #001-135-5370.05	\$ 7,500.00
Special Trafficway	Fund cite #032-211-5530.07	\$43,000.00

**CITY OF GARDEN CITY
SELF-PROPELLED SEALCOAT MACHINE**

BID TABULATION SHEET

Date & Time: Tuesday, 26 June 2012 10:00 a.m.
 Equipment: One (1) Self-Propelled SealCoating Machine
 Location: City Hall

DEPT. BUDGET

STREET \$0.00

BIDDERS	GROSS LIST PRICE	LESS GOVT DISCOUNT	FREIGHT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
SealMaster Denver Chad Saylor (303) 394-2220	\$44,410.00	(\$5,329.20)	\$2,032.00	\$41,112.80	8 Weeks	
N.I. Wilson Mfg Norm Wilson (209) 367-7024	No Bid					
Seal-Tite Pavement Products Rodney Ashworth (660) 885-5310	No Bid					

**CITY OF GARDEN CITY
STORAGE TANK**

BID TABULATION SHEET

Date & Time: Tuesday, 26 June 2012 10:00 a.m.

Equipment: One (1) Storage Tank

Location: City Hall

STORAGE TANK

BIDDERS	GROSS LIST PRICE	LESS GOVT DISCOUNT	FREIGHT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
SealMaster Denver Chad Saylor (303) 394-2220	\$22,730.00	(\$2,727.60)	\$3,700.00	\$23,702.40	8 Weeks	
Seal-Tite Pavement Products Rodney Ashworth (660) 885-5310	\$21,500.00			\$21,500.00	12 Weeks	
N.I. Wilson Mfg Norm Wilson (209) 367-7024	No Bid					

STORAGE TANK - ALTERNATIVE

BIDDERS	GROSS LIST PRICE	LESS GOVT DISCOUNT	FREIGHT	TOTAL CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
Seal-Tite Pavement Products Rodney Ashworth (660) 885-5310	\$17,500.00	\$0.00	\$0.00	\$17,500.00	4 Weeks	
N.I. Wilson Mfg Norm Wilson (209) 367-7024	No Bid					
SealMaster Denver Chad Saylor (303) 394-2220	No Bid					



312 Fynn Drive • Garden City, KS 67846-0499

Phone (620) 276-1250
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www.leerichardsonzoo.org

KATHY SEXSON
Director
kathy.sexson@gardencityks.us

KRISTI NEWLAND
Deputy Director/
General Curator
Kristi.newland@gardencityks.us

HIRAM THOMAN
Maintenance Foreman
hiram.thoman@gardencityks.us

The mission of the zoo is to instill appreciation and encourage stewardship of the Earth's natural treasures through the exhibition, conservation and interpretation of wildlife.

The LRZ is accredited by the Association of Zoos and Aquariums and is dedicated to recreation, conservation, education, and scientific studies.

Visit the AZA website at www.aza.org



MEMORANDUM

TO: Governing Body

FROM: Kathy Sexson, Director, Lee Richardson Zoo
Brian Nelson, Executive Director, FOLRZ

DATE: 27 June 2012

RE: Cat Canyon Bids

ISSUE

Bids were opened June 21, 2012 for the Cat Canyon project at Lee Richardson Zoo. This exhibit will replace the 32 year old facility that currently holds and displays jaguars, bobcats and puma.

BACKGROUND

Funds for this exhibit have been raised by the Friends of Lee Richardson Zoo, and the City has agreed to be the contracting agency for the project, with reimbursement of expenditures coming from FOLRZ. Three bids were received and the low bid is under the engineers/architects estimate.

Engineers/Architects Estimate	\$900,000.00
Harbin Construction	\$896,800.00
Lee Construction	\$944,000.00
Dick Construction	\$1,021,278.00

ALTERNATIVES

- 1) The Governing Body may accept the low bid and award a contract.
- 2) The Governing Body may reject the bids and defer action until a later date.

RECOMMENDATION

FOLRZ and Zoo Staff recommend awarding the contract to Harbin Construction, Salina, in the amount of \$896,800.00 and authorizing the Mayor and City Clerk to execute the contract when the documents are returned by the contractor.

FISCAL

Funding for this project is from donations given to the Friends of Lee Richardson Zoo with assistance on utility connections from City utility departments.

