

AGENDA
CITY COMMISSION MEETING
Tuesday, February 5, 2013
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review and discuss the Grow Well Clinic’s first year. 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. None at this writing.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Communications Specialist Freburg has provided the Governing Body the 2013 Citizen’s Academy brochure and application.
 - B. City Engineer Cottrell will provide the Governing Body an update on US-50/400 detour.
 - C. The City has received the December franchise payment from AT&T in the amount of \$6,215.44 and the 4th quarter franchise payment from Black Hills in the amount of \$95,887.66.
 - D. Staff has provided several items of information for Governing Body review including the following: from Finance Director Hitz the monthly financial report and yearly tax report, from Zoo Director Sexson the monthly report and from Assistant City Engineer Mestdagh the monthly construction update.
 - E. Meetings of note:
 - ✓ February 3, 2013 – Retirement reception for Mary Regan at Finney County Historical Society from 2:00 p.m. – 4:00 p.m.
 - ✓ February 5, 2013 – Downtown Master Plan meeting at City Administrative Center at 6:00 p.m.
 - ✓ February 5–7, 2013 – Underground-Overhead Metering School at the Finney County Fairground Exhibition buildings.
 - ✓ February 10, 2013 – 2013 TET Celebration at Finney County 4-H Building at 1:00 p.m.
 - ✓ February 12, 2013 – City Commission Candidate Orientation – City Administrative Center, 5:30 – 7:00 p.m.

- ✓ February 16, 2013 – Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.
- ✓ February 20, 2013 – Chamber Breakfast at the Golf Club at Southwind at 7:30 a.m. – presentation by American Airlines.
- ✓ February 28, 2013 – Governing Body Retreat at Finnup Center at 8:30 a.m.
- ✓ March 7, 2013 – Citizens’ Academy – at City Administrative Center at 6:00 p.m.
- ✓ March 14, 2013 – Western Kansas Congressional Reception in Washington, D.C.
- ✓ March 14, 2013 – Citizens’ Academy – at Municipal Courtroom at 6:00 p.m.
- ✓ March 16, 2013 - Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.
- ✓ March 28, 2013 – Citizens’ Academy – at Garden City Regional Airport at 6:00 p.m.
- ✓ April 4, 2013 – Citizens’ Academy – at City Administrative Center at 6:00 p.m.
- ✓ April 20, 2013 - Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2333-2013A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. The City Commission voted on January 2, 2013 to pursue a power supply agreement with the Kansas Municipal Energy Agency (KMEA) for wholesale power for the City of Garden City. Staff was directed to continue negotiations with KMEA in obtaining such a supply. KMEA and the City staff have drafted a Resolution and a Preliminary Power Purchase Agreement as the first step in developing a long term power supply agreement effective December 31, 2013.

- 1. Resolution No. _____-2013, a resolution of the City of Garden City, Kansas, authorizing the execution of a Preliminary Power Purchase agreement, dated as of February 5, 2013, between the City of Garden City, Kansas and the Kansas Municipal Energy Agency relating to the purchase of electricity by the City from the Kansas Municipal Energy Agency for sale or use by the City; and making certain covenants and agreements to provide for the payment and security thereof and authorizing certain other documents and actions in connection therewith.

B. The wholesale power supply rate increase(s) received from the Wheatland Electric Cooperative, require electrical rate adjustments of approximately 10% for all rate classes within Garden City.

- 1. Ordinance No. _____ - 2013, an ordinance establishing and amending rates for electric service in the City of Garden City, Kansas; amending current Code Sections 90-302, 90-303, 90-304, 90-305 and 90-306; repealing current Code Sections 90-302, 90-303, 90-304, 90-305 and 90-306; all to the Code of Ordinances of the City of Garden City, Kansas.
- 2. Ordinance No. _____-2013, an ordinance establishing fees for utility services; amending current Code Sections 90-84 and 90-88; repealing current Code Sections 90-84 and 90-88; all to the Code of Ordinances of the City of Garden City, Kansas.

C. Director of Public Utilities Muirhead requests Governing Body consideration and approval of annexation of the Wastewater Treatment Plant and an adjacent City owned parcel. This is a non-contiguous annexation of property owned by the City.

1. Ordinance No. _____ - 2013, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A 12-520(2).

D. The Kansas Department of Transportation is soliciting Transportation Enhancement project requests for FY 2013, subject to congressional reauthorization of the program. The Governing Body previously authorized two applications, East US-50/400 landscaping and a Kansas Avenue ped/bike path. Drafts of the Kansas Avenue applications are attached. A Resolution authorizing the applications is required.

1. Resolution No. _____-2013, a resolution declaring the eligibility of the City of Garden City, Kansas to submit applications to the Kansas Department of Transportation for use of Transportation Enhancement Funds set forth by the Federal Transportation Equity Act for the 21st Century for projects in Garden City and authorizing the City Engineer to sign the applications.

E. Bernard Chappel, Glen Woods Trust and RBC-LLC request annexation of a 25.36 acre tract in the Southwest corner of Mary Street and Jenny Barker Road for Chappel Heights First Addition. As this is a non-contiguous annexation, authorization from the County Commission to proceed has been obtained.

1. Ordinance No. _____ -2013, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(c).

F. Ordinance No. _____-2013, an ordinance of the Governing Body of the City of Garden City, Kansas, establishing a Rural Housing Incentive District within the city and adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith (GC Residential Builders, LLC Project).

X. OLD BUSINESS.

- A. Staff has prepared a Memorandum of Understanding, for Governing Body consideration and approval with Mark Pamplin for the State Theater.
- B. An update from the Planning and Community Development Department on revising and amending the City of Garden City Zoning Regulations, regarding allowing Residential Units on the First Floor within "C-3" Central Business District.
- C. CSS Properties, LLC, is requesting dedication of 12 parking stalls in the Public Parking lot at 8th & Pine for their proposal for conversion of the American Legion building into apartments.

XI. NEW BUSINESS.

- A. Governing Body consideration and approval of the annual report prepared by Great Plains Development, Inc. on behalf of the City's economic development revolving loan program. The status of each loan is included for Governing Body review and consideration.
- B. Governing Body consideration and approval of the distribution of 2013 AFAC funds recommended by the members of the Alcohol Fund Advisory Committee.

- C. Governing Body consideration and approval of the distribution of 2013 Community Grant funds recommended by the members of the Alcohol Fund Advisory Committee.
- D. Governing Body consideration and approval of the distribution of 2013 Arts Grant funds recommended by the members of the Arts Grant Selection Committee.
- E. Advisory Board Recommendations:
 - 1. Police/Citizen's Advisory Board—1 appointment
 - 2. Landmarks Commission – 3 appointments
- F. **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 the proposed Pole Attachment agreement between the City of Garden City, Kansas and Cox Communications and authorization for the Mayor and City Clerk to execute the contract attached hereto.
 - 2. Governing Body consideration and approval of bids received on January 18, 2013 for the purchase of metal clad switchgear for substation #10 and authorization for the Mayor and City Clerk to execute the agreement.
 - 3. Governing Body consideration and acceptance of bids received February 1, 2013 for Sitework at Substation No. 10 and authorization for the Mayor and City Clerk to execute the contracts.
 - 4. Governing Body consideration and approval for the purchase of (4) 2013 Ford Police Interceptors from Burtis Motors.
 - 5. Governing Body consideration and approval of the service through Stroh Cleaners for cleaning and alterations for Police uniforms.
 - 6. Quit Claim Deed from Joel Cole transferring Space 5, Lot 38, Zone H of Valley View Cemetery to the City of Garden City.
 - 7. Quit Claim Deed from Heir of Lester O. &/or Rita C. Heinemann transferring Spaces 3 and 4, Lot 232, Zone A of Sunset Memorial Gardens to St. James Lutheran Church.
 - 8. Quit Claim Deed from Marilyn Kaye Lightner transferring Spaces 5, 6, 7, and 8, Lot 53, Zone H of Valley View Cemetery to Donna Mastin.
 - 9. Quit Claim Deed from Johnny L. &/or Anita M. Dunlap transferring Space 1, Lot 33, Zone: J of Valley View Cemetery to the City of Garden City.
 - 10. Permission for Randy &/or Lori Becker to reserve Space 5, Lot 77, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

11. Permission for Wanda Smith to reserve Space 7, Lot 128, Zone K of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

12. Permission for Robert D. Marez to reserve Space 2, Lot 69, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of 1 year.

13. Licenses:

(2013 New)

- a) J&K Project Management Class A General
- b) N8's Construction Class C General
- c) McPherson Concrete Storage Systems, Inc. Class E-SOC Specialized Other

(2013 Renewal)

- d) Janet Doll Goldsmith Precious Metal Dealer's
- e) Mariscos Puerto Nuevo Cereal Malt Beverage
- f) Hillcrest Development, Inc. Class A General
- g) Bockelman Construction, LLC Class B General
- h) DV Construction Class B General
- i) Grimsley's Painting & Remodeling Class B General
- j) Nemechek Construction Class B General
- k) Pyramid Plumbing Class B General
- l) Western Kansas Baptist Association Class B General
- m) The House Doctor Class C General
- n) Caro's Electric, LLC Class D-E Electrical
- o) Black Hills/ Kansas Gas Utility Company Class D-E Electrical
- p) A&J Sheet Metal Class D-M Mechanical
- q) Comfort Specialists Heating & Cooling, Inc. Class D-M Mechanical
- r) Black Hills/Kansas Gas Utility Company Class D-M Mechanical
- s) Arntt Plumbing Class D-P Plumbing w/ Gas
- t) Black Hills/Kansas Gas Utility Company Class D-P Plumbing w/ Gas
- u) BT Plumbing Class D-P Plumbing w/ Gas
- v) Platinum Plumbing, LLC Class D-P Plumbing w/ Gas
- w) Pyramid Plumbing Class D-P Plumbing w/ Gas
- x) Wray Roofing, Inc. Class D-R Roofing
- y) BT Plumbing Class E-BF Backflow Device Tester
- z) Pyramid Plumbing Class E-BF Backflow Device Tester
- aa) Anderson Concrete Class E-SOC Specialized Other
- bb) Cliff's Lawn Sprinkler Service Class E-SOC Specialized Other
- cc) Dirks Earthmoving Company Class E-SOC Specialized Other
- dd) E&L Lawn Care Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Commissioner Law

B. Commissioner Cessna

C. Commissioner Dale

D. Mayor Crase

E. Commissioner Fankhauser

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

January 15, 2013

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, January 15, 2013 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

City Clerk Celyn Hurtado administered the oath of office to newly appointed Commissioner Melvin Dale. Commissioner Dale took his seat at the bench.

Mayor Crase allowed for a short break period to allow family members and the public to congratulate Commissioner Dale.

Commissioner Cessna moved to approve the request from Ms. Polly Witt, Health Coordinator for USD 457, to authorize the Mayor to proclaim the week of January 27, 2013 through February 2, 2013 as Health Awareness Week. Mayor Crase seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The request also included an invitation for the Mayor to read the proclamation at an all school assembly at Abe Hubert Elementary on Monday, January 28, 2013 at 8:20 a.m.

Commissioner Law moved to approve to allow City Clerk Celyn Hurtado approval to destroy specific records from 2007 pertaining to the following; accounts receivable, accounts payable, utility billing registers, utility accounting records, receipts, insurance policies, and cancelled checks as provided for by the Kansas State Historical Society Department of Archives, and Section 2-742 of the Code of Ordinances of the City of Garden City. The request also includes authorization to destroy the following Municipal Court records: 2007 & older traffic infraction closed traffic infraction cases non misdemeanor, Municipal Court Bail Bonds canceled checks and audited bank statements, Daily Revenue Reports, correspondence file, invoices, duplicate purchase orders, cash bond and warrant pick up sheets, and returned arrest warrants (traffic infractions only) from the Garden City Police Department that have expired in the year 2012. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Crase and City Manager Allen recognized the Airport as the recipient of the annual 2012 Department Safety Award, the Fire Department as the recipient of the annual Most Improved Safety Record award and Kristi Newland as the recipient of the Individual Safety award. The Safety Committee reviewed the number of accidents/workers' compensation claims per department (both preventable and non-preventable) from 2012 compared to 2011.

Governing Body set the Goal Setting Retreat to begin at approximately 8:30 a.m. on February 28, 2013 at the Finnup Center.

The City received correspondence from Cox Communication regarding a channel line-up change.

City Manager Allen gave an update on the Southwest Chief meeting from Thursday, January 10th.

Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly airport report, from City Clerk Hurtado the 2013 Commission dates, from Assistant City Engineer Mestdagh the

construction update, from Community Development Director Kentner the building report and monthly Code Enforcement report, from Police Chief Hawkins the monthly activity report, and from Public Works Director Curran the Finney County transit report, CIP schedule, and City Link ridership.

Meetings of note:

- ✓ January 12, 2013 – Town Hall meeting hosted by Finney County Economic Development Corporation & Garden City Community College with Representatives John Doll and Russ Jennings and Senator Powell at 9:00 a.m. in Endowment Room.
- ✓ January 16, 2013 – Garden City Area Chamber of Commerce – monthly breakfast at the Golf Club at Southwind at 7:30 a.m. City of Garden City is the sponsor.
- ✓ January 16, 2013 - Finney County Economic Development Corporation Annual Meeting & Economic Outlook at 10:00 a.m. at the GCCC Endowment Room.
- ✓ January 28, 2013 – Southwest Kansas Chambers Night Out in Topeka at the Capitol Plaza Hotel from 5:30 - 7:30 p.m.
- ✓ January 29, 2013 – Town Hall meeting at 7:00 p.m. at the City Administrative Center.
- ✓ February 16, 2013 – Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.
- ✓ March 16, 2013 - Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.
- ✓ April 20, 2013 - Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.

Appropriation Ordinance No. 2332-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,407,907.21,” was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2332-2013A. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2578-2013, “AN ORDINANCE ESTABLISHING A COMPREHENSIVE SET OF CODES AND STANDARDS TO THE CODE OF ORDINANCES FOR THE CITY OF GARDEN CITY, KANSAS, FOR BUILDING REGULATIONS; INCORPORATING BY REFERENCE TO THE CODE OF ORDINANCES THE INTERNATIONAL BUILDING CODE 2009 EDITION, INTERNATIONAL RESIDENTIAL CODE 2009 EDITION, INTERNATIONAL EXISTING BUILDING CODE 2009 EDITION, ICC PERFORMANCE CODE FOR BUILDINGS AND FACILITIES 2009 EDITION, ICC ELECTRICAL CODE-ADMINISTRATIVE PROVISIONS 2009 EDITION, INTERNATIONAL PLUMBING CODE 2009 EDITION, INTERNATIONAL MECHANICAL CODE 2009 EDITION, INTERNATIONAL FUEL GAS CODE 2009 EDITION, AND THE UNIFORM HOUSING CODE 1997 EDITION WITH CERTAIN OMISSIONS, ADDITIONS OR CHANGES; ESTABLISHING NEW ARTICLES AND SECTIONS TO THE CODE OF ORDINANCES AS FOLLOWS: ARTICLE 1, BUILDINGS AND BUILDING REGULATIONS-GENERAL SECTIONS 18-1 THROUGH 18-12, ARTICLE II, BUILDING CODE SECTIONS 18-20 THROUGH 18-32; REPEALING EXISTING CODE OF ORDINANCES CHAPTER 18 IN ITS ENTIRETY; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2578-2013. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2516 -2013, “A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF GARDEN CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS RURAL HOUSING INCENTIVE DISTRICTS WITHIN THE CITY,” (Chappel Heights Addition & Heritage Place 2nd Addition), was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2516-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Crase excused himself from the bench.

Resolution No. 2517-2013, “A RESOLUTION IN SUPPORT OF THE WINDSOR HOTEL HISTORIC REHABILITATION PROJECT,” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2517-2013. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Abstained	Yea	Yea	Yea

Mayor Crase returned to his place at the bench.

Ordinance No. 2579 -2013, “AN ORDINANCE REZONING LAND FROM “A” AGRICULTURAL DISTRICT TO “R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” (approximately 2900 Campus Drive), was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2579-2013. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2518- 2013, “A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING,” (Maggie’s Addition Project), was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2518-2013. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2519-2013, “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,” (401 N. 5th Street – black Dodge pickup and dark blue Ford Mustang), was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2519-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2520-2013, “A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT FOR FIRE TRUCK EQUIPMENT,” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2520-2013. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The City Commission discussed placing before the voters a measure to reauthorize the existing ½ cent sales tax for property tax stabilization and transportation improvements and the date for placing the issue on a ballot. Governing Body directed staff to continue with the same existing rate of ½ cent sales tax for property tax stabilization and transportation improvements with a sunset at 10 years at the upcoming April election.

Commissioner Law moved to approve the City of Garden City, Kansas to enter into an interlocal agreement with Southwest Kansas Local Environmental Planning Group (LEPG). Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to appoint Mr. Simon Muturi to fill an unexpired term left vacant on the Cultural Relations Board beginning February 2013 and ending December 2014. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Cruse	Dale	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. Governing Body consideration and acceptance of bids received on December 21, 2012 for 2012 Tree and Stump Removal project and authorization for the Mayor and City Clerk to execute the contracts.
2. Governing Body consideration and acceptance of bids received on January 8, 2013 for a solid waste frontload collection truck and authorization for the Mayor and City Clerk to execute the contracts.
3. Governing Body consideration and acceptance of bids received for 3 – command vehicles and a fire truck and authorization for the Mayor and City Clerk to execute the lease agreements.

4. Licenses:

(2013 New)

- a) Sunny Construction, LLC.....Class A General

(2013 Renewal)

- b) Confederated Builders, Inc.Class A General
- c) McConnell Excavating, LTDClass A General
- d) Mid-America Millwright Services, Inc.Class A General
- e) Aqua Shield Roofing & ConstructionClass B General
- f) Berry RoofingClass B General
- g) Cook Construction.....Class B General
- h) Creative InteriorsClass B General

- i) Garden City Roofing & Insulation, Inc.Class B General
- j) Ink Construction, LLC.....Class B General
- k) J&J Drywall & ConstructionClass B General
- l) Joe Amos Construction, Inc.....Class B General
- m) Johnson Septic Tank Service, LLCClass B General
- n) McGaughey Construction.....Class B General
- o) McMillan Plumbing, Electrical & Mechanical.....Class B General
- p) Mitch’s Trim & CabinetryClass B General
- q) Outlaw EnterprisesClass B General
- r) Rod Ferking ConstructionClass B General
- s) Square Deal, LLC.....Class B General
- t) TJ’s Construction.....Class B General
- u) TNT Construction.....Class B General
- v) Waltz ConstructionClass B General
- w) White’s Roofing, LLC.....Class B General
- x) 3 G Electric, Inc..... Class D-E Electrical
- y) Dan’s Electric Service Class D-E Electrical
- z) Electrical Solutions..... Class D-E Electrical
- aa) Davis Electric, Inc. Class D-E Electrical
- bb) Encore Electric, Inc. Class D-E Electrical
- cc) JOCO Wireworks Electrical Service Class D-E Electrical
- dd) McMillan Plumbing, Electrical & Mechanical..... Class D-E Electrical
- ee) Partin Electric Class D-E Electrical
- ff) Roger W. Unruh Class D-E Electrical
- gg) Scheeter Electric Class D-E Electrical
- hh) Stegman Brother’s Electric, Inc..... Class D-E Electrical
- ii) Wallace Electric, LLC Class D-E Electrical
- jj) Wildcat Electric, LLC..... Class D-E Electrical
- kk) Kruse CorporationClass D-M Mechanical
- ll) McMillan Plumbing, Electrical & Mechanical.....Class D-M Mechanical
- mm) Tatro Plumbing Co., Inc.Class D-M Mechanical
- nn) Williams’s Heating & Air ConditioningClass D-M Mechanical
- oo) Heinz Plumbing Class D-P Mechanical
- pp) James Bunney Plumbing Service Class D-P Mechanical
- qq) Joe Mesa Plumbing Service..... Class D-P Mechanical
- rr) Johnson Septic Tank Service, LLC Class D-P Mechanical
- ss) McMillian Plumbing, Electrical & Mechanical..... Class D-P Mechanical
- tt) Tatro Plumbing Co., Inc. Class D-P Mechanical
- uu) Tatro Plumbing Co., Inc.Class E-BF Backflow Device Tester
- vv) National Fire Suppression Class E-F Fire Sprinkler & Protection
- ww) Javier Olguin Class E-L Landlord
- xx) J&R Construction Class E-SOC Specialized Other
- yy) Scheopner’s Water Conditioning, LLC Class E-WC Water Conditioning

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

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Mayor Crase moved that the City Commission go into executive session pursuant to K.S.A. 75-4319 (b)(6) for 15 minutes for the purpose of preliminary discussion relating to the acquisition of real property and that the City Commission reconvene into open session in the City Commission Chambers at 3:05 p.m.. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Crase	Dale	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

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

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

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Fankhauser stated that he had recently asked Director of Aviation Powell how the American Airlines change impacted Dodge City and Liberal. Commissioner Fankhauser stated Dodge City had increased enplanements of 43%, Liberal had an increase of 10% and Garden City had an increase of 53% for the year 2012 compared to 2011. Commissioner Fankhauser stated there were only 12 single family dwellings permits issued in 2012, which is very low. Commissioner Fankhauser congratulated the Airport and Fire Departments and Kristi Newland on their safety awards.

Commissioner Law congratulated the Safety Board recipients and the Safety Committee for their efforts in keeping employees safe. Commissioner Law stated he would like to see a process adopted for future appointment to the Governing Body to fill a vacant seat on the City Commission. Commissioner Law announced he will run for re-election to the City Commission.

Commissioner Cessna congratulated the Airport, Fire Department and all staff for their safety awards and more importantly, their safe work habits while working in possibly dangerous situations. Commissioner Cessna congratulated and welcomed Commissioner Melvin Dale on his appointment to the Governing Body. Commissioner Cessna congratulated the Airport on the number of enplanements for Garden City.

Commissioner Dale applauded the Fire Department and Airport for their safety awards and stated it is a very important program to have within the City. Commissioner Dale thanked the Commissioners for their vote of confidence in him, City Manager Allen for bringing him up to speed on recent topics and City Clerk Hurtado for emails and up-to-date information this last week.

Mayor Crase thanked all staff for their hard work. Mayor Crase stated he will be leaving the Commission this April and 2013 that looks to be another prosperous year. Mayor Crase said he knows and hopes that the newly elected Commissioners will carry on.

Petitions

Report of the City Manager

Citizens' Academy

Classes will begin in March 2013. For more information, please contact Communications Specialist Ashley Freburg at 620-276-1160 or Ashley.freburg@gardencityks.us



City Administration Building 301 N. 8th

Applications are available online at www.garden-city.org



LEARN MORE ABOUT YOUR LOCAL GOVERNMENT

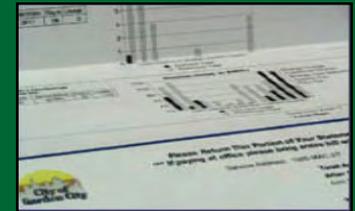
ATTEND THE 2013 CITIZENS' ACADEMY

City of Garden City
301 N. 8th
PO Box 998
Garden City, KS 67846
Phone: 620.276.1160
Fax: 620.276.1169
E-mail: cityinfo@garden-city.org

Citizens' Academy 2013

Learn about the structure of City Government and the services available to you:

Finance and Budget



City Utilities

Emergency Services



Transportation



And More!

Citizens' Academy Sessions

- **March 7- The Suits:** program to be located in the Large Meeting Room at the City Administration Center. Program presented by City Manager, Finance, Clerks Office, Human Resources and CIP.
- **March 14- Lights and Sirens:** program to be located in the Municipal Courtroom. Programs presented by Police Department and Municipal Court. The Fire Department will present at Fire Station 1.
- **March 28- Planes, Trains and Automobiles:** program to be located at the ARFF Station at the Garden City Regional Airport. Program presented by Airport, ARFF, City Link, and Street Department.
- **April 4- City Tech:** program to be held in the Large Meeting Room at the City Administration Center. Program presented by Cemetery, GIS, IT, Engineering and Planning and Community Development.
- **April 11- Fun and Games:** program to be held at the Garden City Recreation Center. Presentations by Buffalo Dunes Municipal Golf Course, Parks Department and Recreation Department.
- **April 18- Hook Ups:** program at the Electric Service Center. Programs presented by Electric, Water, Waste Water, Public Works, Recycling and Solid Waste departments.
- **April 25- Where the Wild Things Are:** program at Zoo.
- **May 7- Closing Ceremony:** program to be held in the Large Meeting Room at the City Administration Center.



City Departments

Airport
Cemetery
City Manager
City Prosecutor
Electric
Engineering
Fire
GIS
Golf
Human Resources
Information Technology
Municipal Court
Parks
Planning and Community Development
Police
Public Utilities
Public Works
Recreation
Service & Finance
Zoo

Are you thinking about running for City Commission, or serving on a citizen advisory board?

Have you ever questioned why the City does things the way we do?

If so, the Citizens' Academy is the right program for you!

The Citizens' Academy is an eight-week program designed to inform and teach interested residents about the various aspects of their local government. It provides an interactive way to learn about the workings of the Garden City Government and gives participants insight into how the various City departments operate.

Sessions are led by representatives from City departments and, oftentimes present a hands-on approach to learning about specific services provided by the City. A graduation reception and ceremony are held at the conclusion of the Citizens' Academy.



CITY OF GARDEN CITY
CITIZENS' ACADEMY ~ CLASS OF 2013
APPLICATION

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

Name Last First M

Address Street City State Zip

Home Phone Work Phone Cell Phone

E-Mail Fax

Employer Occupation

Do you have access to the internet? Yes No

Please indicate your preferred form of communication:

Please describe your interest in participating in the Citizens' Academy and what you expect to learn from the program:

Multiple horizontal lines for text input.

In order to make the Citizens' Academy a worthwhile experience, if you have specific areas of interest, please list:

Multiple horizontal lines for text input.

MATTHEW C. ALLEN
City Manager
MELINDA A. HITZ, CPA
Finance Director
RANDALL D. GRISELL
City Counselor

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



CITY COMMISSION

DAVID D. CRASE,

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Citizens' Academy requires a commitment to attend and actively participate in eight weekly sessions, each lasting approximately 2 hours. The schedule for the Class of 2013 is:

March 7, 2013, 6 to 8 p.m.
March 14, 2013, 6 to 8 p.m.
March 28, 2013, 6 to 8 p.m.
April 4, 2013, 6 to 8 p.m.

April 11, 2013, 6 to 8 p.m.
April 18, 2013 6 to 8 p.m.
April 25, 2013 4 to 6 p.m.
May 7, 2013, 1p.m.

The minimum class size is 10 participants, with a 24 participant maximum.

In submitting this application, you are committing to attend all sessions, if selected. Selected class participants will be notified by February 28, 2013.

Signature

Date

Contact Ashley Freburg, Communication Specialist, at 620-276-1166
or by e-mail at ashley.freburg@gardencityks.us with questions.

Please return application to Ashley Freburg by February 25, 2013.

KS

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: December 1, 2012 to December 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: 01/15/2013

Total Fee Due:	\$6,215.44
Adjustments:	\$0.00
Uncollectibles:	\$0.00
Admin Fees:	\$0.00

Remit To:

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

Net Fee Amount to be Remitted: **\$6,215.44**

Tax Payer:



Steven Shashack, Assistant Vice President - Tax

1/14/2013

Date

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

Tax Preparer:



Jade Wade, Manager

1/14/2013

Date

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



BLACK HILLS/KANSAS GAS UTILITY CO., LLC
FRANCHISE TAXES
December-12

GARDEN CITY

Attn: Melinda Hitz
CITY OF GARDEN CITY
PO Box 998
GARDEN CITY KS 67846

DUE DATE: GARDEN CITY

TAX CALCULATION:

TOTAL GAS REVENUE	\$2,806,214.37		
EXEMPT REVENUE	\$ 406,246.37		
GAS TAX CALCULATION	\$2,399,968.00	X	4.0% = \$ 95,998.72
TOTAL TAX			\$ 95,998.72
(WRITE OFFS)/RECOVERIES			\$ (111.06)
TOTAL PAYMENT:			\$ 95,887.66

JANUARY 2013 FRANCHISE TAX PAYMENT
BASED ON REV FOR OCT - DEC 2012

When your city approves an annexation or city boundary change, please send the information to Black Hills Energy, Attention: Property Tax Dept., PO Box 1400 Rapid City, SD 57709, or send an email to paula.brinker@blackhillscorp.com.

For questions regarding this payment or any changes to your address, please contact Fran Rinehart at Black Hills Energy, PO Box 1400, Rapid City, SD 57709. Phone (605) 721-2417 Email fran.rinehart@blackhillscorp.com

Thank you.

Staff Reports



City of Garden City
Monthly Financial Report FY 2012
For the Twelve Months Ended December 31, 2012

Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended December 31, 2012.

GENERAL FUND AT A GLANCE

Category	Revised 2012 Budget	2012 YTD Actual	2011 YTD Actual
Revenues	18,941,854	19,084,519	18,791,322
Expenditures	19,634,216	19,482,546	18,455,779
Revenues Over(Under)	(692,362)	(398,027)	335,543

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2012 Budget	2012 YTD Actual	2011 YTD Actual
Electric	26,334,729	26,025,490	24,278,019
Solid Waste	2,764,553	2,840,173	2,905,775
Drainage Utility	203,607	208,646	209,993
Water and Sewage	7,531,265	7,734,422	7,717,187
TOTAL	36,834,154	36,808,732	35,110,974

SELECTED REVENUES AT A GLANCE

Category	Revised 2012 Budget	2012 YTD Actual	2011 YTD Actual
City Sales Tax	5,450,000	5,526,417	5,241,532
County Sales Tax	3,200,000	3,305,021	3,388,713
Franchise Tax			
Gas Utility	365,000	332,689	366,078
Telephone	80,000	77,436	94,430
CATV	220,000	220,344	219,651
Building Permits	202,500	177,375	146,613
Municipal Court Fines	975,000	914,329	931,487



**City of Garden City
 Monthly Financial Report FY 2012
 For the Twelve Months Ended
 December 31, 2012**

General Fund

General Fund Revenues collected through December were \$19,084,519. The December revenues represent about 100.75% of the total revenues expected in the General Fund. Property tax distribution was 99.62% for all payments in 2012.

General Fund Expenses are at 99.23% of the total expenditures expected in the General Fund.

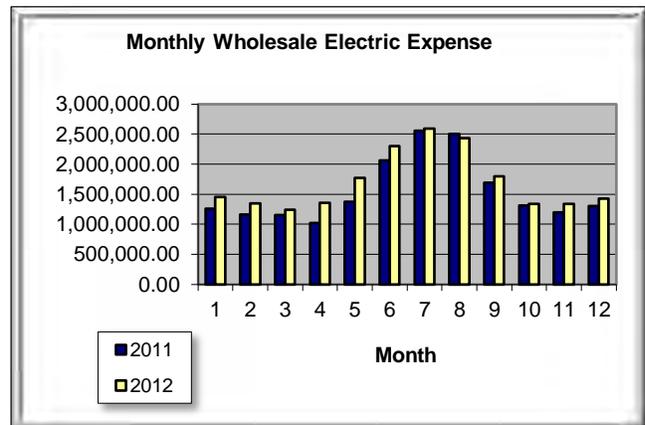
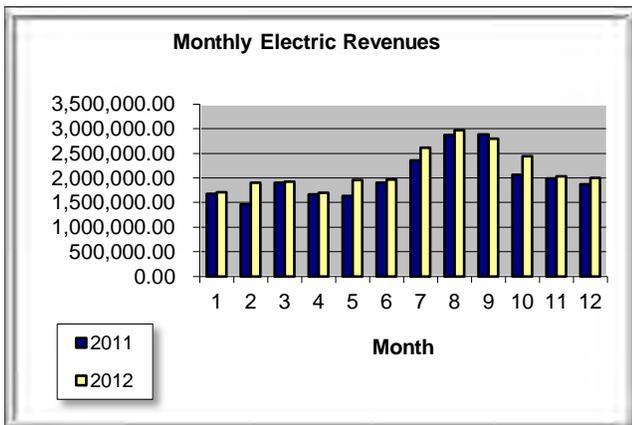
Selected Revenues

- City Sales Tax—Ahead by \$284,885 compared to December 2011 year to date collections, 5.44% ahead of 2011 for the twelve months ended.
- County Sales Tax— Collections for the twelve months ended are behind of 2011 by \$83,692 or - 2.47%.
- Franchise Tax—Budget estimates for 2012 remain approximately the same as 2011. Gas utility revenue is less than 2011 by 9.97%. Telephone fell short of budget by 3.2%. Cable was slightly higher than budget.
- Building Permits—Budget estimates for 2012 are based on 2011 revenues. Receipts are 32.76% higher than this period in 2011, but fell short of budget expectations by 12.41%
- Municipal Court Fines—Budget estimates are slightly higher than 2011 budget although collections thru December were behind 2011.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$26,334,729 for 2012 were \$26,025,490 through twelve months or 98.83% of budget.

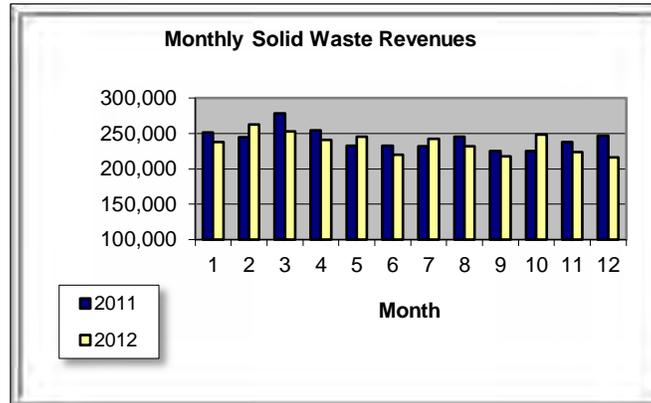


A main expense is Wholesale Electric in the Utility Fund. The 2012 revised budget for wholesale electric is \$20,140,000. The wholesale electric expense for December is \$1,426,533.

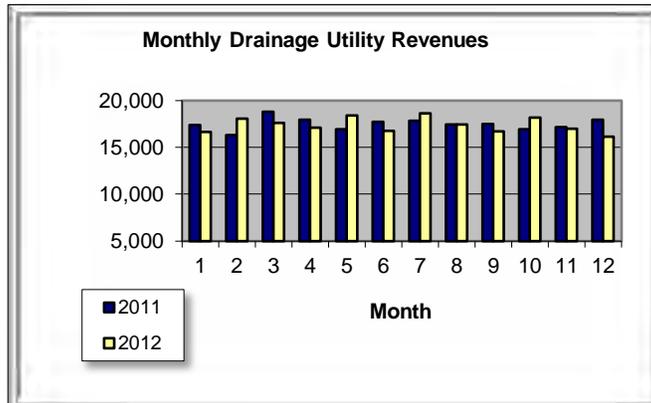


City of Garden City
Monthly Financial Report FY 2012
Through the Month Ended
December 31, 2012

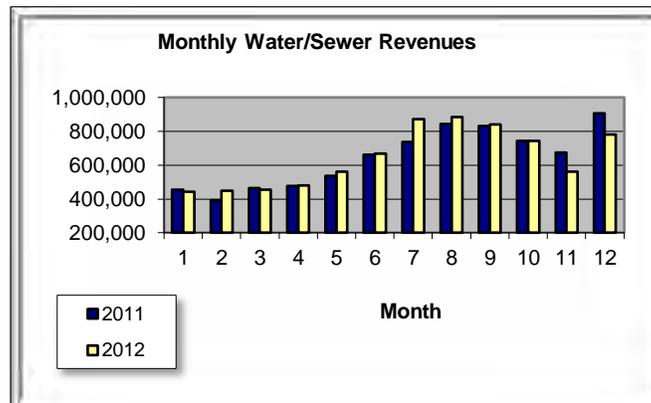
■ Solid Waste revenues – revised budget at \$2,764,553 for 2012 were \$2,840,173 through twelve months or 102.74% of budget.



■ Drainage Utility revenues – revised budget at \$203,607 for 2012 were \$208,646 through twelve months or 102.48%.



■ Water and Sewerage revenues - revised budget at \$7,531,265 for 2012 were \$7,734,422 through twelve months or 102.70% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Eleven Months Ended December 31, 2012

Fund	Unencumbered Cash Balance 1/1/2012	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 12/31/2012	Add Payables and Encumbrances	Treasurer's Cash 12/31/2012
1 General	3872396.27	19084518.72	19482545.65	3474369.34	293858.99	3768228.33
<u>Debt Service Fund</u>						
40 Bond and Interest	239072.69	1921527.75	1883853.43	276747.01	0.00	276747.01
<u>Special Revenue Funds</u>						
5 Capital Improvement	363908.09	448965.57	140493.40	672380.26	14034.55	686414.81
6 Community Development Loan Fund	9475.48	5748.81	5852.45	9371.84	0.00	9371.84
7 Cemetery Endowment	20662.58	5568.35	5650.96	20579.97	0.00	20579.97
8 Community Trust	1643140.47	319293.70	600624.35	1361809.82	0.00	1361809.82
10 DEA Forfeiture	26280.76	19190.50	12222.56	33248.70	214.18	33462.88
11 Drug Enforcement	31203.22	25417.05	23790.18	32830.09	136.71	32966.80
13 JAG Grant Recovery Act	0.00	29253.28	29253.28	0.00	0.00	0.00
15 Enhanced Wireless 911 Fund	91272.03	169105.81	43538.11	216839.73	5820.42	222660.15
16 Cops Grant-Technology	-2838.29	58458.05	55619.76	0.00	0.00	0.00
18 Finnup Trust Fund	47517.18	93000.00	87476.30	53040.88	11360.52	64401.40
25 Recreation	10355.34	887233.99	896250.00	1339.33	0.00	1339.33
26 Special Improvements	214105.90	4638.18	106824.39	111919.69	499.00	112418.69
27 Special Liability	154243.37	35000.00	36145.35	153098.02	0.00	153098.02
29 Special Alcohol Programs	18483.73	90881.29	82000.00	27365.02	0.00	27365.02
30 Special Recreation and Parks	83361.34	100245.18	91251.95	92354.57	0.00	92354.57
31 FOLRZ Projects	0.00	429084.00	429084.00	0.00	24615.90	24615.90
32 Special Trafficway	977623.27	705852.82	721010.29	962465.80	42207.71	1004673.51
50 Community Development Grant	0.00	56901.77	56901.77	0.00	12506.50	12506.50
52 Economic Development	224928.28	87582.44	959.65	311551.07	0.00	311551.07
53 Project Development	174032.97	92788.94	51828.27	214993.64	0.00	214993.64
Total Special Revenue	4087755.72	3664209.73	3476777.02	4275188.43	111395.49	4386583.92
<u>Capital Projects Funds</u>						
42 2011-GO Bond Projects	1412001.37	0.00	713828.88	698172.49	1258.80	699431.29
43 2011-Temporary Notes Projects	22601.01	113000.00	134840.11	760.90	0.00	760.90
44 2012-Temporary Notes Projects	0.00	550000.00	535663.50	14336.50	958.75	15295.25
45 2012-GO Bond Projects	0.00	941902.68	17761.36	924141.32	0.00	924141.32
46 2012- Temporary Notes Durango Project	0.00	12616224.61	8411139.17	4205085.44	621216.58	4826302.02
Total Capital Projects	1434602.38	14221127.29	9813233.02	5842496.65	623434.13	6465930.78
<u>Enterprise Funds</u>						
Electric Utility:						
68 General	3831521.02	26025490.33	28147165.71	1709845.64	1625443.60	3335289.24
69 Security Deposits	254182.51	231210.43	145089.92	340303.02	0.00	340303.02
Total Electric Utility	4085703.53	26256700.76	28292255.63	2050148.66	1625443.60	3675592.26
Water and Sewer Utility:						
80 General	1788735.25	7734422.30	7540536.44	1982621.11	253073.66	2235694.77
81 Wastewater Repair and Replacement	519730.64	130929.63	100000.00	550660.27	0.00	550660.27
82 Water and Sewage Maintenance	747816.98	223871.78	150000.00	821688.76	0.00	821688.76
Reserve	3056282.87	8089223.71	7790536.44	3354970.14	253073.66	3608043.80
Airport:						
60 General	87597.91	977536.54	713521.71	351612.74	20410.48	372023.22
61 Airport Improvement	117187.17	1274000.00	1309480.47	81706.70	0.00	81706.70
Total Airport	204785.08	2251536.54	2023002.18	433319.44	20410.48	453729.92
Solid Waste Utility:						
75 General	1282346.90	2840173.26	2796156.54	1326363.62	75983.41	1402347.03
Recreation Area:						
70 General Golf Course	106727.20	823412.71	832950.55	97189.36	6218.62	103407.98
71 Golf Course Building	17755.04	22554.50	13728.49	26581.05	0.00	26581.05
Total Recreation Area	124482.24	845967.21	846679.04	123770.41	6218.62	129989.03
Drainage Utility:						
79 General	201593.07	208646.43	142087.55	268151.95	12283.38	280435.33
<u>Internal Service Funds</u>						
55 Health Insurance	17070.09	3298464.81	3273516.84	42018.06	238029.38	280047.44
56 Health Insurance Reserve	600000.06	100000.00	0.00	700000.06	0.00	700000.06
35 Workers Compensation	35068.61	351540.00	319478.04	67130.57	5152.32	72282.89
36 Workers Compensation Reserve	433201.76	150492.36	0.00	583694.12	0.00	583694.12
Total Internal Service	1085340.52	3900497.17	3592994.88	1392842.81	243181.70	1636024.51
Total All Funds	19674361.27	83284128.57	80140121.38	22818368.46	3265283.46	26083651.92



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 12/1/2012 Through 12/31/2012

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	74,775.47	75,000.00	(224.53)
3023	CONSUMER USE TAX	74,342.52	755,053.31	675,000.00	80,053.31
3028	LIQUOR CONSUMPTION TAX	23,064.04	90,881.31	75,000.00	15,881.31
3035	STATE REVENUE STAMP	(50.00)	(925.00)	0.00	(925.00)
3040	AD VALOREM TAX	0.00	3,327,309.68	3,250,000.00	77,309.68
3041	AD VALOREM BACK TAX	0.00	77,569.62	168,000.00	(90,430.38)
3044	CITY SALES TAX	424,130.51	5,526,417.15	5,450,000.00	76,417.15
3046	COUNTY SALES TAX	256,860.28	3,305,020.78	3,200,000.00	105,020.78
3055	MOTOR VEHICLE TAX	0.00	464,289.83	470,000.00	(5,710.17)
3056	RECREATIONAL VEHICLE TAX	0.00	3,921.62	5,600.00	(1,678.38)
3057	HEAVY DUTY VEHICLE TAX	0.00	3,840.52	3,000.00	840.52
3065	CATV FRANCHISE	0.00	220,344.23	220,000.00	344.23
3066	GAS UTILITY FRANCHISE	0.00	332,688.74	365,000.00	(32,311.26)
3067	TELEPHONE FRANCHISE	6,254.58	77,435.71	80,000.00	(2,564.29)
3115	CEMETERY SPACES	4,775.00	70,310.00	50,000.00	20,310.00
3301.01	ANIMAL BOARDING	(868.00)	12,530.00	15,000.00	(2,470.00)
3301.02	CAR STORAGE & TOWING	1,172.25	16,297.29	12,000.00	4,297.29
3301.05	FEES-FALSE ALARM	0.00	7,275.00	8,000.00	(725.00)
3301.07	FEES-GATE RECEIPTS	110.00	22,930.00	20,000.00	2,930.00
3301.08	FEES-GRAVE OPENINGS	5,975.00	54,535.00	55,000.00	(465.00)
3301.09	FEES-MONUMENT SETTING	185.00	3,085.00	2,750.00	335.00
3301.10	FEES-PLAT FILING	196.00	7,796.00	1,500.00	6,296.00
3301.11	FEES-REZONING	200.00	2,300.00	2,500.00	(200.00)
3301.12	FEES-RURAL FIRE CONTRACTS	186,478.04	167,865.27	180,000.00	(12,134.73)
3301.13	FEES-WAIVER FILING	200.00	3,375.00	1,500.00	1,875.00
3301.16	FINES-MUNICIPAL COURT	88,856.52	914,329.45	975,000.00	(60,670.55)
3301.17	FEES-STATE JUDGE	161.38	1,850.65	2,750.00	(899.35)
3301.18	FEES-STATE LAW ENFORCEMENT	6,067.38	70,467.35	92,250.00	(21,782.65)
3301.19	FEES-REINSTATEMENT	729.00	17,404.50	23,000.00	(5,595.50)
3301.20	FEES-RESTITUTION	(10,447.65)	9,899.08	0.00	9,899.08
3301.21	LEGAL COPIES	323.50	2,957.05	3,000.00	(42.95)
3301.22	PROBATION SCREENING	10.00	966.00	1,000.00	(34.00)
3301.24	FEES-CRIME STOPPER MAJOR	(583.00)	1,500.00	2,000.00	(500.00)
3350.01	LICENSE-AMUSEMENT	0.00	2,600.00	1,500.00	1,100.00
3350.02	LICENSE-ARBORIST	75.00	600.00	600.00	0.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	1,695.00	2,095.00	3,000.00	(905.00)
3350.04	LICENSE-CONTRACTOR	7,065.00	24,660.00	25,000.00	(340.00)
3350.06	LICENSE-ELECTRICIAN	1,545.00	4,935.00	5,500.00	(565.00)
3350.08	LICENSE-ITINERANT MERCHANT	975.00	13,020.00	31,000.00	(17,980.00)
3350.09	LICENSE-LIQUOR	500.00	4,050.00	2,500.00	1,550.00
3350.10	LICENSE-MECHANICAL	180.00	2,475.00	2,000.00	475.00
3350.12	LICENSE-PAWN SHOP	0.00	75.00	225.00	(150.00)
3350.13	LICENSE-PLUMBER	1,155.00	2,400.00	3,500.00	(1,100.00)
3350.15	LICENSE-TAXI	0.00	195.00	120.00	75.00
3350.16	TAGS-DOG & CAT	(39.50)	1,818.50	2,000.00	(181.50)
3400.01	PERMITS-BUILDING	15,164.74	140,527.51	160,000.00	(19,472.49)
3400.02	PERMITS-CURB CUT	0.00	190.00	500.00	(310.00)



City of Garden City
 Statement of Revenues and Expenditures-General Fund Revenues
 From 12/1/2012 Through 12/31/2012

3400.03	PERMITS-ELECTRIC	109.00	6,292.00	10,000.00	(3,708.00)
3400.04	PERMITS-EXCAVATION	35.00	1,012.00	1,000.00	12.00
3400.05	PERMITS-GAS	441.00	3,065.00	4,000.00	(935.00)
3400.08	PERMITS-MECHANICAL	1,347.36	12,955.76	13,000.00	(44.24)
3400.09	PERMITS-PLUMBING	636.00	10,242.63	10,000.00	242.63
3400.11	PERMITS-TV & SIGN	150.00	3,090.00	4,000.00	(910.00)
3435	INTEREST INCOME	6,833.31	38,677.05	59,684.00	(21,006.95)
3437	FINANCE CHARGE INCOME	2,632.48	13,244.34	10,000.00	3,244.34
3440.02	RENTAL-CITY FACILITIES	920.00	45,334.00	65,000.00	(19,666.00)
3440.03	RENTAL-DEPOT	100.00	1,200.00	1,000.00	200.00
3447	ROYALTIES-GAS WELLS	5,746.35	26,355.85	45,000.00	(18,644.15)
3450	SALE OF PROPERTY-AUCTION	0.00	22,911.62	12,000.00	10,911.62
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	1,000.00	(1,000.00)
3470.02	REIMBURSE-ENGINEERING	0.00	0.00	1,000.00	(1,000.00)
3470.03	REIMBURSE-FINNUP TRUST	0.00	22.12	25.00	(2.88)
3470.04	REIMBURSE-POLICE SERVICES	986.25	209,754.33	215,000.00	(5,245.67)
3470.05	REIMBURSE-CODE SUPPLEMENTS	0.00	100.00	0.00	100.00
3470.07	UTILITY FUNDS REIMBURSEMENT	1,952,221.21	2,583,167.82	2,509,850.00	73,317.82
3470.08	REIMBURSE-COUNTY	8,008.09	170,097.08	172,000.00	(1,902.92)
3470.09	REIMBURSE-HOLCOMB	0.00	32,000.00	32,000.00	0.00
3470.10	REIMBURSE-GC HOUSING AUTHORITY	0.00	2,500.00	0.00	2,500.00
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	24.08	1,000.00	(975.92)
3600.04	MISCELLANEOUS-INSPECTION	0.00	5,671.42	3,000.00	2,671.42
3600.05	MISCELLANEOUS-PARK & ZOO	0.00	40.00	0.00	40.00
3600.07	MISCELLANEOUS-POLICE	1,565.00	825.00	500.00	325.00
3600.08	MISCELLANEOUS-STREET	<u>50,000.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>0.00</u>
Total Income		<u>3,128,188.64</u>	<u>19,084,518.72</u>	<u>18,941,854.00</u>	<u>142,664.72</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 12/1/2012 Through 12/31/2012

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	26,411.31	101,229.82	98,000.00	(3,229.82)
112	CITY MANAGER	52,583.46	443,056.75	441,400.00	(1,656.75)
113	SERVICE AND FINANCE	66,763.72	674,415.47	678,850.00	4,434.53
114	LEGAL SERVICES	16,550.71	92,088.16	88,750.00	(3,338.16)
115	MUNICIPAL COURT	115,272.67	784,356.00	854,500.00	70,144.00
116	HUMAN RESOURCES	17,686.73	159,479.06	159,250.00	(229.06)
117	INFORMATION TECH	26,471.95	356,476.14	290,750.00	(65,726.14)
118	CITY PROSECUTION	<u>30,218.46</u>	<u>258,893.89</u>	<u>252,500.00</u>	<u>(6,393.89)</u>
	Total Administration	351,959.01	2,869,995.29	2,864,000.00	(5,995.29)
121	POLICE-ADMINISTRATIVE	158,717.48	1,262,846.78	1,313,000.00	50,153.22
122	POLICE-INVESTIGATIONS	73,230.30	769,915.17	774,000.00	4,084.83
123	POLICE-PATROL	316,134.46	3,270,381.30	3,155,000.00	(115,381.30)
124	POLICE-SUPPORT SERVICES	149,456.57	1,184,877.92	1,175,500.00	(9,377.92)
125	POLICE-ANIMAL CONTROL	<u>13,731.70</u>	<u>170,627.50</u>	<u>191,500.00</u>	<u>20,872.50</u>
	Total Police	711,270.51	6,658,648.67	6,609,000.00	(49,648.67)
131	PUBLIC WORKS-PLANNING,COMM	29,454.46	313,375.42	316,750.00	3,374.58
132	PUBLIC WORKS-ENGINEERING	25,295.95	248,149.30	240,000.00	(8,149.30)
133	PUBLIC WORKS-STREET MAINT	106,677.93	1,297,237.43	1,320,016.00	22,778.57
134	PUBLIC WORKS-INSPECTIONS	26,931.73	295,700.94	317,300.00	21,599.06
135	PUBLIC WORKS-PARKS	<u>107,286.40</u>	<u>701,842.36</u>	<u>762,500.00</u>	<u>60,657.64</u>
	Total Public Works	295,646.47	2,856,305.45	2,956,566.00	100,260.55
141	ZOO-ADMINISTRATIVE	43,858.75	410,986.74	420,300.00	9,313.26
142	ZOO-MAINTENANCE DIVISION	42,292.65	340,290.12	350,250.00	9,959.88
144	ZOO-ANIMAL DIVISION	<u>132,150.32</u>	<u>1,030,638.24</u>	<u>1,041,000.00</u>	<u>10,361.76</u>
	Total Zoo	218,301.72	1,781,915.10	1,811,550.00	29,634.90
151	FIRE-ADMINISTRATIVE	30,781.70	218,864.82	225,350.00	6,485.18
152	FIRE-OPERATIONS	243,542.32	2,380,816.44	2,420,250.00	39,433.56
153	FIRE-VOLUNTEERS	<u>339.28</u>	<u>6,697.90</u>	<u>22,000.00</u>	<u>15,302.10</u>
	Total Fire	274,663.30	2,606,379.16	2,667,600.00	61,220.84
161	CEMETERY-OPERATIONS	51,813.37	459,365.19	483,500.00	24,134.81
171	CAPITAL IMPROVEMENT	755,681.26	2,091,936.79	2,084,000.00	(7,936.79)
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>158,000.00</u>	<u>158,000.00</u>	<u>0.00</u>
	Total Expenses	<u>2,659,335.64</u>	<u>19,482,545.65</u>	<u>19,634,216.00</u>	<u>151,670.35</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 12/1/2012 Through 12/31/2012

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	1,914,753.06	24,732,223.69	25,244,380.00	512,156.31
3110.01	COLLECTIONS-COIN BOX	41.40	(762.15)	250.00	1,012.15
3118	CONNECT FEES	3,630.00	89,449.78	52,000.00	(37,449.78)
3150	IDENTIFIED LONG/SHORT	(31.41)	584.58	(1,000.00)	(1,584.58)
3151	UNIDENTIFIED LONG/SHORT	2.93	(398.33)	99.00	497.33
3154	INSUFFICIENT FUNDS CHECKS	(1,000.87)	(5,680.44)	(3,000.00)	2,680.44
3155	RETURNED CHECK CHARGE	175.00	3,775.00	4,500.00	725.00
3185	PENALTIES	(777.68)	104,307.80	90,000.00	(14,307.80)
3201	REIMBURSE-DEVELOPER	0.00	136,231.99	150,000.00	13,768.01
3225	SALE OF MATERIAL	0.00	5,745.78	0.00	(5,745.78)
3435	INTEREST INCOME	5,607.40	5,832.85	2,500.00	(3,332.85)
3476	REIMBURSE-DAMAGE PAYMENTS	10.00	51.25	0.00	(51.25)
3492	SALES TAX	73,986.07	949,447.97	790,000.00	(159,447.97)
3600	MISCELLANEOUS	<u>1,572.06</u>	<u>4,680.56</u>	<u>5,000.00</u>	<u>319.44</u>
	Total Electric	1,997,967.96	26,025,490.33	26,334,729.00	309,238.67
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	211,681.81	2,699,570.29	2,600,000.00	(99,570.29)
3185	PENALTIES	0.00	86,419.19	80,000.00	(6,419.19)
3195	RECYCLING SALES	4,466.72	52,605.42	82,000.00	29,394.58
3435	INTEREST INCOME	217.81	1,527.06	2,000.00	472.94
3515	FUEL TAX REFUND	0.00	0.00	553.00	553.00
3600	MISCELLANEOUS	<u>0.00</u>	<u>51.30</u>	<u>0.00</u>	<u>(51.30)</u>
	Total Solid Waste	216,366.34	2,840,173.26	2,764,553.00	(75,620.26)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,131.04	207,734.92	203,000.00	(4,734.92)
3104.02	HHW FEE INCOME	0.00	610.63	107.00	(503.63)
3435	INTEREST INCOME	<u>0.00</u>	<u>300.88</u>	<u>500.00</u>	<u>199.12</u>
	Total Drainage Utility	16,131.04	208,646.43	203,607.00	(5,039.43)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	197,629.49	2,559,164.70	2,600,000.00	40,835.30
3103	COLLECTIONS-WATER	262,160.36	4,451,173.27	4,200,000.00	(251,173.27)
3118	CONNECT FEES	1,110.00	13,000.00	18,000.00	5,000.00
3120	COUNTY SEWER FEES	0.00	81,815.87	112,000.00	30,184.13
3130	FIRE LEG FEES	0.00	10,395.00	11,000.00	605.00
3185	PENALTIES	20,726.46	102,463.29	120,000.00	17,536.71
3201	REIMBURSE-DEVELOPER	2,548.81	11,848.81	11,000.00	(848.81)
3225	SALE OF MATERIAL	677.37	22,545.48	17,500.00	(5,045.48)
3228	SEWER MAINTENANCE FEES	340.00	4,033.11	2,500.00	(1,533.11)
3229	SEWER TANK FEES	10,403.90	93,469.87	95,000.00	1,530.13
3257	WATER TANK SALES	2,631.49	19,056.23	20,000.00	943.77
3260	WATER TAP FEES	10,281.15	29,934.89	10,265.00	(19,669.89)
3494	TAX-WATER CONSUMPTION	3,131.81	64,881.43	62,000.00	(2,881.43)
3600	MISCELLANEOUS	20,000.00	20,640.35	2,000.00	(18,640.35)
4010.20	TRANSFER-WTR SYS MAINT RESV	150,000.00	150,000.00	150,000.00	0.00
4010.21	TRANSFER-WASTEWTR R&R RESV	<u>100,000.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>0.00</u>
	Total Water and Wastewater	<u>781,640.84</u>	<u>7,734,422.30</u>	<u>7,531,265.00</u>	<u>(203,157.30)</u>
	Total Income	<u>3,012,106.18</u>	<u>36,808,732.32</u>	<u>36,834,154.00</u>	<u>25,421.68</u>

Electric

	1	2	3	4	5	6	7	8	9	10	11	12
2011	1,677,700.61	1,461,206.39	1,904,874.06	1,667,624.08	1,628,615.44	1,898,385.81	2,357,642.24	2,871,500.48	2,881,466.52	2,064,811.80	1,993,990.85	1,870,176.75
2012	1,708,307.63	1,897,482.29	1,928,271.64	1,702,938.06	1,957,079.05	1,969,181.37	2,615,793.50	2,971,029.50	2,800,478.70	2,440,784.72	2,036,175.91	1,997,967.96

Solid Waste

	1	2	3	4	5	6	7	8	9	10	11	12
2011	251,485.13	244,629.61	278,006.70	254,028.84	232,699.36	232,922.46	232,230.49	245,181.20	224,989.44	224,813.00	238,000.29	246,788.50
2012	237,882.69	262,885.92	252,938.06	240,634.11	245,569.20	219,944.40	242,537.98	231,911.30	217,931.79	248,302.18	223,269.29	216,366.34

Water/Sewer

	1	2	3	4	5	6	7	8	9	10	11	12
2011	454,232.14	391,119.26	463,502.89	478,085.68	534,639.94	662,160.48	737,227.24	843,512.95	829,597.43	741,433.24	674,620.64	906,995.38
2012	441,277.06	448,878.23	455,196.66	479,306.45	561,069.96	666,965.94	872,011.20	884,605.30	839,458.35	744,037.05	559,975.26	781,640.84

Drainage Utility

	1	2	3	4	5	6	7	8	9	10	11	12
2011	17,364.00	16,283.95	18,784.64	17,961.68	16,950.03	17,755.42	17,834.82	17,458.15	17,518.60	16,933.44	17,182.94	17,964.84
2012	16,657.63	18,044.02	17,632.71	17,099.05	18,421.46	16,753.84	18,609.84	17,418.78	16,720.94	18,158.23	16,998.89	16,131.04

Wholesale Electric - 068 41 412 5475.01

	1	2	3	4	5	6	7	8	9	10	11	12
2011	1,258,549.00	1,166,005.00	1,154,302.38	1,021,174.91	1,375,646.00	2,058,721.90	2,559,094.99	2,504,624.97	1,692,240.91	1,309,999.77	\$1,198,275.16	1,300,888.67
2012	1,456,486.12	1,349,187.18	1,237,795.06	1,356,001.06	1,772,398.46	2,302,441.42	2,586,509.01	2,428,512.20	1,798,661.05	1,340,101.85	\$1,342,062.93	1,426,533.45

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

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	110,613	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987
FEBRUARY	116,101	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	
MARCH	76,790	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	
APRIL	106,447	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	
MAY	68,320	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	
JUNE	101,351	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	
JULY	111,185	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	
AUGUST	99,497	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	
SEPTEMBER	80,911	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	
OCTOBER	91,376	107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	
NOVEMBER	82,002	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	
DECEMBER	73,954	75,058	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	
TOTAL RECEIPTS	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>215,987</u>
PERCENTAGE CHANGE	8.60%	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	

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

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

CITY OF GARDEN CITY, KANSAS
ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	407,469	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705
FEBRUARY	440,061	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	
MARCH	273,056	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	
APRIL	380,780	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	
MAY	241,167	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	
JUNE	358,841	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	
JULY	408,343	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	
AUGUST	311,866	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	
SEPTEMBER	303,113	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	
OCTOBER	374,010	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	
NOVEMBER	320,162	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	
DECEMBER	271,436	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	
TOTAL RECEIPTS	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>508,705</u>
PERCENTAGE CHANGE	10.72%	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	

**CITY OF GARDEN CITY
ZOO DEPARTMENT
DECEMBER 2012 MONTHLY REPORT**

ANIMAL DIVISION

ACCESSIONS:

Birth/Hatchings

None

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

1.0 Mountain lion

Euthanized – multiple health issues

Transactions (Sales, donations, etc.)