Lee Richardson Zoo Cat Canyon		
BIDDER	TOTAL	COMMENT
ENGINEER'S ESTIMATE	\$ 900,000.00	
Harbin Construction Salina, KS	\$ 896,800.00	LOW
Lee Construction Garden City	\$ 944,000.00	
Dick Construction Garden City	\$ 1,021,278.00	

TRANSFER OF OWNERSHIP AGREEMENT

THIS TRANSFER OF OWNERSHIP AGREEMENT (Agreement), made and entered into this _____ day of June, 2012 by and between the CITY OF GARDEN CITY, KANSAS/
GARDEN CITY POLICE DEPARTMENT, (City/GCPD), and FREDDIE STRAWDER (Strawder).

WITNESSETH:

WHEREAS, the City/GCPD is the owner of Rico (Rico), a trained police dog; and

WHEREAS, Rico is to be retired due to physical and medical reasons; and

WHEREAS, Strawder was the handler of Rico, during Rico's service with the City/GCPD; and

WHEREAS, the City/GCPD desires to transfer ownership of Rico to Strawder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows

1. City/GCPD transfers all right, title, and interest in Rico to Strawder, pursuant to GCPD Regulation 241-03 (H).
2. Strawder agrees to accept ownership of Rico. Strawder further agrees to assume all financial responsibility for the care and maintenance of Rico.
3. Strawder agrees to assume all liability for any claim which might arise as a result of any injury or damage caused by Rico to any person or property following transfer of ownership of Rico from City/GCPD to Strawder. Strawder agrees to indemnify the City/GCPD for any and all claims arising out of the acts or conduct of Rico from and after date of transfer and ownership.
4. Strawder acknowledges that he is fully and completely aware of Rico's physical condition, and accepts Rico in his current condition, as is.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____
DAVID D. CRASE, Mayor

ATTEST:

CELYN HURTADO, City Clerk

FREDDIE STRAWDER

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



Memo

To: Planning Commission
From: Kaleb Kentner
CC: File
Date: 6/27/2012
Re: GC2012-030 Western Land Addition Lot Split

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

Issue: Linda Katz has proposed a lot split of Lot 2 Block 1 of the Western Land Addition to Garden City, KS.

Background: The property in question is also known as 1712 E. Fulton Plaza. The proposed lot split would divide the current lot into two lots of approximately .494 (lot 2A) and .746 (lot 2B) acres.

The lot split requires a recommendation by the Planning Commission because of the dedicating of a fifteen (15) foot utility easement in lot 2B.

Lot 2B will have access to public right-of-way via a panhandle on the northeast corner of the lot.

Alternatives:

1. The Planning Commission may recommend approval of the lot split.
2. The Planning Commission may recommend against approval of the lot split.

Recommendation: Staff recommends approval of the lot split.

Planning Commission: RECOMMENDS APPROVAL (21/Jun/2012)

Present- 8

Yea- 8

Nay- 0

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



Memo

To: Planning Commission
From: Kaleb Kentner
CC: File
Date: June 13, 2012
Re: GC2012-036: Plat, Cornerstone Church Addition

Background: At the request of Cornerstone Church of Garden City, the Planning Commission is asked to review and consider the Plat for the property located at approximately 2901 N. 8th Street, Garden City, KS. The property is located outside of the city limit and the applicant is in the process of voluntary annexation.

With this plat, the properties located at 2901, 3095 and 3099 N. 8th Street are intended to be combined. Furthermore, the applicant is dedicating 15' sanitary sewer easements within the new property, a 15' Public Utility Easement and a 30' Street ROW easement along 8th Street.

Recommendation: Staff recommends approval.

Planning Commission: RECOMMENDS APPROVAL (21/Jun/2012)

Present- 8

Yea- 8

Nay- 0

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Memo

To: Planning Commission
From: Kaleb Kentner
CC: File
Date: June 13, 2012
Re: GC2012-035: Re-Plat, Preferred Cartage Services

Background: At the request of Preferred Cartage Services, the Planning Commission is asked to review and consider the re-plat for the property located at approximately 1903 N. Taylor Ave, Garden City, KS. The applicant has requested to re-plat Taylor North Addition, recorded on October 5, 2011.

This re-plat shows the property to combine Lots 3 & 4 to become new Lot 3, and Lots 5 & 6 to become new Lot 4. Lot 6 was previously dedicated to the City of Garden City, and it is proposed to be vacated by the city engineer. Also with this plat, the applicant is dedicating a street ROW, to be named Joe McGraw Street to the City of Garden City.

Recommendation: Staff recommends approval.

Planning Commission: RECOMMENDS APPROVAL (21/Jun/2012)

Present- 8

Yea- 8

Nay- 0

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Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
APRIL 12, 2012**

5:30PM

MEETING CALLED TO ORDER

MEMBERS PRESENT

Charlie Robinson, Ken Fry, Bill Jones, Marlo Miller and Mike Scheiman

MEMBERS ABSENT

Ed Fischer and Gerald Edwards

STAFF PRESENT

Rachelle Powell, Derek Barr and Kayla Spence

ITEM 1

PUBLIC COMMENT

No Comment

ITEM 2

APPROVAL OF MARCH 8, 2012 MINUTES

Charlie Robinson moved to approve the March 8, 2012 Airport Advisory Board minutes. Mike Scheiman seconded the motion. The motion passed unanimously.

ITEM 3

LEASE REVIEW

Bill Jones commented that from the information given on the house's size that he feels as though the current \$550 rent is sufficient. Mike Schieman stated that he is fine with the \$50 increase in his monthly rent. Marlo Miller moved to recommend increasing the rental amount on the airport house property to \$600 a month. Charlie Robinson seconded the motion. The motion was passed unanimously.

ITEM 4

DIRECTOR'S REPORT

AIP Projects

Marlo Miller inquired as to whether the contractor will be able to complete the fencing project within the time allotted. Bill Jones added to Marlo Miller's question, asking who will get the bill if it's not finished in time, the contractor or the subcontractor. Rachelle Powell replied that the prime contractor can be assessed liquidated damages, which is \$500 per day past the contract date.

CIP Projects

Charlie Robinson asked what the current parking lot consisted of now, concrete or asphalt. Rachelle stated that it is half asphalt and half concrete. Bill Jones wondered as to how the asphalt is currently holding up and if it would be a good base for

concrete. Bill Jones also inquired about how thick the concrete overlay would be. Rachelle Powell indicated that it is projected to be 6 inches.

Air Service

Marlo Miller asked what the flight prices were looking like and if they would be coming down in the future. Since flight prices fluctuate on a daily basis, it would be impossible to determine what they will be in the future. Ken Fry wondered whether it would be possible to get information on the passenger's itinerary. Rachelle Powell stated that she believed American can provide that information and that she would get back with the board. Mike Scheiman wondered what type of individual is using the new flight services the most. Rachelle Powell believes that it is businesses that have business or connections through Dallas/Fort Worth. Charlie Robinson inquired as to if the airline will provide a self-check-in. Currently the airline does have a self-check-in machine in place. It is currently located next to the airline check-in desk in the lobby.

ITEM 5 MONTHLY REPORTS

While reviewing the FBO Quarterly Report, Rachelle Powell included a verbal update on the progress of the FBO obtaining an aircraft for rental purposes.

ITEM 6 BOARD MEMBERS COMMENTS

- A. Ed Fischer– Absent
- B. Gerald Edwards – Absent
- C. Charlie Robinson – Would like to congratulate the airport on the inauguration of the American Eagle flight and the turnout that it produced.
- D. Ken Fry – No Comment
- E. Marlo Miller – Would like to commend staff for their dedication in getting American Eagle flights in Garden City. Also, congratulations on the inaugural.
- F. William (Bill) Jones – It's great that the college is in the process of forming a ground school program.
- G. Mike Scheiman – As time progresses, the new ground handling crew seems to be improving on their job skills.

ITEM 7 ADJOURNMENT

Marlo Miller made a motion to adjourn. Charlie Robinson seconded the motion. The motion was passed unanimously.

ITEM 8 AIRPORT FACILITY TOUR

The airport tour has been postponed until the May AAB meeting due to the inclement weather.