None

Collecting samples and submitting data for “Zoo Elephant Welfare Project” continues. New Keeper I started. 2 emergency drills: fire and injury related. Ceiling improvements and insulation completed in African Plains barn. Stephanie Fontenot and Greg Bordewick recognized for 10 years of service. Researched and ordered scale for use in elephant-rhino barn. Sub-zero freezer malfunctioned, jeopardizing six months’ worth of elephant project samples.

ADMINISTRATION DIVISION

Heater, electrical and ceiling work is occurring in Cat Canyon. New logo release completed. Lift station construction by exit gate completed. Design work refinements for elephant yard expansion underway. Motion sensors installed in all public restrooms to control lights. Presented CIP projects to committee. Tia McGraff Christmas concert held at FCCE. All staff to HRA’s at Grow Well clinic.

EDUCATION DIVISION

The division gave 76 programs to 2021 people, and served 200 people in 10 classes through 1 discovery box loan. This sets another new record for program numbers, which reached an all-time high of 37,453. The annual docent appreciation party was held. Linda is working on Kansas boxes for exclusive teacher use. Tarra was accepted into the 2013 KS Environmental Leadership Program (KELP) with a full scholarship. A docent satisfaction survey was distributed, and preparations continue for the volunteer coffee, volunteer structure reorganization including new job descriptions, and training. Whitney is creating a restricted access section of the website for Docents, and researching cell phone tour options.

MAINTENANCE DIVISION

The maintenance crew did snow removal, and dealt with freezing ponds, waterfalls, and hydrants. Winterized the duck pond waterfall and wetland. A leak in Asia under the plaza sidewalk necessitated removal of concrete. Work is ongoing. Work continues on the panda yard remodeling. A 20 amp breaker was replaced to service a Finnup Center interactive. All house sensors were serviced and had program settings checked and updated. The crew helped the Animal Division unload grain, meat and hay, and researched and ordered four heaters for the lion and African Plains barn. Planted donated flower bulbs zoo wide. Compost pile turned twice. Serviced and repaired aviary dishwasher. Repaired vandalized drip lines in Wild Asia. Replaced indoor and outdoor security light bulbs at FCCE. Repaired utility cart used at camels with new wheels and bearings. Currently working on the men’s drinking fountain at FCCE. Dennis Asper retired after 13 years of service. Foreman is reviewing applications and conducting interviews for his position.



MEMORANDUM

DATE: February 1, 2013
TO: Governing Body
FROM: Alex Mestdagh
RE: Construction Update

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

Schulman Crossing

The reconstruction work on Lareu Road and Schulman Avenue is nearing completion. The intersection of Lareu and Schulman has been paved and opened to traffic, and the remaining paving on the south side of Schulman is scheduled to be completed next week.

Traffic has been detoured from US-50/83/400, and pavement removal through the construction area is nearly complete. Work on the extension of drainage culverts is underway. The current construction schedule opens the Bypass in late March, with all work completed by mid-May.

South Main Street Reconstruction (Fulton to Maple)

Reconstruction of all lanes of Main Street between the railroad and Maple Street along with sidestreet tie-ins have been completed. Construction on areas north of the railroad will be delayed until spring.

Safe Routes to School Sidewalk Construction

Work is underway on the segment of this project located on the west side of 8th Street between Scout Park and Mary Street. The project will continue through the winter at various locations as weather allows.

Garden City Regional Airport Parking Lot Expansion

Work on utility relocations and the underground portions of this project are underway. Grading and paving work will follow shortly thereafter, as weather allows.

Pioneer Road Estates

Contracts have been awarded for the utility and roadway construction for this new residential development east of Campus Drive. Work will begin shortly.

Inge Watermain Replacement

Work is underway to replace an aging 6" watermain with a new 12" line along Inge Avenue from Fulton Street to Kansas Avenue. Construction is currently ongoing on the south end of the project between Fulton and Saint John. Traffic will be reduced to one lane in some areas through the construction area.

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
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**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions



CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
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MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: January 29, 2013

RE: Preliminary Power Purchase Agreement

ISSUE:

The City Commission voted on January 2, 2013 to pursue a power supply agreement with the Kansas Municipal Energy Agency (KMEA) for wholesale power for the City of Garden City. Staff was directed to continue negotiations with KMEA in obtaining such a supply. KMEA and the City staff have drafted a Resolution and a Preliminary Power Purchase Agreement as the first step in developing a long term power supply agreement effective December 31, 2013.

BACKGROUND:

The City Commission, at its regularly scheduled meeting on December 4, 2012 voted to terminate the all requirements power supply contract with Wheatland Electric Cooperative. This was follow up action from the November 20, 2012 City Commission meeting when staff was directed to retain JK Energy Consulting, LLC (JKEC) from Lincoln Nebraska to provide an independent review of both Wheatland Electric Cooperative / Sunflower Electric Corporation and the Kansas Municipal Energy Agency power supply proposals that were discussed during the November 20, 2012 meeting.

ALTERNATIVES:

1. Approve the Preliminary Power Purchase Agreement with KMEA.
2. Do not approve the Preliminary Power Purchase Agreement with KMEA, and direct staff to revise it as directed by the City Commission.

RECOMMENDATION:

Staff recommends approval of the Preliminary Power Purchase Agreement with KMEA, and authorizing the Mayor and City Clerk to execute the contract attached hereto.

FISCAL NOTES:

All costs associated with the Preliminary Power Purchase Agreement with KMEA will be paid for by KMEA, with reimbursement required from the City Electric Utility. These costs will be included in the power supply costs that will be defined in following power supply contracts.

RESOLUTION NO. 2521-2013

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING THE EXECUTION OF A PRELIMINARY POWER PURCHASE AGREEMENT, DATED AS OF FEBRUARY 5, 2013, BETWEEN THE CITY OF GARDEN CITY, KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY RELATING TO THE PURCHASE OF ELECTRICITY BY THE CITY FROM THE KANSAS MUNICIPAL ENERGY AGENCY FOR SALE OR USE BY THE CITY; AND MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Kansas Municipal Energy Agency ("**KMEA**") is a municipal energy agency organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City of Garden City, Kansas (the "**City**") owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, the City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

WHEREAS, on January 2, 2013, the City considered options for the supply of electricity and determined the proposal by KMEA (the "**KMEA Proposal**") was in the best interests of the City; and

WHEREAS, the City desires to enter into a Preliminary Power Purchase Agreement dated as of February 5, 2013 (the "**Preliminary Purchase Agreement**") with KMEA relating to the City's purchase of electricity from KMEA commencing on January 1, 2014 in substantially the form and text as presented to the governing body with this Resolution; and

WHEREAS, KMEA and the City will use commercially reasonable efforts to develop and maintain supply of electric power and energy and firm transmission service arrangements with third parties for delivery of the electric power and energy to the City's Delivery Point; and

WHEREAS, KMEA and the City agree that this Preliminary Purchase Agreement will be modified, amended or restated as the arrangements are developed;

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

Section 1. The Preliminary Purchase Agreement is hereby approved in substantially the form and text as presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate.

Section 2. Pledge of Revenues; Obligation to Make Payments. The governing body of the City hereby pledges the gross revenues (the "**Revenues**") of the City's electric utility system (the "**System**") to the City's payment obligations under the Preliminary Purchase Agreement and under any Final Agreement(s) as defined in the Preliminary Purchase Agreement. The payments by the City for Electricity, as such term is defined in the Preliminary Purchase Agreement and under any Final

Agreement(s), as defined in the Preliminary Purchase Agreement, shall constitute operating expenses of the System. The obligation of the City to make payments to KMEA under the Preliminary Purchase Agreement and under any Final Agreement(s) as defined in the Preliminary Purchase Agreement, whether or not reduced to judgment, shall not constitute general obligations of the City, and the City shall not be required to make such payments from any source other than the Revenues of the System.

Section 3. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay all operating expenses of the System, including the obligation to make the payments required by the Preliminary Purchase Agreement and required by any Final Agreement(s) as defined in the Preliminary Purchase Agreement; (b) pay the principal of and interest on all the bonds and any other indebtedness of the System (the "*System Indebtedness*") as and when the same become due; and (c) provide reasonable and adequate reserves to satisfy covenants in the resolutions authorizing System Indebtedness and for the general protection and benefit of the System.

Section 4. Execution of Preliminary Purchase Agreement. The Mayor and Clerk are hereby authorized to execute the Preliminary Purchase Agreement in substantially the form and text as presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Mayor and Clerk are authorized and directed to execute any and all other documents or certificates necessary to effect the purposes set forth in this Resolution and the Preliminary Purchase Agreement.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City and signed by the Mayor this 5th day of February, 2013.

(SEAL)

Mayor

ATTEST:

City Clerk

PRELIMINARY POWER PURCHASE AGREEMENT

This Preliminary Power Purchase Agreement (the "**Agreement**") is dated as of the 5th day of February, 2013 by and between the City of Garden City, Kansas, (the "**City**") and the Kansas Municipal Energy Agency ("**KMEA**") (collectively, the City and KMEA are referred to as the "Parties" or singularly as the "**Party**").

WHEREAS, KMEA is a municipal energy corporation organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, the City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

WHEREAS, on January 2, 2013, the City considered options for the supply of electricity and determined the proposal by KMEA (the "**KMEA Proposal**") was in the best interests of the City; and

WHEREAS, the City desires to enter into this Agreement with KMEA relating to the City's purchase of electricity from KMEA commencing on January 1, 2014; and

WHEREAS, this Agreement is in substantially the form and text as presented to the City's governing body with its Resolution No. 2521-2013, adopted by the City's governing body on February 5, 2013; and

WHEREAS, KMEA and the City will use commercially reasonable efforts to develop and maintain a supply of electric power and energy and firm transmission service arrangements with third parties for delivery of electric power and energy to the City; and

WHEREAS, KMEA and the City agree that this Agreement will be modified, amended or restated by Final Agreement(s) as transactions are developed;

NOW, THEREFORE, THE CITY OF GARDEN CITY, KANSAS AND THE KANSAS MUNICIPAL ENERGY AGENCY, AGREE AS FOLLOWS:

Article 1. DEFINITIONS

Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in this Agreement. Words, phrases or expressions used in this Agreement and that are not capitalized terms or otherwise defined herein, and that have an accepted meaning in the custom and usage of the business of buying, selling, generating, delivering, and transmitting electrical capacity, energy or ancillary services or have an accepted meaning according to the North American Electric Reliability Council, hereinafter referred to as NERC, shall have that meaning.

- 1.01 **"Electricity"** shall include all capacity and energy, transmission and all other services relating to the delivery of electrical power at the Point(s) of Delivery.
- 1.02 **"Final Agreement(s)"** shall mean such agreement(s) as may be agreed to by the Parties for provision by KMEA to the City of specific wholesale power supply resources, whether provided by KMEA generating projects or by KMEA (or KMEA member) contract purchases.
- 1.03 **"Force Majeure"** shall mean when used in connection with the performance of a Party's obligations under this Agreement, any of the following events to the extent not caused by such Party or its agents or employees: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, storms, floods, lightning, earthquakes, tsunamis, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, range or forest fires, and objects striking the earth from space (such as meteorites), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; and (iii) strikes, walkouts, lockouts or similar industrial or labor actions or disputes.
- 1.04 **"Point(s) of Delivery"** shall mean any point at which KMEA delivers Electricity to the City.
- 1.05 **"Service Commencement Date"** is projected to be 12:00 a.m., Central Standard Time, on January 1, 2014, or such other date agreed to by the Parties in writing.
- 1.06 **"Term"** shall mean the period of time commencing on the Service Commencement Date and ending on the Termination Date.
- 1.07 **"Termination Date"** shall mean the earlier of (i) December 31, 2014 at 11:59 p.m., Central Standard Time, (2) the execution of Final Agreement(s) under which KMEA will provide for the full requirements of the City for Electricity, or (3) or such other date as the Parties may agree in writing.

Article 2. CONSTRUCTION

- 2.01 **Interpretation.** Unless the context otherwise requires:
- (a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.
- (b) Any reference in this Agreement to any entity or governmental authority, shall include its successors and assigns and, any entity(ies) succeeding to its functions, authority, and capacities.

- (c) Any reference in this Agreement to any section, subsection, attachment, article, schedule, appendix or exhibit means and refers to the section or article contained in, or attachment, schedule, appendix or exhibit attached to, this Agreement. All attachments, schedules, appendices and exhibits referred to herein are hereby incorporated by reference.
- (d) A reference to a specific time for performance of an obligation is a reference to that time in the place where that obligation is to be performed unless the text indicates otherwise.
- (e) A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement (including any attachments, schedules, appendices and exhibits thereto) as notated, amended, supplemented, or restated from time to time.
- (f) Unless otherwise expressly provided herein, any consent, acceptance, satisfaction, cooperation, or approval required of a Party under this Agreement shall not be unreasonably withheld or delayed.
- (g) Unless otherwise expressly provided herein, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.
- (h) The words “hereof,” “herein,” “hereunder,” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.02 **Construction of Terms.** Each Party to this Agreement acknowledges that such Party has participated in the drafting of this Agreement, and agrees that this Agreement shall not be interpreted against one Party or the other based upon who drafted it.

2.03 **Captions.** All indices, titles, subject headings, section titles, and similar items in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

Article 3. SALE AND PURCHASE

3.01 KMEA agrees to work with the City to develop Final Agreement(s) for the supply of Electricity which KMEA agrees to sell, and the City agrees to purchase from KMEA, commencing on the Service Commencement Date and extending through the term of such Final Agreement(s). KMEA's obligation to commence service to the City is subject to KMEA receiving a duly executed Final Agreement, amendment to this Agreement or another agreement with the City regarding the delivery of Electricity and firm transmission service arrangements sufficient for delivery of the Electricity.

3.02 The City shall receive all of the Electricity, that the City is obligated to purchase under the Final Agreement(s), at the Point(s) of Delivery. The City assumes all liability whatsoever resulting directly, or indirectly, from the use, misuse, or presence of said Electricity from and after the Point(s) of Delivery.

Article 4. PAYMENTS AND BILLING

4.01 (a) The City will pay or reimburse KMEA for all costs and expenses incurred by KMEA in developing and concluding all of the transactions reasonably necessary for the Electricity to be delivered to the City under this Agreement and under the Final Agreement(s). The pricing for the delivery of the Electricity shall be consistent with the KMEA Proposal. KMEA contemplates entering into financings necessary to acquire generation capabilities for the City. The City agrees to pay or reimburse KMEA for the costs of financing such assets, including, without limitation, a demand charge equal to the principal and interest due under the financings.

(b) The payments made by the City to KMEA under this Agreement and any Final Agreement(s) shall be paid from the gross revenues (the "**Revenues**") of the City's electric utility system (the "**System**"). The payments by the City for Electricity under this Agreement and any Final Agreement(s) shall constitute operating expenses of the System. Such payments shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by the City to KMEA. The obligation of the City to make payments to KMEA under this Agreement and any Final Agreement(s), whether or not reduced to judgment, shall not constitute general obligations of the City, and the City shall not be required to make such payments from any source other than the Revenues of the System.

(c) The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay all operating expenses of the System, including the obligation to make payments under this Agreement, any amendments to this Agreement and any Final Agreement(s), as may be amended; (b) pay the principal of and interest on all the bonds and any other indebtedness of the System (the "**System Indebtedness**") as and when the same become due; and (c) provide reasonable and adequate reserves to satisfy covenants in the resolutions authorizing System Indebtedness and for the general protection and benefit of the System.

(d) The obligation of the City to make payments under this Agreement and any Final Agreement(s) shall be absolute, and any failure by KMEA to deliver Electricity hereunder shall not relieve the City from its obligation to pay for the City's proportionate share of the expenses incurred by KMEA for the Electricity.

- 4.02 KMEA will invoice the City for such costs, and the City agrees to pay the invoiced amount within thirty (30) days of the date of the bill. If such due date falls on a Saturday, Sunday or holiday, the payment shall be due on the next business day following such Saturday, Sunday or holiday. If payment by the City is not received by KMEA by the date specified in KMEA's invoice to the City, a **1% per month (annual percentage rate of 12%), late charge** shall be assessed on the full past due amount from the due date until the invoice is paid to KMEA in full by the City.
- 4.03 In the event the City, acting in good faith, were to disagree with the amount of a monthly bill, the City shall notify KMEA in writing within sixty (60) days of receiving the bill from KMEA. Failure of the City to send written notice to KMEA within the sixty (60) day period shall constitute final agreement with the bill. The City agrees that in no event will the City withhold payment to satisfy its disagreement with any bill submitted by KMEA.

Article 5. INDEMNIFICATION AND WAIVER OF LIABILITY

- 5.01 The City takes full responsibility for, and holds KMEA harmless from, any charges related to the provision of any purchase of Electricity or the transmission thereof, for which KMEA has contracted for delivery to the City, and which charges are directly related to the negligence of the City. The City will not be responsible for or hold KMEA harmless from any charges that are the result of KMEA's gross negligence or willful misconduct.
- 5.02 Neither KMEA nor the City shall be liable to the other for any special, indirect, and consequential or punitive damages, including such damages from loss of power, loss of product, or loss of revenue, howsoever caused.

Article 6. FORCE MAJEURE AND CURTAILMENTS

- 6.01 KMEA shall not be responsible for or in the event of (a) interruptions due to Force Majeure, (b) conditions that occur which threaten the reliability to the Southwest Power Pool (SPP) Transmission System, or (c) curtailments by SPP or (d) other curtailments under emergency procedures specified by SPP or NERC criteria. As soon as commercially reasonable, KMEA will provide notice to the City of such interruptions or reductions so as to cause the least amount of inconvenience to both Parties hereto. In case of impaired or defective service, the City shall immediately give notice by telephone to KMEA's system dispatcher. Such interruptions in service shall not constitute a breach of this Agreement by KMEA, and KMEA shall not be liable to the City for any loss or damage arising from failure, interruption or suspension of service caused by Force Majeure or curtailments ordered by the SPP or under emergency procedures specified by SPP or NERC criteria. The obligation of the City to make payments shall not be subject to delay or excuse by reason of Force Majeure or any other cause or event.
- 6.02 In case of impaired or defective service, the City promptly shall notify KMEA by telephone, and the City also will promptly confirm such telephonic notice in writing within twenty-two (22) hours of such telephonic notice.

Article 7. SUSPENSION OF SERVICE FOR NONPAYMENT

7.01 If the City fails to pay KMEA within the time specified in *Section 4.02* above, KMEA will be unable to pay its energy and electric power (including Electricity) suppliers in full. If a supplier were to discontinue electric service, in whole or in part, the electric service to the City may be suspended. KMEA SHALL NOT BE LIABLE TO THE CITY FOR DAMAGES, WHETHER REGULAR, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHERWISE, FOR ANY SUCH SUSPENSION OF ELECTRICITY SERVICE.

Article 8. RESALE RESTRICTIONS ON PRIVATE BUSINESS USE

8.01 The City represents and warrants to KMEA that the City will not sell in excess of seven percent (7%) of any Electricity sold by KMEA to the City under this Agreement or under any Final Agreement(s) in any manner that would cause such sale to result in any suppliers' facility being deemed to be used for a private business use under the Internal Revenue Code of 1986 and the regulations promulgated thereunder. To that end, the City covenants not to make any resale in excess of seven percent (7%) of Electricity sold by KMEA to the City under this Agreement or any Final Agreement(s) to a purchaser for use or resale by such purchaser, if it would obligate a purchaser to make payments that are not contingent on the output requirements of the purchaser (including but not limited to minimum demand charges) or obligate the purchaser to have output requirement resales that require the purchaser to pay reasonable and customary damages (including liquidated damages) in the event of a default, or to pay a specified amount to terminate the contract or arrangement with the City while the purchaser has requirements, in each case if the amount of the payment is reasonably related to the purchaser's obligations to buy requirements that is discharged by the payment.

8.02 The City shall confirm to KMEA at least annually by December 1st that no resales have been made of the Electricity sold by KMEA to the City under this Agreement or under any Final Agreement(s) other than in compliance with *Section 8.01* above. Nothing contained in *Section 8.01* shall affect the ability of the City to make resales to any persons under any conditions if and to the extent such resales are made from resources other than the Electricity sold to the City by KMEA under this Agreement or under any Final Agreement(s).

Article 9. MISCELLANEOUS

9.01 This Agreement shall be binding upon and inure to the benefit of the successor, legal representative, and assignees of the respective Parties; provided, however, except for the assignment by KMEA as provided in this subsection, neither this Agreement, nor any interest herein shall be transferred or assigned by either Party hereto except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The City acknowledges and agrees that KMEA may assign and pledge all of, or any interest in, KMEA's right, title and interest in and to all payments to be made to KMEA under the provisions of this Agreement, as security for the payment of any obligation of KMEA, including interest thereon, created under any power purchase contract, reimbursement agreement, loan, bond or other instrument (collectively, "*Contract Obligations*"). In connection with such assignment and pledge by KMEA, KMEA may deliver possession of this Agreement to such assignee and pledgee and grant such assignee and pledgee any rights and

remedies herein provided to KMEA, and such assignee and pledgee shall be a third party beneficiary of the covenants and agreements of the City herein contained; provided, however, that nothing herein is intended to allow KMEA in the absence of an event of default under any Contract Obligations, to convey KMEA's operating responsibilities to any such assignee and pledgee.

- 9.02 This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the Parties by such governmental authorities.
- 9.03 This Agreement may be amended from time to time by mutual agreement of KMEA and the City; provided, however, that any such amendment must have the approval, in writing, of the governing boards of each of the Parties, and the written approval of the assignee/pledge, if any, of KMEA's rights, title and interests in and to all payments to be made by the City to KMEA under the provisions of this Agreement.
- 9.04 This Agreement, together with the Appendices attached hereto and made a part hereof, constitutes the entire agreement between KMEA and the City regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between KMEA and the City, whether written or oral.
- 9.05 To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.
- 9.06 This Agreement shall be interpreted, governed and construed under the laws of the State of Kansas, without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

IN WITNESS HEREOF, each of the Parties hereto has executed this Preliminary Power Purchase Agreement on the date set forth above.

CITY OF GARDEN CITY, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

KANSAS MUNICIPAL ENERGY AGENCY

**Robert L. Poehling
General Manager**



MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: January 29, 2013

RE: Electrical Rate Pass-through Adjustment

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
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ISSUE:

Pass through the wholesale power supply rate increase(s) received from the Wheatland Electric Cooperative, which will result in electrical rate adjustments of approximately 10% for all rate classes within Garden City.

BACKGROUND:

Garden City completed a comprehensive cost of service analysis for the electrical rates it charged in the fall of 2011. The City Commission directed staff to adjust the electrical rates in December of 2011 for the first time since 1998. The adjustment included the base charge, energy and capacity for all rate classes. Wholesale purchases of electricity needed for Garden City had risen substantially in the previous several years and with necessary system improvements, the Garden City electric utility could no longer financially absorb the increases. After the City Commission voted to raise the rates based upon the outcome of the cost of service analysis, Wheatland Electric Cooperative notified the City of a 6% increase in wholesale power supply costs that would go into effect January 1, 2012. This financial impact to the electric utility for this 6% increase of \$1,044,948 was not included in the cost of service analysis or in the rate adjustments, because staff was unaware of the impending increase.

On November 29, 2012 the City again received notification from Wheatland Electric Cooperative of an additional 3.15% wholesale power supply increase to Garden City that will be effective January 1, 2013. The estimated financial impact to the electric utility for this 3.15% increase is \$677,156.88

Total increase in power supply costs to Garden City for 2012 and projected 2013 will have a financial impact of \$1,722,140 to the electric utility and cannot be absorbed within the electric budget.

RECOMMENDATION:

Adjust the electrical rates as attached and outlined in section 90 of the Garden City code of ordinances with an effective date as of February 15, 2013 as a pass through wholesale power supply increase from Wheatland Electric Cooperative. There will be no change to the base charge for any rate class.



CITY COMMISSION

DAVID D. CRASE,

Mayor

ROY CESSNA

MELVIN DALE

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Adjust the connection fee for water, sanitary sewer and electric from \$10.00 to \$15.00 and make the \$50.00 deposit for temporary electric meters nonrefundable.

FISCAL IMPACT:

The electric utility is forecasted to only have a cash carry over at the end of 2012 of \$1,181,993 with a negative cash carry over balance at the end of 2013 – requiring the wholesale power supply increase from Wheatland Electric Cooperative to be passed through to Garden City electric utility rate payers to recover the \$1,722,140 in additional power supply costs.

ORDINANCE NO. _____-2013

AN ORDINANCE ESTABLISHING AND AMENDING RATES FOR ELECTRIC SERVICE IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 90-302, 90-303, 90-304, 90-305 AND 90-306; REPEALING CURRENT CODE SECTIONS 90-302, 90-303, 90-304, 90-305 AND 90-306; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 90-302 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-302. Residential service within corporate limits, schedule RE-1.

- (a) *Availability.* Electric service under this schedule is available at points adjacent to the city's existing secondary voltage distribution facilities located within the corporate limits of the city.
- (b) *Application.* Electric service under this schedule is applicable to individually metered domestic service units, including individually metered apartments for domestic purposes. This schedule is not applicable to service units accommodating two or more families, service units where more than three rooms are rented or available for rent to transient or permanent residents, or domestic service units whose premises are utilized for any professional, commercial business or other gainful enterprise including hotels, motels and apartments where service is received through a single meter and the occupant is charged a rental rate that includes electric service. Under such conditions the apartment service units will be served under the general service or other applicable rate.
- (c) *Character of service.* The service coming under this section is alternating current, 60 hertz, single-phase at 120/240 volts.
- (d) *Net monthly rate.* The rates imposed under this section are as follows:
Rate schedule, effective February 15, 2013:
Customer charge, per month\$22.50
Energy charge, per kwh0.1100

SECTION 2. Section 90-303 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-303. Small general service within corporate limits.

- (a) *Availability.* Electric service under this schedule is available at points adjacent to the city's existing distribution facilities located within the corporate limits of the city. Such service is not available for breakdown, standby, supplementary, or resale service.
- (b) *Application.* Electric service under this schedule is applicable to individual metered nondomestic service units requiring standard electric service for nonresidential purposes or where the residential service is not separately metered. Residential complexes serviced through a single service connection, where such is not for the convenience and at the option of the city, shall be billed under this rate schedule. This schedule applies to any customer not qualifying for service under any other schedule whose metered demand does not exceed 17 kw in four billing cycles over 12 continuous billing cycles.
- (c) *Character of service.* The service coming under this section is alternating current, 60 hertz, single- or three-phase, as available standard voltage. The character or service will be 400 amperes maximum.
- (d) *Net monthly rate.* The rates imposed under this section are as follows:
Rate schedule, effective February 15, 2013:

Customer charge, per month\$40.00

Energy charge, per kwh0.0690

SECTION 3. Section 90-304 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-304. Large general service within corporate limits.

- (a) *Availability.* Electric service under this schedule is available at points adjacent to the city's existing distribution facilities located within the corporate limits of the city. Not available for breakdown, standby, or resale service.
- (b) *Application.* Electrical service under this schedule is applicable to any nondomestic customer for all electric service supplied at one location and measured through one meter. A customer's billing demand shall normally exceed 17 kw for four or more billing cycles over 12 continuous billing cycles in order to qualify for this rate schedule, unless otherwise directed by the city manager and director of public utilities.
- (c) *Character of service.* The service coming under this section is alternating current, 60 hertz, single- or three-phase, as available, at the available standard voltage. The character of service will be at the city's discretion.
- (d) *Net monthly rate.* The rates imposed under this section are as follows:
Rate schedule, effective February 15, 2013:

Customer charge, per month\$85.00

Demand charge\$11.86

Energy charge, per kwh0.0690

- (e) *Billing demand.* The billing demand shall be the highest measured 15-minute integrated demand during the current billing month.
- (f) *Power factor adjustment.* The customer will, at all times, maintain at the city's point of delivery a power factor as near unity as practicable. If the power factor for the period during which the billing demand is established is below 95 percent lagging, then the demand as measured will be subject to increase by one-half percent for each one percent that the power factor correction equipment will be such as to prevent, at all times, excessive voltage fluctuations on the city's lines and will be switched with customer's load.

SECTION 4. Section 90-305 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-305. Churches within corporate limits.

- (a) *Rate schedule.* Any church, synagogue, or other place used for the primary purpose of conducting group religious worship, and otherwise qualified for service under schedule LGS, large general service, will be billed at the following net monthly rate:

	June 1, 2012 to May 31, 2013	June 1, 2013 and thereafter
Customer charge, per month	\$15.00	\$15.00
Demand charge	9.45	11.86
Energy charge	0.04875	0.0690

SECTION 5. Section 90-306 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-306 Schools within corporate limits.

- (a) *Rate schedule.* Any school or college otherwise qualified for service under schedule LGS, large general service, will be billed at the following net monthly rate:

	June 1, 2012 to May 31, 2013	June 1, 2013 and thereafter
Customer charge, per month	\$15.00	\$15.00
Demand charge	8.83	11.86
Energy charge	0.04875	0.0690

- (b) *Billing demand.* The billing demand shall be the highest measured 15-minute integrated demand during the current billing month.

SECTION 6. Code of Ordinances Sections 90-302, 90-303, 90-304, 90-305 and 90-306 as previously existing, are hereby repealed, to be replaced as specified in this ordinance.

SECTION 7. That this ordinance shall be in full force and effect after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 5th day of February, 2013.

DAVID D. CRASE, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

ORDINANCE NO. _____-2013

AN ORDINANCE ESTABLISHING FEES FOR UTILITY SERVICES; AMENDING CURRENT CODE SECTIONS 90-84 AND 90-88; REPEALING CURRENT CODE SECTIONS 90-84 AND 90-88; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 90-84 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-84. Meter deposits for permanent and temporary service.

- (a) All new electrical customers shall pay a deposit before power is supplied. All residential customers shall pay a deposit of \$200.00, and all commercial customers shall pay a deposit of \$400.00, except as provided in subsections (b)—(e) below.
- (b) New electrical customers who can provide a credit letter from their previous electric utility which shows that within the last 12 months they had a utility payment history of no more than one late payment, no insufficient funds checks, or no non-pay disconnects and that their final bill was paid on time, shall not be required to post the deposit required by subsection (a).
- (c) In the event that service is to be discontinued as a result of the failure of a customer to pay utility bills, the amount of the deposit may be increased up to an amount equal to two times the normal deposit.
- (d) Meter deposit refund checks which are not cashed by the individuals entitled to receive them within one year of their mailing by the city, and unclaimed meter deposits for accounts that have been inactive over two years, shall be deposited in the appropriate utility fund of the city.
- (e) Any person desiring temporary lighting and power service from the city during construction activities, before permanent power is installed, shall pay a **nonrefundable** deposit of \$50.00 for the meter to secure payment of electricity used. The person applying for temporary service shall pay for the electricity used at the commercial rate.

SECTION 2. Section 90-88 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 90-88. **New customer connection fee.**

A connection fee for all domestic water and/or sanitary sewer service, and for all electric service shall be paid to the city clerk upon making application for such services. The nonrefundable fee shall be **\$15.00** for each domestic water and/or sanitary sewer service connection and **\$15.00** for each electric service connection. The provisions of this section shall

not apply to services that are reconnections of services that have been discontinued for nonpayment, and for landlords who require three (3) days or less for cleaning and refurbishing of a tenant unit.

SECTION 3. Code of Ordinances Sections 90-84 and 90-88 as previously existing, are hereby repealed, to be replaced as specified in this ordinance.

SECTION 4. That this ordinance shall be in full force and effect March 1, 2013, and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 5th day of February, 2013.

DAVID D. CRASE, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS ____ DAY OF _____, 2013)

ORDINANCE NO. _____-2013

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(2).

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in the East Half of Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, the City of Garden City is the owner of the following described land pursuant to K.S.A. 12-520(2), as amended; and

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

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

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

A parcel of land located in the East Half of Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Section 21, thence South 2,254.90 feet; thence west 104.00 feet to the point of Beginning; thence South parallel to the East Line of said Section 21, 750.00 feet; thence West 780.00 feet; thence North on an interior angle of 90°00'00" and parallel to the East line of said Section 21 a distance of 1,496.16 feet; thence S74°26'40"E 809.66 feet; thence South parallel to the East Line of said Section 21, 529.03 feet to the Point of Beginning. Said tract contains 24.84 acres, more or less.

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 5th day of February, 2013.

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

RESOLUTION NO. _____-2013

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF GARDEN CITY, KANSAS, TO SUBMIT APPLICATIONS TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ENHANCEMENT FUNDS SET FORTH BY THE FEDERAL TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY FOR PROJECTS IN GARDEN CITY AND AUTHORIZING THE CITY ENGINEER TO SIGN THE APPLICATIONS.

WHEREAS, the City of Garden City, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Garden City, Kansas, desires to submit applications to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, the City of Garden City, Kansas, is participating in the Kansas Department of Transportation's Transportation Enhancement Program set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, Federal monies are available under a transportation enhancement program set forth by the Federal Transportation Equity Act for the 21st Century; administered by the State of Kansas, Department of Transportation, for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, after appropriate public input and due consideration, the Governing Body of the City of Garden City, Kansas has recommended that applications be submitted to the State of Kansas for the projects set forth below.

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

SECTION 1. That the City of Garden City, Kansas does hereby authorize the City Engineer to submit applications to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of City of Garden City, Kansas. The applications are for a Scenic & Environmental Category project on US-50/400 and a Pedestrian and Bicycle Facility on K-156/Kansas Avenue from Campus Drive east to Leslie Road.

SECTION 2. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the construction of the projects will be available.

SECTION 3. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the projects will be available for the life of the projects.

SECTION 4. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that the City of Garden City, Kansas, will have title or permanent easement to the projects by the time of project lettings.

SECTION 5. That the City Engineer of City of Garden City, Kansas, is authorized to sign the applications to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of the City of Garden City, Kansas. The City Engineer is also authorized to submit additional information as may be required and act as the official representative of the City of Garden City in this and subsequent related activities.

SECTION 6. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that the City of Garden City, Kansas is willing and able to, if the project or projects are selected for funding, administer the designing, letting and construction of the project(s).

ADOPTED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 5th day of February, 2013.

ATTEST:

David D. Crase, Mayor

Celyn N. Hurtado, City Clerk



TRANSPORTATION ENHANCEMENT PROJECT

PEDESTRIAN & BICYCLE FACILITIES CATEGORY

2013

KANSAS AVENUE/K-156 SHARED-USE PATH

PROJECT DETAILS

Engineering Department

Steven F. Cottrell, P.E.
City Engineer

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

Surface Transportation Link

The proposed project has a direct link to surface transportation as it is for a pedestrian/bicycle facility along a state highway, which begins at an existing pedestrian/bicycle facility and ends at a commercial center which includes and connects several motels and restaurants to the pedestrian/bicycle facilities in Garden City.

Designated TE Activity

As a pedestrian/bicycle facility it is one of the 12 federally designated transportation enhancement activities. The project landscaping is also one of the 12 designated activities.

Sponsor

The City of Garden City, Kansas is the project sponsor and owner.

Financial Feasibility

The City will provide local matching funds for construction of the project out of the General Operating Capital Improvement Fund as a budgeted expense, or include the costs in a General Obligation Bond Issue, should this project receive TE funding. The City frequently bonds expensive capital improvements, and this project would fit within our bonding capacity.

Work Phases for Requested Funding

The City requests funding for construction costs only. All engineering costs, preliminary and construction, are being borne by the City.

Proposed Work

We propose to enhance the Pedestrian/Bicycle Facility constructed in 1997, under ISTEA Project No. 28 TE-0084-01, officially named the Bonnie Talley Walking & Wheeling Pathway, and informally called Talley Trail, in northeast Garden City. Starting at the junction of Talley Trail with K-156/Kansas Avenue, at Campus Drive, then running northeast along the northerly side of K-156/Kansas Avenue to Leslie Road, then southeast on Leslie Road to Lareu Road and then southwest on Lareu Road to the AmericInn driveway. The pathway will connect six motels, several restaurants, the Garden City Plaza strip mall, Target, Walmart and The Home Depot.

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www.garden-city.org



Engineering Department

Steven F. Cottrell, P.E.
City Engineer

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

The concept for this Pedestrian/Bicycle Facility is for a 10' wide shared-use concrete pathway along Kansas Avenue. From Campus Drive to Crestway Drive the pathway will be a minimum of 10' behind the curb, and a minimum of 5' behind the curb from Crestway Drive to the northbound ramps at US-50/83/400 interchange except immediately under the US-50/83/400 bridge. Under the bridge, a City & KDOT partnership project 156-28 K-9177-01, K-156 is a 5-lane urban section, which includes permanent concrete barrier walls protecting the bridge piers. The barrier wall is just 10.9 feet from the edge of the outside driving lane. The pathway will utilize the concrete pavement in front of the barrier. Flexible retroreflective delineators are proposed along the streetside edge of the pathway.

Along K-156, when the shared-use path is within 10' of the back of curb, we will include colored/patterned concrete in the intervening space, to eliminate establishment and maintenance of a narrow strip of vegetation. From the Northbound Ramp east to Leslie Road, an existing 5' wide sidewalk, located near the right-of-way, will be widened to provide the 10' pathway.

The pathway on Leslie and Lareu Roads will be 10' wide at the back of curb. Along Leslie Road, an existing 5' wide sidewalk will be widened to provide the 10' pathway.

Handicap ramps will be constructed as necessary along the pathway. The 156-28 K-9177-01 project also constructed a 6' sidewalk on the southerly side of Kansas Avenue from Campus Drive to the commercial entrance east of Crestway Drive.

Some minor landscaping is included in the project consisting of seeding the disturbed areas of the construction limits, to match that existing, and planting beds consisting of low shrubs and ground cover. Low berms may also be provided. Native plants will be included if they fit into the adjacent areas. Drip irrigation will be provided when possible.

Cost Estimate

A detailed cost estimate is attached.

Site Map

A site location map and an aerial photo of the project area are attached.

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SUPPLEMENTAL INFORMATION

Preliminary Plan

Accompanying the application are conceptual drawings of the pathway.

Safety Considerations

As K-156/Kansas Avenue is a 5-lane arterial with a 45 mph speed limit, keeping the shared-use path away from the roadway is highly desirable. The 5' to 10' separation from back of curb to the pathway is provided to reinforce the independent functions of the road and pathway.

Leslie and Lareu Roads are local streets with lower traffic volumes and lower speeds (30 mph). A separation between the back of curb and the shared-use path is not as important.

Legal Impediments

There are no known or foreseeable legal impediments that would prohibit completion of this project. This project will comply with all required codes, standards and regulations. The City Engineering Department has the capability to administer the bidding, construction and contract administration for this project.

Long-term Maintenance

The City Public Works Department, Street Maintenance and Parks Divisions, have the personnel and equipment to maintain this project. There would not be separate specific budget items for maintenance of these improvements; however maintenance of similar improvements is included in the overall street and parks budgets. Street Maintenance personnel would handle repairs to the pathway and signage issues, while Parks Division staff would handle any landscaping maintenance as well as snow removal.

Project Administration & Management

The City Engineering Department is capable of preparing the plans and specifications for this project and will meet the timetable established for this project. Since the initial ISTEAs program, the City Engineering Department has completed nine Transportation Enhancement projects worth a total of \$4 million.

Community Support

An indication of the City's support for this project, and pedestrian/bicycle facilities in general, is the ISTEAs project that constructed Talley Trail and the two other TE projects that have branched off of Talley Trail.

This application has also been authorized by Resolution # ____-2013.

Further indication of local support is the recommendation of the City's Parks and Tree Advisory Board to make this application.

The City solicits public participation in our Capital Improvements Program. Since 2006, one of the suggested projects/programs by the public was establishing pedestrian facilities along major arterials and collectors, including this particular

pathway. This project was an unsuccessful TE application for FY 2009/2010, FY 2011/2012, and ARRA TE funding in 2009.

Several guests of the motels along the way have commented on the need for additional access from the motels to the commercial and dining establishments as well as a link to the Talley Trail for exercise and jogging.



Engineering Department

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City Engineer

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

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PROJECT REQUIREMENTS

- a) The proposed Pedestrian/Bicycle Facility begins at Talley Trail/Campus Drive/K-156 intersection and runs northeast along the northerly side of K-156/Kansas Avenue to Leslie Road, then southeast on Leslie Road to Lareu Road and then southwest on Lareu Road to the AmericInn driveway. The pathway will connect six motels, several restaurants, the Garden City Plaza strip mall, Target and Walmart. Talley Trail was constructed in 1997, under ISTEA Project No. 28 TE-0084-01.
- b) The shared-use Pedestrian/Bicycle facility will be designed in accordance with the 1999 AASHTO Guide for the Development of Bicycle Facilities, and the current ADA/ADAAG guidelines.
- c) The proposed shared-use path runs parallel with K-156, and is offset 5 to 10 feet from the back of curb. A short segment, 163', under the US-50/83/400 bridge is within 1 foot of the nearest travel lane due to the physical constraints of the bridge construction. Along this segment, flexible retroreflective delineators are proposed along the streetside edge of the pathway.

Along K-156, from the Northbound Ramp east to Leslie Road, an existing 5' wide sidewalk located near the right-of-way, will be widened to provide the 10' pathway.

The shared-use path is immediately adjacent to the back of curb on Leslie and Lareu Roads, which are local streets with lower traffic volumes and lower speeds. A separation between the back of curb and the shared-use path is not as important.

- d) The estimated number of pedestrians and/or bicyclists is calculated by using 2 people per room at 20% of the available motel rooms, plus 5% of the 1,221 residents who live in northeast Garden City (based upon 2000 census), who might use this pathway as their trailhead.

- Motel guests: 472 rooms x 2 people/room x 20% = 189
- City residents: 5% of area residents = 61
- Total estimated use = 250

- e) As shown on the accompanying map, the proposed shared-use path begins at Talley Trail/Campus Drive/K-156 intersection and runs nearly a mile to the northeast along the northerly side of K-156/Kansas Avenue to Leslie Road. Talley Trail is a 3.3 mile pathway running from the far west side of the city to the east central part of town.

- f) The pathway will connect six motels, several restaurants, the Garden City Plaza strip mall, Target and Walmart. The path will serve residents in northeast Garden City as an additional trailhead for Talley Trail.



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- g) The proposed facility is a 10' wide shared-use concrete pathway. Street and commercial driveway crossings will be in standard sidewalk crossing locations; thus, additional warning signage will not be required.
- h) The 4 street and 3 commercial driveway crossings will be in standard sidewalk crossing locations. 1 of the commercial driveways and 3 of the street crossings are signalized. Two of the signalized street crossings are at the ramps at the K-156 & US-50/83/400 interchange, as the ramps are one-way, the crossing time is minimal. Pedestrian signals with push button activation will be added at the existing signals. Crosswalk markings are also included. Bike route signage will be included.
- i) The shared-use path will be well lighted at night from existing street lights and from adjacent parking lot lighting.
- j) As shown on the accompanying *Garden City 2020 Trails* map, the proposed shared-use path begins at Talley Trail/Campus Drive/K-156 intersection and runs a mile to the northeast along the northerly side of K-156/Kansas Avenue to Leslie Road. This pathway also connects to an existing pathway heading west on K-156 into central Garden City. Talley Trail is a 3.3 mile pathway running from the far west side of the city to the east central part of town. Future extensions of this trail lead to the north along US-50/83/400 and also out of the City to the northeast.
- k) Benefits from this project will be providing a safe off-road pathway for pedestrians and bicyclists. There are existing dirt foot trails which indicate the need for a safe pedestrian/bicycle facility. The health benefits from walking and biking are widely publicized.
- l) See Supporting Exhibits for documents relating to community awareness and support. Part of the community support is evidenced in the new comprehensive plan, *Garden City 2020*; Goals # 2 and # 3 in Outcome Four: Improved Parks and Recreation, deal with trails and pathways. See attached excerpt.
- m) Environmental quality will benefit from the enhanced landscaping and from the reduction in erosion related to partial filling of the roadside ditch from Crestway Drive to the southbound ramp at US-50/83/400. Tourist/recreational benefits have been described above with the estimated number of users from the motels and general area population.