**City of Garden City
Cultural Relations Board Meeting
May 10, 2012**

Present: Chairperson Debra Bolton, Frederick Elad, Liz Sabandith, Wendy Palmer and Abdulkadir Mohamed

Excused: Danny Andrade, Mary Rogers and Verna Weber

Staff: Michelle Stegman

Guests: Valarie Smith, Oscar River and family members
Brandon and Christie Rojas

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

I. Call the Meeting to Order

Chairperson Debra Bolton began the meeting at 5:19 pm.

II. Approval of Minutes

Chairperson Debra Bolton asked for a motion to approve the April 2012 minutes. Wendy Palmer motioned first with a second from Liz Sabandith. Minutes were approved.

III. New Business

A. Viewing of High Plains Passport Podcast's

Valarie Smith presented the five podcasts she produced on El Salvador with an emphasis on art and culture. She indicated that these are now airing on High Plains Passport. Michelle suggested that the board select one podcast that would be presented at the May 15th City Commission meeting by Valarie. The CRB selected the fifth podcast. She gave each board member a CD.

IV. Old Business

A. Driver's License Update

This item is still tabled as Verna and Michelle are still working on the research and translation to Somali with recent federal and state law changes.

B. Oromo BBQ and Picnic May 12th

Michelle reminded everyone that the Oromo picnic is was still scheduled for May 12th at Shelter #1 in Finnup Park.

C. Mathew Sanderson, Assistant Professor of Sociology - KSU

Debra reported that he would be back on May 22nd to begin his research.

D. Mortgage Presentation to Coalition of Ethnic Minority Leaders

Michelle indicated that the three mortgage lenders she visited with were not available to conduct a presentation on the Kansas Housing Resources Corporation First Home Buyers Program at the next Coalition meeting. Michelle has contacted Jonathan Galia to convey this update.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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CITY COMMISSION

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Mayor

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E. 2012 Diversity Breakfast

Mohamed and Frederick reported that they will be meeting with Farah to discuss who will speak at the Diversity Breakfast. Details to follow.

F. Finney County Community Resources Guide

Debra asked if the CRB could sponsor the guide. Michelle said she would have to visit with City Staff.

V. Financial Report

There was no financial report to review.

VI. Adjournment

Chairperson Debra Bolton adjourned the meeting at 6:20 pm.



**Finney County
Economic Development Corporation**

**Board Meeting
Wednesday, June 27, 2012 7:30 a.m.
Finney County Commissioners' Chambers**

AGENDA

1. Call meeting to order
2. Consent Agenda
 - a. Agenda: June 27, 2012
 - b. Minutes: May 23, 2012
 - c. Financials: May 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. Archive File Management
 - b. Kansas Department of Agriculture Lease Opportunity
6. Old Business
 - a. Budget Review/Approval
7. Executive Session
8. Future Meeting Dates
 - a. FCEDC Board Meeting: July 25, 2012
 - b. FCEDC Board Meeting: August 22, 2012
 - c. FCEDC Board Meeting: September 26, 2012

Finney County Economic Development Corporation
Balance Sheet
As of May 31, 2012

	<u>May 31, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
ASB Checking Acct	10,442.05
ASB Money Market Acct	137,047.13
Petty Cash	50.00
Total Checking/Savings	<u>147,539.18</u>
Total Current Assets	147,539.18
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>150,859.84</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	1,123.00
Social Security Company	606.86
Social Security Employee	411.10
Medicare Company	141.93
Medicare Employee	141.93
Kansas Withholding	418.00
Kansas Unemployment Tax	-247.07
Federal Unemployment	10.45
Payroll Liabilities - Other	<u>425.52</u>
Total Payroll Liabilities	<u>3,031.72</u>
Total Other Current Liabilities	<u>3,031.72</u>
Total Current Liabilities	<u>2,999.72</u>
Total Liabilities	2,999.72
Equity	
Retained Earnings	156,895.72
Net Income	<u>-9,035.60</u>
Total Equity	<u>147,860.12</u>
TOTAL LIABILITIES & EQUITY	<u>150,859.84</u>



The regular meeting of the Board of the Finney County Economic Development Corporation was held at The City of Garden City Commissioner Chambers on May 23, 2012 at 7:30 a.m. with the following Board Members present: Tom Walker (TW), Ray Purdy (RP), Ron Schwartz (RS), Bob Kreutzer (BK) and Bob Temple (BT). Staff: Lona Duvall (LD), Allison Medina (AM) and Sandra Garcia (SG). Public: Martin Nusser, Beverly Schmitz Glass, David Crase, 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. BK requested to amend the agenda to include Incentives in New Business and Election of Secretary/Treasurer in Old Business. Motion presented to approve the amended agenda, minutes, and financial documents made by BK and the motion was seconded by RP. 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.