Engineering Department

Steven F. Cottrell, P.E.
City Engineer

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

SUPPORTING EXHIBITS

- Construction cost estimate
- Site Location Map
- Concept Plan
- Aerial Photo of Project area
- Garden City 2020 Trails map
- City Resolution # ____-2013
- Letters of support from community
- Excerpt from Garden City 2020

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Transportation Enhancement Project

Application Form 2013

PRIMARY CATEGORY: Pedestrian/Bicycle DATE: January 16, 2013

REQUESTOR: City of Garden City PROJECT AREA/LENGTH: 1.02 Sq. ft. aeres miles

GOVERNMENT AGENCY: City of Garden City COUNTY: Finney

PROJECT LOCATION: K-156/Kansas Avenue from Campus Drive northeast to Leslie Road, Leslie Road from K-156 to Lareu Road and Lareu Road 250 feet southwest of Leslie Road

PROJECT DESCRIPTION: 10' x 4" concrete shared-use path along the northerly side of K-156; 10' x 4" colored/patterned concrete between the shared-use path and back of curb along part of route; minor landscaping

COST ESTIMATE:	Current 2013 Cost
Construction Cost:	\$ <u> 716,000 </u>
Right-of-Way Cost:	\$ <u> - </u>
Utility Adjustment Cost:	\$ <u> - </u>
Construction Engineering:	\$ <u> 107,400 </u>
2013 TOTAL PROJECT COST:	\$ <u> 823,400 </u>

 Steven F. Cottrell, P.E.
Contact Person

 City Engineer
Title

 301 N. 8th Street
Street Address

 P.O. Box 998
Mailing Address

 Garden City KS 67846
City and Zip Code

Phone # (620) 276-1130

Fax # (620) 276-1137

email address: steve.cottrell@gardencityks.us

Federal Aid Requested: 80 %

Local Match * 20 %
* Minimum of 20%

Signature of Contact Person

Please circle any secondary categories:

- Scenic & Environmental items
- Pedestrian/Bicycle items
- Historic items

Postmark by February 15th, 2013 to:

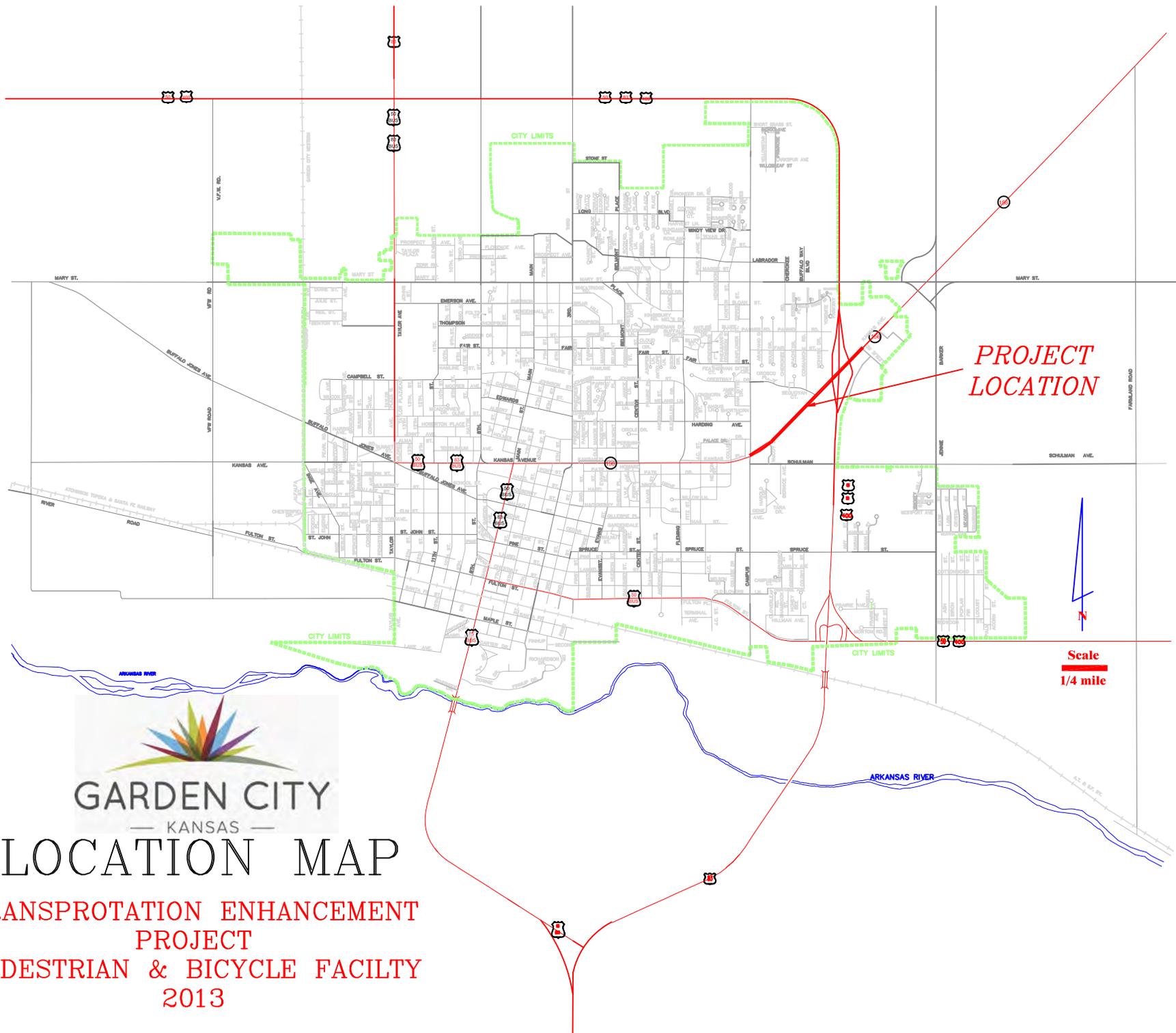
Kansas Dept. of Transportation
Eisenhower State Office Building
Bureau of Transportation Planning
700 SW Harison Street
Topeka, KS 66603-3754

2013 ~ TE PROJECT APPLICATION
 K-156/Kansas Ave Pedestrian-Bicycle Facility

1/16/2013

Estimate by: Steve Cottrell

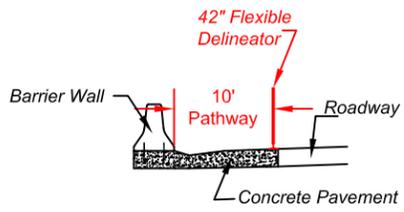
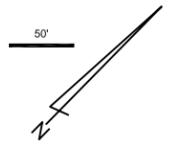
Item	Quantity	Unit	Unit Cost	Amount
Embankment	5150	CY	\$ 15.00	\$ 77,250.00
4" concrete pathway	4835	SY	\$ 35.00	\$ 169,225.00
4" colored/patterned concrete	1460	SY	\$ 85.00	\$ 124,100.00
Sidewalk ramps	11	Ea	\$ 900.00	\$ 9,900.00
RCB extension	10	LF	\$ 500.00	\$ 5,000.00
24" RCP	375	LF	\$ 75.00	\$ 28,125.00
Crosswalk markings	544	LF	\$ 20.00	\$ 10,880.00
Traffic Signal Signal Modifications	4	Ea	\$ 40,000.00	\$ 160,000.00
42" Flexible Delineators	1	LS	\$ 7,500.00	\$ 7,500.00
Signs	1	LS	\$ 7,000.00	\$ 7,000.00
Seeding, Fescue	0.6	Ac	\$ 7,500.00	\$ 4,500.00
Seeding, roadside mix	0.5	Ac	\$ 1,750.00	\$ 875.00
Turf Irrigation system	1	LS	\$ 30,000.00	\$ 30,000.00
Drip Irrigation system	1	LS	\$ 7,500.00	\$ 7,500.00
Water meters	1	Ea	\$ 900.00	\$ 900.00
Planter bed preparation	1	LS	\$ 5,000.00	\$ 5,000.00
Ground cover plants & shrubs	1	LS	\$ 3,000.00	\$ 3,000.00
			Subtotal	\$ 650,755.00
			Contengencies 10%	\$ 65,100.00
			Total	\$ 716,000.00



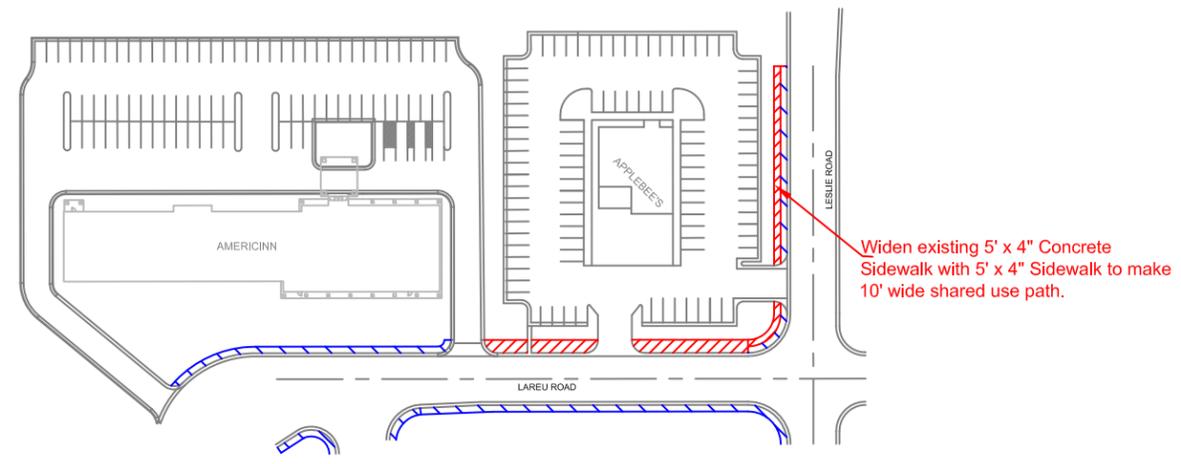
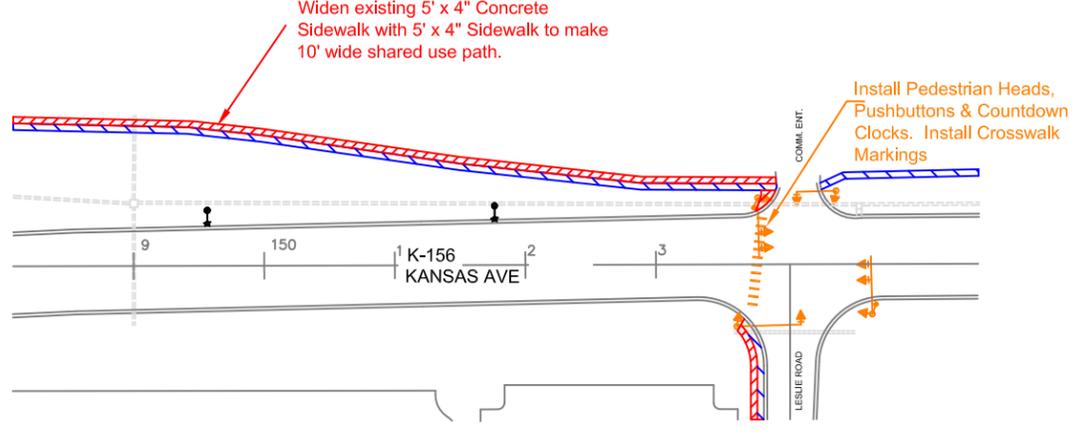
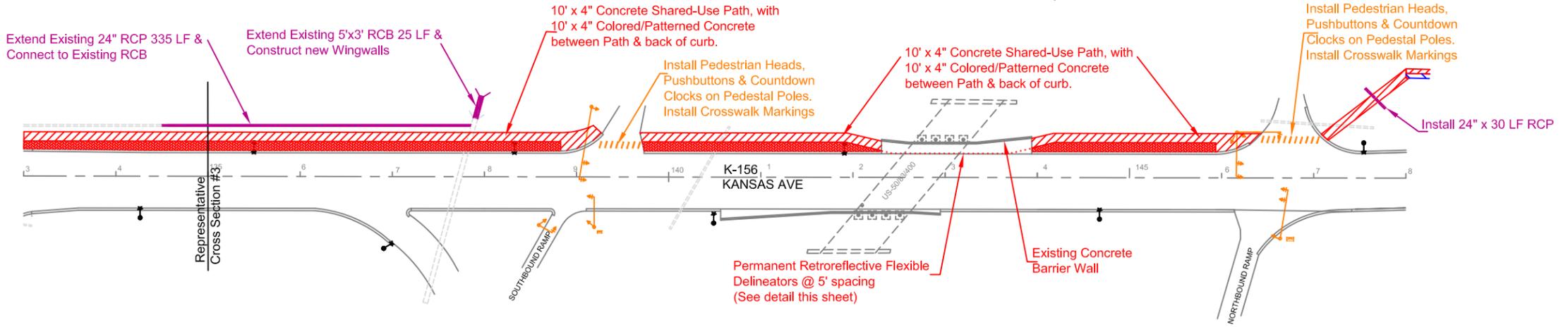
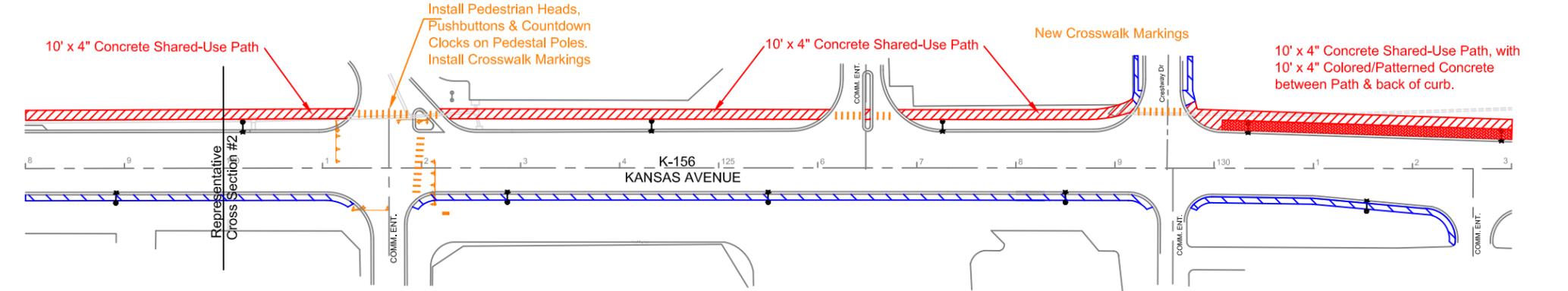
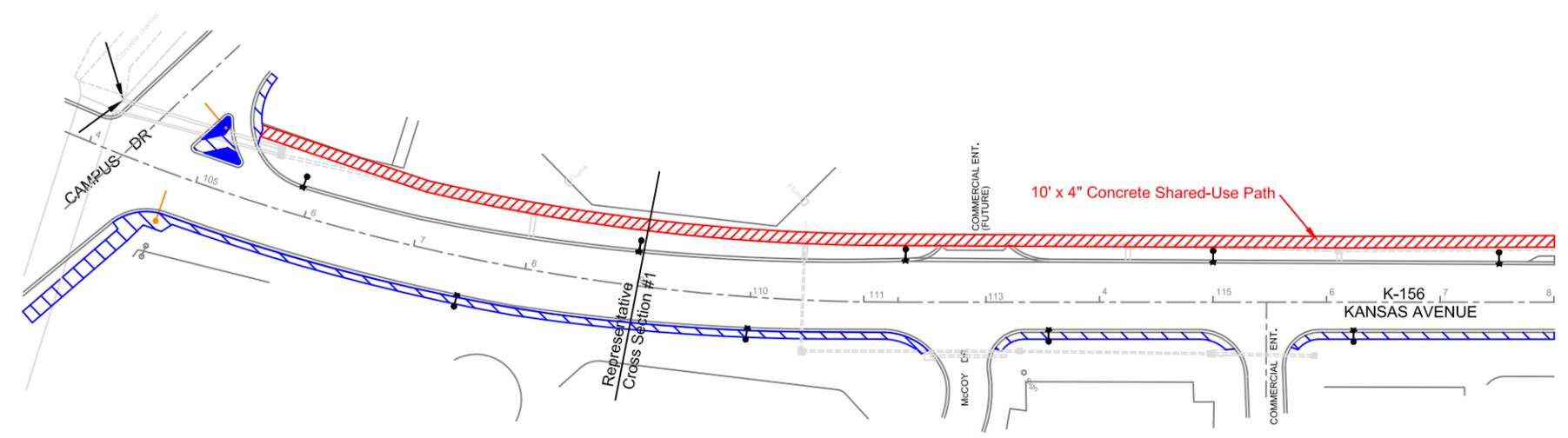
LOCATION MAP

TRANSPROTATION ENHANCEMENT
PROJECT
PEDESTRIAN & BICYCLE FACILTY
2013

-  Existing Sidewalk
-  10' Shared-Use Concrete Path
-  Colored/Patterned Concrete
-  Traffic Signal (exist)
-  Street Light (exist)



TYPICAL SECTION ALONG BARRIER WALL (NTS)



TRANSPORTATION ENHANCEMENT
 APPLICATION ~ 2013
**K-156/KANSAS AVENUE
 PEDESTRIAN-BICYCLE FACILITY**

OUTCOME FOUR: IMPROVED PARKS AND RECREATION

INTRODUCTION

A park is a public area that is used for recreational purposes. Parks are designed to provide residents of all ages places to play, frolic, relax, and enjoy the natural environment. Garden City's existing parks and trails offer residents a wide range of recreation options and activities. Steven's Park is a beautiful, signature park located in the heart of the community. This park includes a band shell and moveable seating. A. Harold Long Park, with its walking track and playground, is popular with adjacent residents and avid walkers. The newer Forest Lake Park, located just south of Mary Street in northwest Garden City, is picturesque with large mature trees, a winding path, and scenic views. Garden City's recreation programs are just as impressive. With numerous youth sports programs and excellent active recreation facilities, Garden City's existing parks, trails, and recreation facilities are well-utilized and extremely popular with area residents.

The National Recreation and Park Association's 1996 document titled Park, Recreation, Open Space and Greenway Guidelines has served as a primary reference for defining park guidelines and standards and is used by both park designers and park planners. This document suggests that a community's park system should contain ten acres of public open space per every one thousand (1,000) residents. In addition to defining park standards, the document also includes a park classification system. The size of a park strongly affects the type of uses available, the service area, and the site characteristics.

Mini-Park

A mini-park is typically one acre or less and is intended to serve less than a quarter-mile radius. Mini-parks are designed to include specialized facilities for a specific population group (i.e. senior citizens or children). Mini-parks are typically found near higher density residential developments or near elderly housing centers.

Neighborhood Park

A neighborhood park is typically 15 or more acres and is intended to serve a single neighborhood, a one-half mile radius, or a population of approximately 5,000 residents. Neighborhood parks are designed to provide areas for both active recreation activities (i.e. playgrounds, field games) and passive recreation activities (i.e. picnicking, trails). Neighborhood parks should be strategically placed within the center of several neighborhoods so that they are easily accessible to all surrounding residents.

Community Park

A community park is typically 25 or more acres. Community parks are designed to provide a broad range of active and passive recreation activities. Common community park features include: ball fields, large swimming pools, playgrounds, walking trails, natural areas, water bodies, and picnicking areas. Community park uses are primarily defined by site suitability and community needs.

Regional Park

A regional park is typically 200 or more acres and is intended to serve several communities. Regional parks are often found along a natural resource and typically support boating, camping, fishing, picnicking, swimming, a variety of trails, and play areas.

"IT HAS BEEN FULLY ESTABLISHED THAT ... A LOCAL PARK OF SUITABLE SIZE, LOCATION, AND CHARACTER, AND OF WHICH THE PROPER PUBLIC MAINTENANCE IS REASONABLY ASSURED, ADDS MORE TO THE VALUE OF THE REMAINING LAND IN THE RESIDENTIAL AREA WHICH IT SERVES THAN THE VALUE OF THE LAND WITHDRAWN TO CREATE IT."

-- FREDRICK LAW OLMSTED JR.

Benefits of Parks

Frederick Law Olmsted, who designed Central Park in Manhattan, New York and is known as the forefather of American park design, believed that parks offered social benefits, public health benefits, and economic benefits. In 1868 when Olmsted was designing a park plan for Riverside, Chicago, he informed future developers of the "vast increase in value of eligible sites for dwellings near public parks." These beliefs and practices were carried on by his son, Frederick Law Olmsted, Jr. In 1919 Olmsted, Jr. is quoted as saying, "It has been fully established that ... a local park of suitable size, location, and character, and of which the proper public maintenance is reasonably assured, adds more to the value of the remaining land in the residential area which it serves than the value of the land withdrawn to create it."

These early assumptions have been validated. John L. Crompton, a professor at Texas A&M University, recently completed a thorough review of 25 different studies and discovered that 20 of these 25 studies suggest that parks and open spaces increased values of adjacent properties. Higher home values translate to higher property taxes for municipalities. In some cases, the increased property taxes were significant enough to offset the annual debt charges on the park's acquisition and development bonds. This means that the cost to acquire the land and develop the improvements occur without any longterm cost to the community.

Multiple studies have also validated the notion that when given the choice, people prefer to buy homes close to parks and open spaces. Correll's prominent report, "The Effects of Greenbelts on Residential Property Values: Some Findings on the Political Economy of Open Space" evaluated the relationship between proximity of the greenbelt to property value. The conclusions of the study indicate that every foot farther removed from the greenbelt resulted in a \$4.20 decrease in the price of residential property and that homes located adjacent to the greenbelt were worth 32 percent more than those located 3,200 feet away from the greenbelt.

A study conducted for the National Association of Realtors by Public Opinion Strategies in 2001 found that 50 percent of respondents said that they would pay 10 percent more for a house if it was located near a park or other protected and preserved open space. This same study also indicates that 57 percent of respondents said that if they were looking to purchase a home, they would be more likely to choose a neighborhood if it was close to parks and open spaces.

Parks and trails also offer social benefits. Parks and trails encourage community engagement by creating environments that are conducive for socialization and spontaneous encounters. Park gatherings and trail interactions help build rapport, trust, and strengthen concern for community members. Parks and trails also improve public health because they provide a convenient venue for physical exercise and activity.

Active Recreation vs. Passive Recreation

Active recreation is generally defined as recreation activities that take place on an athletic field. Examples of active recreation include soccer, football, softball, baseball, lacrosse, and golf. Passive recreation is generally defined as recreation activities that occur on undeveloped land. Examples of passive recreation include hiking, picnicking, fishing, horseback riding, and bird watching.



CALL TO ACTION -- GOALS AND GUIDING PRINCIPLES

GOAL #1

Parks and recreation will be a priority in Garden City. Establishing long-range stewardship, maintenance, and management practices that will enhance and sustain the park system is integral.

GUIDING PRINCIPLES

- Parks should be recognized as capital improvements – like roads – that need to be maintained, repaired, and beautified on a regular basis.
- Primary destination facilities, like Stevens Park or the softball complex, should have strategic plans for upkeep and renovation.
- Parks should be used as an economic development tool. Parks possess economic value for the community. Parks and trails improve property values and often times can serve as a catalyst for future development.

IMPLEMENTATION STRATEGIES FOR GOAL #1

Recommendation	Complete
Develop a program for neighborhood-level park 'adoption' to assist in maintenance and increased usage.	
Initiate an update of the city's park plan.	
Initiate an update of the city's recreation plan.	
Refinish the bottom of the Municipal Pool.	
Paint a hopscotch game in Stevens Park.	
Continue making improvements and adding exhibits to the Lee Richardson Zoo.	

GOAL #2

All Garden City residents should have easy access to a varied and diverse set of park and recreation experiences. Creating a park and trail network throughout the community promotes healthy living and puts the "Garden" back in Garden City.

GUIDING PRINCIPLES

- All new residential development should include formal green spaces within the development. Future city parks should be located in areas that are currently underserved (homes more than one mile from a park).

- Developing a balance of passive and active parks within the city ensures appropriate diversity of facilities.
- All Garden City residents should have access to recreation facilities.

IMPLEMENTATION STRATEGIES FOR GOAL #2

Recommendation	Complete
Require new subdivisions to include public green space that is within walking distance of every home (within one mile).	
Work with middle and high schools to initiate a citywide marketing effort to increase trail and park usage and promote healthy living.	
Solicit citizen input in the design, development, and maintenance of parks, trails, and open spaces.	
Develop a public-private partnership to sponsor fitness and wellness fairs that provide healthy living education and low-cost, basic medical services.	
Create and distribute a list of community clubs, organizations, and social networks (coffee groups) once a year for those interested in additional activities.	

GOAL #3

Garden City should have a green "footprint" of interconnected parks and trails. Fostering a natural network of green connections will expand the sustainable character of Garden City.

GUIDING PRINCIPLES

- Residents should have an opportunity to utilize parks, trails, and sidewalks as an alternative mode of transportation throughout the entire community.
- Educational facilities and employment centers should serve as hubs for the green network in the community. These facilities are high traffic areas for potential park and trail users.
- Adequate provision of park user facilities such as restrooms, benches, trashcans, and signage is crucial in developing a successful park system.

IMPLEMENTATION STRATEGIES FOR GOAL #3

Recommendation	Complete
In places where sidewalks do not exist, establish a plan to add sidewalks or paint walking or bike lanes along the street.	

PROFESSIONAL REFLECTION

To its credit, Garden City's Park Division and its Recreation Commission have both provided residents with top quality facilities and recreation activities. A recent community survey indicated broad support for both programs. Residents clearly value what they have in terms of park and recreation amenities, but they also seem to understand how an excellent parks system enhances a community's quality of life and how it can differentiate Garden City from other regional communities.

The citizen-inspired recommendations do not suggest significant or major changes and improvements. Rather, these recommendations generally consist of minor improvements that enhance an already strong and successful park and recreation offering.

The basic building blocks of a popular and successful park system appear to be in place. Garden City has a variety of neighborhood parks, an excellent regional park, a well-traveled pedestrian trail, and a nice blend of active and passive recreation opportunities. The citizen-inspired and professional-inspired recommendations seek to gradually and incrementally build upon its assets and transform an already successful park and recreation system into the region's best.

Finally, the streets of our cities and towns are an important part of the livability of our communities. They ought to be for everyone, whether young or old, motorist or bicyclist, walker or wheelchair user, bus rider or shopkeeper. But too many of our streets are designed only for speeding cars, or worse, creeping traffic jams.

Communities across the country are moving to "complete the streets." States, cities and towns are asking their planners and engineers to build road networks that are safer, more livable, and welcoming to everyone. Garden City should institute a complete streets policy that ensures consistency in design and operation of the entire roadway, with all users in mind -- bicyclists, public transportation vehicles and riders, and pedestrians of all ages.

IMPROVED PARKS AND RECREATION CITIZEN EXPERIENCE

Approximately 60 residents participated in the Improved Parks and Recreation outcome meetings. Participants first listened to a short presentation that focused on the different types of parks and the benefits of parks. Meeting attendees were then divided into small groups and were asked to view a large aerial image that highlighted Garden City's existing parks and trails. Participants worked through a variety of activities and exercises that included identification of future park locations, locations for an extension to the Talley Trail, and completing a rendition of their "ideal" park. Finally, participants were asked to list and describe improvements and recommendations for Garden City's existing parks based on what they learned about parks and recreation during the meeting. Over 100 citizen-source recommendations were gathered.

IMPROVED PARKS CITIZEN RECOMMENDATIONS:

General Park Recommendations

- Consistently clean up the trash and maintain the landscaping.
- Integrate additional water fountains into all parks and recreation facilities.

Garden City Recreation Activity Center

- Expand the wellness center.
- Add an indoor pool.
- Add recreation courts.

Finnup Park

- Improve the entrance to the zoo.
- Continue making improvements to zoo exhibits and facilities.
- Incorporate a sprayground or fountain at the new zoo entrance.
- Incorporate a splash-pad activity into the park.
- Include a walking path with distance markers.
- Improve the restroom facilities.

Lions Park

- Re-coat the athletic courts.
- The park needs new fencing.

Talley Trail

- Integrate water fountains for dogs and people along the trail.
- Add unisex bathrooms along the trail.
- Expand, expand, expand! The trail is one of the best additions to the community in 20 years, keep it growing.
- Extend the trail east of the bypass
- Add a bridge for pedestrians at Kansas Ave. near G.C.C.C.
- Increase marketing efforts to promote the trail.
- Extend the trail north and south throughout the entire city to places like the zoo, new high school, and other local schools.

City Dog Park

- Add more fire hydrants.
- Add a water fountain for dogs and people.
- Trash needs to be removed more consistently.

Clint Lightner Baseball Complex

- This facility should be developed as a regional destination for outside events.
- Improve parking access and general landscaping.

Deane Wiley Softball Field

- Improve the seats, concession stand, and parking lot.
- Create a green area for children who are not participating in the games that is safe and fun.
- Expand the walking trail.
- Plant more trees, the park needs more shade.
- Place additional benches near the equipment.



TRANSPORTATION ENHANCEMENT PROJECT

SCENIC & ENVIRONMENTAL CATEGORY

2013

US-50/400 LANDSCAPING

PROJECT DETAILS

Engineering Department

Surface Transportation Link

The proposed project has a direct link to surface transportation as it is for landscaping and other scenic beautification along a state highway.

Steven F. Cottrell, P.E.
City Engineer

Designated TE Activity

As a landscaping and other scenic beautification project it is one of the 12 federally designated transportation enhancement activities.

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

Sponsor

The City of Garden City, Kansas is the project sponsor. KDOT is the owner of the highway right-of-way. The City will enter into the appropriate agreement with KDOT for maintenance of the project.

Financial Feasibility

The City will provide local matching funds for construction of the project out of the General Operating Capital Improvement Fund as a budgeted expense, or include the costs in a General Obligation Bond Issue, should this project receive TE funding. The City frequently bonds expensive capital improvements, and this project would fit within our bonding capacity.

Work Phases for Requested Funding

The City requests funding for construction costs only. All engineering costs, preliminary and construction, are being borne 100% by the City.

Proposed Work

The proposed project will expand the existing “streetscape”, currently at the interchange and along a portion of the south right-of-way of US-50/400 with new landscaping. Berms, low shrubs and groundcover in landscape beds, areas of wildflowers will be over-seeded in the existing roadside vegetation. Trees will be strategically located. Drip irrigation will be provided to ensure sustainability. Short segments of Split Rail fencing at berms will be included.

The original streetscape work on US-50B/Fulton Street was completed under two previous Transportation Enhancement projects – 28 TE-0062-01 and 28 TE-0101-8-01. In 2003 the City and Wind River Grain, LLC added landscaping just east of the interchange on the south side.

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



Cost Estimate

A detailed cost estimate is attached.

Site Map

A site location map is attached.

**Engineering
Department**

Steven F. Cottrell, P.E.
City Engineer

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

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SUPPLEMENTAL INFORMATION

Preliminary Plan

The preliminary layout on aerial photography accompanies this application.

Safety Considerations

No known or foreseeable safety issues exist that would prohibit completion of this project. The AASHTO Roadside Design Manual will be used in the design process. This project will comply with all required codes, standards and regulations.

Legal Impediments

There are no known or foreseeable legal impediments that would prohibit completion of this project. This project will comply with all required codes, standards and regulations. The City Engineering Department has the capability to administer the bidding, construction and contract administration for this project.

Long-term Maintenance

The City Public Works Department, Street Maintenance and Parks Divisions, have the personnel and equipment to maintain this project. There would not be separate specific budget items for maintenance of these improvements; however maintenance of similar improvements is included in the overall street and parks budgets. Street Maintenance personnel would handle repairs to the hardscape items, while Parks Division staff would handle any landscaping maintenance.

Project Administration & Management

The City Engineering Department is capable of preparing the plans and specifications for this project and will meet the timetable established for this project. Since the initial ISTE program, the City Engineering Department has completed nine Transportation Enhancement projects worth a total of \$4 million.

Community Support

An indication of the City's support for this project, are the five constructed and two planned TE projects for landscaping, and/or historic and pathway projects that had significant landscaping elements, at various locations around the City.

This application has also been authorized by Resolution # _____-2013.

The City solicits public participation in our Capital Improvements Program. Since 2006, the public has suggested projects/programs for landscaping improvements along major arterials and collectors. This specific project has been included in the CIP since 2007.



Engineering Department

Steven F. Cottrell, P.E.
City Engineer

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

PROJECT REQUIREMENTS

- a) The proposed Scenic & Environmental project will enhance and extend the existing “streetscape”, currently only on a short segment of US-50/400 with new landscaping beds, wildflower plantings and trees. Low shrubs and groundcover, in a mixture of types and colors, will be planted in the bermed landscaping beds. Large areas of wildflowers will be overseeded in the existing roadside vegetation. Drip irrigation will be provided to ensure sustainability during dry periods. Split Rail fencing at the landscaping beds will be included.
- b) The proposed project is compatible with the City of Garden City the new Comprehensive Plan -- Garden City 2020, Outcome 5: Increased Emphasis on Community Entryways, so enhancements to this corridor are in keeping with the plan.
- c) The visual impact provided will contain multi-colored shrubs, wildflowers and plants that are Native to Kansas. The planting beds and trees will be maintained by the City Parks Division, and as necessary, plants will be replaced.
- d) The plantings will improve the aesthetics and appearance of the right-of-way with the mixture of types and colors included. With maintenance by the City, the plantings will not be neglected and will remain vibrant. The new split rail fence will be more aesthetically pleasing than the existing barbed wire fence, which catches windblown debris.

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SUPPORTING EXHIBITS

- Construction cost estimate
- Site Location Map
- Concept Plan
- Aerial Photo of Project area
- City Resolution # _____-2013
- Letters of support from the community

Engineering Department

Steven F. Cottrell, P.E.
City Engineer

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

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Transportation Enhancement Project

Application Form 2013

PRIMARY CATEGORY: Scenic & Environmental DATE: January 16, 2013

REQUESTOR: City of Garden City PROJECT AREA/LENGTH: 1.5 miles

GOVERNMENT AGENCY: City of Garden City COUNTY: Finney

PROJECT LOCATION: US-50/400 from US-83 south interchange east to Farmland Road

PROJECT DESCRIPTION: Add landscaping along US-50/400 with berms, shrubbery, planter beds, trees, drip irrigation and split rail fencing

COST ESTIMATE:	Current 2013 Cost
Construction Cost:	\$ _____
Right-of-Way Cost:	\$ _____ -
Utility Adjustment Cost:	\$ _____ -
Construction Engineering:	\$ _____ -
2013 TOTAL PROJECT COST:	\$ _____ -

Steven F. Cottrell, P.E.
Contact Person

City Engineer
Title

301 N. 8th Street
Street Address

P.O. Box 998
Mailing Address

Garden City KS 67846
City and Zip Code

Phone # (620) 276-1130

Fax # (620) 276-1137

email address: steve.cottrell@gardencityks.us

Federal Aid Requested: 80 %

Local Match * 20 %
* Minimum of 20%

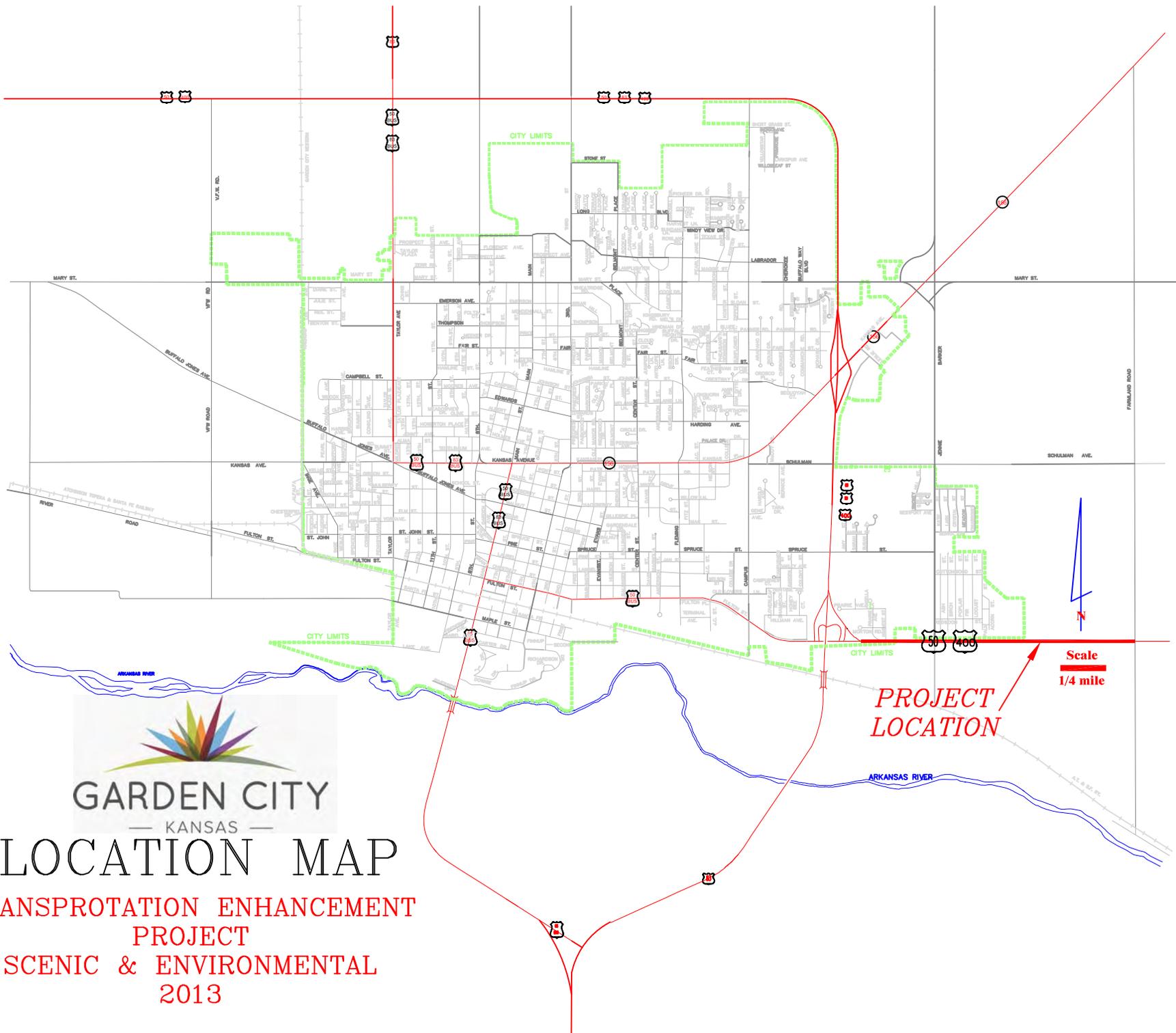
Signature of Contact Person

Please circle any secondary categories:

- Scenic & Environmental items
- Pedestrian/Bicycle items
- Historic items

Postmark by February 15th, 2013 to:

Kansas Dept. of Transportation
Eisenhower State Office Building
Bureau of Program & Project Management
700 SW Harison Street
Topeka, KS 66603-3754



LOCATION MAP

TRANSPROTATION ENHANCEMENT
PROJECT
SCENIC & ENVIRONMENTAL
2013

OUTCOME FIVE: INCREASED EMPHASIS ON COMMUNITY ENTRYWAYS

INTRODUCTION

A gateway is an entrance or entryway into a community. However, a successful gateway embodies significantly more than just a sign with the name of the community on it. Gateways serve as the front door of a community and therefore are responsible for establishing a first impression to visitors as they enter into a community. While an attractive entryway monument or sign might capture a visitor's attention, the design and layout of the gateway needs to encourage these visitors to stop, explore, and eventually leave with a definitive image – and positive first impression – of the community.

Gateways are categorized as either primary or secondary. Primary gateways receive higher traffic volumes, are characterized as being more developed, and are located in more prominent areas of the community. These gateways are more likely to be utilized by both residents and visitors. Garden City contains four primary gateways. The northern gateway is located in northwest Garden City at the intersection of Mary Street and Taylor Street as is the likely entrance point for visitors from the north and west. The southern gateway into the city, located at Main Street and the south city limits, ushers in visitors from southern Finney County and greater southwest Kansas. This gateway is in close proximity to downtown, Lee Richardson Zoo, Finney County Fairgrounds, and a ball field complex. The eastern gateway, generally located at the intersection of Kansas Avenue and Highway 156, serves as an entryway from eastern Kansas. The southeast gateway, east of intersection Highway 50 and Highway 83, is a prominent entryway for visitors coming from the airport, Dodge City, or Witchita.

Secondary gateways receive lower traffic volumes, are characterized as being less developed, and are located in less prominent areas of the community. These gateways are more likely to be utilized by residents. Garden City contains one secondary gateway, which is located at the intersection of Kansas Avenue and Main Street. This gateway serves as an entryway into the greater downtown area and is the most aesthetically pleasing of all Garden City's gateways.

If a gateway is a community's jacket cover, then it's brand is its message or story. An effective brand tells an interesting story about a community. If done well, a strong brand can distinguish your town from other communities. It sets you apart and personalized the message that you want both residents and visitors to understand. If your brand is especially effective it can put your community on the map and be a regional – or even national – discussion piece. Ideally, your brand describes your community's greatest strengths and its greatest capabilities. Quite simply, it describes what you do best.

The Byline Group is a consulting firm that specializes in creating brands and taglines for both companies and communities. This firm has identified four key components of a successful brand.

Attributes

- Does the brand express a city's character, affinity, style, and personality?

Message

- Does the brand tell a story in a clever, fun, and memorable way?

Differentiation

- Is it unique and original?

Ambassadorship

- Does it inspire you to visit there, live there, or learn more?

“PEOPLE MAKE INTUITIVE SNAP DECISIONS ABOUT NEW PLACES...WHEN WE TRAVEL TO A NEW CITY, FOR EXAMPLE, OUR IMPRESSIONS ARE MOST LIKELY FORMED BY THE FIRST IMAGE WE SEE ON ARRIVAL AND THE LAST BEFORE HEADING HOME.”

-- DENNIS JERKE

CALL TO ACTION -- GOALS AND GUIDING PRINCIPLES

GOAL #1

Community entryways are the pillars to first impressions in a community. The entryways in Garden City should project a positive brand and image, represent the local heritage, and encourage visitors to find out more.

GUIDING PRINCIPLES

- Design should be coordinated among all community entryways, however each entryway should maintain or represent a unique element of the community.
- Entryway features should be constructed from high quality and lasting materials.
- Community input should be incorporated into the eventual design of each entryway. In addition, the diversity of the community should also be represented in entryway design concepts.

IMPLEMENTATION STRATEGIES FOR GOAL #1

Recommendation	Complete
Establish commercial-use and signage design guidelines for gateway areas.	
Establish a gateway art program that encourages the integration of local art into community entryways.	
Strategically position wayfinding signage around gateways to promote 'stop-and-stay' image for visitors rather than a 'drive-through' image.	

GOAL #2

Brand and image are intangible, yet very identifiable, elements of every community. Garden City should have a clever, identifiable brand that manifest itself in both entryways and major community corridors.

GUIDING PRINCIPLES

- The brand of the community should combine the long cultural heritage with future aspirations.
- Residents of Garden City should be able to easily identify and associate with the community brand. The brand should be incorporated into all community entryways.
- Successful brands have two layers. The first provides an instant first impression of the community. The second, rewards those individuals who "dig deeper," as the brand should incorporate elements of the community's history.

IMPLEMENTATION STRATEGIES FOR GOAL #2

Recommendation	Complete
Work with the Chamber of Commerce to Initiate a community-wide branding study to develop a new city brand, logo, and slogan.	
Establish a city-wide wayfinding program that integrates new signage, consistent design, and highlights the amenities throughout the city.	
Establish design guidelines for Kansas Avenue for new commercial properties.	
Establish a street tree program for major corridors.	

GOAL #3

Entryways are not just for visitors. Garden City residents should have access to, and desire to visit, their community entryways. Entryways should incorporate public amenities like parks and be connected to the great city by sidewalks and trails.

GUIDING PRINCIPLES

- Each community entryway should include formal green space with pedestrian amenities (benches, trash cans, etc...)
- Each community entryway should be accessible to pedestrians and bikes by sidewalk or trail connections.

IMPLEMENTATION STRATEGIES FOR GOAL #3

Recommendation	Complete
Trails and / or sidewalks should be extended to entryways as they are newly designed.	
Incorporate new parks or formal green spaces into each of the community entryways.	

PROFESSIONAL REFLECTION

Enhancing gateways requires more effort than simply placing an attractive community sign along a busy corridor. While an aesthetic sign might garner visual interest by a passing traveler, a truly successful gateway establishes a connection that encourages visitors to explore and acquaint themselves with the community.

Designing a unique monument and logo for Garden City that appeals to all members of the community will be challenging. The results of the visual preference survey indicate while some logos and monuments were preferred, no single logo and monument were universally supported. However, the information and recommendations contained within the chapter provide an excellent foundation when Garden City decides to initiate a formal rebranding effort.

We learned during our gateway enhancement prioritization exercise that residents believe the southeast gateway (near the intersection of Jennie Barker Road and Highway 50) is in most need of improvements. Currently it has an inconsistent development pattern, incompatible land uses, an idle packing plant, and the city's largest mobile home park, all of which present challenges and will make any redevelopment efforts more complicated. However, the citizens understand the vitality and importance of this gateway because it is the primary 'front door' from those who enter Garden City from the airport and eastern Kansas. Any improvements to this gateway will certainly enhance the first impression of visitors.

As a starting point, participants in the outcome meeting identified their favorite monuments and logos from the examples provided. If we draw conclusions from those most popular, we can see that Garden City residents value high quality materials and want to project a colorful and lively image to the outside world. As the city continues to explore image and branding solutions, these examples can and should serve as inspiration for future efforts.

Finally, let's take a look at a few well-known community brands and evaluate them against the Byline Group's list of key brand components.

What Happens Here, Stays Here

Good chance you know the brand of this city. Las Vegas flaunts this well recognized brand through extensive marketing efforts. The attributes of this brand are consistent with Las Vegas's image of being an adult playground. The message is unique, clever, and risqué and while it might not inspire many to want to move to Las Vegas, it certainly appeals to visitors. A recent survey asked marketing professionals to rate their favorite community brands. This brand – What Happens Here, Stays Here – was the favorite. If we measure the efficacy of this brand by the Byline Group's key components of a successful brand the results would suggest that Las Vegas has a very strong brand.

The Sweetest Place on Earth

Hershey, Pennsylvania is taking advantage of its historic roots and has developed a brand that capitalizes on the location of Hershey Chocolate. In this case, 'sweetest' refers both to the chocolate company and to the friendliness of its residents. This brand is cute, memorable, and is a clever double entendre.

Rare. Well done.

Omaha is a steak town and its brand reflects that. Two words, often used to describe how people like their steak prepared, are joined together to form a memorable brand. The brand message is fun, unique, and speaks to the character of the community.

EMPHASIS ON COMMUNITY ENTRYWAYS CITIZEN EXPERIENCE

Approximately 50 residents participated in the Increased Emphasis on Community Entryways outcome meetings. After learning about the different elements of community image and brand, participants took part in several interactive exercises.

Spend City Dollars to Enhance Garden City's Gateways

Meeting attendees were then divided into small groups and were asked to spend "city dollars" enhancing and improving Garden City's gateways. Each participant received \$1,000 (Monopoly) and was then asked to allocate money for gateway improvements. Residents could choose to spend all of their improvement dollars on a single gateway or they could divide it between several gateways. Participants were intentionally given a fixed amount of funds to simulate the finite amount of resources that cities have to beautify and enhance their gateways.

The results indicate that the southeast gateway (east of intersection Highway 50 and Highway 83) is the most prominent and the most in need of improvements. The northern gateway (intersection of Mary Street and Taylor Street) received the second highest amount of improvement money. The southern gateway (Main Street and to the south city limits) received the third highest amount of enhancement money. The eastern gateway (intersection of Kansas Avenue and Highway 156) received the fourth highest amount of improvement money. Finally, the downtown gateway (Kansas Avenue and Main Street) received the least amount of gateway enhancement funds.

Visual Preference Survey – Gateway Monuments

The gateway monument visual preference survey presented a broad variety of community entryway signs to the meeting participants. Each attendee was asked to rate the overall aesthetics of the gateway monuments. Eight vastly different gateway monument signs were presented and the participants had the choice of ratings the monuments very good, good, acceptable, poor, and very poor. The highest rated monument and city logo results of this exercise can be seen on the following pages, the others can be found in Appendix C.

Visual Preference Survey – City Logos

The city logo visual preference survey presented a broad variety of city logos to the meeting participants. Each attendee was asked to rate the overall aesthetics of the city logo. Eight vastly different city logos were presented and the participants had the choice of rating the logo very

good, good, acceptable, poor, and very poor.

Garden City Logo / Brand

After the visual preference surveys, each session then discussed Garden City's own brand, image, logo, and tagline. The following questions were posed to each group:

- What are Garden City's greatest attributes?
- What is Garden City known for?
- What story should the logo and tagline tell?
- How do you describe this community to folks that aren't from here?

The residents of Garden City perceive their community as...

- Professional
- Diversity in business
- Regional
- The "Big" city in southwest Kansas
- Educated and well traveled
- Healthy
- Well landscaped
- Multi-cultural
- Clean (some parts)
- Progressive
- Diverse
- Forward thinking
- Cutting edge
- An easy place to live
- Strong feeling of community
- Come grow with us
- Feels like home
- You know your neighbors
- "Garden" image
- Having a world-class zoo
- High quality streets
- More metropolitan vibe "entertainment"
- A great place for young families
- Not rural

Each session then brainstormed potential bylines. This exercise was challenging. The following tagline ideas were suggested:

Garden City – Growing Opportunities

- Garden Spot
- Haven of the High Plains
- Shop Here / Stop Here

APPENDIX C: DOWNTOWN MARKET ANALYSIS

Please see the "Garden City Downtown Market Study" Final report created on October 22, 2009.

(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS _____ DAY OF _____, 2013)

ORDINANCE NO. _____-2013

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

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

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

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

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

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

A parcel of land located in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, thence S 89°45'29" E, on the North Line of said Northwest Quarter, for a distance of 1,127.34 feet; thence S 00°00'00" W, for a distance of 40.00 feet to the POINT OF BEGINNING; thence S 89°45'29" E, 258.49; thence S 00°00'52" E, for a distance of 300.00 feet; thence S 89°45'29" E, for a distance of 170.00 feet; thence S 00°00'52" E, for a distance of 130.00 feet; thence N 89°45'29" W, for a distance of 30.00 feet; thence S 00°00'52" E, for a distance of 221.99 feet; thence S 31°15'41" W, for a distance of 391.87 feet to the beginning of a curve;

thence Southwesterly on a curve concave to the Southeast, having a radius of 2,075.00 feet, a delta angle of 20°23'15", a chord bearing S 19°23'53" W, a chord distance of 853.16 feet, for an arc distance of 859.29 feet; thence N 66°55'04" W, for a distance of 316.75 feet to the beginning of a curve; thence Northwesterly on a curve concave to the Southwest, having a radius of 830.00 feet, a delta angle of 22°50'27", a chord bearing N 78°20'16 W, a chord distance of 328.69 feet, for an arc distance of 330.88 feet; thence N 89°45'29" W, for a distance of 45.46 feet to a point on the Easterly right-of-way line of Drainage Ditch Number 2, said point being the beginning of a curve; thence Northeasterly on the Easterly right-of-way line of Drainage Ditch Number 2 on a curve concave to the Southeast, having a radius of 2,755.00 feet, a delta angle of 21°35'19", a chord bearing N 20°28'01" E, a chord distance of 1,031.93 feet, for an arc distance of 1,038.06 feet; thence N 31°15'41" E on the Southeasterly right-of-way line of Drainage Ditch Number 2 for a distance of 743.77 feet to the point of beginning. Said tract consisting of 25.36 acres, more or less.

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 5th day of February, 2013.

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado. City Clerk



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 12/13/2012
Re: An Ordinance Adopting a Development Plan, and Establishing the Pioneer Road Estates RHID.

COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB

AND
FINNEY COUNTY
620-276-1170

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

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

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

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

ISSUE: An Ordinance Adopting a Development Plan, and Establishing the Pioneer Road Estates RHID.

BACKGROUND: The Pioneer Drive Estates RHID project has come before the City Commission twice before as State Statute requires. This Ordinance is the final step in the RHID process. The purpose of the Ordinance is to adopt the attached Development Plan and establish the RHID. If the Ordinance is adopted, the County, USD 457, and Garden City Community College, as taxing entities, will then have thirty (30) days in which to evaluate the proposed RHID and find that it has an adverse effect on their jurisdiction. If no such resolutions are passed, then the Ordinance shall be in effect. If within that timeframe any of the taxing entities passes such a resolution, then the City will need to take action to repeal the Ordinance as required by statute.

Alternatives:

1. The Commission may elect to adopt the attached ordinance.
2. The Commission may elect to not adopt the attached ordinance.

Recommendation: Staff recommends approval of the ordinance.

Fiscal Note: The developer is seeking to bond the eligible costs of the project. When the funds are bonded, the City will bear a significant burden as it will be bonding approximately \$1.3 million. The developer will be required to pay the City 50% of the total bonded amount as an insurance against default.

**DEVELOPMENT PLAN
FOR GC BUILDERS, LLC RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
FEBRUARY, 2013**

INTRODUCTION

On September 20, 2011 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution 2442-2011 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5240 et seq.)

Following the adoption of Resolution 2506-2012, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c)

On November 27, 2012, the Secretary of Commerce provided written confirmation, approving the establishment of the Campus Gardens and Pioneer Road Estates Area Rural Housing Incentive District (the District) (Resolution 2506-2012, exhibit A-A1).

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within Garden City, the City proposes this Development Plan to assist in the development of quality housing within the City.

The legal description of the GC Residential Builders, LLC Rural Housing Incentive District is: A tract of land in the Southwest Quarter of Section 04, Township 24 South, Range 32 West of the 6th Principal Meridian in Garden City, Finney County, Kansas being more particularly described as follows; Commencing at the West Quarter corner of Section 04 being monumented by a found half inch reinforcing rod with a broken cap;

Thence South 89° 48' 14" East 35.00 feet on the North line of the Southwest Quarter of said Section 04 to a point on the East right of way of Campus Drive, as now established, said point being monumented by a found half inch reinforcing rod with LS 1114 cap, and also being the Point of Beginning of the herein described tract;

Thence continuing South 89° 48' 14" East 1196.79 feet on the North line of the Southwest Quarter of said Section 04 to a point being the intersection of the Northerly prolongation of the Westerly line of Lot 1, Block 1 of Garden City High School Second Addition, filed for record May 21, 2009 in Finney County, Kansas and recorded in envelope number 467 A and B, said point being monumented by a set half inch reinforcing rod with KS CLS 175 cap;

Thence South 00° 41' 32" East 400.04 feet on said prolongation to a point at the intersection of the Southerly line of said Lot 1, Block 1, as shown on said Garden City High School Second Addition, said point being monumented by a set "+" in concrete;

Thence North 89° 48' 07" West 1196.76 feet on the Southerly line of said Lot 1, Block 1 to a point on the East right of way of said Campus Drive said point being monumented by a found half inch reinforcing rod with LS 1114 cap;

Thence North 00° 41' 51" West 30.00 feet on the West line of Lot 1 and the East right of way of said Campus Drive to a point at the most Northeasterly corner of said Lot 1, Block 1, said point being monumented by a reset half inch reinforcing rod with KS CLS 175 cap;

Thence continuing North 00° 41' 51" West 370.00 feet on the West line of Lot 2 and the East right of way of said Campus Drive to the Point of Beginning.

Containing 478,672.81 square feet or 10.9888 acres.

A map of the District is attached as **Exhibit A** to this document.

1. The assessed valuation of all real estate within the District for 2012 is \$37,000.00.
2. The name and address of the owner of record for the real estate with in the District is:
GC Residential Builders, LLC
2814 W. Jones Ave.
PO Box 1195
Garden City, KS 67846
3. The housing and public facilities project that is proposed to be constructed includes the following:

Housing Facilities

Pioneer Road Estates contains 30 residential lots consisting of 17 single-family for sale homes and 13 duplex multi-family structures containing 26 units. Each individual housing unit will have laundry hookups, cable television hookups, and onsite parking.

Public Facilities

Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including street, water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

- 4. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner of Real Property: GC Residential Builders, LLC
2814 W. Jones Ave.
PO Box 1195
Garden City, KS 67846

Developer: GC Residential Builders, LLC
2814 W. Jones Ave.
PO Box 1195
Garden City, KS 67846

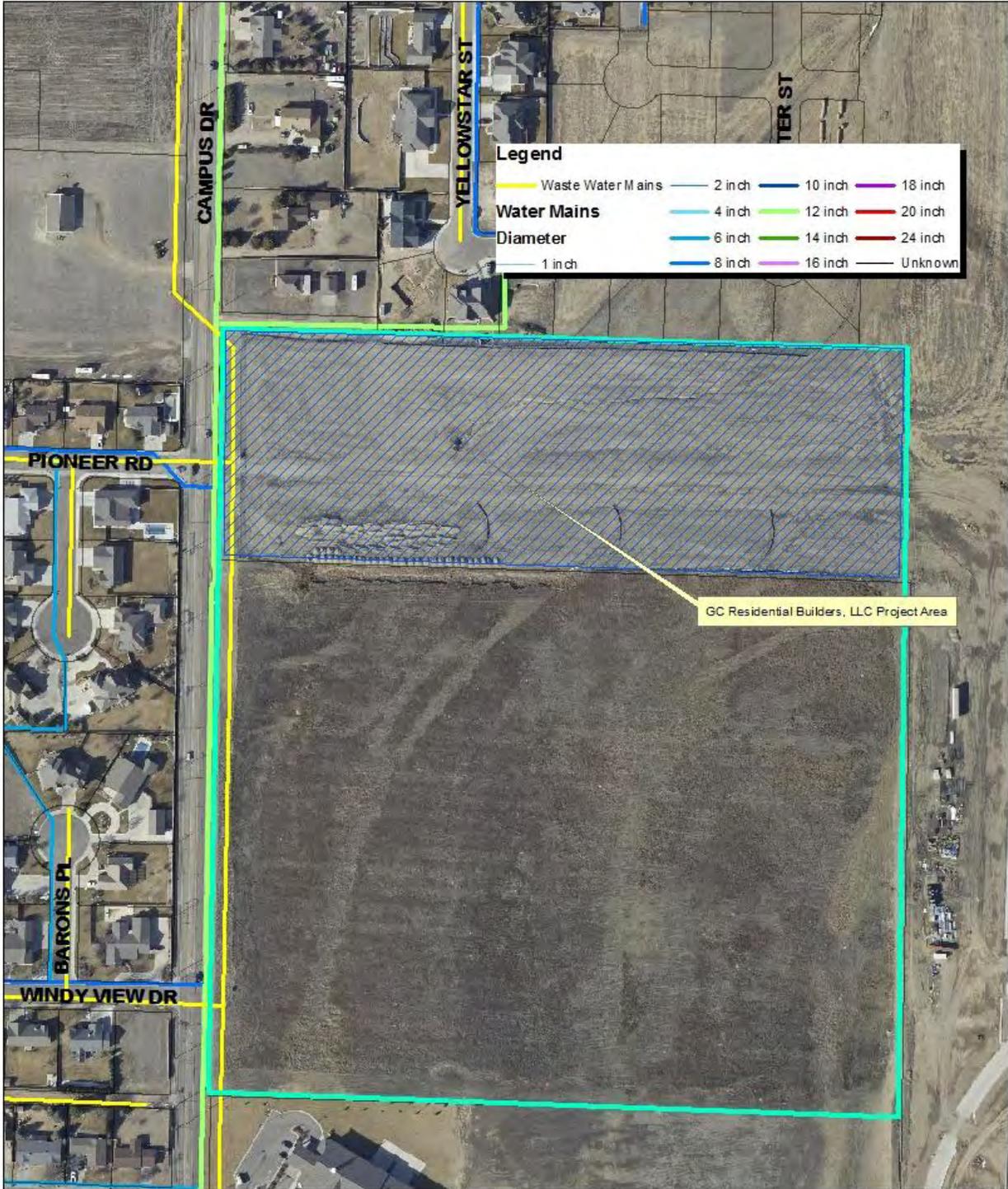
Individuals with Specific Interest Cecil O’Brate
2814 W. Jones Ave.
PO Box 1195
Garden City, KS 67846

Ross Vogel, Developer Representative
4740 Roanoke Pkwy, #302
Kansas City, MO 64112

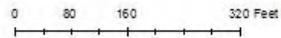
- 5. The Governing Body of the City entered into a Development Agreement with GC Residential Builders, LLC a Kansas limited liability corporation, in February of 2013. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.
- 6. The City’s Finance Director approved a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the

revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN – EXHIBIT A
MAP OF THE GC RESIDENTIAL BUILDERS, LLC PROJECT IN THE
CAMPUS GARDENS AND PIONEER ROAD ESTATES AREA
RURAL HOUSING INCENTIVE DISTRICT



**GC Residential Builders, LLC Project
in the Campus Gardens and Pioneer Road Estates RHID**



**DEVELOPMENT PLAN – EXHIBIT B
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS**

Cost of Infrastructure Improvements

	Estimated Eligible Cost (Bonded)
Total with Asphalt	\$ 1,315,268.00

Current (Unimproved)	2012 Value	Property Class	Mill Levy	Tax Amount
10.98 Acres	\$ 37,000.00	12.0%	0.146887	\$ 652.18

Improved	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Same Sized Lots	Total Value
85x181	\$ 23,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,425.69	1	\$ 2,425.69
65x181	\$ 18,400.00	\$ 120,000.00	11.5%	0.146887	\$ 2,337.85	7	\$ 16,364.97
65x175	\$ 18,400.00	\$ 120,000.00	11.5%	0.146887	\$ 2,337.85	1	\$ 2,337.85
65x165	\$ 18,400.00	\$ 120,000.00	11.5%	0.146887	\$ 2,337.85	1	\$ 2,337.85
65x155	\$ 15,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,290.56	1	\$ 2,290.56
65x145	\$ 15,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,290.56	1	\$ 2,290.56
65x135	\$ 15,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,290.56	1	\$ 2,290.56
65x130	\$ 15,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,290.56	1	\$ 2,290.56
65x127	\$ 15,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,290.56	1	\$ 2,290.56
70x127	\$ 16,800.00	\$ 120,000.00	11.5%	0.146887	\$ 2,310.83	1	\$ 2,310.83
111x127	\$ 24,600.00	\$ 120,000.00	11.5%	0.146887	\$ 2,442.58	1	\$ 2,442.58
93x120	\$ 21,400.00	\$ 200,000.00	11.5%	0.146887	\$ 3,739.89	3	\$ 11,219.67
80x120	\$ 19,200.00	\$ 200,000.00	11.5%	0.146887	\$ 3,702.73	5	\$ 18,513.64
80x165	\$ 22,600.00	\$ 200,000.00	11.5%	0.146887	\$ 3,760.16	1	\$ 3,760.16
80x155	\$ 22,600.00	\$ 200,000.00	11.5%	0.146887	\$ 3,760.16	1	\$ 3,760.16
80x145	\$ 22,600.00	\$ 200,000.00	11.5%	0.146887	\$ 3,760.16	1	\$ 3,760.16
80x130	\$ 19,200.00	\$ 200,000.00	11.5%	0.146887	\$ 3,702.73	1	\$ 3,702.73
163x120	\$ 33,700.00	\$ 200,000.00	11.5%	0.146887	\$ 3,947.66	1	\$ 3,947.66

Grand Total	\$ 88,336.74
Estimated Tax Increment	\$ 87,684.56
15 Year Rebate Total	\$ 1,315,268.43

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

Development Agreement

Pioneer Road Estates 30 Lots: 17 Single-Family Homes and 13 Duplex Structures (26 Total Units)

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 5th day of February, 2013, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **GC Residential Builders, LLC** a Kansas limited liability corporation, with its principal place of business in Garden City, Kansas (hereinafter “Developer”).