TW introduced Sandra Garcia as the new Office Manager for FCEDC.

PUBLIC COMMENTS: No Public Comment.

PRESIDENT/BUSINESS RETENTION UPDATE: Given by LD

Prospects:

Prospect 06-11-B: LD met with prospect in February along with the Department of Commerce. The prospect was interested in building to suit, but may have located an existing facility that may work. There has been some progress on the facility that will be discussed further in executive session.

Prospect 09-11-D.: No new activity.

Prospect 11-11-1: The City of Holcomb will be holding a Community Meeting to gain the public perspective on the project.

Prospect 12-11-2: Prospect has a location that they are currently negotiating on lease rates with the City of Garden City. The property is owned by the City and the prospect is looking to break ground in the next couple of weeks.

Prospect 1-12-1: No update.

Prospect 1-12-2: Prospect identified another available site. Next Tuesday the price will be available on the site location. Prospect is currently waiting on two manufacturers contracts. Everything must be in place by October or prospect will not meet the window and will hold off the decision until next year.

Prospect 1-12-3: Prospect would like to be up and running within the next week.

Prospect 1-12-4: More information and updates will be given in executive session due to concern with property information.

Prospect 1-12-5: LD followed up with prospect this week and two sites have been located. Industry related activities have happened that are very good for the area regarding this specific prospect.

Prospect 3-12-2: An opportunity has been presented instead of building a new facility. More information will be discussed in executive session.

Prospect 3-12-3: Prospect will be arriving later today regarding the temporary site due to the unavailability of a permanent site at this time. Prospect would like to be operational in a month.

Holcomb Retail: The City of Holcomb is interested in the public feedback and will be holding a Community Meeting to gain the public perspective on the project. The Site Developer has touched base with a Retail Developer and would like to make progress in June or July.

Prospect 3-12: The site will need a second entrance onto the property and has already been approved by KDOT. A plan must be worked out to layout the second entrance.

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: Finney County, wKREDA, & KEDA, involvement in development of program to recruit and train veterans to fill agricultural and agricultural related positions in western Kansas, pursuing formation of relationship with an out-of-state economic development organization to create dual-state retention programs and federal legislative leverage, etc.

MAY MEETINGS: YEK Regional Business Plan Competition, SW Kansas Roundtable, FCEDC Quarterly Update to GCCC, E-communities Advisory Committee Meeting, FCEDC Quarterly Update to City Commission, “Manufacturing to Support Intermodal Transportation” forum, County Commission, City Commission, DTV Third Thursday.

NEW PROJECTS: MooYah, Corporate Mobile Housing, Famous Footwear (open in June), Remodeling of Lang Diesel (new location at Clark Motor Sports Building), El Zarape (new location at the Red Baron), Freddy’s Frozen Custard, and a permit filed for a hotel located at 156/Jennie Barker.

NEW BUSINESS:

Budget Review/Approval: TW thanked staff for all the hard work that has been done on the budget and informed the Board Members that changes have been made to the 2012 budget line item amounts to reflect necessary changes. The Budget Committee has met several times regarding the 2013 budget. TW asked BK to present the information reviewed by the Budget Committee.

BK stated that income has stayed steady while expenses have been increasing which lowers the reserve funds for the organization. Primary Funds at this time do not take into consideration salary amounts and it has been brought to the Committee’s attention that some of those expenses should be considered primary expenses or it should be expressed to our partners that primary funds/expenses do not have salaries reflected.

Several other line items have been adjusted, such as salary due to not have been fully staffed until recently. Rent was not paid in the years that it was budgeted for which accounted for less in certain years and more in others. In creating a more consistent budget the reserves will be down to \$50,852.95 by year end 2013.

BK made a motion to approve the 2012 amended budget. RS seconded the motion. All in favor and motion carried.

BK made a motion to approve the 2013 budget. CM seconded the motion. All in favor and motion carried.