RECITALS

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a single and multi-family residential development to be known as “Pioneer Road Estates” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of single-family homes and duplex multi-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Finney County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

Agreement—means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

City—means the City of Garden City, Kansas

Concept Site Plan—means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as *Exhibit C* hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

Construction Plans—means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

Developer—means GC Residential Builders, LLC, a Kansas limited liability corporation, with its principal place of business in Garden City, Kansas or its permitted successors or assigns in interest.

Development Area—means the collective areas described in *Exhibit B* attached hereto and incorporated herein by reference.

Development Costs—means the total amount spent or expected to be spent by Developer to construct the Work.

Development Project—means quality single-family homes and duplex multi-family residences to be constructed in the Development Area in accordance with the Concept Site Plan.

Governing Body—means the City Commission of Garden City, Kansas.

Internal Infrastructure Improvements—means the street, water, sanitary sewer, electric improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on *Exhibit D* attached hereto and incorporated herein by this reference.

Kansas Moderate Income Housing (MIH) Grant – A grant of three-hundred thousand dollars (\$300,000) received by the City in cooperation with the Kansas Housing Resources Corporation for Pioneer Road Estates.

Material Change—Any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

Mayor—means the Mayor of Garden City, Kansas or his duly authorized agent.

Plans and Specifications—Means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

Project Costs—means all costs associated with the completion of the Public Improvement and all associated legal, engineering, and other soft costs as described on the cost estimates set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

Property—means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated by this reference.

Public Improvements—means the street, electric, sewer, and water improvements which will be owned, operated and maintained by the City of Garden City.

Related Third Party—means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

Rural Housing Incentive District—means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

Substantial Completion—means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

Unit—means each individual unit in a multi-family residence development.

Work—means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of residences and structures, including surface parking facilities, and screening and site landscaping, including any required open space or park areas, on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 PRELIMINARY RESOLUTION. Governing Body has heretofore adopted Resolution No. 2506-2012 on October 16, 2012, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 DEPARTMENT OF COMMERCE FINDING. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On 27 November 2012, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 FURTHER PROCEEDINGS. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. The City shall commence construction of the Infrastructure Improvements within the Development Area, as soon as weather and contractor availability allow after Infrastructure Improvement bids are accepted by the Governing Body. The City will diligently pursue Substantial Completion of the Development Project.

A. In conjunction with the Development Project, the parties acknowledge that the City has applied for and received a Kansas Moderate Income Housing Grant award of three-hundred thousand dollars (\$300,000) for Pioneer Road Estates. Builders are eligible to apply for the City's Residential Incentive Program as long as it is available.

3.2 CONSTRUCTION OF THE DEVELOPMENT PROJECT. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans. The Developer will begin construction of the housing structures not more than ninety (90) days after completion of the Infrastructure Improvements. The Developer agrees to continuously construct the structures until no less than 20 of the 30 lots have developed housing structures. It is the intent of the Developer to complete all thirty housing structures in succession. However, the City and Developer recognize there may be conditions that prevent completion of all structures in succession.

3.3 CONCEPT SITE PLAN. Developer, at its cost, has had prepared a Site Plan. Said Site Plan is hereby approved by the Parties. Developer may not make Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

3.4 CONSTRUCTION OF INTERNAL INFRASTRUCTURE IMPROVEMENTS. Developer shall construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

3.4.1 ACQUISITION OF EASEMENTS, PERMITS. Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered a Project Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

3.4.2 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services

ARTICLE IV

FINANCING OBLIGATIONS

4.1 FINANCING OF PUBLIC IMPROVEMENTS. Developer agrees to sign over to City, in reimbursement of all or a portion of the Bonded Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250 (b)(2)(A). These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2013 and shall continue until such time as the Project Costs have been fully reimbursed to City, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

4.2 CREATION OF FUND; DEPOSIT OF RHID REVENUE. The City shall establish and maintain a separate fund known as the RHID Fund. All RHID Revenue collected by the City shall be deposited in the RHID Fund. All disbursements from the RHID Fund shall be made only to pay Project Costs allowed under the RHID Act or to make payments on Obligations. The City shall have sole control of the disbursements from the RHID Fund; subject to the City's other obligations hereunder. Any surplus amounts of RHID Revenue after all Project Costs have been reimbursed shall be used as determined by the City for any purpose authorized by the RHID Act and laws of the State.

4.3 DEVELOPER OBLIGATION. Developer agrees to pay to the City a sum of \$657,634.00 which is fifty percent (50%) of the estimated recoverable amount submitted in **Exhibit B** of the Development Plan. Such sum shall be held in a dedicated account by the City until the amount bonded by the City to pay the eligible costs of the project is recovered through the RHID tax rebate or until the maximum life of the RHID is complete, whichever period is shorter. At which time the sum shall be used as determined by the City. The three hundred thousand dollar (\$300,000.00) MIH Grant will be included by the developer in the \$657,634.00 sum paid to the City.

4.4 PROJECT COSTS FUNDED BY PUBLIC FINANCING SOURCES. Subject to all the terms, conditions and requirements of this Agreement, and as an incentive for the development of the Project, including the Private Improvements, the City agrees to pay or reimburse Project Costs identified on Exhibit D from amounts available for that purpose. As determined by the financial analysis of the project City shall bond only \$1,315,268.00 of the eligible project costs. Any costs in excess of this amount will be financed privately by Developer. The \$1,315,268.00 amount shall be deposited in the RHID Fund. The total amount of such Project Costs paid or reimbursed shall not exceed amounts available in the City Project Fund without subsequent authorization by the City's governing body. The Developer agrees to use reasonable efforts to generate savings in pursuing the Developer Work and such savings shall remain in the City Project Fund for uses agreed upon by the City and Developer prior to the completion of the Project. Notwithstanding the foregoing, the Construction, Administration, Legal, and Miscellaneous Costs to be paid from the City Project Fund shall not exceed the estimates specified in the Project Budget and Financing Costs specified in the Project Budget shall not be paid without the prior approval of the City, which approval may be withheld in the sole discretion of the City. Cost overages shall be the obligation of Developer to pay unless the City concurs with Developer that the overage was not reasonably voidable by Developer.

A. Issuance of Obligations.

1. The Parties anticipate that concurrently with the execution of this Agreement, the City will issue Obligations in the form of the City's bonds as may be authorized for the project, the proceeds of which, less the costs of issuing such City Obligations, will be applied to pay costs of Developer Work and the City Work. The issuance of the City Obligations is subject to approvals of state and local governments as required by the RHID Act and other applicable laws of the State, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108. The City Obligations are subject to the approving opinion of the City's bond counsel on matters of legality and the

exemption of the interest thereon from gross income for federal and state income tax purposes.

2. The Parties anticipate RHID Bonds may be issued by the City to provide a source of payment and/or reimbursement for Project Costs, and to retire a portion of City Obligations. The issuance of such RHID Bonds is subject to approvals, if any, of state and local governments as required by the RHID Act, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108. The RHID Bonds shall be payable, contain terms, and be issued and sold in the manner and for the purposes required by the RHID Act. The RHID Bonds shall be subject to the approving opinion of the City's bond counsel on matters of legality and the exemption of the interest from gross income thereon from federal and state income taxation. The interest rate on the RHID Bonds shall not exceed a rate which is competitive at the time of issuance for federally taxable or tax exempt RHID Bonds of similar credit quality. The offering documents for the RHID Bonds will include a feasibility study, satisfactory to the City and underwriter, which indicates that sufficient RHID Revenues will be generated by the Project to pay the principal and interest on the RHID Bonds and projects debt service coverage ratios necessary to market the RHID Bonds. The City will approve the method of marketing the RHID Bonds and may require limitations on the denominations of bonds or types of purchasers. Developer understands that any RHID Bonds issued by the City to finance all or a portion of the Project may, if required by applicable law, be issued on a taxable basis under federal law.

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

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

5. The Developer agrees to cooperate and provide all necessary information to assist the City and its counsel in the disclosure and preparation of financing documents, offering statements, private placement memorandum and all other documents necessary to issue the RHID Bonds, if any. The Developer will cooperate fully with the City in fulfilling its continuing disclosure obligations as it relates

to the Project and the RHID Bonds. The Developer agrees to provide certain ongoing continuing disclosure at it relates to the Project in connection with the RHID Bonds, as determined at the time of issuance of the RHID Bonds and as the same may be thereafter modified.

ARTICLE V

GENERAL PROVISIONS

5.1 CITY'S RIGHT TO TERMINATE. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.2 DEVELOPER'S RIGHT TO TERMINATE. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article IV* hereof) and fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach.

5.3 SUCCESSORS AND ASSIGNS.

- A. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- B. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- C. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience

and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.4 REMEDIES. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

5.5 FORCE MAJEURE. Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this

Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 NOTICES. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

A. In the case of Developer, to:

GC Residential Builders, LLC
2418 W. Jones Ave.
PO Box 1195
Garden City, KS 67846
Attention: Cecil O'Brate/Ross Vogel
Phone: (620) 275-7461/ (816) 686-6600

B. In the case of City, to:

City of Garden City, Kansas
301 N. 8th Street
Garden City, KS 67846
Attention: City Clerk
Phone: (620)276-1170
Fax: (620)276-1173

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 5.6**.

5.7 CONFLICT OF INTEREST. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

A. Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
- (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- (iii.) Workers Compensation insurance, with statutorily required coverage.

B. The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

5.9 INSPECTION. Developer shall allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.10 CHOICE OF LAW. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 ENTIRE AGREEMENT: AMENDMENT. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 COUNTERPARTS. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 SEVERABILITY. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 REPRESENTATIVES NOT PERSONALLY LIABLE. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 LEGAL ACTIONS. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 RELEASE AND INDEMNIFICATION. The indemnifications and covenants contained in this **Section 5.16** shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of **subsection 5.16.6** of this Agreement.

5.16.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including

attorney's fees, except for those matters arising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

5.17 COST OF THE LEGAL FEES. Upon execution of this Agreement, RHID Funds shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing

Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

5.18 SURVIVAL. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in **Section 5.16** of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 REPRESENTATIONS OF CITY. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, 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 City, enforceable in accordance with its terms.

6.2 REPRESENTATIONS OF DEVELOPER. Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF GARDEN CITY, KANSAS

By: _____
David D. Crase, Mayor

Dated:

ATTEST: (SEAL)

Celyn Hurtado, City Clerk

GC Residential Builders, LLC

By: _____
Cecil O'Brate

Dated:

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for the Pioneer Road Estates Project
Exhibit C	Pioneer Road Estates Site Development Plan
Exhibit D	Eligible costs for Pioneer Road Estates Project
Exhibit E	Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the Southwest Quarter of Section 04, Township 24 South, Range 32 West of the 6th Principal Meridian in Garden City, Finney County, Kansas being more particularly described as follows;

Commencing at the West Quarter corner of Section 04 being monumented by a found half inch reinforcing rod with a broken cap;

Thence South $89^{\circ} 48' 14''$ East 35.00 feet on the North line of the Southwest Quarter of said Section 04 to a point on the East right of way of Campus Drive, as now established, said point being monumented by a found half inch reinforcing rod with LS 1114 cap, and also being the Point of Beginning of the herein described tract;

Thence continuing South $89^{\circ} 48' 14''$ East 1196.79 feet on the North line of the Southwest Quarter of said Section 04 to a point being the intersection of the Northerly prolongation of the Westerly line of Lot 1, Block 1 of Garden City High School Second Addition, filed for record May 21, 2009 in Finney County, Kansas and recorded in envelope number 467 A and B, said point being monumented by a set half inch reinforcing rod with KS CLS 175 cap;

Thence South $00^{\circ} 41' 32''$ East 400.04 feet on said prolongation to a point at the intersection of the Southerly line of said Lot 1, Block 1, as shown on said Garden City High School Second Addition, said point being monumented by a set "+" in concrete;

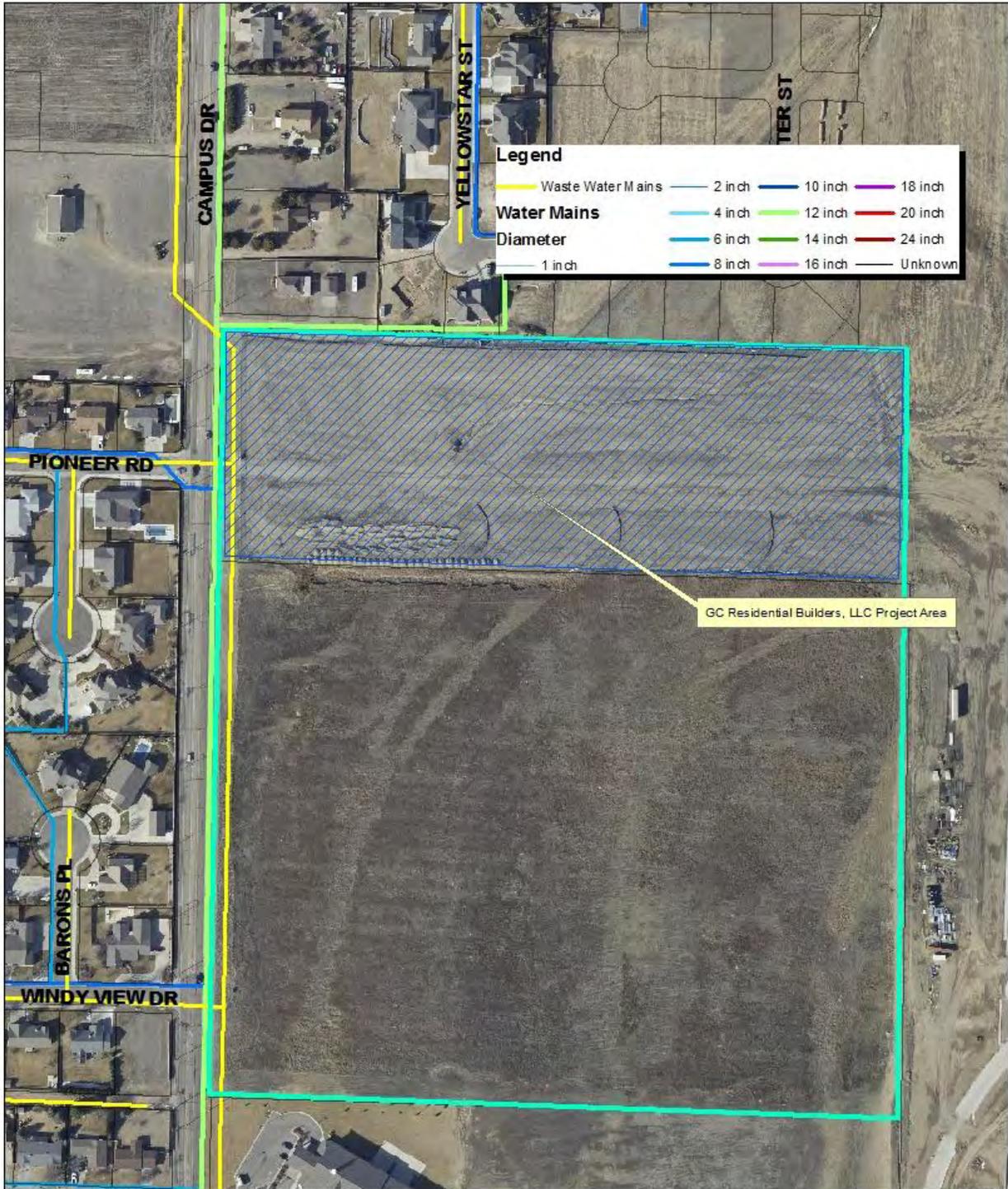
Thence North $89^{\circ} 48' 07''$ West 1196.76 feet on the Southerly line of said Lot 1, Block 1 to a point on the East right of way of said Campus Drive said point being monumented by a found half inch reinforcing rod with LS 1114 cap;

Thence North $00^{\circ} 41' 51''$ West 30.00 feet on the West line of Lot 1 and the East right of way of said Campus Drive to a point at the most Northeasterly corner of said Lot 1, Block 1, said point being monumented by a reset half inch reinforcing rod with KS CLS 175 cap;

Thence continuing North $00^{\circ} 41' 51''$ West 370.00 feet on the West line of Lot 2 and the East right of way of said Campus Drive to the Point of Beginning.

Containing 478,672.81 square feet or 10.9888 acres.

EXHIBIT B
MAP OF RHID BOUNDARIES FOR THE GC RESIDENTIAL BUILDERS, LLC PROJECT



GC Residential Builders, LLC Project
in the Campus Gardens and Pioneer Road Estates RHID

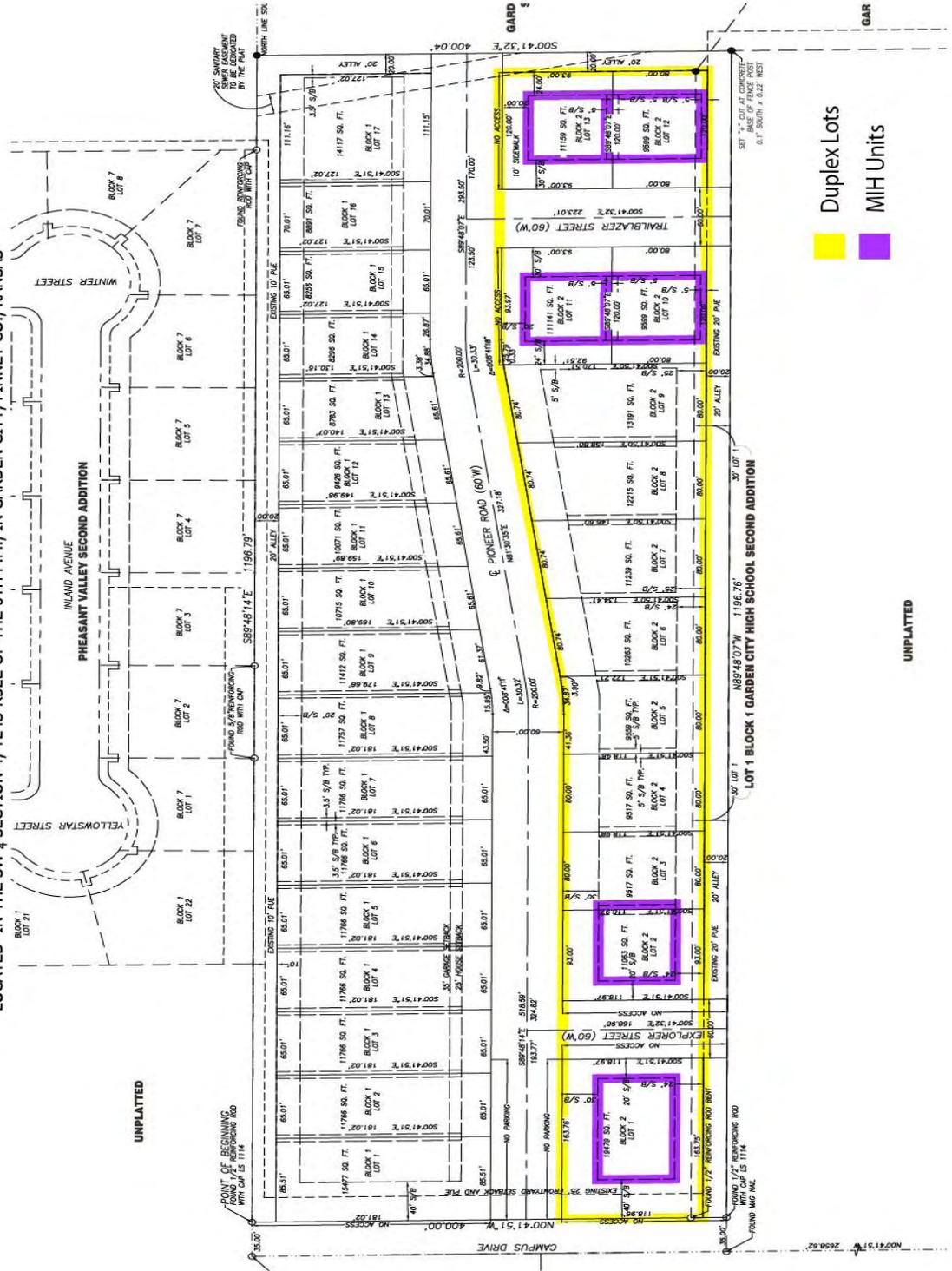
0 80 160 320 Feet



EXHIBIT C

GC RESIDENTIAL BUILDERS, LLC PIONEER ROAD ESTATES SITE DEVELOPMENT PLAN

FINAL PLAT OF
PIONEER ROAD ESTATES
 A REPLAT OF PART OF LOT 1 BLOCK 1 AND PART OF LOT 2, BLOCK 1, GARDEN CITY HIGH SCHOOL SECOND ADDITION
 LOCATED IN THE SW ¼ SECTION 4, T24S-R32E OF THE 6TH P.M., IN GARDEN CITY, FINNEY CO., KANSAS



- Duplex Lots
- MIH Units

UNPLATTED

EXHIBIT D
ELIGIBLE COSTS FOR
GC RESIDENTIAL BUILDERS, LLC PROJECT

The Pioneer Drive Estates Work Estimates:

Garden City Site Work Estimates	Column1
Earthwork	\$ 51,686.00
Erosion Control	\$ 4,300.00
Asphalt Paving (Road)*	\$ 346,210.00
Concrete Driveway Paving	\$ 57,231.00
Concrete Walks	\$ 24,269.00
Water Fees (8" mains and associated fees)*	\$ 47,936.00
Sanitary Sewer*	\$ 137,908.00
Storm Sewer*	\$ 181,185.00
Design Expense (Plat/Infrastructure/Structure)	\$ 110,925.00
Legal/Brokerage/Closing Expense	\$ 188,520.00
Development/Admin/Misc. Expenses	\$ 102,466.00
Subtotal	\$ 1,252,636.00
City Administration Fee	\$ 62,632.00
Total	\$ 1,315,268.00

As determined by the financial analysis of the project City shall bond only \$1,315,268.00. Any costs in excess of this amount will be financed privately by Developer.

*Upon substantial completion, public improvements shall be dedicated to the City of Garden City.

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of GC Residential Builders, LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of February 5, 2013 (the Development Agreement) by and among the City of Garden City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

GC Residential Builders, LLC

By: _____

Name:

Title:

ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (GC RESIDENTIAL BUILDERS, LLC PROJECT)

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the State of Kansas (the "State") with a population of less than 40,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Garden City, Kansas (the "City") has an estimated population of 30,685, is located in Finney County, Kansas which has a population of 43,008 and therefore constitutes a city as said term is defined in this act; and

WHEREAS, in August of 2012 the Governing Body of the City has updated the Community Housing Assessment Team Report dated December 15, 2008 (CHAT), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2506-2012 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary, pursuant to a letter dated November 27, 2012, authorized the City to proceed with the establishment of Rural Housing Incentive Districts pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed Rural Housing Incentive District (the "District") in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;

4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses, and specific interest in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for February 5, 2013, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2513-2012 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for February 5, 2013, and provided for notice of such public hearing as provided in the Act: and

WHEREAS, a public hearing was held on February 5, 2013, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas, as follows:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted February 5, 2013, was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, in the City of Garden City, Finney County, Kansas:

A tract of land in the Southwest Quarter of Section 04, Township 24 South, Range 32 West of the 6th Principal Meridian in Garden City, Finney County, Kansas being more particularly described as follows; Commencing at the West Quarter corner of Section 04 being monumented by a found half inch reinforcing rod with a broken cap;
Thence South 89° 48' 14" East 35.00 feet on the North line of the Southwest Quarter of said Section 04 to a point on the East right of way of Campus Drive, as now established, said point being monumented by a found half inch reinforcing rod with LS 1114 cap, and also being the Point of Beginning of the herein described tract;

Thence continuing South 89° 48' 14" East 1196.79 feet on the North line of the Southwest Quarter of said Section 04 to a point being the intersection of the Northerly prolongation of the Westerly line of Lot 1, Block 1 of Garden City High School Second Addition, filed for record May 21, 2009 in Finney County, Kansas and recorded in envelope number 467 A and B, said point being monumented by a set half inch reinforcing rod with KS CLS 175 cap;

Thence South 00° 41' 32" East 400.04 feet on said prolongation to a point at the intersection of the Southerly line of said Lot 1, Block 1, as shown on said Garden City High School Second Addition, said point being monumented by a set "+" in concrete;

Thence North 89° 48' 07" West 1196.76 feet on the Southerly line of said Lot 1, Block 1 to a point on the East right of way of said Campus Drive said point being monumented by a found half inch reinforcing rod with LS 1114 cap;

Thence North 00° 41' 51" West 30.00 feet on the West line of Lot 1 and the East right of way of said Campus Drive to a point at the most Northeasterly corner of said Lot 1, Block 1, said point being monumented by a reset half inch reinforcing rod with KS CLS 175 cap;

Thence continuing North 00° 41' 51" West 370.00 feet on the West line of Lot 2 and the East right of way of said Campus Drive to the Point of Beginning.

Containing 478,672.81 square feet or 10.9888 acres

The boundaries of the District do not contain any property not referenced in Resolution No. 2513-2012, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on February 5, 2013, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

1. The Board of Education of U.S.D. No. 457 determines by resolution that the District will have an adverse effect on such school district; or
2. The Board of County Commissioners of Finney County, Kansas, determines by resolution that the District will have an adverse effect on such county.
3. The Board of Trustees Garden City Community College determines by resolution that the District will have an adverse effect on such community college.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Finney County, Unified School District No. 457, or Garden City Community College.

Section 5. Reimbursement. The Act authorizes the City to reimburse the developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Garden City, Kansas and publication one time in the official City newspaper.

PASSED by the Governing Body of the City of Garden City, Kansas and signed by the Mayor on February 5, 2013.

David D. Crase, Mayor

ATTEST:

Celyn N. Hurtado,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

Old Business

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") made and entered into this ____ day of _____, 2013, by and between the **City of Garden City, Kansas**, a municipal corporation (the "**City**") and **Mark A. Pamplin**, an individual (the "**Developer**"). The **City** and the **Developer** shall be collectively referred to as the "**Parties**," and each a "**Party**."

RECITALS

A. The **Developer** is the intended purchaser of the State Theater, owned by the **City**, 418 - 422 N. Main Street, Garden City, Kansas (the "**Property**"), which is more particularly described as Lots 3 and 4, Block 27, JA Stevens Addition, Garden City, Kansas.

B. The **Developer** seeks to convert the **Property** into a theater in the round (the "**Project**"), which is more fully set forth in the proposal attached hereto as Exhibit A.

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

D. The Parties agreed that certain public assistance may be necessary to make the **Project** financially feasible for **Developer** to construct.

E. The **City** and the **Developer** have entered into this Memorandum to state their current mutual understanding with respect to facilitating the **Project** and the approval of certain public assistance to facilitate the **Project**, the allocation of construction obligations related to the **Project**, and other mutual understandings.

NOW, THEREFORE, the **City** and the **Developer** understand as follows:

1. **Scope.** **Developer** proposes that the **Project** will convert the State Theater into a state-of-the-art, 400-seat theater-in-the-round, complete with a second floor for rehearsal and office space. A concept plan of the **Project** is included in Exhibit A.

2. **Project Costs.** **Developer** estimates the total cost to fully construct the **Project**, including all building construction costs, professional fees and financing costs is \$3,000,000.00.

3. **Potential sources for Project Financing.** **Developer** intends to privately finance the **Project** through a limited number of individuals and/or private charities. Kansas State Tax credits may also be utilized to provide tax incentives to private investors. **Developer** anticipates six months to raise the capital. The timeline required for design and construction of the **Project** is yet to be determined.

4. **City Assistance.**

4.1 The Parties agree that the assistance from the **City** described herein is necessary to facilitate the **Project** is:

(a) acquisition of the **Property** for One Dollar; and,

(b) **City** will issue building permits at no cost to **Developer**.

4.2 The **City** will be responsible for environmental remediation of mold and asbestos materials. **City** and **Developer** will coordinate such work after construction plans have been prepared.

5. **Examination of Property.** **Developer** has examined the **Property** and warrants that the transaction is being negotiated after consideration of any and all possible defects in the **Property**, including the environmental

assessments, made part of this Memorandum as if fully set forth herein, Exhibit B, and takes the property in an AS IS condition.

From and after the date of conveyance of the **Property** by the **City** to the **Developer**, the **City** shall be released from any and all liability of any kind for defects or conditions that might exist in the **Property**. The **Developer** shall agree to indemnify the **City** from any and all claims for personal injury or death, property loss or damage, or environmental or structural hazards.

6. Miscellaneous.

6.1. No Agency/Partnership. It is not intended by this Memorandum to, and nothing contained in this Memorandum shall, create any partnership, joint venture or any other business relationship between the **Developer** and the **City**.

6.2. No Obligation to Develop. Nothing herein shall be construed as creating an obligation in the **Developer** to acquire the **Property**, to develop the **Project**, or to open or operate a business of any kind in the Project.

6.3. Memorandum Non-Binding. This Memorandum has been executed for the purpose of expressing the intent of the Parties in regard to the **Project**, and is not intended to create binding obligations upon the Parties.

6.4 Public Use.

(a) In the interim period, between the date of this Memorandum and closing on the **Property**, the Parties acknowledge that the Garden City Recreation Commission (GCRC) will continue to schedule use of the State Theater for scheduled activities in 2013, as shown on Exhibit C.

(b) Upon completion of the **Project**, **Developer** will allow the facility to be used by the GCRC for productions, classes and programs, free of charge, as tentatively identified on Exhibit D. Scheduling of such use shall be coordinated between the **Developer** and GCRC. Any moneys made by the GCRC shall be the property of the GCRC.

(c) The GCRC agrees to remove, and place in storage, all seating in the State Theater. The **Developer** agrees to share in the expense of removal and/or storage of the seating as agreed to between the GCRC and **Developer**.

6.5 Salvage Rights. The Parties acknowledge that the GCRC has salvage rights to the fly system as identified on Exhibit E. Other items may be mutually used for fundraising.

7. Term. This Memorandum shall become effective upon its execution by the Parties and shall remain in effect until September 3, 2013, unless mutually extended by the Parties.

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

CITY OF GARDEN CITY, KANSAS,

MARK A. PAMPLIN

David C. Crase, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

EXHIBITS

Exhibit A	Proposal
Exhibit B	Environmental Assessments
Exhibit C	GCRC Scheduled events 2013
Exhibit D	GCRC tentative schedule for future use
Exhibit E	Equipment

Exhibit A

Proposal

THE STATE THEATRE

418 N. Main Street, Garden City, Kansas
67846

“Southwest Kansas’s Family Theatre”



A Proposal by Mark A. Pamplin

(620) 290 1416

Mapamp@msn.com

611 West Taylor Jones Road

Holcomb, Kansas

67851

Act One: An Overview

The State Theatre Project is a plan to convert the building at 418 North Main Street into a state-of-the-art, 400-seat theater in the round, complete with a second floor for rehearsal and office space. The theatre will provide seven family-friendly live productions per season, including classic American comedies and musicals. The State Theatre will also have an annual Christmas Show and Saturday morning children's programs.



The State Theatre will be advertised as “Southwest Kansas’ Family Theatre,” with live productions aimed at families: clean, wholesome entertainment, for those 8 to 80.

The State Theatre will operate year round. Productions will run five to seven weeks. The Theatre will produce or book one-night events such as stand-up comedy and musical concerts in between productions. The goal of the Theatre will be to have “something” going on every weekend. The motto will be “Always something goin’ on at The State Theatre.”

The State Theatre is to be seen as a downtown anchor, bringing a potential of 2,000 people a week to Garden City’s Main Street, encouraging the development of nightlife, restaurants, etc.

In the following pages we describe how the Theatre will operate, how it could be funded and the benefits, economic and cultural.

This Is Not A New Idea

This plan for The State Theatre is not a new plan, but rather a tried and true formula for success in communities like Garden City—a theater that focuses on its audience to provide clean, quality, family entertainment in an intimate and comfortable setting.

There are currently four theatres in three states all owned and operated separately by family members (Hale/Dietlein families). These are believed to be the longest continually operating center stage theaters in the country.



www.glendalecentretheatre.com



www.haletheatrearizona.com



www.halecentretheatre.org



www.haletheater.org

*Note: The Hale/Dietlein theatres are being used as a model and offer no financial interest in The State Theatre.

Act Two: The Financials

The State Theatre will rely on ticket sales: season tickets, single ticket sales, and group sales. This will break down as follows:

SEASON TICKETS: Seven productions per year

Early Bird: \$80.00. First two weeks of each production. Thursday, Saturday matinee and Sunday matinee.

Regular: \$90.00. After the first two weeks. Thursday, Saturday matinee and Sunday matinee.

Weekends: \$100.00. Friday evening and Saturday evening

Flex Season Ticket: \$115.00. Choose dates during the course of the year.

(Christmas program, Children's Programs and Special Events excluded)

SINGLE TICKET PRICES:

COMEDIES:

Thursday, Saturday matinee & Sunday matinee: \$15.00

Friday and Saturday evenings: \$17.00

MUSICALS:

Thursday, Saturday matinee and Sunday matinee: \$17.00

Friday and Saturday evenings: \$19.50

CHRISTMAS PROGRAM: \$20.00

CHILDREN'S PROGRAMS: \$10.00

The State Theatre will perform 25 shows per production.

The Potential Earnings If Sold To Capacity:

Early Bird Season Tickets \$ 80.00: 2,400 Tx Sold = \$192,000.00

Regular Season Tickets \$ 90.00: 4,000 Tx Sold = \$360,000.00

Weekend Season Tickets \$100.00: 5,600 Tx Sold = \$560,000.00

Flex Pass \$115.00: It's a variable

The Christmas Program, \$20.00 per ticket: 160,000.00

For the eight base shows it would total : \$1,272,000

*NOTE: The State Theatre would have to sell half that to recoup expenses.
That will be addressed in the next section.



(The Hale Centre Theatre, Gilbert, Az)

OUTGOING FINANCIALS:

The State Theatre WILL NOT be a volunteer organization. We will have employees who will be paid for their services.

Office and Production Staff:

Executive Director:	\$40,000.00 per year
Technical Director:	\$36,000.00
Office Manager :	\$30,000.00
Two Office Staff:	
11.00 per hour. 30 hrs and 20 hrs (weekly)	
30 hr person :	\$16,500.00 per year
20 hr person :	\$11,000.00 per year
Evening Box Office Manager :	\$75.00 per show
Stage Manager:	\$35.00 per show
Ushers (Three per night)	\$25.00 per show
Total:	\$173,000.00 est.

PRODUCTION COSTS:

The State Theatre production costs will vary from show to show. Musicals will cost much more than one-set comedies. Other expenses will include rights, costuming, and construction. Therefore, we have estimated an average of \$25,000 per production.

Total: Eight Shows	\$200,000.00
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***Note: The Christmas Program will be repeated annually, so production costs will drop each year.

*** Note: The State Theatre will repeat productions every six to eight years. All productions will be built to last in order to reuse costumes, props and sets.

The State Theatre production budgets will include payments for the following independent contractors:

Director
Construction Foreman
Music Director (if applicable)
Choreographer (if applicable)
Costumer
Performers

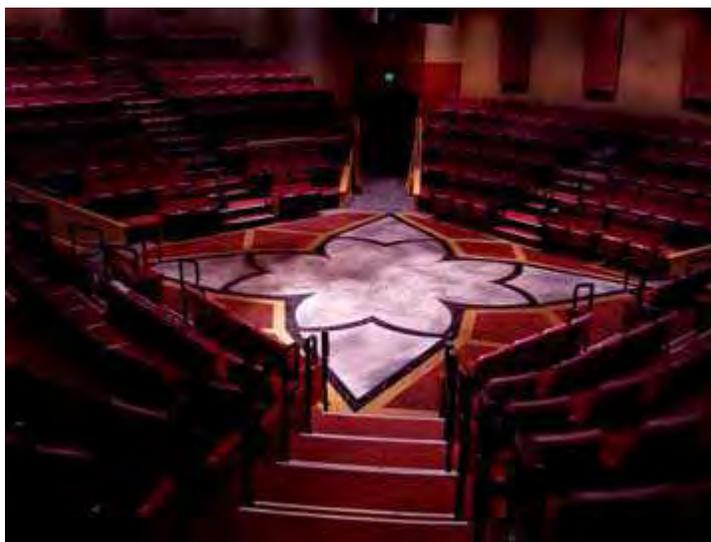
The Children's Theatre will be budgeted at \$10,000.00 per program

Two Programs (20 performances)	\$20,000.00
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Utilities

The following numbers were compiled from utility data provided by the Glendale Centre Theatre in Glendale, California. For the four months of September 2011 (a very hot month in California) through December 2011 (a mildly cold month in California), the monthly average water/power expense for the Theatre alone (excluding the costume shop and scene shop locations) was \$3,308.84.

GRAND TOTAL (Est.) \$436,000.00



(The King & I from Glendale Centre Theatre)

ADVERTISING AND MARKETING

The State Theatre will have an aggressive campaign. The campaign will not be just within the confines of Finney County but will reach out to a hundred-mile radius. We will focus on families, private groups, and churches. We will offer a great way for them to raise money by having their fundraisers at The State.

The State will build a mailing list for our direct mailers that list our upcoming events and announce season ticket sales. The State will sell advertising on our show mailers to local restaurants and retailers with the stipulation that they give discounts to the theatre patrons.

The State Theatre will have an electronic marquee. This will announce shows and upcoming events to those who are shopping on Main Street. It would also provide an easy way to advertise announcements for the City.

The State Theatre will have in-show programs that announce the cast and crew as well as upcoming events. To offset the cost of printing, the theatre will sell advertising to local business by using it as a "Discount Book." All businesses will be required to offer discounts with coupons from our program.

The State Theatre will collect an e-mail list from the surrounding areas which will be the biggest source of advertising for the Theatre. The State Theatre will have a website where patrons can purchase tickets online.

Act Three: The Project

The State Theatre renovation will be an enormous undertaking requiring an estimated \$3 million. The building will have to be gutted from the back wall to the front door. A second floor will extend across the entire building, consisting of office space, a dance studio, a rehearsal studio, prop room, costume room, kitchen, restrooms, and additional storage.

The Theatre will be doing multiple productions simultaneously and will always be rehearsing one show while another is on stage. The rooms will also enable the theatre to offer dance, singing, and acting classes to assure that we are cultivating talent.

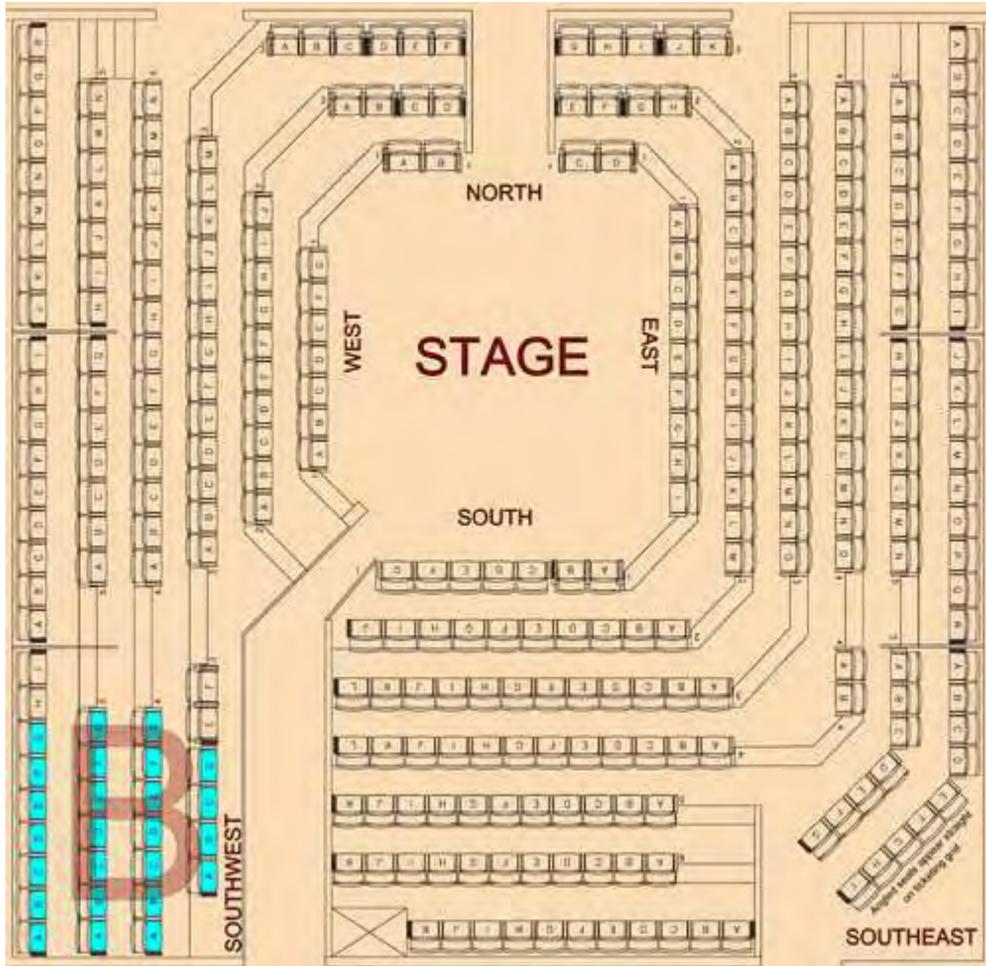
In the auditorium a hole will have to be dug to sink the stage and allow for stadium seating on all four sides.

The State Theatre will be equipped with a two large dressing rooms backstage, complete with shower and restroom facilities for the performers, and a light and sound booth overlooking the auditorium.

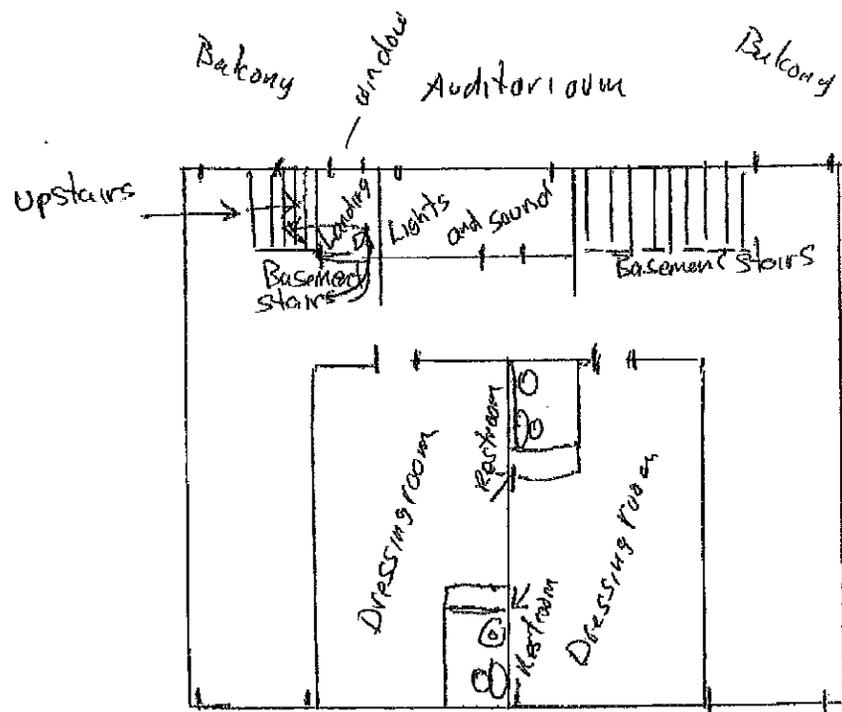
The space at 422 North Main, located next to the lobby area, will be The State Theatre Ticketing Office. The Lobby itself will have a new concession stand and two handicapped-accessible restrooms.



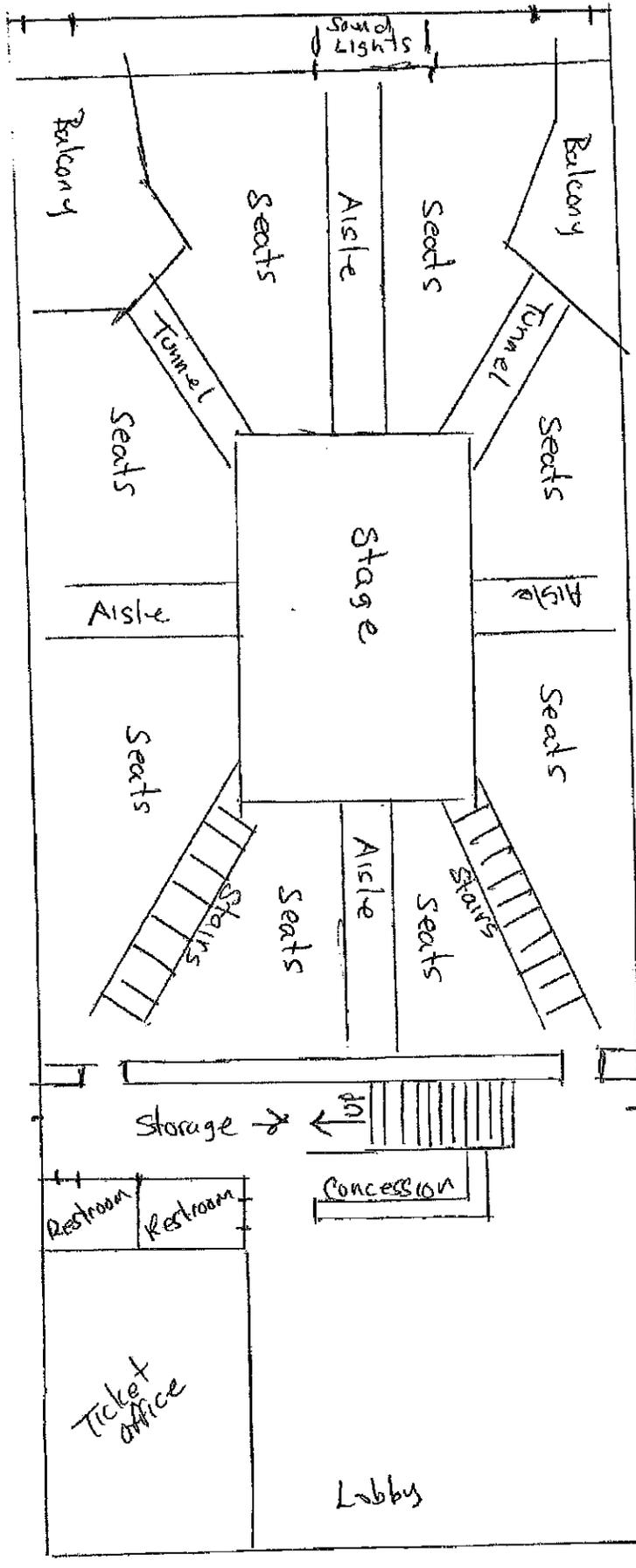
The stage seating from The Hale Theatre, Orem, Utah is an example of what would be done to The State Theatre:



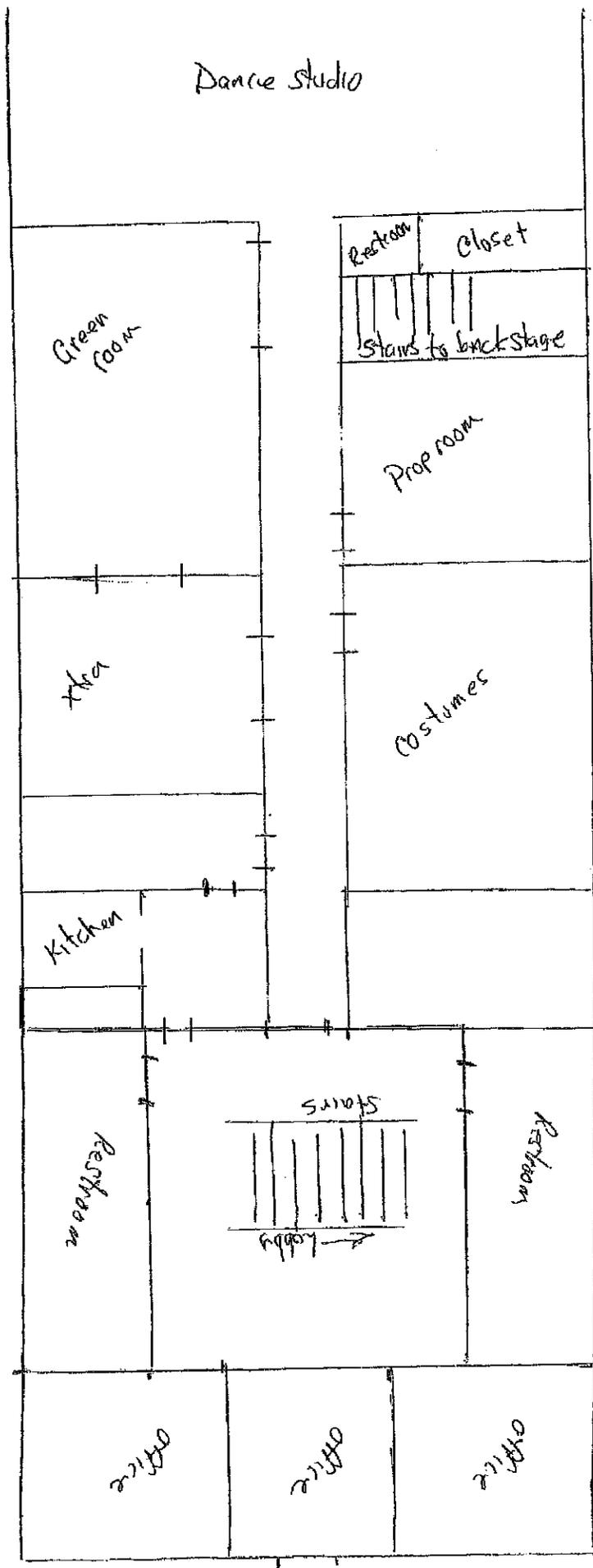
The State Theatre will operate mostly in the round, as shown here. However we will consider having a “removable” section so to be able to do productions that work better on a proscenium stage, which the Theatre is currently.



Backstage: dressing rooms with bathrooms and sound booth



The first floor. Lobby, ticketing office, handicapped restrooms and auditorium



The second floor. Offices, rehearsal rooms, Men and Womens restrooms and storage

PURCHASE OF THE BUILDING , THE RAISING OF FUNDS AND TIMELINE

We would prefer private financing through a limited number of individuals and/or private charities. This would be accomplished by approaching individuals, requesting financing and determining what they require in return for their investment.

If possible, Kansas State Tax credits might be utilized to provide tax incentives to private individuals.

The potential return to the investors would be in one of two forms, preferably the first:

1. A percentage of the gross revenues
2. A flat rate amount to be paid quarterly

If private funding is not found, then public financing would be considered with the same methods of payback.

We will accept the building itself as a donation from the City or discuss a price if it is to be purchased.

The timeline we would request is six months to raise the capital. The time required for construction of the facility is yet to be determined.

The City of Garden City will be asked to provide permits and inspections and handle all hazardous material clean up.

BENEFITS TO MAIN STREET

A functioning State Theatre in this form would have fantastic benefits for our downtown area. The potential of bringing life to Main Street in the evenings would create other opportunities for the city to develop nightlife in the downtown area, making Main Street a showplace itself. Also, performing three shows on Saturdays from spring until fall could bring 1,200 people downtown on those days alone, increasing local sales.

Along with the renovation of The Windsor Hotel, this would be a wonderful opportunity to bring these old, beloved buildings back to prominence.



The State Theatre & The Existing Theater Arts in Garden City

The State Theatre will work hard to become the leader in live entertainment in the regional arts community. The Theatre will work hand in hand with the Garden City Community College and Garden City High School arts programs in order to avoid scheduling conflicts and to support their theatrical endeavors. This includes careful scheduling and the lending of props and set pieces.

The Garden City Recreation Commission, under the expert guidance of Brian Seagraves, has put on quality productions featuring the youth in Garden City. The GCRC has been very important to the Garden City artistic community. The State Theatre will allow its facilities to be used for GCRC's productions, classes and programs, in order to cultivate a love for theater in the next generation. Possibilities include:

- Theater summer camps for children and teens
- Children's Theatre and Youth productions
- Spring and Christmas programs
- Access to construction facility and the Theatre in general
- Dance recitals, children's choir, etc.

The State Theatre would offer the facility to the GCRC free of charge. Any moneys made by the GCRC would go to the GCRC.

PHILANTHROPY

The State Theatre will be used for charitable endeavors. Portions of profits from The State Theatre will go to local and national charities.

The State Theatre will also promote fundraisers. Organizations from the surrounding communities will be able to buy a block of tickets for a discounted rate and sell the tickets for whatever they want. The State Theatre could add seven different fundraisers to what they already do to raise money.

The State Theatre will also offer “The Barrel Program.” A large barrel will be put in the lobby, encouraging patrons to donate their pocket change to the charity the theatre is promoting during the course of that show. 100% of the barrel funds will go to the charity of choice.

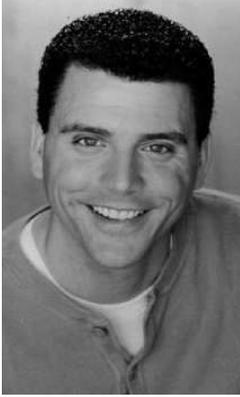
The State Theatre also would like to provide two Arts Scholarships to Garden City Community College.

THE CHILDREN’S THEATRE

The State Theatre will provide theater for young children. There will be two productions per year, running Saturday mornings for six to ten weeks. Productions such as *Snow White*, *Pinocchio* and *The Little Mermaid* will be filled with music, comedy, and interaction with the children.

FOR RENT

The State Theatre will also be available for rent for corporate functions, private parties, weddings, and town hall meetings.



ABOUT MARK PAMPLIN

Mark Pamplin is a graduate of Garden City High School, class of 1987. Although not born in Garden City (his family moved here from Los Angeles in 1977), Mark has always considered Garden City his hometown.

Active in broadcasting and the theater throughout high school (including a year as a disc jockey for KWKR in 1986 at the age of 17), Mark dreamed of a career in television. After graduation he left for Los Angeles, California to pursue acting. Though professional acting work was hard to come by in the early years, Mark continued to study and pursue auditions. He found little success except for student and independent films and a few industrial videos for a medical company.

The life of an actor always means you are going from job to job to make ends meet (mostly waiting tables, and Mark did plenty of that). But in 1994, Mark found the Glendale Centre Theatre, in Glendale, California—the model for The State Theatre. Mark was hired shortly after his first play to cover for office staff. Understanding this was a temporary position, Mark would ask on Fridays if he should come in on Monday. They always said, “If you could; we’re still looking for someone.” After two months of this, Mark decided not to ask and just show up on Monday. That started a five year association and love for the live theatre. At the Glendale Centre Theatre they had a saying: “Your job description is ‘Miscellaneous.’” From 1994 to 1999 and as a fulltime employee and 2000 to 2011, Mark was involved in over 74 productions as actor, stage manager, and in lighting, costuming, marketing and painting of sets (Mark lacks the talent for construction, and it was found out). It was hard work but never a dull moment.

In 1995, as Mark was stage managing a play called “See How They Run” (a play Mark would direct at The State Theatre in 2012) at the Glendale Centre Theatre, he thought how much the people of Garden City would like this little theatre “in the round” and the family atmosphere that went through the building. That thought would not go away for the next 17 years.

Over the years Mark has managed a comedy club, owned a small video store, and sold printing. All of these jobs have prepared him for this effort with The State Theatre, giving him the abilities necessary to lead people in pressured times, budget time and money and to talk with people.

Mark did his last play in Los Angeles in April 2011. Having realized that he was not going to be the next Tom Hanks, he sold everything that would not fit in his Ford Focus and came home to be closer to family and to put forth his dream for The State Theatre.

While home, Mark has had some great experiences in theater here in Garden City, including directing his first play and playing the male lead in his first musical. Meeting new friends and VERY talented people in Garden City has been wonderful, and Mark would consider it an honor to give these performers and the citizens of Garden City, Kansas a theater they can be proud of.



(Cast of See How They Run, The State Theatre, 2012)

Lance Fulton, Chief Financial Officer

Lance Fulton is a tax accountant and agricultural financial consultant who has worked in the industry since graduating from the University of Kansas in 1993. He currently serves as a board member on the Farm Financial Standards Council. As owner of HF Financial, LLC., he gives financial and tax advice to a number of farm producers in Kansas, Missouri, and Iowa. In order to practice what he preaches, Lance owns a small acreage where he cares for cattle, horses, chickens, and goats while tending a large garden and moving into grain and feed production next year.

Lance's wife and his daughter are very talented musicians and actresses. This has led Lance to move from a complete lack of knowledge of the performing arts to an appreciation for the work and skill required to perform on stage. As a subscription member of the Kansas City Lyric Opera, Lance has been fascinated to watch the change in the talent level (and the enthusiasm of the audience) as the Lyric moved from its old facility to the brand new Kaufmann Center near downtown Kansas City. His interest in this project is therefore to bring a first-class performing venue to the artists and audiences of Southwest Kansas.

IN CLOSING

Garden City and southwest Kansas has very talented directors, actors, singers, costumers and set designers. Right now they are missing one thing: a first class venue to rehearse, prepare and perform productions. Without that venue it is difficult to bring them together at one time. Without the potential or incentive of compensation, the desire to commit the time and effort necessary to put on a great production is greatly diminished. Without top notch marketing, an uncomfortable venue reduces the audience and after all, performers are at their best in front of a comfortable and enthusiastic audience.

I believe the citizens of Garden City and southwest Kansas are willing to support a venue through attendance and investment where they know they will enjoy the kind of productions put on by the best talent in the area in a theater that they are proud of now, not what it once was.

This community can have live theater, the kind of theater that makes you laugh and cry, gives you something to think about and to cheer! Garden City needs a theater that brings the best talent together with an opportunity to perform in an environment that will reward the talent as well as the audience - the State Theater can and should be that venue.

-Mark A. Pamplin
620 290 1416

Exhibit B

Environmental Assessments

**Limited Pre-Remediation Investigation for Indoor Environmental Quality of the State Theater
(by American Metropolitan Environmental, Inc.)**

**Limited Pre-Remediation Investigation for Asbestos and Lead Containing Materials of the State Theater
(by American Metropolitan Environmental, Inc.)**

Exhibit C

GCRC Scheduled events 2013

January 11 & 12 -- Auditions for *Steel Magnolias*
January 19 -- Community Rental
January 28 – February 28 -- Rehearsals for *Steel Magnolias*
March 1-3 -- Performances for *Steel Magnolias*
March 2 -- Auditions for *Thoroughly Modern Millie* (Teen show)
March 4-15 -- Rehearsals for *Thoroughly Modern Millie*
March 29 & 30 -- Auditions for *Vaudeville*
March ?? -- Concert
April 1 – May 16 -- Rehearsals for *Vaudeville*
May 17-19 -- Performances of *Vaudeville*

EXHIBIT D

GCRC tentative schedule for future use

EXHIBIT E
EQUIPMENT

The following equipment will be removed by the GCRC:

STAGE:
Fly System

The following equipment will stay with the facility:

* Some items could be sold by the Developer and/or GCRC for fundraising:

LOBBY: Counters Display Cases	Sound System/Rack*
MEN'S ROOM: Toilets Urinals Partitions Mirror Sinks	OFFICE: File Cabinet Safe
LADIES' ROOM: Counter/Sink Mirrors Toilets Partitions	CONCESSION CLOSET: Soda Machine Sink Sump Pump
BALCONY: Seats* #	LOBBY CLOSET: Marquee Letters Display Frames
STAGE: Front Curtain & Motor Wall Cabinet Wooden Ladders Old Copier	UPSTAIRS CLOSET: Shelf Unit
PROJECTOR ROOM: Projector* Editing Tables* Spools*	BASEMENT: Old Columns Machinery Most of the junk on the shelves Carpet
	MEMORY LANE: Everything except the extension cord & fan
	AUDITORIUM: Seats* Old Curtains

GCRC would like 6 balcony seats



Memo

To: City Commission
 From: Kaleb Kentner
 CC: File
 Date: January 31, 2013
 Re: GC2012-082: City of Garden City Zoning Regulations Amendment to allow Residential Units on the First Floor in the "C-3" Central Business District

COMMUNITY
 DEVELOPMENT
 DEPARTMENT

SERVING
 GARDEN CITY
 HOLCOMB
 AND
 FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

PLANNING AND
ZONING

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. BOX 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org

The Planning and Community Development Department has been asked to revise and amend the City of Garden City Zoning Regulations, regarding allowing Residential Units on the First Floor within "C-3" Central Business District.

Background: The City of Garden City has received a request to allow Residential Units on the First Floor within the "C-3" Central Business District, due to the fact that some properties have not been able to be developed. One property in particular is the Old American Legion building which has a garden level (split level). A developer could not develop this property into residential units because the residential units technically would be on the upper half of the first floor.

Some of the positive impact to this amendment would be that some of the houses on 8th and Main Streets would become more conforming, some of the properties available for development may proceed to be developed and the new residential developments will help ease the need of housing in Garden City.

The negative impacts to allowing this amendment would be that the character of Main Street, and the Downtown Core may be impacted by residential developments.

The planning staff recommends that if the Planning Commission recommends approval to amending the zoning regulations to allow Residential Units on the First Floor within the "C-3" District, that these residential units be approved with a Conditional Use Permit.

On December 20, 2012, the Planning Commission left the case OPEN for discussion for the January 2013 Planning Commission. The Planning Commission discussed issues involving the American Legion, and trying to determine the first level residential if a split level would be considered as part of the ground (first) level, or if the garden level would be considered the ground (first) level, since the regulations have definitions regarding "grade"; Art. 16.020.5 states that Apartment above ground floor level are a by-right use. The public comment depicted the negative impacts of allowing 1st Floor Residential in the Central Business District. Furthermore, the Planning Commission discussed the impacts of amending the regulations to allow the use with a Conditional Use Permit (CUP), with a tendency to more likely have a negative impact, if amended. NO votes were taken.

On January 17, 2013, the Planning Commission determined to leave the case OPEN until after the Downtown Master Planning is completed. NO votes were taken.

ALTERNATIVES:

1. The Commission may recommend asking for an immediate recommendation from the Planning Commission.
2. The Commission may elect to amend the regulation to allow Residential Units on the First Floor within the "C-3" District with a Conditional Use Permit.
3. The Commission may take no action and wait for the Downtown Master Plan to be completed and for a formal recommendation from the Planning Commission.

RECOMMENDATION: After review of the purpose and intent, the permitted uses in "C-3" Districts, and the use intensity, staff is unable to recommend approval of a zoning amendment. However alternative number three appears to be the most appropriate in order to get further public comment and a clear recommendation from the Planning Commission.



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 27 September 2012

RE: AMERICAN LEGION REUSE PROPOSAL –
CSS PROPERTIES, LLC

ISSUE

CSS Properties LLC is requesting dedicated spaces in the public parking lot at Eighth and Pine Streets for their proposed conversion of the American Legion building into a multi-family dwelling.

BACKGROUND

The Governing Body, on November 6th, accepted a proposal from CSS Properties, LLC, for conversion of the American Legion into apartments. This requires the approval of first floor residential as a permitted use in the Central Business District by the Planning Commission and Governing Body, or rezoning of the property to R-3. The Planning Commission has tabled action on the first floor residential use issue until the Downtown Master Plan is completed. Rezoning the property from C-3 to R-3 would require dedicated parking spaces.

CSS has attempted to secure the required off street parking spaces by long term lease or purchase of adjacent property. An economically viable agreement cannot be reached, and CSS requests dedication of 12 parking spaces in the parking lot across the street from the American Legion building.

This is not the first time reserved parking in a public parking lot has been requested. DaVita has several spaces leased and reserved for their use in the southern portion of this same parking lot. Redevelopment of the Windsor Hotel has also included discussion on dedicated parking.

ALTERNATIVES

- 1) The Governing Body may grant the request and authorize staff to work with CSS to identify an appropriate location in the parking lot and negotiate a lease for Governing Body approval.
- 2) The Governing Body may defer action on the request until after the Downtown Master Plan is completed and a Planning Commission recommendation has been forwarded to the Governing Body.
- 3) The Governing Body may deny the request, and cease further action on the CSS proposal.

RECOMMENDATION

Staff recommends deferring action per alternative # 2.



Engineering Department

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

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

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



FISCAL

There is no fiscal impact to the City at this time.

Steve Cottrell

**Engineering
Department**

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

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

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CCS Properties, LLC

Request for Parking

To: Matt Allen

As you may know CCS Properties has submitted a proposal to acquire the old American Legion building located at 125 W. Pine St. In order to meet the zoning requirement that we must provide two parking spaces per unit we request that we be allocated 12 parking spaces in the parking lot located on the corner of W. Pine St. and N. 8th St. We believe this request is proper since the parking lot is within 200ft of the building and a similar consideration of 30 parking spaces has been given to the proposal concerning the Windsor Hotel.

Thank You,

Cardace Gamino
Cardace Gamino

1/22/13

New Business

Great Plains Development, Inc.

January 18, 2013

Melinda Hitz
City of Garden City
P. O. Box 499
Garden City, KS 67846

Description: Semi-Annual Report
Reference # CDBG #87-BF-206
Period Ending: 12/31/2012

Dear Melinda:

Enclosed please find the Semi-Annual reports due January 31, 2013 for the above listed grant.

Please have the chief elected official sign the front page and mail to Ken Morgan, Kansas Department of Commerce, 1000 S. W. Jackson Street, Suite 100, Topeka, Kansas 66612-1354.

In your cover letter to Mr. Morgan, you may want to include projects that are currently in process. Those projects are listed on the attached memo.

I have included a copy of the report for your files.

Please send us a copy of the signed page and a copy of your cover letter so we can have them for our files.

If you have any questions please contact me at 620-227-6406.

Sincerely,



Faye Trent
Loan Servicing Administrator

Enclosures

File # 520600GC

Web Site: www.gpdionline.com
Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: gpdi@gpdi.kscoxmail.com
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801
An EDA Economic Development District and SBA Certified Development Company
An Equal Opportunity Lender, Provider and Employer

Serving Counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens and Wichita.

Program Income Report for Economic Development

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206
C. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012

ACCOUNT BALANCES

1) BALANCE BROUGHT FORWARD		\$ <u>241,830.46</u>
2) PLUS:	ALL DEPOSITS THIS PERIOD	\$ <u>69,623.56</u>
3)	INTEREST ON BANK ACCOUNT EARNED THIS PERIOD	\$ <u>219.72</u>
4)	*OTHER INCOME	\$ <u>489.35</u>
5) SUBTOTAL		\$ <u>312,163.09</u>
6) MINUS:	ALL LOANS MADE DURING PERIOD	\$ <u>0.00</u>
7)	ADMINISTRATIVE FEES	\$ <u>513.02</u>
8)	*OTHER LOSSES (include funds returned to State)	\$ <u>99.00</u>
9) TOTAL		\$ <u>311,551.07</u>

*EXPLANATION OF LOSS OR INCOME: Other Income is late fees collected from clients.

10) NAME AND ADDRESS OF BANK OF DEPOSIT: Commerce Bank
P.O. Box F
Garden City, KS 67846

CERTIFICATION: I certify to the best of my knowledge and belief that the information contained in this report is true and correct.

SIGNATURE: _____ DATE: _____
(Chief Elected Official)

TYPED NAME: _____

TITLE: Mayor

Grant/Local Loan Collection Report

A. GRANTEE NAME: <u>City of Garden City</u>	B. GRANT NUMBER: <u>87-BF-206</u>
C. NAME OF COMPANY: <u>Heyco, Inc</u>	
D. SEMI-ANNUAL -- FOR PERIOD ENDING: _____	<u>December 31, 2012</u>
E. GRANT AMOUNT TO BE REPAYED: <u>\$400,000.00</u>	F. FREQUENCY OF PAYMENT: <u>Quarterly</u>
G. TERM OF REPAYMENT: <u>120</u> MOS.	H. INTEREST RATE: <u>3%</u>
I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: _____	<u>1/1/1989</u>

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD:	_____
b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD:	_____
c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD:	_____
d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD:	\$ _____
e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD:	\$ _____
f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD:	\$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE:	<u>40</u>
b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE:	\$ <u>61,502.21</u>
c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE:	\$ <u>400,000.00</u>
d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE:	\$ <u>20,074.65</u>
e. BALANCE OF PRINCIPAL AND INTEREST DUE:	\$ <u>0.00</u>

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	_____	_____
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	_____	_____
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	_____	_____

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Paid in Full 6/7/98

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-001
 C. NAME OF COMPANY: Qualls, Inc
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$40,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 9%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 4/8/1991

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 16
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 5,777.09
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 40,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 3,250.65
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	_____	_____
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	_____	_____
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	_____	_____

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

Business was destroyed by fire in early August 1992.

Insurance proceeds paid off loan.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-002
 C. NAME OF COMPANY: Foster Music, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$26,250.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 60 MOS. H. INTEREST RATE: 9%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 11/1/1991

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 14
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 1,956.59
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 26,250.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 2,675.64
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	_____	_____
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	_____	_____
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	_____	_____

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

Paid in full 3/5/93

Grant/Local Loan Collection Reports

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-003
 C. NAME OF COMPANY: Threjay Marketing
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 7/1/1994

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 84
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 15,574.96
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 60,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 4,876.68
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>6</u>	<u>6</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>3.6</u>	<u>3</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

Paid in Full 6/7/01

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-004
 C. NAME OF COMPANY: Heyco, Inc. (Assumed by J & A Livestock Products, Inc.)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$100,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/1995

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 82
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 26,900.38
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 98,975.74
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 4,441.00
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 22,484.93

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>10</u>	<u>10</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>6</u>	<u>9</u>
e. NUMBER OF BASE JOBS:	<u>100</u>	<u>100</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) The business closed in September of 2003. The City has filed, jointly with Finney County, a Petition in District Court, Finney County, KS for the amount in 2e plus accruing interest and legal fees and the amount owed to the county of \$22,619.52 plus accruing interest and legal fees. Partial payment received. The balance due after judgement was written off.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-006
 C. NAME OF COMPANY: TeleServices of Garden City, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$99,999.76 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 2.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/98 (Amended to 10/1/98)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____ 16
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 4,068.79
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,141.04
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 15,847.64
 Administrative fees reimbursed \$ 13,235.00
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	0	_____
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	0	_____
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	10	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	0	_____
e. NUMBER OF BASE JOBS:	0	_____

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) The City and Finney County have taken ownership of all assets.

Liquidation or sale of assets is in process. Actual loss not determined until sale of assets is completed. Income from sale of assets will be split 80% Finney county and 20% to City of Garden City

Land and Building sold 9-28-01 for \$185,000. Taxes etc. were paid. Net amount received was \$144,914.40 (80% to Finney County and 20% to Garden City) Amount written off: \$64,858.75

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-007
 C. NAME OF COMPANY: MGM Enterprises, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$47,500.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 9%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 12/1/1997

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 30
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 9,193.40
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 47,500.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 2,444.55
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	_____
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	_____
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>5</u>	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>3</u>	_____
e. NUMBER OF BASE JOBS:	<u>0</u>	_____

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Paid in Full 6/27/05 as per settlement agreement with guarantor.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-008
 C. NAME OF COMPANY: J & A Livestock Products, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$190,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 10/1/1999

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 37
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 35,857.74
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 136,894.10
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 2,813.65
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: (Settlement Pd, no further funds to be collect) \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>19</u>	<u>19</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>10</u>	<u>13</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>36</u>	<u>36</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

The business closed in September 2003. The city has filed, jointly with Finney County, a petition in District Court, Finney County, Kansas for the amount in 2e plus accruing interest and legal fees and the amount owed to the county in the amount of \$63,393.57 plus accruing interest and legal fees. Partial payment received. The balance due after judgement was written off.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-009
 C. NAME OF COMPANY: R & R Frame & Axle, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 8%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 4/1/2001

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 120
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 27,368.61
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 60,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 4,386.54
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>3</u>	<u>3</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>3</u>	<u>3</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>3</u>	<u>3</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

PAID IN FULL 3/1/11

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-010
 C. NAME OF COMPANY: Lucy's Fashion
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$10,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 6%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 3/1/2004

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 72
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 2,324.26
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 10,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,894.19
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>1.25</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0.75</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>1</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

PAID IN FULL - 3/17/10

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-011
 C. NAME OF COMPANY: GCAP, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$50,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 6%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 3/1/2004

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____ 56
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 10,001.04
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 50,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,490.37
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	0	0
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	0	0
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	5	0
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	3	0
e. NUMBER OF BASE JOBS:	1	0

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

Paid in Full 8/21/08

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-013
 C. NAME OF COMPANY: Center for Independent Living Southwest Kansas
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$77,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 12/1/2006

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 7/24/2012
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 7/24/2012
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 1
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 4,729.93
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 50,259.03
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 8.18

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 54
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 25,243.49
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 77,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,558.50
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>8</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>5</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>90</u>	<u>90</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? [] YES [X] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Paid in Full 7/24/12 with funds from sale of building.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-014
 C. NAME OF COMPANY: Cummings Sales, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: Not Funded F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: _____ MOS. H. INTEREST RATE: _____
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: _____
 J. DUNS NUMBER: _____ (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ _____
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ _____
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 256.87
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ _____

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) No funds dispersed.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-015
 C. NAME OF COMPANY: Estes Enterprises, Inc. (A & W Drive-In)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$150,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 8/1/2009
 J. DUNS NUMBER: #010970522 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 7/2/2012
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 12/3/2012
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 6
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 3,970.39
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 6,456.77
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 43.90

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 41
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 31,063.26
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 40,344.74
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 763.94
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 137,204.70

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>30</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>16</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Business was closed the end of May 2011 due to change in
lessor. Payments are being kept current while client looks for new location.
6/30/12 Was not able to find a good location for a good price, moved A&W equipment to Long John Silvers, Garden City & remodeled store.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-016
 C. NAME OF COMPANY: Sinfully Sweet Bakery, LLC
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$25,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/2010
 J. DUNS NUMBER: 831891242 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 24.55

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 6
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 523.15
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 231.49
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 545.96
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 31,377.31

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>3</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>2</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN)

Borrower has been contacted about the past due payments.

Payments are past due for March 2010 thru Dec 2011. In Dec 2010 GPDI & the County's review committee discussed to meet with the client to determine a plan of action and to return to the committee by the end of Jan 2011 with a proposal. Proposal submitted and given until June 1st to change marketing & etc. Considerable progress made. Given until Sept 2011 to have started making monthly payments. 11/14/11 Closed business, taking orders at home. Letter to City & County for legal counsel to determine next step.

6/30/12 Borrower filed individual Bankruptcy this period, loan is in LLC.

Kansas Department of Commerce & Housing

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Small Cities Community Development Block Grant Program

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Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-017
 C. NAME OF COMPANY: Mauritta's Café
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$37,500.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2011
 J. DUNS NUMBER: #032846320 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 7/3/2012
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 12/5/2012
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 5
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 1,008.91
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 874.25
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 289.18

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 22
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 4,310.88
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 3,424.81
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 570.39
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 37,989.09

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>2</u>	<u>2</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through 12/31/11 (Complete)

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Ms. Adams has leased the property to Janie Morgan beginning 1/1/12. Ms. Morgan will operate Janie's Café. GPDJ has asked for a copy of the lease and gackground information on Ms. Morgan 12/31/12 Ms. Adamn continues to make payments. Ms. Morgan has been preparing information to purchase, not yet received.

Kansas Department of Commerce & Housing

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Small Cities Community Development Block Grant Program

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Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-018
 C. NAME OF COMPANY: The Paraclete Group, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$39,500.00 (Not drawn \$17,500.00) F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 12/1/2011
 J. DUNS NUMBER: #017220836 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 7/12/2012
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 12/26/2012
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 7
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 812.83
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 1,511.45
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 73.79

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 17
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 2,028.19
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 2,962.59
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 132.48
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 25,609.77

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>6</u>	<u>6</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>2</u>	<u>2</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>6</u>	<u>6</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Did not draw down \$17,500 of original funded project.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-019
 C. NAME OF COMPANY: TekVet Technologies Co.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2012
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT: Full payment by 3/31/12
 G. TERM OF REPAYMENT: 9 MOS. H. INTEREST RATE: 4%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: By 3/31/12
 J. DUNS NUMBER: _____ (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 65.31

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ _____
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ _____
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 214.41
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 60,000.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>50</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>26</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [] YES [X] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Funds disbursed in late June, no payment required until 2012.

Do to non-compliance, City Counselor has demanded evacuation & payment.

Kansas Department of Commerce & Housing

Small Cities Community Development Block Grant Program

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Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-020
 C. NAME OF COMPANY: _____
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: _____
 E. GRANT AMOUNT TO BE REPAYED: _____ F. FREQUENCY OF PAYMENT: _____
 G. TERM OF REPAYMENT: _____ MOS. H. INTEREST RATE: _____
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: _____
 J. DUNS NUMBER: _____ (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ _____

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ _____
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ _____
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ _____
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ _____

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: _____ To KDOC: _____
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [X] YES [] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) _____

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7



CITY COMMISSION

DAVID D. CRASE

Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

MEMO

To: Governing Body Members

From: Alcohol Fund Advisory Committee:
Members: Matthew Connell, Lauren Leuck, Gwen Tietgen
Staff Liaison: Ashley Freburg, Communications Specialist

Date: January 31, 2013

Re: 2013 AFAC Recommendation

Issue

The Alcohol Fund Advisory Committee met on January 14, 2013 to discuss the distribution of grant funds to area agencies to create or maintain programs targeting drug and alcohol prevention or treatment.

Background

The Alcohol Fund Advisory Committee was established in 1982 to advise the governing bodies of the City and County on the distribution of alcohol consumption tax funds. Funding for AFAC is established in KSA 79-41a04, which creates an Alcoholic Liquor Fund, and prescribes how those monies are to be distributed back to local units of government. For cities with populations greater than 6,000 the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to special alcohol and drug programs funded in the city treasury. AFAC is responsible for recommending to the City and County how the final third dedicated to special alcohol and drug programs will be distributed.

AFAC is committed to monitoring the effectiveness of the programs implemented by agencies that have been provided funding. Applicants are expected to provide a strategic description of how requested funds will be used, and recipients are expected to provide documentation as to their success in fulfilling their commitment.

While the committee seriously considers any request for funding that meets the criteria of KSA 79-41a04, AFAC is particularly interested in areas of substance abuse prevention. The committee monitors the distribution of funds as they relate to six categories identified by the Center for Substance Abuse Prevention:

1. Problem Identification and Referral
2. Alternatives and Activities
3. Community-Based Change Efforts
4. Environmental Approaches
5. Prevention Education
6. Information Dissemination



CITY COMMISSION

DAVID D. CRASE

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City Manager

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Finance Director

RANDALL D. GRISELL
City Counselor

2013 Request and Analysis

The Alcohol Fund Advisory Committee has completed its review of applications for 2013 funding. The Committee applied the process it has developed over recent years which is based on a solicitation of requests, evaluation of requests, and monitoring the past use of funds for those agencies that have previously participated in the program.

This year, the Committee solicited applications from area agencies, publicized the application on the City’s website (where a downloadable form was available), and in the Garden City Telegram. The Committee received 12 applications requesting a total of \$171,960. The City of Garden City has budgeted \$78,000 and Finney County has budgeted approximately \$14,000.00 for the purposes of distributing monies to agencies that qualify for AFAC funds. After reviewing agency proposals, the AFAC Committee respectfully submits the following funding recommendations:

	Agency	Amount Requested		Amount Granted
1	25th Judicial District Community Corrections & Rehabilitation Services	\$18,000		\$13,000
2	25th Judicial District Youth Services	\$20,000		\$20,000
3	Area Mental Health Center	\$15,800		\$10,800
4	Big Brothers Big Sisters of Finney & Kearny Counties	\$25,000		\$20,000
5	City on a Hill	\$18,000		\$3,000
6	Garden City Family YMCA	\$13,000		\$5,000
7	Garden City Razzles	\$2,000		\$0
8	Real Men Real Leaders	\$4,860		\$2,400
9	Salvation Army	\$26,800		\$7,800
10	Southeast Asian Mutual Assistance Association (SEAMAA)	\$10,500		\$0*
11	Spirit of the Plains, CASA Inc.	\$12,500		\$10,000
12	Summer Playground Program	\$5,500		0*

* Indicates agency recommended for Community Grant Funding

Based on the allocation of Special Alcohol Funds between the City and the Finney County the \$92,000.00 total proposed disbursement would be divided as follows: \$78,000.00 (84.8%) will be expended from the City’s AFAC fund and \$14,000.00 (15.2%) will be expended from the County’s AFAC fund.

The members of the Alcohol Fund Advisory Committee were pleased with the adherence applicants showed to the intent of the program. A number of these applicants have a history of receiving these funds and successfully documenting the impact these funds had in the community with respect to preventing alcohol and substance abuse.

Alternatives

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



1. Approve the Committee's recommendation to award \$92,000, including \$78,000 from the City to a total of nine agencies.
2. Alter the Committee's recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Committee's recommendation and send the item back to the Committee for further review.

CITY COMMISSION

DAVID D. CRASE

Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

Recommendation

AFAC would ask for Governing Body consideration of these proposed recommendations.

Staff recommends Governing Body consideration and approval of Alternative 1 as the Alcohol Fund Advisory Committee members feel the distribution levels represent a balanced and effective use of available funds.

Fiscal Note

If approved, the City of Garden City will expend \$78,000.00 from the AFAC Fund for the purposes of funding the AFAC Grant.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
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**COMMUNITY CORRECTIONS
&
REHABILITATIVE SERVICES**

BETH A. BEAVERS, DIRECTOR

STEPHANIE HORNBAKER, DEPUTY
DIRECTOR

OLANDA HERRERA, OFFICE MANAGER

COMMUNITY CORRECTIONS
OFFICE:

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

CARLOS MURILLO, ISO II

DIANA VASQUEZ, ISO I

GEORGE POLING, ISO

DAN DAY, ISO I

REHABILITATIVE SERVICES
OFFICE:

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

VACANT, REHABILITATIVE SERVICES
SUPERVISOR

VACANT, COUNSELOR

KATHY FRICK, COUNSELOR

ROBIN UNRUH, COUNSELOR

January 3, 2013

Ashley Freburg, Communications Specialist
Garden City
PO Box 998
Garden City, KS 67846

Re: Application for Alcohol Tax Funds

Dear Ms. Freburg:

Please find enclosed the 25th Judicial District Community Corrections and Rehabilitative Services' Application for Use of Alcohol Tax Funds. As a result of the indigent status of many of our individuals in Finney County, we are requesting \$18,000 to pay the services of our Outpatient Treatment Program for Chronic Substance Abusers, and a recurrent history of arrest and/or conviction or probation/parole violations for continued substance abuse activity. The grant request would allow us to provide a needed treatment for 15 individuals who are unable to pay due to financial status.

While the agency receives state funding for the provision of probation services to a targeted offender population, we are not a state operated program and depend on grant funding and offender fee payments to support the services that we offer in the counties that we serve. For example, the Rehabilitative Services component provides substance abuse counseling and education services (i.e., ADIS, domestic violence and life skills programs) and relies solely on grants and offender fees for funding.

If you have any questions about our application or agency, feel free to contact me by telephone or email. Your attention to our request is greatly appreciated.

Sincerely,

Beth A. Beavers, Director

Application for use of Alcohol Tax Funds

*2013 City of Garden City
Alcohol Fund Advisory Committee*

You may provide additional information. However, this form must be completed.

Agency Name:	25 th Judicial District Community Corrections and Rehabilitative Services, 601 N. Main, Ste. A, Garden City, Ks 67846. (620) 272-3630.
Purpose for Requested Funds:	While the 25 th Judicial District Community Corrections program receives state funding to serve a target offender population, the agency is not a state operated program and depends on grant funding and fee generation to support the services offered in the counties that it serves. For example, the Rehabilitative Services component provides substance abuse counselling and education services (i.e., ADIS, domestic violence and life skills programs) and relies solely on grants and fees for funding. The population that the agency serves are people who are in the court system. They are typically financially strapped due to court fees, restitution, unemployment or underemployed. Since there are limited substance abuse programs for individuals in Finney County, the purpose of the requested funds is to provide the needed services of the Outpatient Treatment Program for Chronic Substance Abusers to persons that are unable to pay for substance abuse treatment that they need. The alcohol tax funds would allow the agency to offer the needed services to those individuals who would not be able to obtain the needed treatment. Offenders will be evaluated to determine a need for services through the completion of a comprehensive evaluation to determine their history and level of difficulty with illicit drugs or alcohol. Referrals would be accepted from the District and Municipal Courts, Community Corrections Officers, Court Services Officers and State Parole Officers within Finney County.
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	<p>The requested funding amount is for The following is a breakdown of the projected expenses:</p> <p>Outpatient treatment for 15 offenders.... \$1,200 X 15 = \$ <u>18,000</u></p> <p>Total Request.....\$18,000</p>
Describe how will your request will address one	The Outpatient Treatment Program for Chronic Substance Abusers expanded services, as described in this grant application, will provide non-residential alcohol and drug counseling in a therapeutic setting for the diagnostic and primary treatment of our clients on a scheduled and non-scheduled basis. Clients with present or past histories of alcohol

<p>or more of the following;</p> <ol style="list-style-type: none"> 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers. 	<p>and or drug abuse, whose current physical or emotional status allow them to function in their own community will be considered eligible for services. The chronic abuse treatment program typically consists of 12 individual sessions and 24 (2 hour) group sessions at \$20 per hour. The program is tailored to meet the client's needs. The program can be longer or shorter than the above amounts. Topics to be covered during the first phase of treatment include:</p> <p>Phase 1</p> <ul style="list-style-type: none"> Addictive Disease Concepts Physiological Effects of Drugs and Alcohol Psychological Effects of Drugs and Alcohol Drug and Alcohol Education Introduction to 12 Step Programs AIDS / Hepatitis / Communicable Disease Education Assertiveness Training, Self Esteem (Cognitive) Denial, Anger, Resentment and Fears (Cognitive) Instability and Problem Solving (Cognitive) Values and Relationship (Cognitive) Relationships Loss and Grief <p>The second phase of treatment will focus on continuing sobriety and relapse issues. The Aftercare/Relapse prevention module will require ongoing regular sessions addressing the topics that will include, but not limited to:</p> <p>Phase 2</p> <ul style="list-style-type: none"> The Recovery Process Utilizing Support Groups Understanding Relapse, Relapse Prevention Co-Dependency Education and Discussion Managing Post Acute Withdrawal Phases and Warning Signs of Relapse Stress and Depression Family Support and Involvement
<p>How will you measure the effectiveness of your use of the funds?</p>	<p>The agency will identify those offenders that need financial assistance by having them fill out an application for indigency determination. The applicant will have to be a resident of Finney County. The applications will then be forwarded to the director/ deputy director who will either grant or deny the application based on the criteria answered. These applications will be maintained by the director. If the application is granted a monthly invoice of services provided will be attached to application. The application is as follows:</p>

25th Judicial District Community Corrections

APPLICATION FOR INDIGENCY DETERMINATION

A. Information for the Applicant:

1. If the director/deputy director finds that you meet the official financial guidelines to have any or all of the fees incurred with the 25th Judicial District Community Corrections, you will still be required to pay costs, fees or restitution imposed by the court.
2. You must file a separate application anytime your financial situation no longer meets the official guidelines or the director/deputy director requires you to do so.
3. At any time, you may request or the director/deputy director may require a review of your eligibility for a waiver of fees; and, at any time, the director/deputy director may require you to pay fees previously waived or to pay future fees.
4. When you sign this form, you will have to swear or affirm that you have completely and truthfully provided all information sought, to the best of your knowledge and ability.
5. The information you give in this form will be confidential.
6. Except for signatures, all information must be clearly printed.

If you knowingly give any incomplete and/or false information, you may be prosecuted for the crime of false swearing.

B. Information about You and Your Case:

1. Name: _____

Telephone Number: _____

Address: _____

2. Describe the fees and amount that you are requesting to be waived:

C. Information about Your Financial Situation:

1. What is your current yearly household net income (take-home) from all sources (salary or wages, business(es), government payments, rents, pensions, interest, etc.): \$_____
2. List the names and relationships to you of all the persons supported by this income, whether or not they are household members:

3. What is the total number of these persons? _____
4. How much money do you and your household members have in cash, checking and savings accounts, deposit certificates, an/or bonds (liquid assets)? \$_____
5. List your regular monthly household dept-payment and other expenses
(mortgage, car, and other debt payments; food, rent, utilities, medical transportation, child-care, and other expenses):

6. What is the total amount of these monthly expenses? \$_____
7. List all cars, trucks, motorcycles, or recreational vehicles (all-terrain vehicles, motor homes, snowmobiles, boats), including their make, model, and year, that you and your household members own:

8. What is the total value of the above items? \$_____
9. List all real estate (houses, lots, land, rental property, other commercial property) that you or your household members own:

10. What is the total value of the above items? \$

11. What would be the consequences for you if a waiver of fees is denied?

By signing my name on this form, I swear to or affirm: the completeness and truthfulness, to the best of my ability and

knowledge, of the information I have provided and my belief that I have a right to a waiver.

Signature of Applicant: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__.

NOTARY PUBLIC

For Agency Use Only

The affiant's application for a waiver is (initial one):

_____ Granted

_____ Denied

Date: _____

Signature of Director/Deputy Director:

FN2.2AID

Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 5:00 p.m., December 16, 2011. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

Application for use of Alcohol Tax Funds

2013 City of Garden City
Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	25 th Judicial District Youth Services
Purpose for Requested Funds:	Youth Services is requesting funding to employ 50% of one full time juvenile substance abuse treatment professional and operational costs associated with delivering evaluation, education and treatment services to youth and families in Garden City and Finney County.
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	<p>Youth Services is requesting \$20,000 for salary costs for 50% of a substance abuse counselor.</p> <p>Youth Services has funding from other sources to pay the remaining salary costs for this position.</p>
<p>Describe how will your request will address on or more of the following;</p> <ol style="list-style-type: none"> 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers. 	<p>Youth Services has created a comprehensive juvenile treatment program that offers prevention, intervention, and treatment services for youth in the community. Youth Services offers a 16-hour alcohol/drug information school for youth experimenting or at-risk of experimenting with substances. The program teaches the dangers of substance abuse, refusal skills, appropriate decision-making, and pro-social activities to these youth. Intervention and treatment services include comprehensive evaluation services by a licensed substance abuse counselor, treatment services utilizing group and individual treatment techniques, and aftercare services for youth returning to the community from inpatient treatment. Youth Services is the only substance abuse treatment program that focuses solely on the unique needs of the juvenile population.</p> <p>Youth Services has one full time substance abuse counselor and one ½ time substance abuse counselor shared through a MOU with USD-457, Adult Corrections and JDC. These counselors are trained in the SASSI assessment tool and the KCPC. Further, all substance abuse counselors are trained in cognitive treatment techniques that are shown in recent research literature as an extremely effective technique in the areas of marijuana and cocaine addiction intervention and treatment.</p>
How will you measure the effectiveness of your use of the funds?	<p>Youth Services will utilize numerous measures to determine the program's effectiveness. These include:</p> <ol style="list-style-type: none"> 1. Each youth receiving services will complete a Back on Track Assessment that measures risk and protective factors the youth presents at the time of treatment. Upon completion, the youth will complete a post Back on Track assessment to determine the level of change in the risk and protective factors presented after the treatment modality application.

	<p>2. Youth Services will measure retention rates by tracking the number of youth referred for treatment services compared to the number of youth completing treatment services.</p> <p>3. Youth Services will monitor the effectiveness of the treatment services by utilizing urinalysis testing on all youth referred for treatment services. (Youth referred for the prevention services only will not be tested during the treatment modality)</p>
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Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

Alcoholic Liquor Fund

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and prescribes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The Garden City Alcohol Fund Advisory Committee

The City and County Commissions established in 1982 (City: Ord. 1484, and County: Res. 18-82) the policies of the local Alcohol Fund Advisory Committee (AFAC). AFAC has advised the governing bodies on the distribution of alcohol consumption tax funds since inception. In 1990, the City and County Commissions changed the composition of the board from 12 members to 3 (City: Res. 1553, and County: Res. 11-90), but the charge of the group remains the same.

Currently, AFAC is committed to establishing a process by which to distribute the funds in a manner that enables the group to monitor effectiveness. Applicants are expected to provide a strategic description of how requested funds will be used and recipients are expected to provide documentation as to their success in fulfilling their commitment.

While the committee will seriously consider any request for funding that meets the criteria of KSA 79-41a04, AFAC is particularly interested in areas of substance abuse prevention. The committee monitors the distribution of funds as they relate to the following six categories identified by the Center for Substance Abuse Prevention:

- 1) Problem Identification and Referral
- 2) Alternatives and Activities
- 3) Community-Based Change Efforts
- 4) Environmental Approaches
- 5) Prevention Education
- 6) Information Dissemination

AFAC conducts mid-year and end of year reviews on all awarded funds. Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December).

Application for use of Alcohol Tax Funds

2013 City of Garden City

Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	Area Mental Health Center (AMHC)
Purpose for Requested Funds:	Our proposal provides services to adolescents and staff trainings at the Southwest Regional Detention Center. Weekly 2 hour Therapy Groups for youth identified as using substances and in need of treatment/support led by an AMHC Therapist will be run similar to an AA/NA support group. Weekly 2 hour Psycho-Educational Groups for both Mental Health and Substance related issues "co-occurring disorders" (because we know these two problem areas often go hand-in-hand) will focus on co-occurring disorders, mental health and substance use issues. Semi-annual 1 hour trainings will benefit staff. Currently, AMHC provides "crisis services" to any adolescent placed there when in crisis, which typically means they have thoughts of or have engaged in act(s) of harm to self or others in relation to their mental health issues. Additional services beyond crisis treatment will help with problem solving skills, making better choices, self esteem, stress management, communication skills, and respect for themselves as well as authority.
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	<p>Group Therapy reimbursement cost of \$75 per hour 4 hours JDC Group Therapy per week at \$75/hour=\$300/week*52/weeks=\$15,600</p> <p>Staff Training reimbursement cost of \$200 per hour JDC Staff Training at \$100/hour*2/hours annually=\$200</p> <p>TOTAL Garden City Alcohol Funds REQUEST: \$15,800</p> <p>In 2012 the Juvenile Detention Center housed 567 children/adolescents as of 12/18/12. Per Director Katrina Pollack, youth are often admitted for up to 28 days because they were sanctioned for having a "dirty UA" proof positive of drug/alcohol use. Costs of \$145 daily are passed on to the County from which the child originates and/or the parent. Costs for a 28 day stay due to drug/alcohol use translates into expenses of \$4,060.</p>
Describe how will your request will address on or more of the following: 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	<p>At this time, children/adolescents housed at JDC receive no substance use or mental health services. AMHC's services will be of some benefit to every youth there.</p> <ol style="list-style-type: none"> 1. Weekly education through 2 hour Psycho-Educational Groups serves as a preventative measure and insures insight into substance abuse and mental health disorders. Semi-annual staff trainings increase knowledge and ability to interact with youth struggling with these issues. 2. Emphasize family and how family heritage/dynamics can play a role in substance abuse issues. 3. Weekly treatment through 2 hour Therapy Groups. We will talk about co-occurring mental health and substance use and how they interact and worsen symptoms. 4. Professional AMHC staff serve as positive role model and resource for additional services post-JDC placement discharge. We feel our role there might engage them in seeking additional services. <p>For youth already receiving services, this will be a continuation of care. For youth in need of services, the onset of care will occur while they stay at the detention center.</p>
How will you measure the effectiveness of your use of the funds?	AMHC will provide Quarterly Reports reflecting the number of Youth served in the groups and the number of Staff trained on substance abuse issues.

Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

Application for use of Alcohol Tax Funds

2013 City of Garden City

Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	Big Brothers Big Sisters of Finney & Kearny Counties
Purpose for Requested Funds:	To provide adult volunteer mentors to be matched with at-risk students grades K-6 and to provide training for every volunteer on alcohol/drug prevention, provide support and referral services to parents, and provide the Face to Face Character Building program through GCFD
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	\$25,000 (100 youth @\$250 per child for year) To provide for staff support, volunteer recruitment, case management, and supplies all directly related to services to children.
Describe how will your request will address on or more of the following: 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	Our request will address alcohol prevention and education, through placing mentors with area school children ages 5-13, volunteer community mentors with children ages 5-17, providing an intensive 6 week character building program through three area agencies, and increase services to parents of youth we serve by providing them with information on existing resources specific to their family situation. We will also provide each mentor with a prevention-based orientation/training and each child will receive same information.
How will you measure the effectiveness of your use of the funds?	We will measure our effectiveness through use of an instrument developed for Big Brothers Big Sisters of America that provides outcomes and tracks each child in 21 key areas including alcohol/drug prevention.

Please complete and return to City Manager's Office, PO Box 499, Garden City, KS 67846 by 5:00 p.m., December 31, 2012. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

End of Year Review for 2012 Alcohol Tax Funds

City of Garden City
Alcohol Fund Advisory Committee

Agency Name:	Big Brothers Big Sisters of Finney & Kearny Counties
Proposed use for Funds:	To provide adult volunteer mentors to be matched with at-risk students grades K-6 and to provide training for every volunteer on alcohol/drug prevention disseminate prevention information to parents and volunteers in English/Spanish
Amount Awarded:	\$20,000
Describe in detail how you used your 2012 funds.	We have used the funding to assist us in our program expenses. We served 576 students matched one to one with a trained supervised mentor.
How will you measure the effectiveness of your use of the funds?	We measured our effectiveness through use of an instrument developed for Big Brothers Big Sisters of America that provides outcomes and tracks each child in 21 key areas. Results in attached report.

Application for use of Alcohol Tax Funds

*2013 City of Garden City
Alcohol Fund Advisory Committee*

You may provide additional information. However, this form must be completed.

Agency Name:	Big Brothers Big Sisters of Finney & Kearny Counties
Purpose for Requested Funds:	To provide adult volunteer mentors to be matched with at-risk students grades K-6 and to provide training for every volunteer on alcohol/drug prevention, provide support and referral services to parents, and provide the Face to Face Character Building program through GCFD
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	\$25,000 (100 youth @\$250 per child for year) To provide for staff support, volunteer recruitment, case management, and supplies all directly related to services to children.
Describe how will your request will address on or more of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	Our request will address alcohol prevention and education, through placing mentors with area school children ages 5-13, volunteer community mentors with children ages 5-17, providing an intensive 6 week character building program through three area agencies, and increase services to parents of youth we serve by providing them with information on existing resources specific to their family situation. We will also provide each mentor with a prevention-based orientation/training and each child will receive same information.
How will you measure the effectiveness of your use of the funds?	We will measure our effectiveness through use of an instrument developed for Big Brothers Big Sisters of America that provides outcomes and tracks each child in 21 key areas including alcohol/drug prevention.

Please complete and return to City Manager's Office, PO Box 499, Garden City, KS 67846 by 5:00 p.m., December 31, 2012. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

December 13, 2012

City Manager's Office
PO Box 499
Garden City, KS 67846

To Whom it May Concern:

We would like to apply for AFAC Funding for 2013 and would like to offer the attached information on our programs as a year-end report for 2012 and grant request for 2013. If you have questions, or for further information, please contact me at the above address or at (620) 275-2424. Thank you for your consideration of our request.

Our community based and school-based mentoring programs have been extremely successful and effective within our community for more than 20 years. We provide this free service in which our carefully screened volunteer mentors visit their matched *little's* in school classrooms or in the community once a week. During this time, the youth receives assistance with schoolwork, emotional support, alcohol/drug/gang prevention education, and community resource education, as well as companionship with a positive role model with whom they learn to trust. This supervised bond combine with individualized case plans for each child is what creates lasting behavior changes in these youth. Short term, students show increased self esteem, better grades, school success, school participation, reduced truancy and delinquency, better relationships with parents/peers, and increases ability to make good decisions. Long term outcomes show high school graduation, post high school education including college, gainful employment, and ability to manage issues without use of drugs/alcohol.

To make a difference in the life of one child, what does that mean to you? Each year, Big Brothers Big Sisters of Finney & Kearny Counties matches approximately 1000 local children with carefully trained and supervised mentors. They are making a difference for those children facing adversity in our community. Statistics show that kids who participate in Big Brothers Big Sisters programs are more likely to graduate high school, and more likely not to be involved in the juvenile justice system.

Over the last 27 years, the average cost per year to match a child through Big Brothers Big Sisters was less than \$250 per child. Those youth with a high school diploma will earn on average \$10,000 per year more than those without a diploma. They are also more likely to attend college, which raises their income exponentially.

It costs \$180.00 per DAY to house a youth in the local juvenile detention center and \$223.74 to house a youth in the Juvenile Correctional Facility. The average stay for a youth in a JCF is 270 days, costing the taxpayers in the State of Kansas \$48,000 to \$60,410 per year per child!

Our agency has served more than 10,000 youth in the last 27 years, with a better than 95% success rate. By helping even one youth remain off public assistance, and out of the juvenile justice system we have saved our community and the State tax payers \$48,000-\$60410 per child per year. Those savings add up to be \$456,000,000 at a minimum, to over \$573,626,390 in the last 27 years for juvenile delinquency prevention alone. The cost savings on welfare programs and other social services are not included in that total.

BBBS focus is to help children facing adversity to become productive citizens able to achieve lifelong success. We want to eliminate the chances of the children in our community becoming a statistic. Our agency runs on a small staff and a large group of volunteers within our community. Our staff trains volunteers to work with our children and their families. The staff also monitors each match to ensure the child's needs and goals for success are being met.

By helping the youth, we also help the families to become more successful. Some families struggling to provide for their children and by having this extra support they feel better about their child's future and their own. Once the child begins to show interest and success in school, the family becomes interested in school. Once one child graduated from high school, it is more likely that siblings will graduate from high school. This trend then continues with the child's family and we have broken the circle of low achievement.

Our staff track each child on a monthly basis to make sure the ever changing needs of each child are met—whether that is academically or socially. School personnel, the child's guardian and our case managers work diligently with each child and volunteer to ensure the success of each child.

Our *outcomes* completed on children in our programs consistently show these successes:

- **100 % of students matched with a Big Brother or Sister volunteer at school showed marked improvement in their self-confidence,**
- **99% showed improved mental health,**
- **97% improved academically,**
- **97% increased participation in class,**
- **97% showed more positive attitudes toward school,**
- **100% demonstrated an ability to avoid alcohol/substance abuse, and**
- **99% demonstrated an ability to avoid delinquency.**

In the last year our agency has been able to match 576 children with a mentor, and train over 362 volunteers, school personnel, and parent/guardians on drug/alcohol prevention, increasing self esteem in children, gang prevention, cultural awareness, tolerance, how to talk to children, available community resources, and when to ask for help.

Our agency exceeded our goals for 2011-12, which were to increase our community partnerships and match 440 children one to one over the course of the year with a mentor, and to ensure that 80% of those children in our programs demonstrate an ability to avoid alcohol/substance abuse, delinquency and gang involvement, improved mental health, and improvement in school performance.

Our school based mentoring and community-mentoring programs are a vital community resource because they help to fill the gap for those underserved youth who require extra attention, as well as assist in easing the burden left on classroom teachers. In 2009, we added summer mentoring to our programs. Together with concerned members of the Community Health Coalition, the City Manager, the Finney County Sheriff's Office, Garden City Community College, local radio stations, Garden City Recreation Center, St. Catherine's Hospital, area teachers, the local school district, and the Center for Children & Families, we continued our summer mentoring program. Our initiative was to gather enough meeting spaces and volunteers to facilitate our goal of providing one-on-one mentoring, four times per week for the 186 children who otherwise would be attending summer school again this summer.

Each day the children read books, completed reading comprehension worksheets, worked on math, sight/spelling words, and wrote in journals. By the last week of the program, which was to be the week of July 20th, every child had improved—most dramatically. ***These are the underserved children in our community.*** From a group of Burmese refugees who learned to speak English, to a kindergartener who could not write her name, could not write her numbers to 100, and did not know her sight words to being able to write her whole name across the top of the page, writing her numbers each day in order from 1 to 100, and learning most of her sight words; to a teen who was skipping school, struggling with reading and in a foster home who ended up running away this summer—but still walked to mentoring every day. She never missed. You can see the success in the kids' faces when they finally understand. There were many youth this summer who started out barely grasping the principles of multiplication, who by the end of the summer could not only complete double digit multiplication, but learned division.

In addition, we expanded our services in order to reach a different, but targeted, population of underserved children, namely:

- children who are in homes where English is not the primary language,
- children of offenders,
- siblings of juvenile offenders, and
- children who are failing in school but do not qualify for special education services.

Our agency has shifted our focus to provide services to these children. It is our view that these children are most at risk for alcohol use/abuse. Our program has been very successful in providing mentoring to children from single parent families as seen in our outcomes listed above. These groups were chosen in direct relation to the needs assessment shown on the Communities that Care survey results for Finney and Kearny Counties, and through needs the school district, the Community Health Coalition, Community Corrections, and Youth Services have documented.

However it is our goal to meet the needs of the above groups of children so that the risk factors in their lives are minimized and the protective factors at school, home and in the community are optimized. In order to accomplish this, we will be focusing on serving 250 children targeted by the needs in our community as outlined above and from groups that also show other high risk factors.

Each volunteer and child's parent will be given information on community resources, a referral form for BBBS to refer parents for services we do not provide to our area partners through the Community Health Coalition, and will be trained on the Life skills program through our Program Coordinator. Each child will be evaluated and placed with a mentor either at school or in the community, tracked using our proven program outcome evaluations, and now given the opportunity to participate in our summer school mentoring program to provide continuity and consistency for these youth.

Our goals are:

- **To recruit, screen and train mentors to be matched one to one with a minimum of 100 underserved youth (we have exceeded our goals year after year in the number of children we are able to reach) from the targeted areas as determined by need assessment: children who are in families where their parent/guardian is on probation or has been in jail, children who live in homes where English is not the primary language, minority/refugees, or children that are at high risk due to other listed factors and are failing at school in one or more subjects. Matches will continue throughout the summer to provide consistency and continuity for the children.**
- **To ensure children in our programs demonstrate an ability to avoid substance abuse as reported on Program Outcome Evaluations. 95% demonstrating the ability to avoid substance abuse, 95% of children to demonstrate an ability to avoid delinquency and gang involvement, and 95% showing improvement in mental health, 95% showing improvement in school performance.**

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In these hard economic times, children should still have hope and we know that *good prevention programs not only increase knowledge, but produce lasting changes in behavior.* Our program has been successful year after year in doing just that.

Our hope is by providing these programs, it may inspire all communities experiencing similar situations to help ensure a brighter future for all children and to show that spending time mentoring a child—paying attention—**ALWAYS** makes a difference.

PROBLEM STATEMENT AND NEEDS ASSESSMENT

Our program will address the following:

We have shown year after year that youth matched with a trained volunteer mentor stayed in school, did not get suspended, increased school participation and did not drop out. 18.9% of Finney County 6th graders also reported having at least one friend who had been arrested in the last year, *almost triple* the state average of 6.8 %.

Beyond specific incidents of delinquency, gang involvement is very high in Finney County. In 2006, the Finney County Sheriff Department estimated there were ten different gangs in the area, involving over 500 known gang members. In Finney County the average age of first gang involvement, as reported in the Communities That Care survey, is steadily decreasing, from 12.89 years old in 2003 to 12.0 in 2009. Of 6th graders surveyed, 21.6% and 27.3% of 8th graders reported having at least one good friend who is a gang member, (Kansas state average is 10.6 %). Placing these children with screened, trained, adult mentors who will spend time with them and act as role models, will increase the protective factors within their peer groups, school and community.

Another very startling statistic is that 5.6% of 6th graders and 6.7% of 8th graders in Finney County have carried a handgun in the last 12 months. These are children in a small town who are 11 to 13 years old. Of all students surveyed up to 12th grade, 10.7 % reported that at least one of their friends has carried a handgun in the last 12 months. In 2008, 14.8% of these children also indicated that they felt it was easy to obtain a handgun. Combined with the report that 14.6 % of Finney County 6th graders and 14.2 % of Finney County 8th graders have reported they have attacked someone with the idea of seriously hurting them in the last year. The state averages 9.5 % of 6th graders and 12.4 % of 8th graders reporting attacking someone with the idea of seriously hurting them. It has become clear from these statistics that violence and gang involvement begins early and prevention must begin even earlier.

According to the CTC in 2009, 22.7% of 6th graders and 29.2% of 8th graders reported knowing at least one adult personally who, in the past year, have: done things that could get them in trouble with the police like stealing, selling stolen goods, mugging, or assaulting others. These are both above the state average at 15% for 6th graders and 22.6% for 8th graders. 47.1% of 6th graders and 55.8% of 8th graders reported knowing at least one adult personally who had gotten drunk or high in the last 12 months, and 14.1% of 6th graders and 22.8% of 8th reported personally knowing an adult who dealt drugs. In addition, 32.7% of 6th graders and 37.6% of 8th graders reported personally knowing an adult who used marijuana, crack, cocaine, or other drugs.

As reported by Community Corrections and Youth Services in Finney County, the children of adult offenders and children who have someone in the home who has been arrested are an

underserved population we are trying to reach with these grant funds. This has not been done by any other agency in this area. Placing mentors with these children to provide them with positive adult role models, and providing community resources to the family is our proposal. This will increase the protective factors and reduce the risk factors within their family, peers, community and schools.

Drug and alcohol use are also very prevalent among children in Finney and Kearny Counties. The 30-Day Prevalence Rates reported by the Communities That Care survey for 6th, 8th, 10th, and 12th graders are still far above the state averages among 6th and 8th graders. 30-day prevalence rate for alcohol use is 27.1% in Finney County.

Of those, the 30-day prevalence rate for alcohol use was noted as 12.1% of Finney County 6th graders, and 25.8 % of Finney County 8th graders. They also report that it is very easy or easy to obtain alcohol and marijuana. 23.7% (this number has doubled in the last year) of youth in Finney County report it is very easy to obtain alcohol, 21.6 % (this number has doubled in the last year) of Finney County youth report it is sort of easy, for a total of 45.3% of youth in Finney County who are feel it is not hard to obtain alcohol.

11.8 % report it is easy to obtain marijuana. These reports are particularly alarming because these statistics are reported by children who are only 11 to 13 years old. Another underserved group of youth we are trying to reach with this program are not receiving the protective factors of family and community support at home as reported above and by area schools.

In addition to these statistics, Finney County has a high rate of children who are on Free/Reduced Lunch programs (59.67%). According to the Kansas Action for Children website, Finney County is ranked 101 for children who qualify for free schools lunches because they are living in poverty. These students may not be getting services elsewhere.