BK stated that as the reserve funds have been going down that FCEDC has three alternatives to present to partners.

1. To keep the current structure and request more funds in the future.
2. A public sales tax increase to generate additional funds.
3. To have funding based on activities and profits generated from projects/prospects.

TW stated that this is a good discussion topic at this time that was reviewed at the Budget Committee Meeting. Current projects have been assessed to realize the amount of revenue that has been generated as a possible future means to fund the organization.

RS asked if the discussion on creating a public/private organization can still be set up. BK stated that the current bylaws allow for this type of funding to be set up. BT stated that he believes that the private funding would be a good idea to discuss. BK stated that he was concerned about the amount of pull that would be given to private partners and how that would limit the organization. BT stated that with guidelines in place and proper planning the system can be closely monitored. TW stated that this is a discussion that will take place with FCEDC partners before any decisions are made.

Incentives: BK stated that the City of Garden City has recently done a TIF program for the retail project and there was also an incentive package done with TEX-OK-KAN. BK asked if there is a book or manual that outlines the certain incentives that are available and how we ensure compliance with the guidelines of reach incentive program.

LD stated that there are two job incentive programs at this time. The City of Garden City manages one and FCEDC manages the second. For each case a formal agreement is created that lines out the conditions and is prepared by the City. At this time the partners have the funding pool to create the programs and therefore will make the agreement. FCEDC does not have control over those funds and cannot create an individual incentives plan.

BK requested that in the future we create a catalog of incentives and FCEDC controls the funds to manage the projects.

LD stated that is how the City of Garden City wants it to be but we need to look at that in the future when we have other areas lined up first. TW stated that if we can develop some guidelines that, regardless of who holds the funds, are available for review. Our partners would like this area streamlined and this is a good discussion in order to create a more streamlined system.

CM stated that we do have a list of benefits/incentives that are available through our partners that may need to be updated. TW stated that this is a good discussion to have with our partners before making any decisions.

OLD BUSINESS:

Public-Private Organization Bylaw Changes: The Board Bylaws have been reviewed by the attorney and changes have been made to ensure compliance. TW recommended that the Board Bylaws be approved. BK made a motion to approve the Board Bylaws as amended on May 23, 2012. BT seconded the motion. All in favor and motion carried.

Election of Secretary/Treasurer: TW stated that according to Article 4 Section 1 of the approved Board Bylaws that FCEDC must have a Secretary/Treasurer. RS nominated BK for the Secretary/Treasurer. CM seconded the motion. No other nominations were made. RP made a motion to elect BK as the Secretary/Treasurer for FCEDC. BT seconded the motion. All in favor and motion carried.

UPCOMING MEETINGS:

SW KS Economic Outlook Conference: April 13, 2012

April 25, 2012

May 23, 2012

Adjournment: TW announced that TEX-OK-KAN has invited the FCEDC Board Members to their office to view operations and other pertinent information immediately following the next regularly scheduled FCEDC Board Meeting. 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 8:30 a.m. No action will be taken in executive session.

2:40 PM

06/21/12

Finney County Economic Development Corporation
Reconciliation Summary
ASB Checking Acct, Period Ending 05/31/2012

	<u>May 31, 12</u>
Beginning Balance	4,450.69
Cleared Transactions	
Checks and Payments - 29 items	-19,108.70
Deposits and Credits - 5 items	26,001.46
Total Cleared Transactions	<u>6,892.76</u>
Cleared Balance	<u>11,343.45</u>
Uncleared Transactions	
Checks and Payments - 5 items	-901.40
Total Uncleared Transactions	<u>-901.40</u>
Register Balance as of 05/31/2012	<u>10,442.05</u>
Ending Balance	<u>10,442.05</u>

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06/21/12

Finney County Economic Development Corporation
Reconciliation Summary
ASB Money Market Acct, Period Ending 05/31/2012

	<u>May 31, 12</u>
Beginning Balance	163,018.73
Cleared Transactions	
Checks and Payments - 2 items	-26,000.00
Deposits and Credits - 1 item	28.40
	<u> </u>
Total Cleared Transactions	-25,971.60
	<u> </u>
Cleared Balance	137,047.13
Register Balance as of 05/31/2012	137,047.13
Ending Balance	137,047.13