In Finney County, we have been able to access the highest risk children through our school based mentoring program as their parents often do not make the effort to put them in our core program. Mentors are able to help these students at school and our agency is also able to meet the needs of the children and work with the parents at the school, instead of in their homes where the school environment is less threatening to them. The mentors, teachers and children are trained on healthy living, avoiding drug /alcohol use, gangs, communication, and community resources-- such as Area Mental Health, Churches, Salvation Army, Health Departments, and SRS. This year we are hoping to implement a comprehensive program that will go further into helping the family of the child through providing information and resources to the parents for the parents. This will strengthen the protective factors involving parents/families and will be provided in English and Spanish.

According to the CTC survey, 76-83% of youth enjoy spending time with their parents. 86.3% also report that their parents tell them they are proud of them for something the child has done. However, there is a risk group of children who also report that their parents would not know if they came home on time including 17.5 % of 6th graders and 18.1% of 8th graders in Finney County. Both above the state average. 20.1% of children also reported that when they are not at home neither parent knows where they are or who they are with. These statistics are both

promising and discouraging. Children do want to spend time with their parents and their parents do encourage them, which are strong protective factors.

However, the poor family management, shows many children are at high risk. We would like to strengthen this risk factor through education and referrals to these families through our partner network. Partners are listed on our collaboration section. Through sending written, detailed referrals to our partners the child and his/her family will have many sources of support and education that together will strengthen the families for better home environments for the children. This protective factor will further enhance the chances of these underserved children to succeed.

These issues need to be addressed through a proven prevention program that begins before students reach 6th grade to prepare them for these pressures. Our program addresses these issues, and the demand for our services shows that others believe in it also. From 2003-2010, we were able to expand services to five additional elementary/middle schools, which did not have mentors before and expanded into Kearny County Schools including Deerfield Elementary, Deerfield Middle School, Lakin Elementary, and Lakin Middle School. We have shown success year after year in our Outcomes, and in 2009, with two months notice we organized a successful City-wide summer school mentoring program that was recognized by Big Brothers Big Sisters of America and sent out to more than 500 agencies nationwide.

As you can see from past and most recent summer program success in implementing proven mentoring programs with parent involvement and screened adult mentors every child improved who was matched with a mentor. These improvements were across the board showing increases in healthy living, positive mental health, improved relationships with family and peers, prevention of drug and alcohol use, avoidance of delinquency, and improvement in school. Our outcomes continue to show that we exceeded our goals in helping children every single semester. Our outcomes indicate our programs are working.

We continue to build our program through community partnerships and expand our services, unfortunately, there are so many more children who are not being served, but who desperately need our services. With help from AFAC grant we can reach a new population of underserved children as noted in our needs assessment, CTC statistics, school district data, and data from Court Services--developing not only more matches, but more resources within our communities.

Our previous success with our summer school program, school mentoring programs, community mentoring programs, summer program and consistent positive outcomes reported on children we serve year after year has shown our programs are successful. There are hundreds of underserved children in these two counties who desperately our help. The Garden City School District alone has estimated that there are in excess of 2000 youth who need a mentor. The funding we asked for will allow us to expand our services to more children and their families and be more effective in providing lasting prevention results to higher risk and a different group of underserved children. We hope by providing mentors to these youth that it will not only improve their lives, but the lives of the children around them, their families, their schools, and their communities.

The school districts, Community Corrections and Youth Services will be providing targeted referrals to our program for the purposes of this grant. We will increase resources to children and to parents through our community partners. The Community Health Coalition will be taking referrals from our agency to assist in supporting both the children and their families by providing them with needed resources from medical care at a reduced cost, daycare help, parenting classes in English and Spanish, marital classes in English and Spanish, preschool screening, counseling, help with basic needs such as food, clothing, shelter, and translating when needed—Spanish, Burmese, Vietnamese, Laotian, German, or Somalian.

Our previous success has shown that we are efficient and conscientious with our time and financial resources as well as seeing consistent improvement in the children we serve. The children we are serving are supported by our mentors and their families are supported by our partners and the improvement is documented.

These are the children you are seeking to serve with this funding. These children are currently not in special education classes, they are NOT being served, but are failing in one or more areas of school. In addition to the above criteria used to target the most at-risk students, they are typically are at-risk due to at least three of the following:

- they are on free or reduced lunch (poverty),
- minority children, from single-parent, grandparent, or foster families,
- are failing at school,
- They are not getting services through their State educational agencies and they desperately need help.
- These children are getting suspended, expelled, getting pregnant, failing classes, and becoming truant.

Our mentors will be matched with this population of youth who need additional services and if they get suspended, expelled, become pregnant or need to meet with their mentor at an alternative site, we have already arranged for that to take place with our community partners. We seek to address these issues where the schools cannot.

The program we are proposing, follows the Communities that Care Model and combines that model with our proven mentoring program. In addition, we are using the proven Life Skills training program to strengthen the protective factors within the family, peer group, school, and community. We feel this is a strong and powerful combination that has been proven statistically to work. Our program will seek to decrease the risk factors within the child's family, school, community, and peers and increase protective factors within those areas to support the child.

The portion of this project we are asking for AFAC funding is to serve the one to one matches and their families, approximately 100 children. The cost per match would be \$250 per child for

a year. This is an investment that has been proven again and again to be effective in changing risky behaviors.

Our program is a one to one mentoring program where the mentor meets face to face with the youth on a weekly basis for the school year, and continues throughout the summer. This project year, matches will be given an opportunity to meet at monthly activities. Families will be notified of this through a newsletter that will be printed in English, Spanish, and Burmese. Each mentor, school personnel, and each child's parent will be given information and training on character development, drug/gang prevention, community resources to provide support to families, and peer pressure.

Our programs prevent illegal drug use and violence for youth who are not normally served by the State or local education agencies and need special services such as youth in detention centers, suspended students, expelled students, pregnant and parenting teens, and for the purposes of this project, children of adult offenders, children who have other family members who are offenders, and children who are in homes where English is not the primary language. We provide consistent, structured, monitored stable relationships between caring adults that involve weekly ongoing face to face meetings between the volunteer and child, and focus on the development of character, capabilities, and confidence of the children.

We include the parent/guardian in our training, provide them an opportunity for input, and provide them with resources. Our volunteers also receive training on gangs, drug/alcohol prevention, community resources, building self esteem in children, how to talk to children and in Life Skills. Our programs help children feel they are safe and can develop life goals.

PRINCIPLES OF EFFECTIVENESS

Through utilizing an assessment of objective data, an established set of performance measures, scientifically based research, and an analysis of the data we have determined that BBBS programs run by Big Brothers Big Sisters of Finney & Kearny Counties meets these principles of effectiveness. Upon analysis of the objective data from Communities That Care and the Kansas Kids Count Data Book, we have determined that although illegal drug use, alcohol use, gang involvement, and kids living in poverty are still far above the state average and remain a major problem in both Finney and Kearny County. The Big Brothers Big Sisters program utilizes a proven Program Outcome Evaluation system of performance evaluation. We can effectively measure each individual's progress in 21 key areas as well as overall trends in these areas to identify those issues which need more attention to successfully improve the mental health and overall success of each student in our program.

Big Brothers Big Sisters programs have been proven effective as prevention programs. According to a major four-year study by Public/Private Ventures, youth matched with a Big Brother or sister were 70% less likely to be arrested, 53% less likely to skip school, 33% less likely to engage in violent confrontations, 46% less likely to initiate drug use (70% less likely for minority students), and 27% less likely to start drinking alcohol (50% less likely for minority students).

A 2-year study of five School-Based Mentoring Programs by Big Brothers Big Sisters of America, funded by UPS, showed that of youth matched one-to-one at school: 64% had better attitudes toward school, 58% achieved higher grades in social studies, languages, and math, 60% improved relationships with adults, and 64% had higher self-confidence. Providing adult volunteer mentors has a positive impact with far-reaching results, as children with positive self-confidence and academic success are less likely to drop out of school and less likely to begin using drugs or alcohol or engaging in delinquent behavior.

Our programs require some level of parental involvement. The Community-Based program requires direct monthly contact and input from each child's parent. The School-Based program is designed to reach children whose parents can not or will not give that level of involvement, so the degree of input is up to each individual parent. Parents are required to enroll their children and then invited to participate in the monitoring and evaluation process. It is vital that the School-Based Mentoring program continue as we are able to reach children who do not qualify for special services through the school district but may lack adequate support at home to ensure their success academically and socially. Big Brothers Big Sisters Programs are a Blueprint model for effective prevention. Big Brothers Big Sisters of America (BBBSA) has been providing adult support and friendship to youth for nearly a century. An independent report in 1991 conducted by Public Private Ventures, demonstrates that through BBBSA's network of nearly 500 agencies across the country, more than 70,000 youth and adults were supervised in one-to-one relationships. Programs typically target youth (aged 5 to 18) from single parent homes.

Service delivery is by volunteers who interact regularly with a youth in a one-to-one relationship. Agencies use a case management approach, following through on each case from initial inquiry through closure. The case manager screens applicants, makes and supervises the matches, and closes the matches when eligibility requirements are no longer met or either party decides they can no longer participate fully in the relationship.

BBBSA distinguishes itself from other mentoring programs via rigorous published standards and required procedures:

- Orientation* is required for all volunteers.
- Volunteer* Screening includes a written application, a background check, an extensive interview, and a home assessment; it is designed to screen out those who may inflict psychological or physical harm, lack the capacity to form a caring bond with the child, or are unlikely to honor their time commitments.
- Youth Assessment* involves a written application, interviews with the child and the parent, and a home assessment; it is designed to help the caseworker learn about the child in order to make the best possible match, and also to secure parental permission.

- *Matches* are carefully considered and based upon the needs of the youth, abilities of volunteers, preferences of the parent, and the capacity of program staff.
- *Supervision* is accomplished via an initial contact with the parent, youth, and volunteer within two weeks of the match; monthly telephone contact with the volunteer, parent and/or youth during the first year; and quarterly contact with all parties during the duration of the match.

Program Outcomes:

An evaluation of the BBBSA program has been conducted to assess children who participated in BBBSA compared to their non-participating peers. After an eighteen month period, BBBSA youth:

- were 46% less likely than control youth to initiate drug use during the study period.
- were 27% less likely to initiate alcohol use than control youth.
- were almost one-third less likely than control youth to hit someone.
- were better than control youth in academic behavior, attitudes, and performance.
- were more likely to have higher quality relationships with their parents or guardians than control youth.
- were more likely to have higher quality relationships with their peers at the end of the study period than did control youth.

The information for this fact sheet was excerpted from: McGill, D.E., Mihalic, S.F., & Grotzger, J. K. (1998). *Blueprints for Violence Prevention, Book Two: Big Brothers Big Sisters of America*. Boulder, CO: Center for the Study and Prevention of Violence.

Big Brothers Big Sisters of Finney & Kearny Counties follows this model in its programs, and in addition, follows BBBSA's program outcome evaluations. Every child in our programs are evaluated using this national model that tracks the needs and progress of each child. The process includes the child's parent or guardian from the beginning and providing input throughout the life of the match.

“Research shows that youth who participate in mentoring relationships experience a number of positive benefits. These benefits include better attendance and attitude toward school, less drug and alcohol use, improved social attitudes and relationships, more trusting relations and better communication with parents and a better chance of going on to higher education.” (*Mentoring: A Promising Strategy for Youth Development Child Trends, 2002*).

Life Skills Program

Griffin, K. W., Botvin, G. J., Nichols, T. R., & Doyle, M. M. (2003). Effectiveness of a universal drug abuse prevention approach for youth at high risk for substance use initiation. *Preventive Medicine, 36*, 1-7.

Universal school-based prevention programs for alcohol, tobacco, and other drug use are typically designed for all students within a particular school setting. However, it is unclear whether such broad-based programs are effective for youth at high risk for substance use initiation. The effectiveness of a universal drug abuse preventive intervention was examined among youth from 29 inner-city middle schools participating in a randomized, controlled prevention trial. A subsample of youth (21% of full sample) were identified as at high risk for substance use initiation based on exposure to substance-using peers and poor academic performance in school. The prevention program taught drug refusal skills, anti-drug norms, personal self-management skills and general social skills. Findings indicated that youth at high risk who received the program (n = 426) reported less smoking, drinking, inhalant use, and polydrug use at the one-year follow-up assessment compared to youth at high risk in the control condition that did not receive the intervention (n = 332). Results indicate that a universal drug abuse prevention program is effective for minority, economically disadvantaged, inner-city youth who are at higher than average risk for substance use initiation. Findings suggest that universal prevention programs can be effective for a range of youth along a continuum of risk.

Botvin, G. J., Griffin, K. W., Nichols, T. R. (2006). Preventing youth violence and delinquency through a universal school-based prevention approach. *Prevention Science, 7*, 403-408.

Violence is an important public health problem among adolescents in the United States. Substance use and violence tend to co-occur among adolescents and appear to have similar etiologies. The present study examined the extent to which a comprehensive prevention approach targeting an array of individual-level risk and protective factors and previously found effective in preventing tobacco, alcohol, and illicit drug use is capable of decreasing violence and delinquency. Schools (N=41) were randomly assigned to intervention and control conditions. Participants in the 20 intervention schools received the Life Skills Training prevention program including material focusing on violence and the media, anger management, and conflict resolution skills. Survey data were collected from 4,858 sixth grade students prior to the intervention and three months later after the intervention. Findings showed significant reductions in violence and delinquency for intervention participants relative to controls. Stronger prevention effects were found for students who received at least half of the preventive intervention. These effects include less verbal and physical aggression, fighting, and delinquency. The results of this study indicate that a school-based prevention approach previously found to prevent tobacco, alcohol, and illicit drug use can also prevent violence and delinquency.

AFAC QUALIFICATION

Big Brothers Big Sisters of Finney & Kearny Counties serves youth primarily in Garden City. Our program qualifies for AFAC funding according to the categories identified by the Center for Substance Abuse Prevention:

Problem Identification and Referral

We screen every child and family that comes into our program for risk factors and protective factors one of which is alcohol use and prevention. We work with the child and the family on education and refer the child or family for services to other agencies as needed.

Alternatives and Activities

Our program provides monthly activities that are free to every child in our program to provide them with an alternative activity to using alcohol or drugs. We also run a summer program that is also free that provides children with an alternative activity to participate in. The summer program also educates children on community resources, available activities with scholarships, school help and options for education for the future. Our program provides an unduplicated one to one mentoring service for children in the community that has proven short and long term positive outcomes for both the child and the community.

PLEASE NOTE: DUE TO 2 GRANT PROGRAMS ENDING, OUR AGENCY WAS AFFECTED BY A \$23,000 CUT IN OUR BUDGET. WE WILL BE DOING ADDITIONAL FUND RAISING AND ASKING GRANT FUNDERS FOR ADDITIONAL FUNDING TO CONTINUE TO PROVIDE THESE SERVICES. OUR PROGRAMS ARE EXTREMELY COST EFFECTIVE WHEN YOU CONSIDER THE ALTERNATIVES. Please consider the great increase in community need for our programs and the decrease in our funding when making your decision. If you need more information, please contact me. Thank you.

Sincerely,


Tammy Davis

Executive Director

Big Brothers Big Sisters of Finney & Kearny Counties

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REVENUE

2013

United Way	\$ 35,000.00
AFAC	\$ 20,000.00
Title II	\$ 19,376.00
Garden City Company	\$ 1,500.00
WalMart	\$ 1,000.00
Finnup	\$ 42,500.00
Community Grants	\$ 5,000.00
SPF-SIG grant summer school	\$ -
Donations	\$ 2,500.00
Diversion Funds	\$ 2,500.00
WKCF Trust Fund	\$ 7,800.00
Sam's Club Grant	\$ 1,000.00
Lakin Rec	\$ 3,900.00
Fundraisers	
Bowl for Kids Sake	\$ 10,000.00
Softball Tournament	\$ 3,000.00
Christmas in July	\$ 15,000.00
Rainbow Run-August	
Gingerbread House	\$ 3,000.00
21st Century Grant	\$ 11,000.00
Total	\$ 184,076.00
Expenses	
Advertising	\$ 1,500.00
Background checks	\$ 300.00
BBBSA Phone	\$ 75.00
Business Insurance	\$ 6,000.00
Dues	\$ 5,500.00
Repairs & Equipment	\$ 1,000.00
Christmas In July	\$ 4,000.00
Softball	\$ 1,200.00
GingerBread Houses	\$ 500.00
Mileage	\$ 6,500.00
Telephone	\$ 2,200.00
Utilities	\$ 2,500.00
Postage	\$ 850.00
Office Supplies	\$ 2,500.00
Bookkeeper	\$ 5,400.00
Executive Director Salary	\$ 50,390.00
Program coordinator Salary	\$ 30,400.00
Case Manager Salary	\$ 32,238.00
Employee Insurance	\$ 5,376.00
Payroll Taxes	\$ 7,108.00
summer School Wages	\$ 7,380.00
Summer School Supplies	\$ 1,500.00
Audit/tax return	\$ 4,800.00
Donation Director software	\$ 1,000.00
Christmas Party for Kids	\$ 1,000.00
Reserve	\$ 859.00
Training	\$ 2,000.00
Total	\$ 184,076.00

Application for use of Alcohol Tax Funds

*2013 City of Garden City
Alcohol Fund Advisory Committee*

You may provide additional information. However, this form must be completed.

<p>Agency Name:</p>	<p>City on a Hill Inc. 116 ½ East Chestnut Garden City, Kansas, 678846</p>
<p>Purpose for Requested Funds:</p>	<p>As the new year approaches we have positioned ourselves to begin providing substance abuse prevention and treatment through our Kan care partners. United Health Care, Optom Behavioral; health, And Sunflower State Plan (centpatico). In addition we will continue to provide services for indigent clients who fall below the poverty margin under our state administered federal block grant. Both of these programs are requiring an implementation of Electronic health records as a mandate, by 01-01-2014. We have upgraded our computer system over the last few months at a cost of 8500.00. We now align or focus on the implementation of Electronic Health Records.</p>
<p>Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):</p>	<p>License Agreement (CAM 4.0 Scheduling, Clinical & Billing Modules) User License Fee for 6 Concurrent (cc) Users \$ 6,000 Professional Services (install & training) for 6 cc users \$ 12,000 Yearly Maintenance, Support & Hosting for 6 cc users \$ 6,000 Customization Included The License Agreement and Professional Services are due at signing and the Yearly Maintenance will be due on first use. The License Agreement and Professional Services charges are all one-time charges. Yearly Maintenance, Support & Hosting is the only recurring annual charge.</p>

	<p>City on a Hill will receive a \$500 credit against their Yearly Maintenance, Support & Hosting fee for every referral that becomes a client. If you have any questions please do not hesitate to contact me anytime. We look forward to working with you and your team.</p> <p>Sincerely,</p> <p>License Fee 6000.00 dollars Professional Install And Training 12,000 dollars Yearly Maintenance Fee 6000.00 dollars</p> <p>Total Upfront Costs 24,000 dollars Amount Requested: 18,000 dollars</p>
<p>Describe how will your request will address on or more of the following;</p> <ol style="list-style-type: none"> 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) Treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers. 	<p>The implementation of electronic health records will give you real time information on prevention, treatment and education. System will also allow you to track a client's history throughout the medical, mental health, and substance abuse community which is currently costing valuable treatment time. A client who is being detoxified in Greely County can have a bed waiting upon completion of detox and transition right into that waiting bed right out of detox. The system comes with signature pads and treatment plan modules which cover over one hundred options for the development a solid individualized recovery plan. We are already providing services for those who cannot afford to be evaluated, and this has been a wonderful service to the citizens of Garden City and elsewhere.</p>
<p>How will you measure the effectiveness of your use of the funds?</p>	<p>We currently utilize the firm, Outcomes Resources to track all of our available clinical data. Each client is assigned a tracking ID at admission, and again at discharge. This data that is being collected will be compared with data previously attained prior to the implementation of EHR</p>

Application for use of Alcohol Tax Funds

2013 City of Garden City

Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	Garden City Family YMCA
Purpose for Requested Funds:	Family Fun Nights (4); School's Out Bash; Back to School Blowout and Saturday Night Alive events (8)
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request): \$13,000	<p>Four Family Fun Nights @ \$4800 (\$1200 for each) School's Out Bash @ \$1200 Back to School Blowout @ \$2000 Eight Saturday Night Alive events @ \$5000 (\$625 for each event)</p> <p>Detailed budget narrative on next page.</p>
Describe how will your request will address on or more of the following: 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	<p>Focus area # 1: We will provide wholesome alternatives for families and youth in Kindergarten through 12th grade as a substitute to destructive and/or drug and alcohol related activities. We will also supply drug and alcohol abuse education in the form of pamphlets, speakers and pre-printed drug abuse prevention items (pencils, stickers, book marks, buttons, book covers, rulers, etc.). Adult volunteers will exemplify our YMCA Core Values of Caring, Honesty, Respect and Responsibility and remind the kids of the dangers of drugs and alcohol. Our focus is to provide more education to the youth and teens that attend these programs.</p>
How will you measure the effectiveness of your use of the funds?	Detailed Evaluation method is on the following pages.

Application for use of Alcohol Tax Funds

2013 City of Garden City
Alcohol Fund Advisory Committee

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Budget Narrative:

Family Fun Nights: These are FREE to the community and provide a great venue for families to spend quality time together. This is important in our society today. These events are scheduled the Saturday night before Easter (Easter Eggstravaganza), Independence Day (4th of July Follies), Halloween (Halloween @ YMCA) and mid-January (Winter Wonderland). Funds are used for lifeguards, custodians for set-up and clean-up, supervisors, snacks, crafts, carnival game development, prizes and other miscellaneous items. Local businesses are also solicited for donations. These family events range in attendance from 300 to 800 participants. This year we had 624 attend our Halloween at the YMCA Family Fun Night, with 43 volunteers from Garden City High School, Garden City Community College and YMCA employees.

4 events x \$1200 per event = \$4,800

School's Out Bash & Back to School Blowout: Geared more toward school-aged youth, these FREE community events are also designed for families to participate in a drug and alcohol free environment. Activities are set up mostly outside to attract larger crowds. Grant monies provide for lifeguards, maintenance crews, supervisors, food, crafts, carnival game prizes, school supplies, advertisement and other miscellaneous items. Attendance this year was greater than 250 for both events. Donations are sometimes obtained from other sources. The Back to School is requesting more as we will give away pencils, notebooks, paper, folders, crayons, markers and many backpacks!

School's Out event x \$1200 = \$1200
Back to School event x \$2000 = \$2000

Saturday Night Alive: This has developed over the last five years into a program for third through sixth graders to come once a month during the school year on a Saturday night. We would like to provide this age group with a fun, positive, and drug and alcohol free environment for them to socialize and make new friends. This is a time in their life where they can be so easily influence by their peers to make unhealthy or dangerous decisions. Participants in this activity are required to pre-register. With the help of this grant, we will be able to provide this program free to all youth. We do not want a fee to deny them the opportunity to receive more information on the dangers of drug and alcohol. Activities are from 7:00 pm to 9:00 pm. Kids are not allowed to leave without a parent/guardian present to take them home. The activities provided consist of swimming, games, open gym, racquetball, billiards, ping-pong, Play Station II, Wii, foosball, snacks, movies and music. We have added Minute to Win It. This is a series of mini games throughout the eight events with a grand finale in May. This gives kids the chance to compete for mini prizes each month and develop new and lasting friendships. Each night we have an overall winner who goes onto the finale. Grant monies provide snacks, prizes, DJ and other miscellaneous items. Attendance in 2012 varied for each event normally greater than 25 participants with a total of 203 for the year. We are hoping to increase participation numbers as we will no longer be charging a fee. The grant money will be used to make this another free event for the community.

8 events @ \$625 per event = \$5000

Total of Funds Requested = \$13,000

Application for use of Alcohol Tax Funds

*2013 City of Garden City
Alcohol Fund Advisory Committee*

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Evaluation Method:

All of these programs will be advertised as educational, drug and alcohol free events or alternatives to a destructive lifestyle. The evaluation method used to determine effective use of grant monies is five-fold :

- 1) Keeping track of grant monies spent for each program will determine the effectiveness of the finances needed for each program.
- 2) Attendance will be obtained for each event to determine how many people are being exposed to anti-drug/alcohol messages. This will determine the effectiveness of the activities in terms of repeat attendance, education and prevention. It will also help us prepare young people to be advocates against abuse while associating with their peers.
- 3) Surveys will be available for young people to fill out at all activities. These will also be used as their ticket to win prizes in a drawing held at all the Family Fun Nights and all the Saturday Night Alive at the Y events. These surveys will include but not be limited to questions about alternative choices, dangers of alcohol/drug use, perception of effects and other related topics.
- 4) Testimonials will be solicited from families using our facility for these programs. Hopefully they will include the value to the family as a whole and the worthiness of our programs in keeping their children educated and free from alcohol/drug use.
- 5) Interviewing participants randomly will determine the effectiveness of our programming and also be a reflection on the need of said activities, thus justifying the free activities offered because of the Alcohol Tax Funds.

Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org

Application for use of Alcohol Tax Funds

*2013 City of Garden City
Alcohol Fund Advisory Committee*

You may provide additional information. However, this form must be completed.

Agency Name:	SUMMER PLAYGROUND PROGRAM
Purpose for Requested Funds:	To provide a summer program for children in Garden City in cooperation with Big Brothers Big Sisters and Garden City Recreation that will provide kids with healthy outdoor activities, community resource information, reading opportunities, and lunch through USD #457
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	\$5,500 To provide for staff and supplies all directly related to services to children attending at East Garden Village, Finnup Park, and Scout Park for 8 weeks this summer
Describe how will your request will address on or more of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	Our request will address alcohol prevention and education, healthy alternative activities, safety, and community resources to children ages 5-13, and educational activities for children attending this program at no cost to them. These children would not otherwise have the opportunity to attend something like this.
How will you measure the effectiveness of your use of the funds?	Pre/post tests from the Lifeskills Alcohol Prevention Program, and local crime rates during the hours of operation from Youth Services and the Police Department

SUMMER PLAYGROUND PROGRAM

A Community-wide Cooperative Program Providing Free Summer Activities for Children in Garden City

December 13, 2012

City Manager's Office
PO Box 499
Garden City, KS 67846

To Whom it May Concern:

We would like to apply for AFAC Funding for 2013 for the Summer Playground Program. We would like to offer the attached information on our programs as a year-end report for 2012 and grant request for 2012. If you have questions, or for further information, please contact me at the above address or at (620) 275-2424. Thank you for your consideration of our request.

This program is being conducted through the cooperative efforts of the Big Brothers Big Sisters of Finney & Kearny Counties and Garden City Recreation Commission. The Summer Playground Program began in 2006 with help from Boy Scouts, Garden City Community College, K-State extension, GCCC/Educational Talent search, USD 457, and the Community Health Coalition. We are asking for \$5,500 pay for part of the costs associated with this program. However, due to other cuts that we received since this was originally submitted, this funding is critical for the existence of this program.

This program is a huge success. As a result of funding given to Garden City Recreation and Big Brothers Big Sisters by the city and county, we were able to serve 264 youth ages 5-15 at the three sites: 103 at East Garden Village, 91 at Finnup Park and 70 at Scout Park. The programs were able to run Monday –Thursdays in June and July for seven weeks. Educational presentations were provided by Lee Richardson Zoo, Commerce Bank, Finney County Extension Nutrition and Animal Health, Books on the Bus, Finney County Sheriff's Office, Beef Empire Days Royalty, Kansas Highway Patrol, GCCC Art Club, GCCC, and the Garden City Fire Department.

Lunch was provided each day by USD 457 through a USDA lunch program grant. Staff and supplies for each site were paid for by grants from the City of Garden City, AFAC, United Way, Finnup Foundation, and Western Kansas Community Foundation. Staff training was provided in-kind by Garden City Recreation Commission and Big Brothers Big Sisters. In addition, Garden City Recreation was funded through United Way to provide bus rides to Finnup Park for youth in the Towns Riverview South Areas.

These agencies came together in a truly cooperative effort to better serve youth in the community who would not otherwise be engaged in positive activities during the summer. Engaging these children in positive activities and exposing them to area agency representatives will help them become more aware of the community around them. In turn, creating a more educated, more productive area work force in the future. As well as preventing juvenile crimes such as vandalism,

graffiti, underage drinking, theft, and early parenting. These children were able to participate free of charge in positive activities each day, receive lunch, and have access to the Big Pool.

The funds we are requesting would be used to provide shared supplies, and labor for the programs at the East Garden Village site, Finnup Park site, and Scout Park sites. Equipment will be saved and used for future years.

This program will be open to all youth in the community who want to participate with special focus by summer playground program agencies on getting youth from East Garden Village, the Burnside Drive Area, Farmland Road, Wagonwheel trailer park, H & H trailer park, Towns Riverview area, and other similar areas to participate. We have gained support from the school district and United Way to help provide some of the transportation to these sites.

The school district will be providing a nutritious lunch for all participating youth and the Books on the Bus program will visit each site every week.

Other participating businesses/agencies from the community are Commerce Bank, Red Cross, the Garden City Fire Department, the Garden City Police Department, Finney County Humane Society, Finney County Sheriff's Office, Finney County Extension Office, Boy Scouts, Finney County EMS, Mexican American Ministries, Lee Richardson Zoo, Boy Scouts, Southwestern Bell, athletes from the community college, Telegram, GCCC, Southwest Arts & Humanities Council and Buffalo Refuge.

Big Brothers Big Sisters and the Garden City Recreation Commission will be coordinating and providing the programs at the three sites. In addition, Big Brothers Big Sisters and the Rec Commission will be providing liability insurance and responsible adult staff at each site. The coalition will be requesting some funding from the City of Garden City, AFAC, Western Kansas Community Foundation, Finnup Foundation, and Finney County United Way.

This program is very important to the children in the community who would not otherwise be able to participate in activities in the summer due to cost or transportation. Many of these children are left unsupervised at home during the summer. All activities will be provided free to participants with the exception of daycares. We hope to provide activities that will provide fun, physical exercise, engagement, and some life skills to the children involved. In 2011, we were also able to get 163 children who had attended summer school and 143 youth attended the east garden village program, signed up for the school mentor program through Big Brothers Big Sisters. We were also able to work with their families on resource and referrals to engage them in the community. We are hoping to serve 100+ children at each site in 2013.

The program will run for 2-2 1/2 hours each day—not including time for lunch—from June 1 to July 30. At the East Garden Village Site and several sites throughout Garden City we placed 186 students, who were to attend summer school through USD #457, with a mentor. Since summer school was discontinued this year we feel this is extremely important for these children who are struggling to receive help. We were able to serve these additional children last summer by providing adult mentors to work with them on reading skills, reading comprehension, and math. The students at the East Garden Village Playground Program site will be receiving an hour of

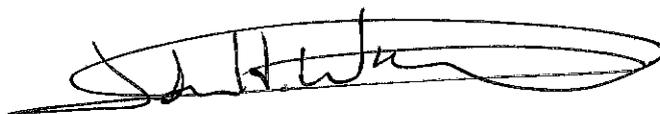
school work time in addition to the 2 ½ hours of playground time. This will be before lunch. Big Brothers Big Sisters 48-1007859 will be the fiscal agent for the purposes of this grant.

If you have further questions please contact Tammy Davis, Big Brothers Big Sisters (620) 275-2424, or Donna Gerstner, Garden City Recreation (620) 276-1200. We are responsible for the completion and oversight of this project. Thank you for your consideration of this project.

Sincerely,



Tammy Davis
Executive Director
Big Brothers Big Sisters



Donna Gerstner, CPRP
Assistant Superintendent
Garden City Recreation Commission



Lori Curl
Craig & Gaede Law Office
Board President

2013 Budget for Program

Contract Labor

1 Coordinator	In-kind (Provided by another grant)
3 Assistants	\$5120 (4 Assts X \$10.00/hr X 4 hrs/day X 32 days)
Educational Programs	In Kind (Provided by another grant)
Rent	In Kind
Lunch	In Kind (Provided by USD #457)
Sports Supplies	In Kind (Provided by another grant)
Crafts	\$284
Cups	In Kind Donated
Ice (\$1 X 4 days X 8 wks X 3)	\$96
TOTAL AFAC Request	\$5,500.00

Other

Program Coordinator	\$2000
Promotion	\$1000 In Kind
Transportation	\$3600 (requested from other entities)
Training for staff	\$160 In Kind
Liability Insurance	In Kind
Administration	\$3700 (requested from other entities)
Additional Assistants	\$3000 (requested from other entities)
Supplies for other sites	\$3583 (requested from other entities)
TOTAL	\$17,043

TOTAL PROJECT BUDGET \$22,543.00

Cost per child for the whole summer is \$75 per child.

FYI: Daycare for these children would cost \$55 per week per child at a cost of \$440.00 for the summer.

NOTE: We have to have so many adults per number of children due to safety.

Application for use of Alcohol Tax Funds

2013 City of Garden City
Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	Spirit of the Plains, CASA Inc.						
Purpose for Requested Funds:	To provide advocacy for every abused and neglected children in the court system which will lead to a safe, permanent home placement free of alcohol and drug abuse. To give these children a "voice in court". Funds will be used for the training, assistance, and support of CASA volunteers, Board Members, and staff.						
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	<table style="width: 100%; border: none;"> <tr> <td style="padding: 5px;">Recruitment, training, and supervision of CASA volunteers (staff support)</td> <td style="text-align: right; padding: 5px;">\$10,000.00</td> </tr> <tr> <td style="padding: 5px;">Volunteer, Board and Staff Development</td> <td style="text-align: right; padding: 5px;"><u>2,500.00</u></td> </tr> <tr> <td style="text-align: center; padding: 5px;">Total Request:</td> <td style="text-align: right; padding: 5px;">\$12,500.00</td> </tr> </table>	Recruitment, training, and supervision of CASA volunteers (staff support)	\$10,000.00	Volunteer, Board and Staff Development	<u>2,500.00</u>	Total Request:	\$12,500.00
Recruitment, training, and supervision of CASA volunteers (staff support)	\$10,000.00						
Volunteer, Board and Staff Development	<u>2,500.00</u>						
Total Request:	\$12,500.00						
Describe how will your request will address on or more of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	<p>CASA volunteers enhance protective factors and reverse or reduce risk factors as they consistently meet with and mentor the youth and/or their families assigned to our agency.</p> <p>CASA volunteers facilitate referrals to community services and suggest alternatives to negative and/or illegal behaviors on the part of the child and their family if reintegration is the goal. If reintegration is no longer the goal, then all child(ren) are the main focus.</p> <p>CASA volunteers/staff make recommendations to the Court in regards to the parents/children obtaining alcohol and drug evaluations and to follow the recommendations made in the assessments. We follow up with these recommendations for the duration of the case.</p>						

	<p>The goal of our program is to ensure every child who enters the court system finds a safe, permanent home where they are nurtured and can thrive, which helps to provide protective factors for children who come from homes where alcohol and/or drug use is the norm.</p> <p>The CASA volunteer provides alternatives to alcohol/drug usage by spending time with the child and/or family in healthy environments and participating in activities such as playing in the park, going to the zoo, playing games, reading, or making arts and crafts projects. The volunteer is a positive role model.</p> <p>CASA volunteers provide intervention at preschool age by building and maintaining a nurturing and supportive relationship with the child and modeling appropriate behaviors. The volunteers spend time with the young child in play, demonstrating alternatives to the home environment from which they came where violence and drug/alcohol use may have been the norm.</p> <p>Our agency provides materials to volunteers, staff, children, outside agencies, parents, and foster parents regarding drug/alcohol abuse (brochures, monthly newsletters, inservices, and consultation with individuals/agencies when needed).</p> <p>Our agency has purchased materials so that we can continue to provide free parenting classes (in both English and Spanish) for the parents of the children we serve and to the community. The training materials address drug and alcohol issues for both the parent and their children.</p>
<p>How will you measure the effectiveness of your use of the funds?</p>	<p>Statistics are gathered regarding the number of children/families served in which drug and/or alcohol abuse is an issue. These statistics include the number of children reintegrated back into their homes where drugs and/or alcohol were an issue. Kansas CASA recently received funding to purchase a database system for each local CASA agency that is able to track the number of families affected by drugs and/or alcohol that we serve. This database is now being used in our agency. (See attached narrative for additional information).</p>

Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

(Attachment)

Through the services provided by our Court Appointed Special Advocates (or CASAs), Spirit of the Plains, CASA, Inc. addresses the social problems of child abuse, child neglect, substance abuse, juvenile offenses, and truancy. CASA volunteers act as objective, independent observers who interview all parties involved in a child's case and then provide this information along with recommendations regarding placement, permanency, and any necessary adjunct services, such as those related to drug and alcohol abuse issues, to the Court in the form of a written report for each court hearing. In addition, the volunteer meets with the child or children on their case to provide direct services to the child, including mentoring if the child is old enough.

Our agency has served a total of 205 abused and neglected children thus far in 2012. A prevalent issue in the vast majority of these "child in need of care" cases is drug and alcohol abuse. In 2012, 114 of the 205 children we served (55%) were directly affected by issues of substance abuse at the time their case entered the court system. CASA volunteers or staff made recommendations in their Reports to the Court for the parents/children to complete a drug and alcohol assessment and to follow the recommendations of the assessment with the majority of the parents/children completing an evaluation. When illegal drugs and/or alcohol abuse is added to the mix of child abuse and neglect, the severity of the situation worsens.

CASA volunteers deal with alcohol and drug abuse issues by: 1) interviewing all parties, including parents, and alerting the court of confirmed or suspected drug and alcohol abuse; 2) making recommendations/referrals for intervention and treatment; 3) monitoring of the parent's and/or child's treatment progress or lack thereof; 4) and, encouraging individuals to complete treatment programs and to maintain sobriety. The safety of children is always our paramount concern, and this is difficult, if not impossible, to obtain until drug and alcohol issues are addressed and treated. Our volunteers and staff participated in 417 court hearings along with over 300 case plans and meetings in the year 2012 regarding the children we serve (this does not include home and child visitations). Each and every one of these hearings/meetings addresses the tasks of the reintegration or permanency plan for these families. CASA monitors and addresses these tasks which include drug and alcohol assessments, completion of the drug and alcohol treatment, the parent/child's willingness to submit to UA's, and the willingness to stay clean and sober once their treatment was completed.

Our program seeks to target individual risk factors such as alienation and lack of social bonding through building a positive relationship with the children so they have an adult in their lives they can trust. This relationship is built through consistent contact with the child during the duration of their court case. We target the child's attitudes toward alcohol, tobacco, and drugs through communication about these issues and through positive role modeling and education. Through communication, the volunteer can hold the child accountable and work to decrease or eliminate the potential for drug use. Volunteers also target poor social skills, academic failure, aggressive behavior, and rebelliousness with the youth on their case through open and active communication, education, and by setting expectations for the child that these behaviors are inappropriate. By being the child's mentor, volunteers can help to create a drug and alcohol free lifestyle.

It is important for CASA volunteers to receive initial and ongoing training. Spirit of the Plains, CASA provides a minimum of thirty hours of initial training to volunteers, and an additional ten hours of inservice is made available each year. Our agency uses the training module provided by the National CASA Association which includes an entire unit specifically devoted to drug and alcohol issues ("The Impact of Substance Abuse/Chemical Dependency on Children & Families"). Additionally, written material and inservice meetings are made available to CASA volunteers in order to provide timely and valuable information regarding issues of drug and alcohol abuse. Our inservices are made available to not only CASA volunteers, but to the medical and mental health community, parents, foster parents, social service agencies, and the general public.

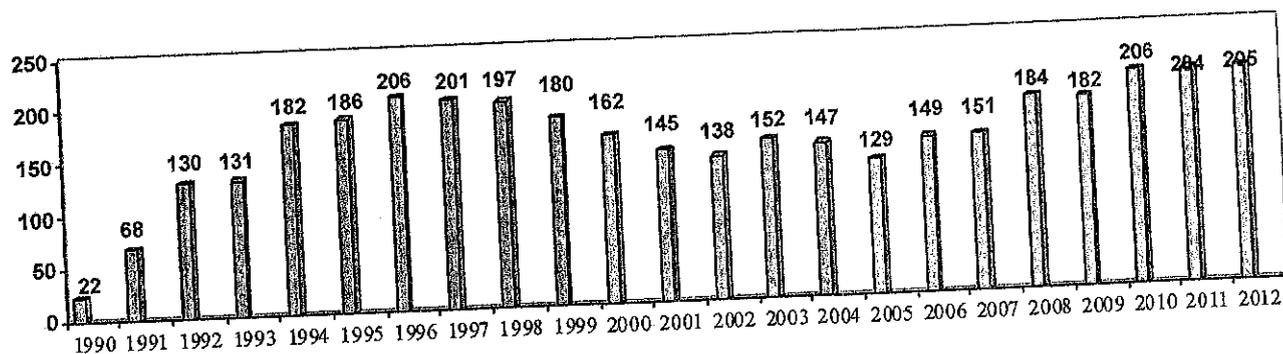
In addition to the previously mentioned information, it is important to understand that CASA volunteers must receive adequate training, support, and supervision. This is provided by CASA staff members. Each volunteer is assigned to a staff member, and close monitoring and support is provided. Staff members provide guidance to advocates, and this assistance is critical due to the ever-changing welfare, social, and court systems. CASA staff members maintain case files, edit and process volunteer court reports, accompany CASA volunteers to all hearings, provide insight and encouragement to volunteers who become overwhelmed or frustrated, remain available to volunteers on a twenty-four hour basis in times of emergency, and assist in negotiating disagreements between agencies and/or professionals involved with "child in need of care" cases.

Our agency is actively involved with the Finney County Drug Endangered Children's Team and the Finney County Health Coalition. It is the desire of Spirit of the Plains, CASA to assist children found in drug environments and to help them in their transition to foster care and/or relative care when necessary. Our agency continues to seek ways whereby we can assist with prevention, intervention, and treatment of children and families suffering with issues of drug and alcohol abuse.

At this time, Spirit of the Plains, CASA is assigned to work with 115 abused and neglected children. Three full-time and one part-time staff supervise volunteers and their cases. According to the US Department of Health and Human Services, when families do not receive proper treatment for substance abuse, children are more apt to remain in foster care longer and reenter once they have returned home. Our staff and volunteers work diligently to make sure these families receive the services needed and once the children are placed back home, they remain there. It is the desire of our agency to serve as many children as possible, while at the same time providing quality training and support for their CASA volunteers. The number of children involved in the Finney County court system as "children in need of care" identifies the need for CASA.

The following graph illustrates the number of CINC cases served by Spirit of the Plains, CASA:

Number of Children Served



It is difficult to estimate the percentage of time spent on drug, alcohol and related problems. However, CASA has firm statistics which reveal that fifty-five percent (55%) of the "child in need of care" cases currently being served by Spirit of the Plains, CASA involve parents in which drug and/or alcohol abuse is one of the primary areas of concern (and/or the children themselves have drug or alcohol issues). Cumulative data for 2012 is being compiled at this time.

The overall goal of CASA is to improve the quality of life for children who have suffered abuse and/or neglect. To that end, 100% of agency time is devoted to providing quality advocacy service.

The reality in our community is that literally hundreds of children are exposed to the effects of drug and alcohol abuse along with child abuse and neglect. Spirit of the Plains, CASA seeks to intervene in the lives of these very deserving children and to improve the quality of life for them. It is our belief that once the community is aware of the needs of these children, individuals and businesses will step up to meet these needs.

Goals and Objectives of the Organization:

The overall objective for Spirit of the Plains, CASA is to provide each abused and neglected child with a "voice in court". In order to promote this objective, our agency has the following goals in place: 1) completion of at least two group volunteer training sessions per year, with additional volunteers being trained through our independent training curriculum; 2) strengthening public awareness of CASA; 3) development of stable funding; 4) ensuring that the ratio of volunteers to staff is manageable; 5) and, provision of appropriate support and supervision of volunteers.

Program Evaluation Methods:

1. Spirit of the Plains, CASA is certified annually by the Office of Judicial Administration in Topeka, Kansas, using as criteria Supreme Court Administrative Order No. 82: CASA Standards and Guidelines. Our agency has met all criteria for certification since the inception of the CASA program (1990).
2. Spirit of the Plains, CASA submits an Annual Report to the Office of Judicial Administration in Topeka, Kansas. The compilation of the reports from Kansas CASA programs is used to evaluate and compare program strengths and advancements.
3. Spirit of the Plains, CASA reports annually to the National CASA Association and provides statistical year-end information. The compilation of the reports from across the nation is used to measure how our CASA program compares to other programs nationwide (using median statistics).
4. Spirit of the Plains, CASA will continue gathering specific data regarding drug and alcohol issues. Our agency will also continue to educate volunteers and community members on the effects of drug and/or alcohol abuse on parents and children.
5. Spirit of the Plains, CASA will continue to conduct an annual goal-setting and review session whereby staff, Board Members, volunteers, and others have an opportunity to provide insight into program strengths and needs.

Spirit of the Plains, CASA List of References

Chief Judge Wendel W. Wurst
271-6100

Finney County Attorney John Wheeler
272-3508

Assistant Finney County Attorney Tamara Hicks
272-3508

Judge Christopher Sanders
271-6113

Finney County United Way Director Consuelo Sandoval
275-1425

Application for use of Alcohol Tax Funds

2013 City of Garden City
Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	Garden City Razzles
Purpose for Requested Funds:	To help with TRAVEL EXPENSES, TOURNAMENT FEE'S AND EQUIPMENT.
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	ASK FOR \$2,000 DOLLARS 250 ⁰⁰ PER TOURNAMENT ENTRY FEE'S 300 ⁰⁰ PER EACH USE OF FACILITIES ON A YEARLY BASE FOR OFF SEASON WORKOUT. 500 ⁰⁰ FOR EQUIPMENT AS TO BALLS, GROUND EQUIPMENT LIKE BACES, NETING, UP-KEEP TO ELECTRICAL CORDS, PITCHING MACH ECT.
Describe how will your request will address on or more of the following: 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	We think By participating in sports it keeps the girls Focused & Busy with practices & tournaments. By doing this it helps them By staying away From Alcohol & Drugs. The Goal of this program is to help young ladies Be come a Team And help each other Reach the goal of Becoming a winner in Life.
How will you measure the effectiveness of your use of the funds?	this Team Began IN 2006 with new membe coming and going. hope to help other young ladies to Reach Goals that my help with future decisions they make.

Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

Names of Contributors - Chatmill Enterprises, San Juan Salon, Premier AIFAFA, NLS Radiology inc, Pearl's Sports Shop, Johnson Se Tank Service, SunFlour Eletec, Golden Plains Credit Union, Tim + Jean Auto Sales, Premier Homes, Western Motor, Plaza Medical, Fred Place, Weki Photos.

Application for use of Alcohol Tax Funds

*2013 City of Garden City
Alcohol Fund Advisory Committee*

You may provide additional information. However, this form must be completed.

Agency Name:	Real Men Real Leaders
Purpose for Requested Funds:	To fund eighteen additional days for our after school mentoring program.
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	Eighteen additional days for our after school mentoring program. Healthy snacks and meals \$1,800.00 Classroom Instructor \$1,800.00 Bus driver \$630.00 Rental cost of bus and classroom \$630.00 Our total request is \$4,860.00
Describe how will your request will address on or more of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	Our request will address alcohol and drug prevention and education, through our after school program. Each week we bring in a guest speaker from the community to visit with the students about becoming strong leaders in school, home and community. Our instructor and board members then mentor to each student. Our goal is to help young man develop into strong leaders by teaching them the six steps of success through our program "Stepping it Up". (see attached narrative for additional information)
How will you measure the effectiveness of your use of the funds?	We currently visit with the schools, and parents of each student in our program. (see attached narrative for additional information)

Please complete and return to Ashley Freburg, Communications Specialist, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.

(Attachment)

Describe how, will your request addresses one or more of the following:

- 1) Alcoholism and drug abuse prevention and education**
- 2) Alcohol and drug detoxification**
- 3) Intervention in alcohol and drug abuse, or**
- 4) Treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.**

Our request will address alcohol and drug prevention education, through our after school program. Each week we bring in a guest speaker from the community to visit with the students about becoming strong leaders in their school, home and community. Our instructor and board members then mentor to each student.

Our goal is to help young man develop into strong leaders by teaching them the six steps of success through our program "Stepping it Up". We also have a mentoring lunch program at both fifth and sixth grade intermediate centers. Our board members and community volunteers attend lunch and visit with students about how their day is going and how we can help them with any concerns they bring up.

How will you measure the effectiveness of your use of the funds?

We currently visit with the schools and parents of each student in our program, checking on each student grades, attendance, and overall attitude. Our board will continue to work with the schools to determine the specific elements of the program and to select students for participation, and will include a youth leadership program, recognition program and mentoring/student community service program as it implements its 2013-2014 strategic plan.

(Attachment)

We currently have an after school program that is held at Trinity Lutheran Church every Tuesday from 3:30 to 5:30 PM. We have a bus driver who picks the students up at the school and delivers each student home. Each week we bring in a guest speaker from the community to visit with the students about becoming strong leaders in their school, home and community. We start each class with the pledge of alliance to the flag so that each student knows the importance of being an American. We provide each student with a healthy snack and also provide them a healthy meal we feel it is important that we say grace before each meal and we have each student take turns each week in leading the group in prayer. Our class instructor Mrs. Segovia and board members then mentor to each student. Our goal is to help these young men develop into strong leaders by teaching them the six steps of success through our program "Stepping It Up"

The stepping it up program was created to teach valuable life skills to these students. Real Men Real Leaders Inc. six steps of success are the six character traits collaborated from a group of community leaders and successful business people. They are also found throughout history to be the foundation of great men and great leaders. These six traits are knowledge, preparedness, trustworthy, dependable, respect and honor.

A portion of our curriculum is also designed to create well rounded productive citizens. We intend to expose these students to experiences they may never have the opportunity to engage. Golf, bowling and swimming lessons are skills every child should experience. Field trips to the Zoo, a local farm, or something as simple as attending a college football game may seem routine and many of us may even take for granted but a child that comes from poverty might never know these exist

We also have a lunch time mentoring program at each fifth/sixth grade intermediate center our community volunteers and board members attend lunch every Tuesday and Thursday to visit with students at each school. Our school lunch program is very unique and we are very excited to offer this wonderful opportunity to shape children's lives. We recruit businesses, their employees or individuals that make a difference in our community. The conversations are light and cheerful! The children love having visitors in their school and it exposes them to different careers and role models. The purpose of our program is to help students relate to these role models and be inspired by them to follow their steps in the future. Our lunch program is in its second year and continues to grow with the help of our community volunteers.

Our Board consists of community leaders and business professionals who have a network of contacts that ranges from small and large corporations, schools and political ties at the local, state and direct ties to the Governor's office. We hope in the future these young students replace our current board members bringing hope and new ideas for the next generations of our community.

Real Men Real Leaders Board Members

Josh Biera
Anthony Cruz
Tim Cruz
Eric DeLaRosa
Robert Deleon
Tomas Deleon
Phil Escareno
Juan Lozoya
Steve Martinez
Dennis Mesa
Reynaldo Mesa
James Mireles
Steve Sandoval

Tim Cruz
James Mireles
Eric DeLaRosa
Steve Sandoval
Phil Escareno

Lieutenant with Kansas Highway Patrol
Owner of Starr Restoration LLC.
Safety and Health Specialist – KDOT
Assessment Facilitator with USD 457 GCHS
Community Center Director for Salvation Army
Tyson
Black Hills Corporation
Garden City High School
Sergeant with Finney County Sheriff Department
Executive Director KS Housing Resources Corporation
Cox Communications
Garden City High School Principal
Quality Assurance Manager, SDSI.

President
Vice – President
Treasurer
Secretary
Sergeant at Arms

Real Men Real Leaders

Reaching out to our youth across racial, ethnic and social economic lines and guiding them so they may fulfill their potential in becoming caring, giving, productive and responsible citizens.

Goals:

1. Establish a community based private non-profit organization designed to promote and mentor youth into becoming caring, giving, productive and responsible citizens.
2. The Program goals will be to target young Hispanic males and provide positive value and educationally based mentoring opportunities. Although young Hispanic males will be the initial focus, no child will be denied.
3. Identify community "Leaders" to participate in positive mentoring opportunities.
4. Promote educational and leadership values for youth at a "critical" age and strive towards positive community impact as it pertains to law abiding productive citizens.
5. Establish a community based organization that is not designed to duplicate current community services such as Big Brothers Big Sisters, PATH, or school based mentoring, but rather establish services *"in addition to, and working with..."* these current efforts.
6. Currently, Real Men Real Leaders have established a Board of Directors and adopted formal By-Laws as of August 25th, 2010.
7. We established our nonprofit status on October 31, 2011

Mission Statement

"Reaching out to our youth across racial, ethnic and social economic lines and guiding them so they may fulfill their potential in becoming *caring, giving, productive and responsible citizens.*"



To volunteer or to obtain more information about the Real Men Real Leaders Program contact:

Tim Cruz, Board Chairman
620-276-3388

www.realmenrealleaders.com



Making a difference in the lives of the youth in Garden City.

Tim Cruz
KDOT

Tomas DeLeon
Tyson

Phil Escareno
Black Hills

Steve Sandoval
SDSI

James Mireles
USD 457

Eric DeLeRosa
USD 457

Josh Biera
KS Highway Patrol

Steve Martinez
Sheriff Department

Robert DeLeon
The Salvation Army

Reynaldo Mesa
Chamber of Commerce

Dennis Mesa
Kansas Housing Authority

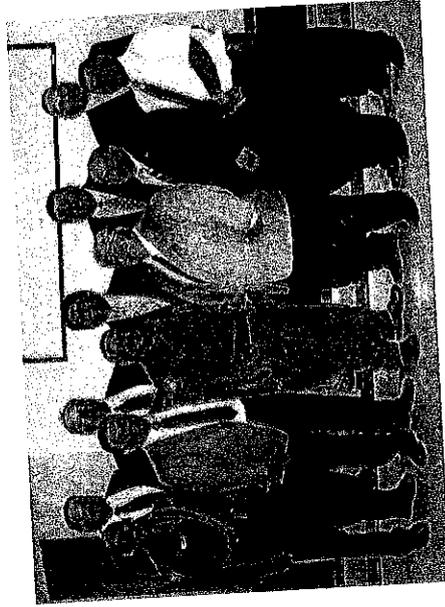
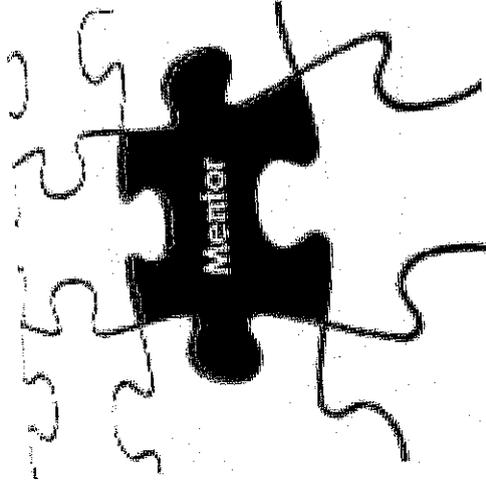
Juan Lozoya
USD 457

Anthony Cruz
Executive Director

Aneth Segovia
Director of education and programming

Real Men Real Leaders Mentoring Program

A PIECE OF THE PUZZLE.



School Lunch Program

Let's Do Lunch!

Real Men Real Leaders, Inc.

"I love going to school lunches because it is a great interaction tool for the kids, they love to talk and open up to somebody new. I also feel like I can be a good role model."

"It's always nice to see smiling faces"!

Jon Almaguer

Our school lunch program is very unique and we are very excited to offer this wonderful opportunity to shape children's lives.

We recruit businesses, their employees or individuals to make a difference in our community to have lunch weekly at one of our two 5th & 6th grade centers in Garden City, Ks.

The conversations are light and cheerful! The children love having visitors in their school and it exposes them to different careers and role models. The purpose of our program is to help students relate to these role models and be inspired by them



Our Goal is to help young men develop into strong leaders by teaching them the six steps of success through our program "Stepping It Up"

They are the following:

Knowledge – The more you know the further you will go

Prepared – Always be prepared, Mentally, Physically, Emotionally and Spiritually.

Dependable – Your word should be your bond

Trustworthy – Others can trust and depend on you

Respect – We must earn respect. Our goal is to have others hold us in high regard.

Honor – Integrity in one's beliefs and actions.

Mentoring Makes a Difference

Children can be referred to the program by their parents or guardians, schools, county agencies, community or religious organizations.

"A Real Man" is a person who believes in God, respects his wife and family and supports his family through good and bad times. Is a person that can be counted on to help those in need and will take responsibility for his actions.

Phil Escareno



Founded in 1865 by
William and Catherine Booth

Shaw Clifton
General

Kenneth Baillie
Commissioner
Territorial Commander

Jeffery Smith
Major
Divisional Commander

DOING THE MOST GOODSM

Garden City Kansas Corps
216 N 9th St, Garden City KS, 67846-5310
p: 620-276-4027 f: 620-276-2503
garden_city@usc.salvationarmy.org www.salarmy-mokan.org
Envoys Craig & Louise Lurtz, Corps Administrators

January 4, 2013

Ashley Freburg,
Communications Specialist
301 N. 8th
Garden City, KS 67846

RE: Alcohol Tax Funds

Dear Ashley Freburg:

Attached is the submission to the **Alcohol Tax Fund Grant**, that we feel will make an impact on the disadvantage youth in the community. The Salvation Army Friday Teen Night and Wednesday Leadership Training programs have been in existence since 1998 and provide an opportunity for at risk teens to develop the necessary skills to resist drug and alcohol use.

Our goal is to inform, educate, and support these at risk teens in developing the skills they need while we maintain a drug free and alcohol free place for them.

Thank you for the opportunity and feel free to contact me if you have any questions.

Sincerely,

Robert DeLeon
Community Center Director
The Salvation Army
Robert_deleon@usc.salvationarmy.org
620-805-1546



Finney County
United Way

Application for use of Alcohol Tax Funds

2013 City of Garden City
Alcohol Fund Advisory Committee

You may provide additional information. However, this form must be completed.

Agency Name:	The Salvation Army
Purpose for Requested Funds:	The purpose of the Salvation Army Youth Programs are to provide early intervention and prevention services through the mentoring relationship to over 170 "High Risk" youth in grades 1st to 12th grades who are at risk of educational failure, teen pregnancy, truancy, juvenile delinquency, alcohol and drug abuse. The strategies within these programs are designed to encourage youth to dream beyond the often-oppressive conditions of rural life.
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request):	Requesting \$26,800.00 Budget sheet is attached
Describe how will your request will address on or more of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	The Salvation Army has Two Teen programs for youth 12 through 17 years of age. These programs help participants learn to make better choices in regards to education, teen pregnancy, truancy, juvenile delinquency, alcohol and drug abuse. Friday Night Teen night is a mentoring and prevention program for any youth 12 yrs and older. Teens are taught that there is a higher power that can guide them through difficult times and help them make better choices in life. We develop assets in teens to help them steer away from drug and alcohol use. They are taught refusal skills in regards to the use of alcohol and drug. They perform community service work along with the Neighborhood Improvement Program to gain skills on how to be productive citizens. Every Friday Night Teens have a safe, alcohol/drug free place to hang out, have fun and be safe from 7:00 pm to 11:00 pm. Youth are transported from their homes to the Salvation Army and then back home after the program ends. Average 50 teens weekly. Wednesday Night Leadership Program for 20 teenage boys and girls using the Cross Training for Corp Cadets Leadership Training material. Leadership team will travel to Kansas City for a Youth Leadership Retreat and Service Project.

	<p>Program Objectives</p> <ul style="list-style-type: none"> • Inform – Students about Kansas Law regarding the use of drugs and alcohol, as well as the legal implications and consequences. • Educate – Students about the effects of drug and alcohol abuse on overall health, wellness, and social well being. • Support – Students struggling with drug and alcohol related issues by having referral services information and designated staff available for counsel. • Maintain – A drug and alcohol free environment for all Salvation Army Programs by informing, educating, and supporting students.
<p>How will you measure the effectiveness of your use of the funds?</p>	<ul style="list-style-type: none"> • Will use the Drugs: A Deadly Game and to the pre-test and post-test available • Pre-test and post-test on drug and alcohol awareness and prevention. • Annual student questionnaire.

Friday Night Teen Program				
# of Staff	Pay	# of hrs per week	# of weeks	
Director	21	7	40	5880
Staff (driver)	10	7	40	2800
Staff (driver)	10	7	40	2800
Staff	10	5	40	2000
Staff	10	5	40	2000
				15480
# of Youth	Cost Snack		# of weeks	
50	2		40	4000

Wednesday Night Teen Leadership Program				
# of Staff	Pay	# of hrs per week	# of weeks	
Director	21	3	40	2520
Staff (driver)	10	3	40	1200
				3720
# of Youth	Cost Snack		# of weeks	
20	2		40	1600

Transportation for Wednesday/Friday Night	\$2,000
Total for both Programs	\$26,800

DRUGS: A DEADLY GAME!

Quantity	Unit	Language	Unit Cost	*Total Cost
Booklets ("Choose to Refuse")				
_____	90 booklets and 10 teacher/leader guides (4th edition, 2006)	English	\$40.00	\$0.00
_____	90 booklets and 10 teacher/leader guides (5th edition, 2012)	English	\$50.00	\$0.00
Posters				
_____	Laminated (23" x 36") 1 poster	English	\$12.50	\$0.00
_____	1 poster	Spanish	\$12.50	\$0.00
_____	Paper (23" x 36") 1 poster	English	\$8.00	\$0.00
_____	1 poster	Spanish	\$8.00	\$0.00
Stickers				
_____	Round (24 per sheet 1 1/2") 10 sheets (240 stickers)	English	\$10.00	\$0.00
_____	Oval (28 per sheet 1 1/2") 10 sheets (280 stickers)	Spanish	\$10.00	\$0.00
"Choose to Refuse" Stickers				
_____	Packages (25 sheets per package, 1 1/2" round stickers, 20 stickers per sheet)	English	\$12.50	\$0.00
Banners (all-weather, 8' x 2')				
_____	1 Take a Stand Against Drugs!	English	\$25.00	\$0.00
_____	1 Don't Play It!	English	\$25.00	\$0.00

Subtotal \$ \$0.00
 Tax (where applicable) \$
 Ground shipping \$ FREE
 Total amount due \$ \$0.00

Payment

Check enclosed **OR** Charge my Visa MasterCard Discover

Card number _____ Exp. date _____

Signature _____

Print name on card _____

OR Charge to Council no. _____ Council purchase order no. _____

Council account number _____ Council name _____

Address _____

City, state, and zip code _____

Please allow 2 weeks for delivery.

For more information, phone 972-580-2376, or fax orders to 972-580-2079.

Mail completed order form to
 Drug Abuse Task Force, 8302
 Boy Scouts of America
 1325 West Walnut Hill Lane
 P.O. Box 152079
 Irving, TX 75015-2079

For online sales, visit:
www.scouting.org/choosetorefuse.

Post-Test

1. *Getting high from cough and cold medicines containing dextromethorphan may make you:*
 - A. Dizzy and confused
 - B. Comatose
 - C. Sick to your stomach
 - D. Die of overdose
 - E. All of the above
2. *Cocaine, crack, Ritalin® and ecstasy are all examples of:*
 - A. Downers
 - B. Inhalants
 - C. Stimulants
 - D. Anti-depressants
3. *Nearly _____ of middle school kids said that drugs are used, kept or sold at their school.*
 - A. ½
 - B. ¾
 - C. ¼
 - D. ⅓
4. *Kids say _____ is a major reason they start smoking cigarettes or taking pills:*
 - A. Boredom
 - B. Stress
 - C. Fun
 - D. Popularity
5. *The ingredients used to make meth include:*
 - A. Paint thinner, battery acid and lye
 - B. Toothpaste, aspirin and soda
 - C. Anthrax, nicotine, lighter fluid
 - D. Salt, baking soda, glue
6. *You can die from sniffing inhalants.*
 - True
 - False
7. *Over the counter (or OTC) drugs such as cough medicine can be as dangerous as illegal drugs.*
 - True
 - False
8. *"Call the police" is the last step in the NICE approach to refusing drugs.*
 - True
 - False
9. *If you start smoking early, you're more likely to have problems with alcohol and other drugs later in life.*
 - True
 - False
10. *Even with occasional use, smoking can cause breathing difficulty, heartburn and addiction.*
 - True
 - False

Pre-Test

1. *Getting high from cough and cold medicines containing dextromethorphan may make you:*
 - A. Dizzy and confused
 - B. Comatose
 - C. Sick to your stomach
 - D. Die of overdose
 - E. All of the above
2. *Cocaine, crack, Ritalin® and ecstasy are all examples of:*
 - A. Downers
 - B. Inhalants
 - C. Stimulants
 - D. Anti-depressants
3. *Nearly _____ of middle school kids said that drugs are used, kept or sold at their school.*
 - A. ½
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 - B. Stress
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 - A. Paint thinner, battery acid and lye
 - B. Toothpaste, aspirin and soda
 - C. Anthrax, nicotine, lighter fluid
 - D. Salt, baking soda, glue
6. *You can die from sniffing inhalants.*
 - True
 - False
7. *Over the counter (or OTC) drugs such as cough medicine can be as dangerous as illegal drugs.*
 - True
 - False
8. *"Call the police" is the last step in the NICE approach to refusing drugs.*
 - True
 - False
9. *If you start smoking early, you're more likely to have problems with alcohol and other drugs later in life.*
 - True
 - False
10. *Even with occasional use, smoking can cause breathing difficulty, heartburn and addiction.*
 - True
 - False

SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION

(SEAMAA)



SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION



Application for use of Alcohol Tax Funds

2013 City of Garden City

Alcohol Fund Advisory committee

You may provide additional information. However, this form must be completed

Agency Name:	Southeast Asian Mutual Assistance Association 4101 E. Hwy 50 Suite A Garden City, KS 67846 Phone: (620) 275- 2261								
Purpose for Request Funds:	Prevention of "Alcohol and Drugs Abuse" in Asian Community through education and propaganda against Alcohol and Drug.								
Requested Amount of Funding (include as much detail concerning your projected expenses as they relate to the request).	<p>Total amount of Alcohol Funds requested for 2013: \$10,500.00</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">- Salary outreach Case manager</td> <td style="text-align: right; padding-right: 20px;">\$4,000.00</td> </tr> <tr> <td style="padding-left: 20px;">- Materials: translation of brochures</td> <td style="text-align: right; padding-right: 20px;">\$3,300.00</td> </tr> <tr> <td style="padding-left: 20px;">- Place: Classes and materials</td> <td style="text-align: right; padding-right: 20px;">\$3,200.00</td> </tr> <tr> <td style="padding-left: 20px;">Total:</td> <td style="text-align: right; border-top: 1px solid black; padding-top: 5px;">\$10, 500.00</td> </tr> </table>	- Salary outreach Case manager	\$4,000.00	- Materials: translation of brochures	\$3,300.00	- Place: Classes and materials	\$3,200.00	Total:	\$10, 500.00
- Salary outreach Case manager	\$4,000.00								
- Materials: translation of brochures	\$3,300.00								
- Place: Classes and materials	\$3,200.00								
Total:	\$10, 500.00								
Describe how your request will address one or more of the following: 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	<p>Our agency address to Alcoholism and Drug Abuse Prevention and Education. We thought that through education we could keep our kids out of alcohol and drug abuse. Also, we encouraged parents to be good model for their children, themselves they have to learn about alcohol and drug and understand how dangerous it is and avoid to use it. We translated brochures about alcohol and drugs in Vietnamese, printed and passed out these translations to our Asian business and house to house to Vietnamese people. Besides, we opened two classes on Sunday talking about alcohol and drug abuse: one for children and one for parents. There are about fifteen (15) students in each class.</p>								
How will you measure the effectiveness of your use funds?	<ul style="list-style-type: none"> - We followed up rumors in our community about all crimes committed by addicted people. - We got information from The Garden City Telegram and radio to have the data of violations related to alcohol and drug abuse. - We have a very good working relationship with the Police 								

	Department which enable us to know the number of cases involved Asian, and the number have reduced tremendously -With our translation, Vietnamese people can understand better the danger of alcohol and drug abuse.
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Please, complete and return to Ashley Freburg, Communications Specialist, P.O. Box 998, Garden City, KS 67846 by 4:00 p.m., January 4, 2013. For a digital version of this form, please visit the City of Garden City website at www.garden-city.org.



SOUTHEAST ASIAN
MUTUAL ASSISTANCE ASSOCIATION



ORGANIZATION OF STAFF AS FOLLOWED:

SEAMAA Board of Director

Meeting every quarter to discuss the organization activities outcomes and concerns.

SEAMAA Executive Director

Monitoring and following up all activities. Supervising all staffs.
Reporting to the Board Member

Bilingual Case Managers

In house and outreaching services to the refugees' population in Finney County.
Reporting all servicing activities to the Executive Director

NP
50

KANSAS SECRETARY OF STATE
Not-for-Profit Corporation
Annual Report

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594

(785) 296-4564
kssos@sos.ks.gov
www.sos.ks.gov

THIS SPACE FOR OFFICE USE ONLY.

1. **Business entity ID #** This is not the Federal Employer ID Number (FEIN). 086-649-1

2. **Name of corporation** Must match name on record with Kansas Secretary of State. Southeast Asian Mutual Assistance Associat

3. **Mailing address** Address will be used to send official mail from the Secretary of State's Office. Do not leave blank.

Attention Name	Shelly Dinh			Address	4101 E Hwy 50		
City	Garden City	State	KS	Zip	67846	Country	USA

Check this box if this is a new address. Our records will be updated **only** if this box is checked.

4. **Principal office address** Must be a street, rural route, or highway. A P.O. box is unacceptable.

Address	4101 E Hwy 50			State	KS	Zip	67846	Country	USA
City	Garden City	State	KS	Zip	67846	Country	USA		

5. **Tax closing date** Month Year December 2011

6. **State of incorporation** Kansas

7. **Name, title, and address of each officer of corporation** If additional space is needed, please provide attachment. Do not leave blank.

Name 1	Bui The Bi	Title	President				
Address	4101 E Hwy 50 # 50						
City	Garden City	State	KS	Zip	67846	Country	USA
Name 2	Mitch Young	Title	Vice President				
Address	2804 Henderson Drive						
City	Garden City	State	KS	Zip	67846	Country	USA
Name 3	Chuong Nguyen	Title	Treasurer				
Address	513 Colony						
City	Garden City	State	KS	Zip	67846	Country	USA

Please continue to next page.



SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION



City of Garden City

REFUGEE RESETTLEMENT:

Assisting new arrival refugees to settle in the new environment. The services include: Housing Assistance referral, General Orientation for daily basis needs. Jobs Placement and other Social Adjustments.

JOB SERVICE:

Job Search, Job Entry process, Job Placement, Job Pre-Orientation and follow up for 90 days.

INTERPRETATION:

SEAMAA mainly serves all clients with interpretation including some documentation translated. Business and other service provider's coordination.

TRANSPORTATION:

SEAMAA provides transportation services limited for those who may have the need such the seniors, new refugees and other disability recipients.

COUSELING:

SEAMAA provides counseling for the families as one by one basis for those who may need it. The counseling services includes many issues such as job, children, school and domestic violence matters.

REFERRALS:

Assisting clients with referral services. SEAMAA has a great experience coordinating with many mainstreams by having good source in gear for those need them.



SOUTHEAST ASIAN MUTUAL ASSISTANCE ASSOCIATION



SOUTHEAST ASIAN MUTUAL ASSISTANCE ASSOCIATION

4101 E. Hwy. 50 Suite A
Garden City, Kansas 67846
(620) 275 - 2261

Board of Directors
June 2011 Through June 2015

	NAME	OCCUPATION	ADDRESS	PHONE
President:	Mr. Bui The Bi	Tyson Team Member	4101 E. Hwy. 50 #55	(620) 272 - 0969
Vice-President:	Mr. Mitch Young	Tyson Personal Manager	2804 Henderson Dr.	(620) 805 - 9001
Secretary:	Mr. Nu Nguyen	Tyson Team Member	2918 Kris Place	(620) 275 - 5201
Treasurer:	Mr. Chuong Nguyen	Tyson Team Member	513 Colony	(620) 272 - 0573
Member:	Mr. Jimmy Mai	Jimmy's Repair Owner	1609 Remington	(620) 276 - 3999
Member:	Ms. Botoun Srey	Tyson Team Member	4101 E. Hwy. 50#206	(620) 260-9289
Member:	Mrs. Coi Truong	Work at College	209 St. John	(620) 271 - 067

Note: The Board of Directors will serve for two terms of 4 years. The new Board of Directors For the term will be selected by the end of each term by the Board of Directors

4101 E. HWY 50, SUITE A • GARDEN CITY, KS 67846 • (620) 275-2261



SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION



City of Garden City

ĐỊNH CƯ CÁC NGƯỜI TỊ NẠN:

Giúp đỡ các người tị nạn mới đến định cư trong môi trường mới. Các dịch vụ gồm có: giới thiệu xin trợ cấp nhà cửa, hướng dẫn tổng quát về các nhu cầu cơ bản hàng ngày, sắp xếp việc làm và các việc điều chỉnh khác trong xã hội.

TÌM VIỆC LÀM:

Tìm việc làm, xin việc làm, sắp việc làm, hướng dẫn trước khi đi làm và theo dõi trong vòng 90 ngày.

THÔNG DỊCH:

Hội Đông Nam Á chủ yếu phục vụ tất cả các khách hàng gồm cả các tài liệu cần thông dịch. Các công việc kinh doanh và phối hợp với các nhà cung cấp dịch vụ khác.

CHUYÊN CHỜ:

Hội Đông Nam Á cung cấp chuyên chờ giới hạn cho những người cần đến như các người già cả, người tị nạn mới đến và những người tàn tật.

KHUYÊN BẢO:

Hội Đông Nam Á khuyên bảo cho các gia đình nào cần đến. Các dịch vụ khuyên bảo gồm có nhiều vấn đề như việc làm, con cái, trường học, và các vấn đề đánh lộn với nhau trong nhà.

GIỚI THIỆU:

Giúp đỡ các khách hàng trong các định vụ giới thiệu. Hội có nhiều kinh nghiệm trong việc phối hợp với các nơi có nhiều nguồn giúp đỡ này cho những người cần đến.



MEMO

TO: City Commissioners
FROM: Alcohol Fund Advisory Committee
Ashley Freburg, Communications Specialist (AFAC Liaison)
DATE: January 31, 2013
RE: Recommendation for 2013 Community Grant Funding

CITY COMMISSION

DAVID D. CRASE
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

ISSUE

The Alcohol Fund Advisory Board again served as the Community Grant Selection Committee and has provided the Governing Body with a set of recommendations for distributing those funds in 2013.

BACKGROUND

The City Commission authorized up to \$40,000 in the FY 2013 Budget for the Community Grant. Seventeen agencies submitted applications for the 2013 Community Grant, with requests totaling \$114,622. While the number of applicants was the same as last year, the total amount requested for 2013 was nearly double the total amount requested in 2012.

The Community Grant Selection Committee met on January 14, 2013 to review applications and make a recommendation to the City Commission for the allocation of funds. Applications were evaluated on the criteria presented in the request for applications. The Selection Committee looked favorably upon applications that targeted articulated City Commission goals. The Selection Committee recommends awarding \$38,000 in grants to 14 agencies as follows:

Applicants for the 2013 City of Garden City Community Grant

	Organization	Amount Requested		Amount Recommended
1	Alta Brown Elementary School Library	\$2,000		\$1,000
2	Big Brothers Big Sisters	\$25,000		\$0*
3	Community Day Care	\$10,000		\$7,000
4	Communities In Schools	\$4,000		\$2,500
5	Community Mexican Fiesta	\$2,000		\$0
6	Families Together, Inc.	\$867		\$800
7	Finney County Public Library	\$4,000		\$4,000
8	Friends of Lee Richardson Zoo	\$2,000		\$500
9	Garden City Downtown Vision	\$2,500		\$1,000
10	Girl Scouts of the Kansas Heartland	\$5,000		\$2,500
11	Habitat for Humanity	\$5,000		\$5,000
12	Miles of Smiles	\$6,000		\$1,000

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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



CITY COMMISSION

DAVID D. CRASE

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13	Salvation Army	\$22,755		\$0*
14	Senior Center	\$3,000		\$3,000
15	SEAMAA	\$11,000		\$4,000
16	Summer Playground Program	\$5,500		\$5,000
17	Western KS American Red Cross	\$4,000		\$700
	TOTAL	\$114,622		\$38,000

*Denotes organization recommended for 2013 AFAC Funding.

Alternatives

1. Approve the Selection Committee’s recommendation to award \$38,000 in Community Grant funds to 14 agencies as outlined.
2. Alter the Selection Committee’s recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Selection Committee’s recommendation and send the item back to the Committee for further review.

Recommendation

The Selection Committee requests the Governing Body approve their recommendation to allocate \$38,000 in 2013 Community Grants as outlined above. The Committee also request the unused balance be preserved and any requests to use those funds by individuals or agencies be forwarded to the Selection Committee for review against the same criteria.

Fiscal Note

If approved, \$38,000 would be awarded from Fund 001-171-6165 “Social Funding.”

City of Garden City Community Grant Application

Applicant/Contact Person:

Penny Cruz, Media Specialist
Alta Brown Elementary School
1110 E. Pine
Garden City, KS 67846
(620) 805-7200
pcruz@gckschools.com

Project/Program:

This grant would enable the school media specialist to purchase books which promote a healthy lifestyle. Currently, 25% of the school's student population is considered obese and an additional 13% are overweight. The school nurse conducts programs at every grade level which encourage students to exercise and eat in a healthy manner. I would like to reinforce these concepts by purchasing books which also promote a healthy lifestyle. Books in which the text is provided in English as well as Spanish would be purchased when available. Student access to library books on this topic could possibly lead to better educated parents as well as students.

Amount of Money Requested and Use of the Money:

The amount of money requested is \$2000. This would purchase approximately 100 books which would range in reading level from kindergarten through fourth grade. Books which provide information about healthy eating habits, cookbooks with healthy recipes, books which promote physical activity (such as basketball, football, and soccer books) and biographies of athletes are the types of books which would be purchased with the grant money.

Project Goal:

The goal of the program is to provide students with the needed information to live a healthy life. Many of our students and their families lack this knowledge. By providing books which go back and forth between home and school perhaps not only the student, but also the parents would become better informed. Of the school's 383 students 83% are of low socioeconomic status. Many of these students have very few resources at home. In addition 54% of the students are second language learners. By purchasing books on the topics of healthy living with text in Spanish as well as English the ability to inform will be tremendously increased.

One-Time Project versus Long Term Project:

This is a one-time project. At this time the library contains very few current books on this topic. However, it is evident that this information is critical after examining the weight issue present in the student body.

Other Contributors:

At this time there are no other contributors to this project.

City of Garden City Community Grant Application

1. Community Daycare Center, Inc.
2. Our project includes opening a second daycare center at our 8th Street location.
3. \$10,000
4. The money will be used to purchase some of the necessary equipment to furnish the daycare center. We would be purchasing cribs, child size tables and chairs for 5 classrooms and ~~tables~~ ^{tables & chairs for a} multipurpose/lunch room. We will also need to purchase some playground equipment and a washer and dryer.
5. The goal of this project is to be able to adequately furnish a childcare center that will house childcare Monday through Friday from 6:45 a.m. – 6:15 p.m. We will accept infants starting at 2 weeks of age and take children up to age 5. Garden City currently only has one child care center and is in desperate need of a second center. This project would allow us to open in a timely manner with the necessary furniture and equipment as required by Kansas Department of Health and Environment.
6. This will be a one-time project for the start-up of a second childcare center.
7. Other agencies we will target will be United Way, Western KS Community Foundation and possibly the Finnup Foundation. The \$10,000 requested would not cover the entire cost of the furniture and equipment but would be enough to get us started.

Thank you for your consideration. I do realize that \$10,000 is a very large portion of your available monies. We would appreciate any assistance you are able to give us as we do see this project as one that will benefit the community and meet the Support Economic Development Activities Goal of your Strategic Objective Plan.

Additionally, I would like to thank you for your past support of our Learning Garden Project. We were able to plant and grow numerous vegetables and introduce our children to many new foods.



Jessica E. Bird

Executive Director

Community Daycare Center, Inc.



Communities
In Schools

Southwest Kansas

307 Tyler Drive
Holcomb, KS 67851

PH: 620.277.2116
www.ciskansas.org

December 21, 2012

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

Dear Ashley:

Please find enclosed with this letter a request for financial support from the City of Garden City for the Communities In Schools program at Garden City High School. Communities In Schools of Kansas respectfully request \$4,000 to support this program in Garden City which surrounds students struggling at Garden City High School with a community of support so they can achieve in school and in life.

This request details a massive problem our nation, state and community faces today, the consequences when a child drops out of school, how Communities In Schools is uniquely structured to help students who are in danger of falling through the cracks of our public school system and how this program partners with others in the community to produce great success at Garden City High School.

If you have any questions or desire any additional information, please contact me. We look forward to partnering with the City of Garden City as we continue to build this successful and innovative program in Garden City.

Sincerely

Lisa Knoll
Southwest Kansas Community Liaison

**City of Garden City Community Grant
Application to Request Funds**

1. Applicant

Communities In Schools of Kansas
2721 W. 6th Street, Suite E
Lawrence, KS 66049
785-856-5190

Contact Person

Lisa Knoll, Southwest Kansas Community Liaison
307 Tyler
Holcomb, KS 67851
620-277-2116
lisamrussell@sbcglobal.net

2. Program Requesting Funds

Communities In Schools Southwest Kansas
Garden City High School
2720 Buffalo Way
Garden City, KS 67846
620-805-5525

3. Amount Requested: \$4000

4. Project Description

The number of students who annually drop out of public schools is a massive societal problem. The sheer number of students falling through the cracks of our public school system is alarmingly high with 1.2 million students dropping out of school each year. In Kansas and in the nation as a whole, the number of students who decide to drop out of school more than doubles when you look at minority populations. While the number of dropouts is alarmingly high, the real tragedy of the decision to not attain a high school graduation is the impact it has on our economy and on the individual.

For our state, each dropout means the expense borne by taxpayers will go up. With an average annual income of around \$21,000, it is undeniable that students who don't finish school increase state social service costs. Young people who drop out are disproportionate users of government programs, such as welfare and government health care services.

There is also a clear correlation between students who fall through the cracks of the public education system and the development of socially negative behavior. Idle time, poor self-esteem and low employment opportunity lead to a host of bad decisions the dropout often chooses. The dropout population experiences a disproportionate percentage of unwanted pregnancies, as well as higher percentage of alcohol and drug abuse than high school graduates. Far too often, the high school dropout makes behavioral decisions

that lead to criminal activity and correctional programs. Across the country and in Kansas, a large majority of our prison population did not attain a high school diploma. One in eight white men who do not graduate from high school will end up in prison. For black men, the rate of incarceration is one in three.

The social service economic drain, the loss in lifetime earnings and the corresponding failure to contribute to consumer spending and tax rolls makes the cost of the dropout epidemic billions upon billions of dollars.

Communities In Schools is the nation's largest and most effective program to help public school students in danger of dropping out of school because it surrounds students with a community of support to empower them to succeed in school and in life. Founded in 1977, Communities In Schools today serves nearly 1.3 million students in 26 states and the District of Columbia.

Communities In Schools provides services and support to students based on "The Five Basics," which are essential for each young person to learn and thrive in our community.

THE FIVE BASICS

- a. A one-on-one relationship with a caring adult
- b. A safe place to grow and learn
- c. A healthy start and a healthy future
- d. A marketable skill to use upon graduation
- e. A chance to give back to peers and community

Communities In Schools is in its second year of offering individualized case management services and total school programs at Garden City High School. Communities In Schools works with students at risk for dropping out by determining students' needs and establishing relationships with local businesses, social service agencies, health care providers, and parent and volunteer organizations to provide needed resources to these at risk students to keep them in school, help them graduate and achieve in life.

Through a school-based site coordinator, Communities in Schools connects students and their families to critical community resources tailored to meet the student's and family's needs. The school based site coordinator provides the students with a one-on-one relationship with a caring adult and Communities in Schools provides a safe place to learn and grow, a healthy start and future, a marketable skill upon graduation and a chance to give back to peers and the community. Communities In Schools has become the nation's leading dropout prevention organization and the only one proven to both decrease dropout rates and increase graduation rates.

Communities in Schools strives to provide individualized case management to as many as 100 at risk students at GCHS. At risk is defined in many ways but includes students on free or reduced lunch, English as a Second Language students, or students that are truant

as defined by state law¹. With 59% of the GCHS students on free or reduced lunch, 27% of the students being English Language Learners and up to 200 students at GCHS truant each day, there are many students who can benefit from the individualized case management this program provides. In addition, the program provides total school programs such as Reality U (a financial simulation for high school freshmen), a dental clinic and book clubs that enhance the school environment for the entire GCHS student population.

5. Project or Program Goal

The Goal of Communities in Schools is to reduce the dropout rate at Garden City High School by providing students with a one-on-one relationship with a caring adult, providing a safe place for the student to learn and grow, providing a healthy start and future, providing a marketable skill upon graduation and a chance to give back to peers and the community.

In order to measure and determine program effectiveness, Communities In Schools closely monitors how its programs are impacting students in Kansas public schools. In 2010, 99% of students who received Communities In Schools case management services in Kansas stayed in school, 98% were promoted to the next grade, 95% had a demonstrated improvement in behavior, 85% were documented to have improved their school attendance, and 87% showed academic improvement. These statistics were of "case managed" students, meaning these students were identified for case management because they were already demonstrating tendencies, behaviors and/or outcomes consistent with students who decide to drop out of school.

Communities In Schools in Garden City was originally funded by a one year grant from AT&T and funding from the Finnup Foundation. The program is currently working within the community to secure additional grant funds and individual donors and sponsors to continue the program at Garden City High School and to eventually expand the program to the middle and elementary schools in Garden City.

Communities in Schools requests \$4,000 from the City of Garden City to help replace start-up funding from AT&T. These funds will be used to fund the Garden City Site Coordinator position so that services may continue to be offered at Garden City High School.

6. Funding Sustainability

Communities In Schools is a new program in Garden City and is currently working to secure funding for the Garden City High School program. Now in its second year in Garden City, the program continues to receive funding from the Finnup Foundation, and has expanded local funders to include Western Kansas Community Foundation and Wal-Mart. In addition, the program has received sponsorships and donations from local businesses and individuals in solicitations that were just begun this Fall.

¹ Up to 200 of the 2000 GCHS students are truant as defined by Kansas law each day.

7. **Additional Contributors**

Communities In Schools of Southwest Kansas received start-up funding from AT&T and the Finnup Foundation. The program continues to receive funding from the Finnup Foundation and, at a reduced level, from AT&T. In addition, our Garden City program has received funding from Wal-Mart, Western Kansas Community Foundation, Western State Bank, Golden Plains Credit Union, Garden City Farm Equipment and Palmer Tank. In addition, the program has received in-kind donations from Sam's Club, Pizza Hut, Golden Corral, Pepsi and Payless Shoes.

In 2013, Communities In Schools will seek Community Impact funds from the Finney County United Way and will apply for Agency Funding for 2014. In addition, Communities In Schools of Southwest Kansas has just begun its donor and sponsor campaign and has met with much success. The program will continue to seek funding from both of these sources in the Garden City area to stabilize program funding and allow for program expansion in the future.

Project Budget

Local Services Budgets	
Garden City High School	
Budget FY13	
(July 1, 2012 - June 30, 2013)	
Site Coordinator	\$ 30,600
Taxes	\$ 2,341
Benefits	\$ 2,700
Supervision, Data, and Evaluation	\$ 4,941
AmeriCorps Member Cost-Share	\$ 8,442
Training	\$ 500
Background Checks	\$ 250
Program Materials	\$ 2,000
Office/Computer Equipment	\$ 100
Communications	\$ 500
Travel	\$ 500
Office Supplies/Postage	\$ 150
Printing/Copies	\$ 200
Administrative Overhead	\$ 6,837
Total Site Budget	\$ 60,061

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

ORIGINAL

DEPARTMENT OF THE TREASURY

MAY 10 2000

Date:

Employer Identification Number:
48-1175467

DLN:
17053092789000

Contact Person:
JOHN JENNEWEIN ID# 31307

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
April 1996

Addendum Applies:
No

COMMUNITIES IN SCHOOLS OF KANSAS
INC
14215 BROOKLINE CT
WICHITA, KS 67230

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

COMMUNITIES IN SCHOOLS OF KANSAS

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Request for Community Grant Funds

January 2013

I. Name of Applicant Garden City Downtown Vision, Inc.

II. Project/Program Incentives Without Walls Zero Interest Loan Program

III. Amount Requested \$2,500

IV. Specific Use of Monies Monies would be used for expansion and continuation of the Downtown Vision Incentives Without Walls program and would be made available to member small businesses inside and outside of the Central Business District

V. Project Goal The Incentives Without Walls Zero Interest Loan program is a matching funds/gap financing project that was part of the former Kansas Main Street program. Since the KMS dissolved in September 2012 and the Kansas Department of Commerce relinquished the IWW funds over to the individual still-active communities, Downtown Vision is seeking to make those funds available to member small businesses who meet the IWW criteria but who are outside of the core district. The goal is to extend to these businesses who employ 25 or less people the opportunity to add a new building façade, purchase computer hard- and software, add another product line, etc. in order to remain competitive within their market or to grow their business. These businesses would be located within the Garden City city limits and would have to meet the other criteria already established by the local program.

VI. On-Going Project This project will be ongoing and would be would be one shared by GCDV and the City of Garden City and would appear as a line item in each organization's budget until the City's contribution hit \$10,000.

VII. Other Contributors Garden City Downtown Vision, in cooperation with Finney County Economic Development Corporation, would develop a local Angel Investment network to help small businesses. Additional special events with corporate sponsors and executed by GCDV would provide other dollars for the ongoing Incentives Without Walls program.

Completed IWW Projects

- Patrick Dugan's Coffee House, 301 N. Main Street, interior renovations & equipment
- Wheeler Main
- Windsor Hotel, 417 N. Main Street, replace windows and façade removal
- GC Downtown Vision, 413 N. Main Street, façade renovation
- Joyeria, 107 W. Fulton Avenue, signage
- The Arts Center on Main, 316-318 N. Main Street, façade renovation
- Southwest Arts & Humanities Council, 316 N. Main Street, signage
- The Corner in Main, 224 N. Main Street, valance
- Regan & Company, 423 N. Main Street, façade renovation
- Linenberger Jewelry, 402 N. Main Street, façade renovation
- Illusion Hair Salon, 218 N. Main Street, interior renovation
- Kinney Glass, 415 N. Eighth Street, interior renovation
- Legends Salon, 109 Grant Avenue, product line expansion

More Completed IWW Projects

- Curtis Anthony Salon, 112 E. Chestnut, interior renovation & equipment
- Square Deal Handi Services, 110 E. Chestnut, second story residential remodel
- Fresh Bites Café, 416 N. Main, purchase building

Garden City Downtown Vision is eager to discuss your project plans and you may even qualify for free technical assistance. This assistance can include preliminary design assistance from an architect or merchandising guidance.

In a little over eight years, Garden City Downtown Vision has provided more than \$101,188 in IWW loans! Since becoming a Kansas Main Street community, Downtown Garden City has seen over \$5.1 million reinvested in it through projects ranging from new banners to façade renovation, to public works improvements such as new restrooms in Stevens Park curbs, bump-outs and volunteer hours!

Garden City
Downtown Vision, Inc.

413 N. Main Street
Garden City, Kansas 67846
620.276.0891
vision@gcdowntown.com
www.downtowngc.com

Garden City
Downtown Vision, Inc.

Incentives Without Walls

The Kansas Department of Commerce administers "Incentives without Walls" (IWW), a zero-interest loan fund for projects in Kansas Main Street cities. IWW funds provide financial aid and design assistance to downtown businesses.

Look inside to find
out how to apply!

15 N. Main Street, Garden City, KS

How Downtown Vision can help

Major Project Loans

These loans are for:

- 1) Projects to acquire or rehabilitate downtown properties using private investment.
- 2) Projects that can be shown to lead directly to private investment, developing or strengthening new or existing businesses, providing services and products, creating new jobs or saving existing ones, providing a stronger tax base or restoring historic architectural features.

Loans are from \$1,500 to \$20,000 and are zero-interest. They must be matched at least three-to-one private to IWW funds.

Small Project Loans

These loans are for:

- 1) Paint up/fix up projects on front façade, back or sides of buildings; Paint up/fix up or design and installation of signage;
- 2) Installation or repair of awnings on front facades;
- 3) Technology, point-of-sales, computer programs

Loans are from \$500 to \$2,000. Small project loans are zero-interest and there is a 1-to-1

Downtown Core Area



Who is eligible? Building owners or landlords and business owners in the Garden City Downtown District core area are eligible to apply for these loans.

You must be a member of Downtown Vision to apply for an IWW and must remain a member throughout the length of your loan. Should you not renew your membership, your loan becomes due immediately and must be paid with 30 days.

Timing for applying/completing projects. Loan funds from our revolving account are available throughout the year. Application deadlines for loan funds from the State are February 1 and August 1. (Deadlines are subject to change.) Projects must begin 90 days after the funds are awarded and must be completed within one year of the award.

How GCDV is involved. Garden City Downtown Vision solicits projects, evaluates them, and selects projects to submit to Kansas Main Street. Downtown Vision can provide you with program information, eligibility requirements, and assistance in processing your application.

Loan money stays here. As loans are repaid, GCDV retains the funds in a local revolving loan pool, thus ensuring that this program continues to benefit Downtown Garden City for years to come.

CITY OF GARDEN CITY COMMUNITY GRANT APPLICATION

Families Together, Inc.

Teresa Beaudry

1518 Taylor Plaza

Garden City, KS 67846

Families Together serves families who have a child with a disability in both English and Spanish. We would like to make the workbooks available in both English and Spanish.

PROJECT NAME: Supports for Parents & Siblings dealing with the challenges of a Child with a Disability.

PROJECT EXPENSE: \$867.00

EXPENDITURES; Funding for this project will be used to buy supplies to make 50 workbooks and other resources for parents and also 50 workbooks and resources for siblings of children with disabilities. We will deliver these notebooks to the appropriate parents and siblings during our upcoming conferences and contracts through our office.

Notebook dividers-100 @ 200.00	Paper- 1 case @52.00
6 – 19 Ring plastic Combs@ 50.00	Card Stock @ 15.00
Ink- @ 250.00	Translator @ 300.00

PROJECT GOAL: Parents and sibling of children with special needs face unique challenges throughout their lives. Acknowledging the contributions of the siblings of children with disabilities is an important step toward recognizing the valuable role they play in families. In addition toward recognition, siblings need information, support, and the opportunity to be themselves. The Parents workbook will provide information to parents in how they can best support their other children who do not have a disability, to encourage the siblings to advocate and empower themselves, and that they are “special” too!

The Siblings workbook will be provided to the siblings of children with special needs, to teach them about their siblings special needs, who they can talk too, how to be advocates for their selves and their sibling, and to empower them to have their own life!

This will be a continuing project and hopefully will develop into an advocacy group for siblings of children with disabilities.

CONTRIBUTORS: We will work with local agencies and stores for in-kind contributions.

Finney County Public Library Community Grant Application

1. Finney County Public Library
605 E Walnut St.
Garden City, KS 67864

Contact: Erin Francoeur – Director
(620) 272-3680 ext 273 or erin.francoeur@lssi.com

2. The Finney County Public Library is seeking funds to create a Nature Explore Classroom on the grounds of the Finney County Public Library. Nature Explore is a program developed by the Arbor Day Foundation in cooperation with Dimensions Educational Research Foundation. Nature Explore Classrooms provide an opportunity for children to explore nature in a safe and controlled environment that is specifically designed to promote critical developmental skills.

A committee met with representatives from the Nature Explore project to design a classroom to fit the specific needs of Finney County. The classroom design includes areas for art, music, large motor movement, building, digging, water play, climbing, dramatic play, gardening and reading. The classroom is 10,000 square feet designed specifically to enhance early childhood education, but care was taken to make sure that elements would be useful and welcoming for all ages.

The classroom will be fenced in and accessible only through the library, so that we are able to monitor the area and track usage. Safety is a priority and all materials and equipment will meet or exceed Kansas playground safety standards. The area will be monitored by staff and surveillance cameras.

Please see the attached site plan for the design layout of the area and visit <http://www.arborday.org/explore> for more information on the general Nature Explore project.

3. \$4,000

4. The \$4,000 requested would be used to purchase materials and pay for labor for the construction of the adventure platforms tree house portion of the Nature Explore Classroom, (Area J on the attached site plan).

5. The goal of our Nature Explore project is to provide a place for nature exploration, outdoor play and relaxation for the people of Southwest Kansas. We believe that the classroom will be used by numerous groups and individuals in the area. Educators from our local Parents as Teachers organization and our early childhood specialists at USD 457's Russell Child Development Center have expressed great interest in the Nature Explore Classroom and would like to use it to enhance the services they are currently providing. The classroom will also enhance current library programming by providing an outdoor space for us to have regular story times and special events. We expect that our Nature Explore Classroom will have a very positive influence in our community and hope that it will be an example for other libraries to encourage outdoor education.

6. This is a one-time project. Once funds are raised, the Nature Explore classroom will be constructed. The library has a perpetual fund that will support on-going maintenance and renovations to the area.

7. Major Donors to Date

Wampler Fund	\$80,000
Kansas Health Foundation	\$24,567
Western Kansas Community Foundation	\$11,000
LSSI	\$5,000
Keller & Leopold Insurance	\$5,000
Palmer Tank & Manufacturing	\$5,000
Golden Plains Credit Union	\$1,500
Kansas Association of Garden Clubs	\$500
Sam's Club	\$500
Other Donations	\$1935
Total Raised	\$135,002

The total project budget is \$360,000, so we have \$225,000 left to raise. We are looking for funding through grants from several other organizations including KACEE, the Kemper Foundation, Garden City Convention and Tourism Bureau, the Finnup Foundation, and Sandridge Energy. And we will continue to look for other appropriate grant opportunities. We are also doing fundraising through the library to support the project.



- A ENTRY FEATURE**
 - EXPAND HARD SURFACE, ADD DONOR NAMES
 - NEW DOOR - WITH GLASS?
 - CONTEXTUAL ARBOR (picture 1)
 - PLANTER BOX

- B GATHERING**
 - EXPAND PAVING FROM WALK
 - ADD BENCHES/TOOLS/AS ART
 - CRUSHED FINES
 - STORAGE
 - LABYRINTH WITH HERBS AT CENTER (2)

- C GARDEN PLANTINGS**
 - RAISED BOXES (11)
 - LOCAL/REGIONAL STONE FLOOR
 - CRUSHED FINES

- D ART**
 - LOCAL/REGIONAL STONE FLOOR
 - NATURE ART TABLE (4)
 - WATER OR ART PANELS (3)
 - STORAGE

- E MUSIC & MOVEMENT**
 - ACCESSIBLE STAGE - SHADE? (5)
 - MARIMBA/AKAMBIRA (8)
 - STORAGE
 - PROP POLES

- F OPEN**
 - RAISED TURF
 - SPORT FIELD VARIETY (12)

- G BUILDING**
 - LOCAL/REGIONAL STONE FLOOR
 - TABLE AND STOOLS (6)
 - STORAGE

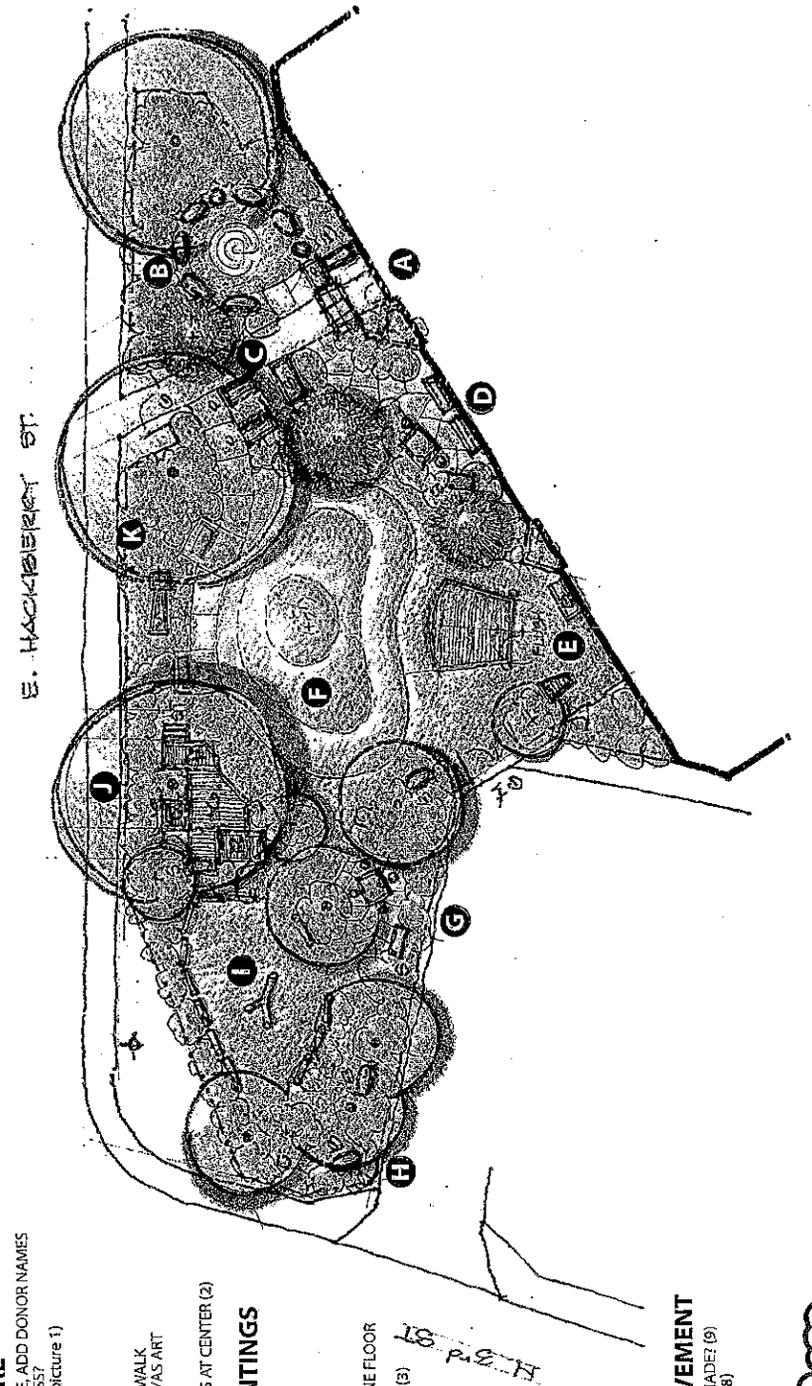
- H PATHS THROUGH PLANTINGS**
 - NATIVE/ADAPTED PLANT MATERIAL (7)
 - MULTIPLE ROUTES
 - BENCHES/SEATING

- I MESSY MATERIALS**
 - 12"-18" WOOD CHIPS/MULCH
 - 4'-8" X 10"-20" DIAMETER LOG SECTIONS
 - AT PERIMETER
 - LOG OF INTEREST (5)
 - GIANT TREE COOKIES/LOOSE PARTS

- J ADVENTURE PLATFORMS**
 - 5' SQUARE MODULE (10)
 - COMPOSITE DECKING
 - EXTEND VERTICALS, ADD HORIZONTALS
 - RAMP AND STEP ACCESS
 - STORAGE

- K WATER**
 - RECIRCULATING HAND PUMP
 - CRUSHED FINES

- LEGEND**
 - S: STORAGE
 - B: BENCH
 - P: PLANTER BOX
 - R: RAMP
 - G: GATE
 - ST: STEPS





PO Box 1638
Garden City, Kansas 67846
620.276.6243
www.folrz.com

Administrative Offices
located in the
Finnup Center for
Conservation Education

Safari Shoppe
405 S. Fourth Street
Garden City, Kansas 67846

2012 Board of Directors:
Matthew Fields, chair
Dana Nanninga, vice chair
Emily Vstecka, secretary
Mike Homm, treasurer
Molly Basham
Arlene de Cardenas
Randy Lucas

Friends Executive Director:
Brian Nelson

Friends Marketing &
Membership Director:
Jessica Norton

Safari Shoppe Manager:
Jessica Norton

Mission Statement:
Encouraging and aiding the
development of
Lee Richardson Zoo
as an educational and
recreational center.



Improving Lee Richardson Zoo since 1975

January 4, 2013

City of Garden City Community Grant Application
301 N. Eight Street
Garden City, Kansas 67846
Attention: Community Grant selection committee

CASH GRANT APPLICATION

We are pleased to submit this application on behalf of Friends of Lee Richardson Zoo (FOLRZ) to the City of Garden City for consideration. As you will see through a review of the proposed project, FOLRZ is seeking \$2,000, which will enable the organization to expand the current Safari Cycle fleet.

According to your goal - "To systematically award funds to persons or organizations who undertake a project or begin a program which has a community-wide benefit or a significant benefit to a targeted segment of the population" - FOLRZ is an ideal candidate for the eligible funds as our current project promotes health and wellness through physical activity, offered to the entire community. As you review this application, keep in mind that Lee Richardson Zoo attracts not only local citizens, but regional communities as well. Distributed funds would indeed have a vast impact.

Enclosed is the grant application, including the proposal. Should you have any questions regarding any of the contents of the enclosed proposal, please feel free to contact Brian Nelson at 620-276-6243.

On behalf of my organization and the people we serve, I respectfully submit the enclosed proposal for your consideration.

Cheers!

Brian Nelson
Executive Director
Friends of Lee Richardson Zoo

City of Garden City Community Grant Application to Request Funds

Goals

The goals of the Community Grant program are to systematically award funds to persons or organizations that undertake a project or begin a program which has a communitywide benefit or a significant benefit to a targeted segment of the population. The Community Grant is also intended to award money for projects or programs that would not customarily be funded through the annual City Budget, but serve to meet the identified goals and objectives of the City.

On page 2 through 4 you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications **will not be disqualified** if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications which would qualify for AFAC funds (which are City awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax.

How to Apply and Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information:

1. The name of the applicant (person or organization).
2. The project or program for which you are requesting funds.
3. The amount of money requested.
4. The specific use of the money requested as it relates to your entire projects or program.
5. Identify the goal of the project or program.
6. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
7. Identify other contributors (those already committed and those targeted) to your project or program.

Due Date

Applications must be received by 4:00 p.m., Friday, January 4, 2011. Please mail or hand-deliver to:

Ashley Freburg, Communications Specialist
301 N. 8th
Garden City, KS 67846

Funding

The City Commission has identified up to \$40,000 in the 2012 Budget to fund the Community Grant Program.

PROPOSAL

1. APPLICANT:

Organization: Friends of Lee Richardson Zoo
Address: P.O. Box 1638, Garden City, Kansas 67846
Contact: Brian Nelson, executive director
Phone number: 620-276-6243

2. PROJECT:

Friends of Lee Richardson Zoo are currently seeking funds to expand the Zoo's Safari Cycle fleet. More commonly known as a surrey, a Safari Cycle is a light four-wheeled pedal-powered carriage/cycle with seats facing forward. Safari Cycles provide a recreation opportunity to exercise at the zoo for guests who may be looking for a workout, while still enjoying a visit to the zoo. Guests can pedal through the Americas, and continue on into Africa while taking part in a great family experience away from modern-day technological distractions. Since launching our first cycles (a fleet of three) on May 4, 2012 Friends of Lee Richardson Zoo hope to start a new tradition for those who believe there is "nothing to do" in Southwest Kansas. Rent a bike and trek around on zoo grounds!

With a target population of 180,000 guests who walk through the zoo annually, Safari Cycles have increased guest amenities here at the zoo, while promoting healthy activity and establishing an additional revenue source. During the 2012 season, Safari Cycles brought in a \$13,000 gross to Friends of Lee Richardson Zoo. That money is then put into new exhibits as we work to build better habitats for our animal residents and continue the practice of extreme animal care while also educating "hands on." Reading about African Elephants can't be compared to seeing one in person.

3. MONEY REQUESTED:

Double Surrey Cycle - one unit _____	\$ 3,695
Triple Surrey Cycle - one unit _____	4,695
Freight _____	545
TOTAL _____	8,935
TOTAL REQUESTED _____	\$ 2,000

4. USE OF MONEY RELATING TO PROJECT:

Given funds will be used to purchase a portion of Safari Cycles. Approximately, \$2,000 can purchase half a cycle.

5. PROJECT GOAL:

Currently the fleet consists of three cycles: two single bench cycles and one double bench cycle. A second purchase would include acquiring another double bench cycle in addition to a triple bench cycle (which can seat up to nine adults). Our goal is to purchase the new cycles in time for the 2013 summer season.

6. PROJECT REPETITION:

The first fleet of cycles were purchased with grant aid from Western Kansas Community Foundation. We are now in need to find an alternate source of funding. Using profit generated is not an option, as money raised through rentals is obligated toward new exhibits, such as Cat Canyon (a \$977,000.00 project). If the fleet is expanded in the future, additional funding sources will be pursued.

7. OTHER CONTRIBUTORS:

As of submission of this proposal, the following funding requests have been sent to other potential contributors:

The Garden City Company Partners in Community Service/Garden City High	_____	\$ 1,000
The Garden City Company Partners in Community Service/Holcomb High	_____	1,000
The Garden City Company Partners in Community Service/Deerfield High	_____	1,000
The Garden City Company Partners in Community Service/Lakin High	_____	1,000

Additionally, Friends of Lee Richardson Zoo plan to request the remaining \$2,935 from the local Finnup Foundation Trust.



January 4, 2012

City of Garden City
Ashley Freburg and Community Grant Selection Committee
301 N. 8th
Garden City, KS 67846

Girl Scouts of Kansas Heartland

Operational Headquarters
360 Lexington Road
Wichita, KS 67218
316-684-6531
888-472-3683
kansasgirlscouts.org

Girl Scouts of Kansas Heartland

Garden City Girl Scout Center
114 Grant Avenue
Garden City, KS 67846
620-276-7061

Dear Ashley and Committee Members:

Thank you for the opportunity to partner with the City of Garden City. Your support of Girl Scouts of Kansas Heartland will allow us to serve many girls in Garden City as we strive toward our mission of *building girls of courage, confidence, and character who make the world a better place.*

From the very beginning, Girl Scouts has been about developing girls' leadership abilities. Now we're doing it better than ever with targeted, outcome-based program activities. They are designed to guide girls on a lifelong path to lead with courage, take active roles in their communities, feel empowered to make a difference in their lives, and act with integrity and compassion.

We respectfully request \$5,000 from the City of Garden City's Community Grant to underwrite Girl Scouts of Kansas Heartland's Youth Leadership Development programs which will continue the mission of Girl Scouting in Garden City.

Thank you for the consideration of our request.

Yours in Girl Scouting,

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

Morgan Bell
Community Development Coordinator

**Girl Scouts of Kansas Heartland
City of Garden City Community Grant
2013 Grant Application**

Date: January 4, 2013

Name of Applicant: Girl Scouts of Kansas Heartland

Address: 114 Grant Ave. Garden City, KS 67846

Telephone: (620) 276-7061

Name of project/program: Youth Leadership Development

Amount Requested: \$5,000

Contact Person for this project is: Morgan Bell, email: mbell@gskh.org or Dana Simon, email: dsimon@gskh.org

Program Budget Summary:

The estimated cost of Girl Scout Youth Leadership Development for 2013 in Garden City is \$120,000. Girl Scouts of Kansas Heartland (GSKH) respectfully requests \$5,000 to assist with costs to deliver this program.

Funds for the Youth Leadership Development program are based on the estimated 300 girls anticipated to be Girl Scouts in Garden City during the 2012-2013 membership year. Some of the direct costs include:

- Program Supplies – \$3,000.00
- Scholarships/Financial assistance to girls – funds will be used to cover the \$12.00 National Girl Scout Dues and \$10-\$15 per girl for attending special events. \$1,500.00
- Communication – Website, Printing & Publications, Postage - \$2,250.00
- Activity Insurance – \$250.00
- A portion of Program, Membership and Volunteer Services wages – \$23,000.00
- Volunteer recruitment, training & background check – \$14,500.00

Other Financial Contributors

Additional funds to support Youth Leadership Development programs has been received from individuals, the Finnup Foundation Trust, Finney County Attorney's Office, United Way of Finney County, and the Girl Scouts of Kansas Heartland Cookie Sale Program.

Program Summary:

GSKH delivers the Youth Leadership Development program by utilizing the Pathways approach to Girl Scouting, which means that girls and adult volunteers may choose to participate in the Girl Scout Leadership Experience in the ways that they want. All girls may not have the same experience, but each take away new insights, connections, and a sense of accomplishment. Flexible Pathways include:

- **Camp** – Girls participate in day or resident camps with a focus on the out-of doors and/ or environmental education. Garden City Girl Scouts can attend camp at any one of our 7 camps located throughout the State.

- **Events** – Girls participate in numerous community service events or Cookie Sales (financial literacy event). Specific community service events that area Girl Scouts participated in is located below.
- **Series** – Girls participate in a series of programs with the same group of girls relating to a specific theme or purpose – STEM (Science, Technology, Engineering, & Math). One of the popular series girls can attend is delivered in conjunction with the Lee Richardson Zoo. Garden City Community College also hosts a series for Girl Scouts.
- **Travel** – Girls plan, earn money, prepare, and participate in regional, national, and international trips
- **Troops** – Girls participate in a series of programs with the same group of girls over the course of an academic year.

Through the Girl Scout Leadership Experience we are able to provide girls with a unique leadership experience, where they are able to thrive, in an all-girl atmosphere which is where they feel most comfortable. Our program initiatives focus on *Arts and Culture*, *Environmental and Outdoor Education*, *Healthy Living*, *STEM* (Science, Technology, Education, and Mathematics), and *Financial Literacy*. Girls can choose a variety of Pathways to explore the program initiatives.

- **Arts and Culture** – Participation in arts and culture enables girls to express what they see and encourages them to view the world through the eyes of discovery by helping them to develop creativity, follow their instincts, and hone their communication skills.
- **Environmental and Outdoor Education** – Through Girl Scouting, girls see the earth as their homes where they are given the opportunity to learn about endangered wildlife, develop creative recycling projects, and other ways to ensure the safety of our planet for future generations, through care, conservation, and responsibility.
- **Healthy Living** – Educating girls on how to keep their bodies and minds healthy engages them and keeps their spirits alive. Healthy living includes everything from physical health, exercise, and nutrition to helping girls learn to talk to community leaders about issues of concern (i.e. public water systems) in their lives or communities.
- **STEM** – Girl Scouts introduces girls of every age to STEM activities that are relevant to everyday life and help them look at the world around them with inquisitive eyes. Girls have the opportunities to discover how a car's engine runs, become math whizzes, learn about space and astronomy, or about careers in the STEM fields.
- **Financial Literacy** – Offering girls the opportunity to build their business savvy and hone their financial literacy skills through our curriculum, online learning, and the Girl Scout Cookie Program, the largest girl-led business in the world.

Community service is an integral part of our program. During the 2012 membership year, Girl Scouts in Garden City were extremely active in the city. Some of the community service events that local Girl Scouts organized and/or participated in were:

- Fall Festival (Sand art) – Downtown Vision
- Boo at the Zoo – Troop set up a table and handed out candy to the thousands of attendees
- Donation of money and supplies to Miles of Smiles
- Operation Christmas Child – Troop adopted a few children

- Healthy Food Campaign – Troop put together a program and invited participants
- Adopt a Soldier – Troop adopts a deployed soldier every year to whom they send food and other items from home
- Relay for Life – Troop ran activities for a 12 hour shift
- Bell ringing for the Salvation Army
- Donated canned foods to Emmaus house
- Helped set up for Bible Christian Church Day of service
- Helped other area Girl Scout troops
- Helped organize and serve at Cookie Kickoff

Goal of the Program

The mission of the Girl Scouts is to *build girls of courage, confidence, and character, who make the world a better place*. The targeted outcomes for Youth Leadership Development in 2013 are: 1) Girls develop a strong sense of self; 2) Girls promote cooperation and team building; and, 3) Girls feel empowered to make a difference in the world.

Program make-up:

This is a year-round program. Per the outcomes and goals developed from the Council's Strategic Learning process, we are committed to diversifying our funding streams. We actively seek funding for our Council needs through many individuals, corporations, and foundations. Our Fund Development Department works throughout the year to secure grants, endowment funds, increase our annual giving contributions and maximize all possible funding opportunities.



FACT SHEET

Girl Scouts was founded in 1912 by Juliette Gordon Low. We are the largest girl-serving organization in the United States, and the premier youth leadership development organization for girls in Kansas

Our Mission is to build girls of courage, confidence and character, who make the world a better place

Girl Scouting WORKS! Girl Scout alumnae display positive life outcomes to a greater degree than non-alumnae with regard to several indicators of success, including:

- Sense of Self
- Civic Engagement
- Income/ Socioeconomic Status
- Volunteerism and Community Work
- Education

Youth Leadership Development

Any girl, Kindergarten through grade 12, who is willing to live by the Girl Scout Law is eligible to be a Girl Scout. Youth Leadership Development is the program that is experienced by all girls in the council, and incorporates the leadership keys of *Discover*, *Connect*, and *Take Action*. The Girl Scout processes of *Girl Led*, *Cooperative Learning*, and *Learning by Doing* are woven throughout the program and the Girl Scout Leadership Experience.

Council Operations

We have more than 50 talented, full-time employees, with an operating budget of \$5 million. Our operational headquarters are in Wichita, KS, with regional offices in Emporia, Garden City, Hays, and Salina.

Membership

Girl Scouts of Kansas Heartland serves 80 Kansas counties, approximately the western two-thirds of the state. We have more than 16,500 girls (grades K-12), lifetime, and adult members.

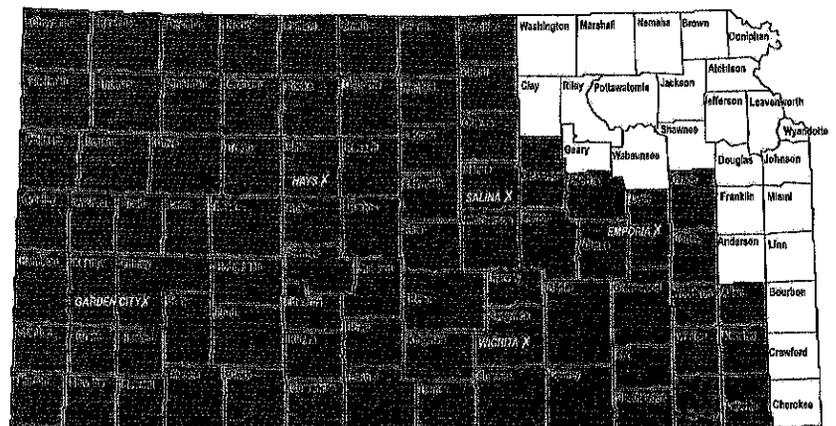
The Girl Scout Promise

On my honor, I will try:
to serve God and my country,
to help people at all times,
and to live by the Girl Scout Law.

The Girl Scout Law

I will do my best to be
Honest and fair
Friendly and helpful,
Considerate and caring,
Courageous and strong, and
Responsible for what I say and do,

And to
Respect myself and others,
Respect authority,
Use resources wisely,
Make the world a better place, and
Be a sister to every Girl Scout.



X Location of Regional Offices

Girl Scouting builds girls of courage, confidence, and character who make the world a better place.

Garden City Habitat for Humanity

Habitat for Humanity was established in 1976 to help address the issue of poverty housing. The main mission of Habitat for Humanity is, what the poor need is not charity but capital, not case workers but coworkers. And what those more fortunate need is a wise, honorable and just way of helping others. Garden City Habitat for Humanity meets both these goals.

The local Habitat affiliate has worked for 15 years to build homes for those families who are able to meet the criteria and therefore qualify to be homeowners.

Garden City Habitat for Humanity is requesting \$5,000.00 to help with the current construction of a home. This home is for a family with seven amazing boys who are now living in substandard housing. The house is being built at the corner of 5th Street and Pine Street. Each family is required to contribute 500 hours of sweat equity toward the building of their home. This family is well on their way to obtaining the hours needed.

These funds will be used to buy building supplies as in lumber, shingles, concrete, sheetrock and nails as needed.

Each home built is a one-time project with other homes to be built as families are qualified. Garden City Habitat for Humanity has already qualified another family and will begin their home as soon as is feasible.

Garden City Habitat for Humanity receives funds from Finney County United Way and the Finnup Foundation. Funds are also received from private donations as well as community organizations. A program through Habitat International (Softwood Lumber) reimburses local Habitat's for certain lumbers used in building. We received these funds after the construction of the previous home built. We have received funds from several foundations in the past and will continue to apply to for these funds. Garden City Habitat for Humanity also receives diversion funds from the Finney County Attorney's office. Many items needed are donated from local businesses. The local Habitat utilizes about 100 volunteers each year to help with construction.

Garden City Habitat for Humanity would appreciate any support that the City of Garden City grant can give and looks forward to working with you to provide housing to the needy of our community. If you have any questions feel free to call Lana Christensen (volunteer coordinator and grant writer) at 620 275-1169 or schristensen60@sbcglobal.net.

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MILES OF SMILES
Therapeutic Riding Program
PO Box 426
Garden City, Kansas 67846
620-260-9997
www.miles-of-smiles.org



City of Garden City
Attn: Ashley Freburg, Communications Specialist
301 N. 8th
P.O. Box 498
Garden City, KS 67846

December 26, 2012

Dear Community Grant Selection Committee:

It is with great pleasure that I once again have the opportunity to tell you about Miles of Smiles Therapeutic Horsemanship. We were founded in 1997 and today we have 13 horses, four PATH, Intl. (Professional Association of Therapeutic Horsemanship, International) certified instructors, approximately 50 trained volunteers, and are located at 901 W. Maple, in Garden City! We are operated mostly by volunteers and supported by voluntary contributions from the public. The organization is overseen by a volunteer board of directors and our part-time, paid Director of Programs, who oversees the running of the program and its day to day operations. Our mission is to provide therapeutic horse assisted activities to individuals with disabilities to enhance their health, independence, and quality of life.

Miles of Smiles is requesting \$6,000.00 from your Community Grant. As with past years, the project we are seeking the funds for is to provide scholarship funding for qualified participants of our riding program. According to the federal low-income guidelines approximately 68% of our clients served in 2012 qualified for either half or full scholarship funding. The total amount of income from our 2012 horsemanship activities was \$14,025.00. \$6,009.00 of that was from scholarship funds. The number of clients that Miles of Smiles serves in a year averages between 30 and 35 participants. Each regular session client receives 17 lessons per year, at a total lesson cost to them of \$425.00. We also serve additional Special Summer Session clients during the summer, who pay \$125.00 for a five week session. For some of the families and clients served by Miles of Smiles, this is simply an expense that they just cannot afford. Miles of Smiles would like to be able to once again provide scholarships to assist these individuals.

A scholarship grant from the City of Garden City would satisfy the goal of allowing low-income participants in our organization to continue their therapeutic horse assisted activities without the worry of financial hardship that they may encounter when having to pay for their fees. Horse assisted activities have been proven to improve the lives of riders with disabilities by fostering independence and improving physical and mental abilities. These activities also promote community wellness of our participants, as well as improving the civic involvement of our many caring volunteers. Our clients would very much appreciate your help and support.

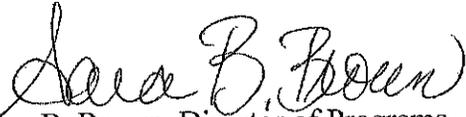
Scholarships are an ongoing project for our program. Every year we are faced with clients who are financially challenged, and every year we seek funding from grantors, such as yourselves, who generously help to provide us with the funding needed to accommodate our riders.

Contributors whom we have either sought funding for 2013 scholarships, or plan to, include The Kansas Health Foundation and SDSI (Southwest Developmental Services, Inc.) Ulterior methods of funding for some clients may include finding them private sponsors or simply asking them to fund their own lessons out of pocket.

Miles of Smiles realizes that \$6,000.00 is a large portion of the City Commission's identified monies for the Community Grant Program. Because of this we will graciously accept any amount of scholarship funding that you feel you will be able to gift us with for our 2013 horse assisted activities.

Thank you in advance for your consideration. Our resources are limited and our visions are wide. We believe our hopes and dreams are attainable and we hope you do too.

Respectfully,

A handwritten signature in cursive script that reads "Sara B. Brown". The signature is written in black ink and is positioned above the printed name.

Sara B. Brown, Director of Programs
Miles of Smiles Therapeutic Horsemanship

MISSION STATEMENT

It is the mission of MILES OF SMILES to provide therapeutic horse assisted activities to individuals with disabilities to enhance their health, independence, and quality of life.

WHO are we?

A team of dedicated volunteers, who have a strong desire to help those who may not be able to help themselves, in a way that is unique to any kind of "help" they have received before.

WHAT do we do?

Provide structured riding lessons that include developmental vaulting, horsemanship, mental and physical strength building, and fun.

WHERE are we located?

901 West Maple Street, Garden City, KS. We recently purchased this property and are very excited to be property owners where we have plenty of room to grow and expand.

WHY do we do this?

Because we know of the value of the horses movement, which relaxes tight muscles and stimulates unused muscles. This encourages better balance, flexibility, coordination, posture, and muscular strength and control. Our program also provides its riders with a great sense of accomplishment and self-esteem, thus providing psychological benefits as well.

HOW can you help?

By supporting us financially and/or by becoming a volunteer! You don't even have to know about horses or disabilities to be involved, just a strong desire to help out and maybe get a hug or two! To find out more, contact our office at (620)260-9997.

Miles Of Smiles is a 501 © 3 organization.
Donations to Miles Of Smiles are tax exempt.



Triumph Foundation



I saw a child

I saw a child who couldn't walk, sit on a horse, laugh, and talk, Then ride it through a field of daisies and yet he could not walk unaided.

I saw a child, no legs below, sit on a horse, and make it go through woods of green and places he had never been to sit and stare, except from a chair.

I saw a child who could only crawl mount a horse and sit up tall, put it through degrees of paces and laugh at the wonder in our faces.

I saw a child born into strife, take up and hold the reins of life and that same child was heard to say, Thank God for showing me the way...

John Anthony Davies

MILES OF SMILES



Miles of Smiles
Therapeutic Riding
Garden City, KS



ABOUT OUR PROGRAM

Miles of Smiles is a non-profit organization that seeks to offer children and adults with physical, mental, and emotional disabilities or injuries the benefits of therapeutic riding.

Miles of Smiles is operated by volunteers, and is supported by voluntary contributions from the public. The program is overseen by a Board of Directors, all of whom are volunteers.

Miles of Smiles is a member of the Professional Association of Therapeutic Horsemanship International (PATH Int.). This national non-profit organization is dedicated to promoting and supporting therapeutic riding.

The Miles of Smiles' Board of Directors is committed to upholding the highest safety and organizational standards set forth by PATH Int. These standards will help ensure our program and environment are safe, that there is a means for on-going assessment and improvement of the program, and that our services continue to reflect current knowledge available.

WHAT IS THERAPEUTIC RIDING?

Professional Association of Therapeutic Horsemanship International (PATH Int.) was established in 1969, and today there are more than 500 PATH Int.-affiliated centers in the U.S. and Canada. These centers offer a variety of hippo-therapy (physical therapy on horseback) activities to riders with a wide range of disabilities and injuries. The movement of the horse both relaxes tight muscles and stimulates unused muscles, which encourages better balance, flexibility, coordination, posture, and muscular strength and control.

Horseback riding also offers many psychological benefits. Mastering the commands and controlling the horse give the rider a wonderful sense of accomplishment as well as greater self-confidence, self-esteem, and a sense of independence. Horseback riding requires, and thus promotes the development of patience and self-control. Interaction with the horse, volunteer, therapist, and other riders can also improve the rider's social development. The experience includes so many sensory stimuli - the smells of the barn, the feel of the horse's soft coat - that just being there is beneficial to the rider!

Therapeutic riding is recognized and endorsed by many medical organizations; specifically, the American Occupational Therapy Association and the American Physical Therapy Association.



Miles of Smiles
Therapeutic Riding
 Garden City, KS



WAYS TO HELP FINANCIALLY:

Donations can support various projects of the program, including:

- Rider Scholarships
- Adopt-A-Rider Sponsors
- Adopt-A-Horse Sponsorships
- Feed and Equipment
- General Operating Funds

• When planning your estate or thinking of long term giving, you might want to consider

Miles of Smiles

Therapeutic Riding Program

P.O. Box 426 • 901 W. Maple • Garden City, KS 67846

Phone: 620-260-9997 • www.miles-of-smiles.org

miles_of_smiles@sbglobal.net

If you would like to volunteer or make a donation, please contact us at the above information.

CONTRIBUTIONS ARE NEEDED...

Individuals, organizations, or businesses can also help meet the needs of our riders by providing donations for scholarships, horse sponsorships, feed & equipment, or any other dollar amount they wish to give. In-Kind donations are also accepted and greatly appreciated!

ALL CONTRIBUTIONS ARE TAX DEDUCTIBLE

THERAPEUTIC RIDING PROGRAM

I/We wish to gift Miles of Smiles with

\$ _____.

Donor(s) Name: _____

Address: _____

City, ST, Zip: _____

Your gift will be used where it is most needed, unless specified otherwise by you.

(Cut out & send in with your donation! Thank you)
 (No amount is too small!)

VOLUNTEERING

Aside from the horses, volunteers are the single most important part of our program! You don't have to be a "horse" person to help. If you have a few hours of time and the desire to do something positive for your community, we need you! Any amount of time given is well spent, and as our program grows, we need more volunteers for a variety of duties.

- Assisting with Riding Sessions
- Fundraising/Public Relations Campaigns
- Horse Care & Facility Maintenance
- Serving on the Board of Directors
- Committees
- And much more



Every year, more than 40,000 people of all walks of life benefit from equine-assisted activities and therapies that are offered at PATH Int. Centers just like Miles of Smiles. They all find help from these programs through the physical and cognitive benefits offered, but most of all through the horse and human bond that helps to enhance their emotional and behavioral conditions.



SOUTHEAST ASIAN
MUTUAL ASSISTANCE ASSOCIATION



ORGANIZATION OF STAFF AS FOLLOWED:

SEAMAA Board of Director

Meeting every quarter to discuss the organization activities outcomes and concerns.

SEAMAA Executive Director

Monitoring and following up all activities. Supervising all staffs.
Reporting to the Board Member

Bilingual Case Managers

In house and outreaching services to the refugees' population in Finney County.
Reporting all servicing activities to the Executive Director



Senior Center of Finney County

"To Enrich, Educate, and Serve"

907 North Tenth • Garden City, Kansas 67846 • (620) 272-3620

Website: www.seniorcenterfc.com

December 27, 2012

Ashley Freburg, Communications Specialist
301 N. 8th
Garden City, Kansas 67846

Dear Community Grant Selection Committee,

The goal of the Meals on Wheels program is to provide a low-cost, nutritious meal to the homebound in Finney County, a goal we have been committed to since 1972. St. Catherine Hospital prepares our meals. They have a registered dietician that plans the varied nourishing menus. The hospital charges us \$2.65 a meal, a bargain that we pass on to our clients. No one is ever turned away because they cannot afford the cost. Currently we have eight (8) routes, seven (7) in town and one (1) county route. The program involves two (2) staff members and three hundred seventy five (375) volunteers a year to deliver the meals and provide a safety check and a social contact to the homebound on a daily basis. Meals are delivered Monday thru Friday with a choice of a sack lunch for Saturday that's delivered along with Friday's meal.

We have delivered 25,264 meals from December 2011 through November of this year. 6,436 of these meals went to our low income clients, with a cost of \$17,055.40. This is up by 1,136 meals from last year with requests coming more and more frequently. These are citizens with very limited income, no family to help them and usually large medical expenses. So far this year we have had thirty three (33) low income clients receiving free meals and meals for Sunday. Three (3) of these clients live outside of Garden City on the county route so not only do we need funding for these meals but also the gas, insurance and repairs on the Meals on Wheels' vehicle.

Now I would like to tell you a little bit about a couple of our low income clients that contributor's funding helps. Robert is twenty (20) year old and disabled due to cerebral palsy. He is wheelchair bound and is unable to cook for himself. He has very limited income. After paying rent, utilities, medical/prescription and a bus pass he only had \$93.00 to live on a month. He feels he is very fortunate to receive Meals on Wheels and say he loves the home cooked meals.

John (57) is another one of our clients who worked up to the day he had a stroke. His stroke left him with several limitations. After many weeks in the hospital John was dismissed home. John was unable to work but his bills keep coming. There wasn't a second income since his wife had passed away. We were able to help John out by giving him meals Monday through Sunday. John has since rehabbed and was able to go back to work. He called one day to thanks us for the meals. He said "they were a lifesaver" he didn't know what he would have done without them,

Not only have we been able to give these two (2) wonderful people and thirty one (31) others like them free hot nutritious meals, we also give them their dignity, a safety check and the chance to stay in their

Another service we are offering to all our clients is blizzard packs. These are packages of non-perishable food that we send out to everyone. In the event of bad weather and we cannot get out to deliver meals they have the pack of food on hand to eat. Last year we handed out blizzard packs two (2) different times throughout the winter with the cost of \$690.00. These blizzard packs gives our clients, their families and us peace of mind when we are having inclement weather.

A goal for this year is to be able to buy ice chest for some of our clients who can't afford them. A lot of time they have doctor's appointments that run over into their lunch time. Some of the clients have the volunteers leave their meals out on their porches. At times animals get into the meals or they sit too long out in the sun posing a health hazard.

We would like to request funding in the amount of \$3,000 for 2013. These funds would be used to provide free or reduced meals to low income customers, blizzard packs and ice chest. Funds would also be used to purchase gasoline, insurance and repairs to our vehicle. We would also like to be able to plan for the future of Meals on Wheels and put a small portion aside for the purchase of a new vehicle when the need arises. Other contributors to Meal on Wheels are Finney County United Way, Finnup Foundation, Mary Jo William Charitable Trust, The Garden City Company/PIC grants.

Meals on Wheels, is an ongoing project that continues to grow. As of today's date we are feeding 103 home bound Finney County residents. We will continue to grant write to the mentioned contributors for future funding for this project.

We are a 501 (c) 3 nonprofit organization and our Federal ID# is 48-0867950. If you have any questions, please contact me at 620-272-3620.

Sincerely,



Patti Thummel
Meals on Wheels Director



Founded in 1865 by
William and Catherine Booth

DOING THE MOST GOODSM

Garden City Kansas Corps
216 N 9th St, Garden City KS, 67846-5310
p: 620-276-4027 f: 620-276-2503
garden_city@usc.salvationarmy.org www.salarmy-mokan.org
Envoys Craig & Louise Lurtz, Corps Administrators

Shaw Clifton
General

Kenneth Baillie
Commissioner
Territorial Commander

Jeffery Smith
Major
Divisional Commander

January 4, 2013

Ashley Freburg,
Communications Specialist
301 N. 8th
Garden City, KS 67846

RE: City of Garden City Community Grant

Dear Ashley Freburg:

Attached is the submission to the City of Garden City Community Grant that we feel will make an impact on the disadvantage youth in the community. The Salvation Army Youth Activities Center (SAYAC) is a free drop in center for low income families that need help with supervision of their children while they work. The SAYAC has been in helping families for eighteen years has continues to be a benefit to them and this community as a whole.

The implementation of the Job Readiness Training Program is another way that we feel will be a benefit to the community and the youth that receive the training. Getting disadvantaged youth ready for the workforce will help them and their future employers. Our hope is to start this program this Summer and expand it to the After School Program and train disadvantage youth be ready to join the workforce.

Thank you for the opportunity and feel free to contact me if you have any questions.

Sincerely,

Robert DeLeon
Community Center Director
The Salvation Army
Robert_deleon@usc.salvationarmy.org
620-805-1546



Finney County
United Way

1. The name of the applicant (person or organization).

The Salvation Army

2. The project or program for which you are requesting funds.

The Salvation Army Youth Activities Center (SAYAC) Summer Day Camp Program

Funds will be used to pay for the SAYAC Staff, Job Readiness Training for Four (4) Teens, Supplies, Activities and Snacks for an Eleven (11) week Summer Program.

3. The amount of money requested.

\$22755.00

4. The specific use of the money requested as it relates to your entire projects or program.

SAYAC Summer Day Camp Program				
	Hrs week	Pay	# weeks	
Student 1	35	\$7.50	11	\$2,887.50
Student 2	35	\$7.50	11	\$2,887.50
Student 3	35	\$7.50	11	\$2,887.50
Student 4	35	\$7.50	11	\$2,887.50
				\$11,550.00
	Hrs week	Pay	# weeks	
Job Coach	5	\$21.00	11	\$1,155.00
Staff	35	\$10.00	11	\$3,850.00
Staff	35	\$8.00	11	\$3,080.00
				\$8,085.00
	# of People	Cost	# weeks	
Activies (bowling)	36	\$4.00	10	\$1,440.00
Supplies	30	\$2.00	10	\$600.00
Snacks	36	\$3.00	10	\$1,080.00
				\$3,120.00
Total Request				\$22,755.00

5. Identify the goal of the project or program.

Goal 1: To provide a safe space for youth in our community grades Kindergarten to Sixth grade, who are vulnerable and at risk. This safe space will allow access to caring relationships, resources, and programs that offer opportunities for young people to develop their individual potential.

Goal 2: To Provide a Job Readiness Training Program to assist (4) low income youth age sixteen to eighteen to develop the skills need for employment. Students will go through a week of Job Readiness Training Program and meet weekly with Job Readiness Training Coach for one (1) hour per day.

Adolescence is that difficult period of time when carefree children transition to responsible adults. Our goal, is for teens to develop into mature, productive, responsible members of the community.

One method for assisting this transition is the Job Readiness Training Program. A job can help teenagers better develop their identities, obtain increased autonomy, achieve new accomplishments, develop work experience, and become more independent from their parents.

Benefits to teens obtaining employment:

- Obtain valuable work experiences, which are excellent for a resume.
- Learn how to effectively manage finances.
- Provide networking possibilities
- Help establish career path.
- Provide constructive use of free time.
- Employment gives teens less time to engage in risky behaviors.
- Learn time management skills.
- Form good work habits.
- Gain useful marketable skills such as improving their communication, learning how to interact with people, developing interview skills and filling out job applications.
- Instill new confidence, sense of responsibility and independence.

Four areas of Focus in Job Readiness - Students will go through a week Job Readiness Training Program and meet weekly with Job Readiness Training Coach for (4) hour per week.

Teambuilding: Youth build relationships and trust in their fellow youth, or “colleagues,” through games, activities, and reflective discussions.

Youth set short- and long-term goals related to employment.

Dollars & Sense: Youth are provided with introductory financial literacy information and skills, including budgeting, saving, and credit.

Healthy ME: Youth explore the role of their physical and mental well-being in relation to development of positive work habits.

Work Wise: Youth work on soft skills critical to success in the workplace, such as verbal and non-verbal communication, customer service, professional boundaries, and appropriate dress.

They will also focus on the skills needed to obtain employment from the initial application process through interviewing. Youth complete a formal mock interview with an employer as a culmination of their learning.

6. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.

The Job Readiness Training Program is a new program that we hope to implement this summer to help youth develop the skills needed to be productive citizens. Our goal is to locate funding through donors, Red Kettle Campaign, Finnup Foundation and United Way to continue this training program for new youth each year. We would like to expand this program to the SAYAC After School program which runs Monday thru Friday from 3:30 pm to 7:00 pm while school is in session.

The SAYAC is an ongoing program that runs an After School and Summer Day Camp program funded thru grants from United Way, Finnup Foundation and The Salvation Army Red Kettle Campaign.

7. Identify other contributors (those already committed and those targeted) to your project or program.

The Finny County United Way
The Finnup Foundation
The Salvation Army Red Kettle Campaign (Bellringing)

SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION

(SEAMAA)



SOUTHEAST ASIAN
MUTUAL ASSISTANCE ASSOCIATION



To: Ms. Ashley Freburg, Communications Specialist
301 N. 8th Garden City, KS 67846

From: Shelly Le Dinh – Executive Director
Southeast Asian Mutual Assistance Association
4101 E. Hwy 50 Suite A Garden City, KS 67846

Date 12 – 20 – 2012

Subject: Application to Request Funds of Garden City Community Grant

Dear Madam,

Our agency, Southeast Asian Mutual Assistance Association (SEAMAA), has received your letter dated December 6, 2012. We are very excited to make this application for funds of Garden City Community Grant.

SEAMAA is a non-profit organization. Our program is to help the Asian refugees who have problems of adjusting in American society. We help Asian people with orientation for daily basic needs, job search, housing assistance, interpretation & transportation at any places they need help (such as: doctor's, dentist's offices, hospital, police department, insurance companies, lawyer office, court house, SRS, School District, etc.)

In summary, our task is to build a comprehensive bridge for families coming from Southeast Asia to the U.S.A. Our goal is to help Asian people understand English, American life style and laws so that they can overcome difficulties in their new life.

To realize this program we need about \$47,000. Currently, our agency mostly depends on the support of the Finney County United Way. We have received from it an award of \$ 20,000 for the year of 2012. In addition, for the year of 2012, we have received \$5,000 as AFAC funds. Next year, 2013, the fund we receive from United Way will be \$20,250,000. It's not enough. We need some more money to keep our office open and continue to serve people. We want to help people living in our community with comfortable and better life in the society.



SOUTHEAST ASIAN
MUTUAL ASSISTANCE ASSOCIATION



Madam, next year, 2013, we need some more money (\$11,000) to do better our job to help people.

The ultimate goal is to provide all the necessary needs for the Asian to be successful and become productive in the community.

Enclosed is our proposed use of that amount of money. Please, accept that proposal so that we can improve our services. Thank you for your consideration for our agency.

Sincerely

Shelly Le Dinh
Executive Director



SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION



Agency name: Southeast Asian Mutual Association Assistance

F.I.D #48-0990577

Email and/or web site: seamaa@sbcglobal.net

Physical Address: 4101 E. Hwy. 50 Suite A -- Garden City, Kansas 67846

Mailing Address: 4101 E. Hwy. 50 Suite A -- Garden City, Kansas 67846C

Contact Person: Shelly Le Dinh

Telephone: (620) 275 – 2261

Funding Request for next year: **\$11,000.00**

Breakdown of funding:

Office Supplies	\$1,500.00
Office and Shipping	\$400.00
Printing	\$1,300.00
Salary	\$2,300.00
Rent	\$1,700.00
Training for clients (jobs and life skills)	\$1,300.00
Telephone	\$1,000.00
Transportation	\$1,500.00
Total	\$11,000.00

Every year, there are Asian newcomers coming to the U.S.A. Their life is difficult on the first days in the new country because of the language barrier. Our program continues to help people. Recently our agency doesn't receive enough money. In future we hope you will help us to do that job.

NP
50

**KANSAS SECRETARY OF STATE
Not-for-Profit Corporation
Annual Report**

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594

(785) 296-4564
kssos@sos.ks.gov
www.sos.ks.gov

THIS SPACE FOR OFFICE USE ONLY.

1. **Business entity ID #** This is not the Federal Employer ID Number (FEIN). 086-649-1

2. **Name of corporation** Must match name on record with Kansas Secretary of State. Southeast Asian Mutual Assistance Associati

3. **Mailing address**
Address will be used to send official mail from the Secretary of State's Office. Do not leave blank.

Attention Name	Shelly Dinh			Address	4101 E Hwy 50		
City	Garden City	State	KS	Zip	67846	Country	USA
<input type="checkbox"/> Check this box if this is a new address. Our records will be updated only if this box is checked.							

4. **Principal office address**
Must be a street, rural route, or highway. A P.O. box is unacceptable.

Address	4101 E Hwy 50						
City	Garden City	State	KS	Zip	67846	Country	USA

5. **Tax closing date** Month Year December 2011 6. **State of incorporation** Kansas

7. **Name, title, and address of each officer of corporation**
If additional space is needed, please provide attachment. Do not leave blank.

Name 1	Bui The Bi	Title	President				
Address	4101 E Hwy 50 # 50						
City	Garden City	State	KS	Zip	67846	Country	USA
Name 2	Mitch Young	Title	Vice President				
Address	2804 Henderson Drive						
City	Garden City	State	KS	Zip	67846	Country	USA
Name 3	Chuong Nguyen	Title	Treasurer				
Address	513 Colony						
City	Garden City	State	KS	Zip	67846	Country	USA



SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION



City Garden Community Grant

REFUGEE RESETTLEMENT:

Assisting new arrival refugees to settle in the new environment. The services include: Housing Assistance referral, General Orientation for daily basis needs. Jobs Placement and other Social Adjustments.

JOB SERVICE:

Job Search, Job Entry process, Job Placement, Job Pre-Orientation and follow up for 90 days.

INTERPRETATION:

SEAMAA mainly serves all clients with interpretation including some documentation translated. Business and other service provider's coordination.

TRANSPORTATION:

SEAMAA provides transportation services limited for those who may have the need such the seniors, new refugees and other disability recipients.

COUSELING:

SEAMAA provides counseling for the families as one by one basis for those who may need it. The counseling services includes many issues such as job, children, school and domestic violence matters.

REFERRALS:

Assisting clients with referral services. SEAMAA has a great experience coordinating with many mainstreams by having good source in gear for those need them.



SOUTHEAST ASIAN

MUTUAL ASSISTANCE ASSOCIATION



SOUTHEAST ASIAN MUTUAL ASSISTANCE ASSOCIATION

4101 E. Hwy. 50 Suite A

Garden City, Kansas 67846

(620) 275 - 2261

**Board of Directors
June 2011 Through June 2015**

	NAME	OCCUPATION	ADDRESS	PHONE
President:	Mr. Bui The Bi	Tyson Team Member	4101 E. Hwy. 50 #55	(620) 272 - 0969
Vice-President:	Mr. Mitch Young	Tyson Personal Manager	2804 Henderson Dr.	(620) 805 - 9001
Secretary:	Mr. Nu Nguyen	Tyson Team Member	2918 Kris Place	(620) 275 - 5201
Treasurer:	Mr. Chuong Nguyen	Tyson Team Member	513 Colony	(620) 272 - 0573
Member:	Mr. Jimmy Mai	Jimmy's Repair Owner	1609 Remington	(620) 276 - 3999
Member:	Ms. Botoun Srey	Tyson Team Member	4101 E. Hwy. 50#206	(620) 260-9289
Member:	Mrs. Coi Truong	Work at College	209 St. John	(620) 271 - 0678

Note: The Board of Directors will serve for two terms of 4 years. The new Board of Directors For the term will be selected by the end of each term by the Board of Directors

Grant Proposal

to

City of Garden City Community
Grant

January 2013

1. Organization's name, address, phone number, fax and email:

Western Kansas Chapter of American Red Cross
210 Fulton Terrace
Garden City, KS. 67846
620-276-2762
Carolyn.Henry@redcross.org
Carolyn Henry – Executive Director

2. Project

Response and Preparedness sustainment

3. Funding requested \$4,000

In the blink of an eye, a home and everything of value inside can be consumed and destroyed by fire or a natural disaster, it also destroys the safety, stability and comfort that a home often provides. During the past six months alone, the Western Kansas Disaster Services Program has assisted 8 families (32 people) in Finney County with emergency assistance after their homes were severely damaged or destroyed by fire. Families were assisted with three night's hotel stay, food and clothing. An average of \$720 in assistance was given to each family. To date a total of \$5,760 has been given to residents of Finney County. This assistance is crucial to recovery for many families and is a service provided only by the Red Cross and made possible through gifts from donors and grants. A gift from the City of Garden City Community Grant would help ensure that families from Finney County who find themselves victims of disaster would receive the emergency assistance they need to help put them on the road to recovery.

In addition to responding to single family disaster needs, the Chapter also responds to long responses to help first responders with our canteening services. These incidents include but not limited to grass fires, long response accidents, responding to structure (non-residential) fires in adverse weather etc. The Red Cross will respond immediately, 7 days a week, 24 hours a day to provide the emergency assistance needed.

Also funding from the Community grant will help purchase 20 new vests @\$19.95 each for volunteers to wear and easily be identified as Red Cross Responders. Also \$300.00 is needed for materials to train new disaster volunteers as materials were updated recently. The last part of our request is to help with on hand supplies to respond to all disasters. To help make our response quicker we try to keep food and drink supplies on hand to pick up and leave as soon as possible.

We respectfully request \$4,000.00 funding to support our disaster services program. Other funding is received through donors, grants and special events held during the year.



MEMORANDUM

TO: Governing Body
FROM: Arts Grant Selection Committee
Members: Marsha Grisell, Kirk Olomon, and Brian Seagraves
Staff Liasion: Ashley Freburg
DATE: January 31, 2013
RE: 2013 Arts Grant Distribution

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

The Arts Grant Selection Committee met on January 28, 2013 to discuss the distribution of grant funds.

Background

In December, 2012 the Governing Body established an Arts Grant Program, establishing a formal process by which arts programs can request funding from the City. The Governing Body authorized staff to issue a call for grant applications and authorized the mayor to appoint a three-member committee to make recommendations to the City Commission for the Arts Grant Program.

The Commission allocated \$20,000 from the social fund line item to fund the Arts Grant Program for 2013. The City received eight applications requesting a total of \$39,907.23. The Arts Grant Selection Committee recommends awarding \$19,300 to five applicants as outlined below.

Those agencies that have the ability to levy a tax are not eligible for the program. In addition, those applicants receiving AFAC funding or Community Grant Funding are ineligible for Arts Grant funding.

Table with 5 columns: Index, Organization, Amount Requested, Amount Recommended. Rows include Alta Brown After School Art Club, Garden City Arts, Garden City Downtown Vision, Ryan Steel, Sandhill Arts Association, Southwest Kansas Live on Stage, String Academy of the Plains, Tumbleweed Festival, and a TOTAL row.

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



CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

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Alternatives

1. Approve the Selection Committee's recommendation to award \$19,300 in Arts Grant funds to five agencies as outlined.
2. Alter the Selection Committee's recommendation and award funding as the Governing Body sees fit.
3. Do not approve the Selection Committee's recommendation and send the item back to the Committee for further review.

Recommendation

The Selection Committee requests the Governing Body approve their recommendation to allocate \$19,300 in 2013 Arts Grants as outlined above. The Committee also request the unused balance be preserved and any requests to use those funds by individuals or agencies be forwarded to the Selection Committee for review against the same criteria.

Fiscal Note

If approved, \$19,300 would be awarded from Fund 001-171-6165 "Social Funding."

City of Garden City Arts Grant

Application

Submitted By:

Emily Baker

January 4th 2013

Hello, my name is Emily Baker and I am an art teacher at Alta Brown Elementary School here in Garden City. I am requesting grant funds to start an after school art club for 4th grade students at my school. With the grant funds I would be able to purchase art supplies and materials for projects. I would also be able to provide transportation to bring students out into our community to experience art in different places with different people that they may not have the opportunity to do so on their own.

After school programs and clubs can be very wonderful for students both socially and academically. They can provide constructive activities for children to extend learning beyond the regular school day (Child Trends, 2003). After school programs can provide children not only with academic support, but a safe, nurturing environment that can help enhance social and emotional development, critical to academic success (Afterschool Alliance, 2008).

It has also been proven that after school clubs allow ELL learners more time to practice needed social skills and become more comfortable conversing with their peers. After school programs can offer ELL students a low pressure environment to practice communicating in English while playing games or engaging in hands on activities without the worry of being graded. It also gives them a chance to build confidence in a stress free environment with student in similar circumstances (Afterschool Alliance, 2011). Twenty-nine of the fifty-eight students or fifty percent of fourth graders are ELL students at Alta Brown Elementary.

The amount of money I am requesting for the after school art program is \$1,407.23. This amount of money would allow me provide transportation, art supplies, and projects for the students to work on each week with no cost from parents or students.

The art club would last for eight weeks. The students would meet once a week on Friday (starting on March 29th–May 17th) for one hour after school from 4pm-5pm. During this time we would work on completing different projects, for example we would create posters for school events, create unique and fun art projects, and travel to different business and organizations with in the community to learn about and create art.

There are four places with in the community where I would like to take my students they are: Splatter works paint your own pottery studio, J & M Paint, the Art Gallery on Main, and either Mosaic or the Senior Center.

Splatter works would be a very fun place to take the art club students. I know that they would have so much fun there being able to pick out a piece, paint it and then be able to see the finished fired result. We studied about ceramics in art class but we do not have a kiln so the students have never seen one or have had the opportunity to experience working with glazes and how they look after they have been fired.

J & M Paint would be a wonderful place to visit because students would have the opportunity to learn about paint, framing, and what art supplies they have available to purchase in the future for creating art at home. They have a fun presentation they do with students that visit on field trips and would even allow the students to create a small painting while we were there.

The Art Gallery on Main Street would be a very rewarding place to visit. Here students would be able to view artwork from local artists, ask questions, and even be able to create a small art project in the gallery. I spoke to the gallery director Lori and she said she would be happy to take students around the gallery and teach them about the artists and artwork there.

Lastly, I thought it would be neat to take students to visit and work with other artists at either Mosaic or the Senior Center. I know that both of these places in our community have groups of people the create artwork. I think it would be really neat for us to bring an art project over to their place, visit with them and have them assist the students in creating an art project.

Here is a breakdown of supplies, projects, and transportation for 24 students:

4 bus trips-----	\$132
Bird houses-----	\$59.90
Paper Mache Masks-----	\$54.95
Paper Mache Box Activity Kit-----	\$57.25
Fun Gems (for decorating masks, bags)-----	\$21.40
Sequins (for decorating masks, models)-----	\$13.95
Feathers (for decorating masks)-----	\$24.95
Beads (for creating jewelry for mother's day activity)	
Safari beads-----	\$21.00
Old war beads-----	\$27.25
Shiny metallic pony beads-----	\$8.50
Metal bead mix-----	\$20.95
Bucket of beads and charms-----	\$22.35
Bear claws-----	\$11.95
Alphabet beads-----	\$13.20
Elastic cord-----	\$42.60
Canvas totes-----	\$43.50

3D Paint set (for decorating totes)-----	\$34.95
Biplane model kit-----	\$23.30
Rubber band dragster model kit-----	\$31.25
Acrylic paint (for projects and posters)-----	\$56.95
Metallic acrylic paints (for projects and posters)-----	\$29.75
Paint brushes-----	\$89.50
Scratch art light catchers-----	\$25.70
Fluorescent poster board (for creating posters for our school)-----	\$53.65
Chenille stems (for clay sculpture)-----	\$3.45
Wiggle eyes (for clay sculpture)-----	\$1.55
Scissors with storage caddy-----	\$62.50
Elmer's glue-----	\$18.48
Primary colors class pack model magic (air dry clay)-----	\$40.50
\$15.00 for each student at Splatter Works-----	\$360.00
Total-----	\$1407.23

This club is something that I would love to continue to do year to year for students if funding was provided. If we did not receive the City of Garden City Arts Grant funds I would still have the art club and try to continue it however, I would have to require that parents pay a fee to have their child participate because of the costs of the supplies and we would not be able to take any bus trips out into the community.

As you can see the Alta Brown Elementary 4th Grade Art Club students would truly benefit from the City of Garden City Arts Grant. I would be able to provide wonderful projects for them to create. Not only will they be learning and receiving an

even greater appreciation for art this club will also promote a higher school spirit and sense of school pride. Thank you so much for providing this opportunity as well as for your time and consideration.

References:

Afterschool Alliance. (2008). Afterschool Foster Success in School. Reading rockets.

Available Online: <http://www.readingrockets.org/article/24432/>

Afterschool Alliance. (2011). English Language Learners: Becoming Fluent in

Afterschool. June 2011. Issue Brief No. 49. Available Online:

http://www.afterschoolalliance.org/issue_49_ELLs.cfm

Child Trends. (2003). After-School Activities. Child Trends Data Bank. Available

Online: <http://www.childtrendsdatabank.org/archivepgs/86.htm>

Contact Information:

Emily Baker - Elementary Art Teacher

Email: ebaker@gckschools.com

Phone Number: 620-290-1868

School: Alta Brown Elementary School

Schools Phone Number: 805-7200

Schools Address: 1110 E. Pine Garden City, KS

Please let me know if you need any additional information ☺

On behalf of the Garden City Arts we would like to request \$15,000 in funding from the city of Garden City to help us better serve our community and help us ensure that we have the funds needed to keep bringing quality arts programming to Garden City. We have 3 separate items we will be using these funds for, which include bringing the Wichita Childrens Theater back to Garden City, help us with the reoccurring costs of putting up our 10-12 public shows throughout the year, and help us support the childrens workshops.

We are asking for \$4,000 to help us bring the Wichita Childrens Theater back to Garden City again this year. We did this in the fall of 2012 and had over 1800 local students from Garden City Public Schools come and enjoy 4 live performing arts plays at no cost to the schools or students. We recieved an enormous amount of positive community feedback from students, teachers and parents on this program. We hope this could be a recurring event that we do on a yearly basis, but will be dependent on finding the financing for it before we can book a date. Last year the city of Garden City and the Western Kansas Community Foundation both helped us pay for part of this program. The goal of this project is to bring live performing arts to our children. we will be looking for other sponsors to help us with the advertising and concillary expenses for this program as well. we will use this money to book and pay for the performances and some of travel expenses it will cost to bring this program back to Garden City.

The second part of our funding requests is for \$5,000 to help pay for our 10-12 public openings and shows we put on throughout the year. This will include the advertisement of the show both through the newspaper, as well as through postcards we mail to local residents who have signed up to recieve information on upcoming shows and events. We will also be using some of this money to help with the other costs such as printing needs, and other expenses. every show is a little different and they have different costs but an average of \$1,000 per show is needed so that we may continue offering and advertising these shows free to the public. We will ask local businesses and community members to help support the other half of the money we will need to offer these shows by soliciting personal donations and contributions. The goal of this is to make sure we are able to put together outstanding art exhibits and make sure the public is aware that they are welcome to come and enjoy the art gallery.

The third part of our request is for \$6,000 to help us establish year-round workshops for our children in Garden City. We did a trial of this new initiative this past year and it was enormously successful both in attendance of the children, as well as the experience they recieved! We would like to use the money to help us purchase some of the supplies that will be needed to run this program year round, the costs it will take to bring in special workshop guests such as 2-D and 3-D artists and instructors. Last year we did not have the funds to purchase many supplies that we could have used and also did not have the funds available to get some of the artists that were interested in coming. We are very confident that if we are able to secure this funding, this program will help us spread art in our community in a manner we have never had here before. Last year, we had over 300 kids attend the few

summer workshops that we did, with only a few hundred dollars for supplies. With your help we could run this as a year-round program and have the goal of providing workshop classes for over 1,000 Garden City children that will have all the supplies needed, as well as a more diversified set of workshops. We will also have many parents, artists, and other adults volunteering and spreading the arts in Garden City and enriching the lives of everyone who walks in our doors!

Jeffrey Weeast
President Garden City Arts

A handwritten signature in black ink, appearing to read 'JW - J', written in a cursive style.

Request for Arts Grants Funds

January 2013

Name of Applicant: Garden City Downtown Vision

Name of Project/Program Requesting Funds: We Are Garden City Welcome Banners

Amount Requested: \$5,000

Description of Fund Utilization: The requested funding would offset the cost of 54 30 in. x 60 in. welcome banners (for a total of 27 banners) consisting of two high resolution, full color with some sepia toned, and digitalized portraits (one on each side of a looped and sewn commercial grade canvas very similar to the material used in GCDV's Banner Art Project).

Project Goal Definition: The goal of the We Are Garden City Welcome Banners is twofold: 1) to develop a new set of Main Street Welcome banners that can be used throughout the year when there is no upcoming event or holiday and can begin to replace the current worn generic Welcome light pole canvas signs, and 2) The photographs will, in essence, tell the story of those who have help develop and who are growing Garden City.

Of the 54 banners, four of them will be photos of our founders: The Finnups, Fulton, Stevens, and Jones. The next 28 portraits will be of the community's leaders, movers, and shakers and the last 22 will be images of Average Joes/Josies—regular people with families who go to work, play, are involved in the day-to-day life of Garden City. Included in that group would be representatives from all age groups, both sexes, and our various cultural and ethnic populations dressed in their native country finery. Anchoring the banners would be Finney County Convention & Visitors Bureau's logo with its tagline The World Grows Here on one side and Downtown Vision's logo on the other. Deceased persons' portraits would be done in sepia tones rather than full color. Additionally, biographical information about each person would be printed, sealed, placed between Plexiglas frames and mounted on respective light poles so those viewing the portraits can read about those who have made a difference.

But it's really more involved than that. Since there are only 50 available banners, we would invite the community to help the selection committee decide who has impacted our community's growth and development by submitting for consideration people who they believe have made a difference and then voting online via the City's and Telegram's websites. For the grade school crowd (and many others of all ages), this becomes a local history lesson. Besides business leaders, different segments including medicine (Drs. Miller? Fry? Meyer?), ministry (Sweeley?), sports (Tishenor? Ortiz?), the arts (Stallings? Joyce? Mantooth?), politics (Hope?) education (Sitts? Tedrow?), etc. would need to be considered. Can you imagine the discussions? The debates?

But just as important would be the Average Joe series, especially those photos that reflect the multicultural aspect of our community. They would be chosen from pictures submitted from the community at large. Those 22 people would truly represent that in Garden City, the World does Grow Here!

Project/Program Occurrence: According to the banner people, if these canvases were hung year-round, they would last approximately three years. Since we will use them perhaps once or twice a year for roughly four weeks per segment, we believe they will last around seven to eight years. When they too begin to show signs of wear, we will repeat this process. The only four constants will be the city's founders.

Other Contributors: In addition to the City, we will make application for funds to the Finney Co. Convention & Visitors' Bureau, the Finnup Foundation, the Mary Beth Williams Foundation, and Western Kansas Community Foundation. Downtown Vision will also be a contributor.

One Other Note: It is Downtown Vision's hope to secure funding to video this entire process and edit down to an eight to 10 minute offering to be shown on Channel 8. Additionally, we will develop a booklet that describes the project as well as feature the portraits of the 54 and their biographical information. Copies will be made available to all schools, the Finney Co. Historical Society, the Garden City Library and other interested parties.

City of Garden City Arts Grant Application to Request Funds

Ms. Freburg,

My name is Ryan Steel. I am applying for funds from the Garden City Arts Grant. I have been working on the Garden City Make it Beautiful project. This is a bronze statue that we are raising money for. I am working on my Eagle Scout award for the Boy Scouts of America, and for this award you have to do something that will help benefit the city. For my project I chose to raise money for a statue that will be placed in the entrance of the city.

I am asking for \$7,000 dollars to finish this statue.

We will use the funds to pay for the remainder of the projects unmet expenses such as stones, the masons labor, and other supplies that we need to complete this.

The goal of this project is to help the city develop a positive community image that is highlighted at every community entryway. In accordance with the cities 2020 comprehensive plan for city improvement.

This project is a one time project.

Contributors include many businesses in the city, the Finnup Foundation, and the City of Garden City along with the many participants of the Garden City Make it Beautiful 5k run. Thus far we have raised \$31,000 dollars toward this project.

Thanks for your consideration.

Sincerely,

Ryan Steel
1712 Grandview Dr. E.
Garden City, Ks
620-290-0666

Request for Arts Grant Funds

January 2013

Name of Applicant: Sandhills Art Association

Name of Project/Program Requesting Funds: Art in the Park 2013

Amount Requested: \$5,500

Description of Fund Utilization: Each year, members of Sandhills Art Association sponsor Art in the Park. This event, now in its 43rd year, brings artists from surrounding area and states along with local creatives who promote and sell their high quality fine art or fine crafts. In order to compete with other annual art shows and to grow the fine arts aspect of this annual event, we are asking for funding to help us gain a competitive edge and attract seasoned artists, fine art demonstrations by gifted artists, and to procure out-of-market advertising to appeal to a larger segment and demographic than who is currently attend FallFest and Art in the Park.

Project Goal Definition: Grant monies will be used to expand the artist awards which are so necessary to have a respected juried art show and to attract a better group of painters and craftsmen. We would expand the Best of Show (1), Honorable Mentions (3) and Purchase Award (1) to a total of \$1,000. The current marketing and advertising budget limits the organization to local produced posters and advertising but efforts to market to outlying areas has now become a must. Total campaign budget including printed materials sent to artists would be \$3,800. In order to have a sanctioned and artist-attractive event, we have been asked to expand our show to include Sunday as many artists decline our event saying the time and cost to come to Garden City for an eight-hour show makes it economically challenging for them. A two-day show would add another overnight stay for many of them and would be available for those unable to attend Art in the Park on Saturday. The added expense of security plus paying for a qualified fine art show judge would come to \$700.

One-Time or Ongoing Project: As we continue to grow the quality of the show along with attracting more artists and crafters and the viewing public, we will strive to become more self-sufficient. The transition back to fine arts has been a slow but necessary one and we have every reason to believe we will be self-sustaining in the near future.

Other Contributors: Finney County Convention & Tourism



Southwest Kansas Live On Stage

December 30, 2012

Ashley Freburg, Communications Specialist
301 N. 8th St.
Garden City, KS 67846

Dear Ashley,

On behalf of the Officers and the Board of Directors of Southwest Kansas Live on Stage, please find enclosed our current application for the City of Garden City Arts Grant. Your consideration of Southwest Kansas Live on Stage is very much appreciated by the board, the volunteers and the members of our organization. Your support in the past has helped us grow from four concerts several years ago to eight delightful and varied concerts for our 2012-2013 season.

Sincerely,

Cindy Britton
Southwest Kansas Live on Stage, Board Member

**City of Garden City Arts Grant
Application to Request Funds
December 2012**

1. Name of applicant:

Southwest Kansas Live on Stage

Address: P.O. Box 1827

City: Garden City, Kansas

ZIP Code: 67846

Telephone Contact: Cindy Britton, Board Member 620-805-6076

Carlene Schweer, President 620-275-5988

PROJECT INFORMATION

2. Project: Continued support of Southwest Kansas Live on Stage, a non-profit community concert organization

3. Amount Requested: \$1500

4. The specific use of the money requested as it relates to your entire project or program:

The grant funds allocated to Southwest Kansas Live on Stage by the City of Garden City would be utilized for partial payment of artist's fees. For the 2012-2013 season the artist allowance was \$63,250. For the 2013-2014 season the allocation is \$64,420. There will also be outreach contacts to different student groups. We strive to keep the membership cost affordable by raising support from the community to offer quality live performance experience to all ages. The quality is maintained because the parent organization in Nashville receives over 200 audition tapes for the final 40 shows that will be highlighted at the national summer convention for delegates to view for their local season selections. The balance of our \$83,320 budget is spent with services from local businesses with printing, newspaper ads, sales tax, supplies, insurance, etc.

5. Identify the goal of the project or program:

The goal of Southwest Kansas Live on Stage is to provide quality live entertainment to the people and families of Garden City and the surrounding area. Southwest Kansas Live on Stage is a membership supported organization where the annual finances are raised in advance of the next season to be able to sign contracts with the artists. Live on Stage strives to bring quality performers to the community at an affordable cost of \$55.00 for adults, \$35 for students. For only \$135.00, a family of two adults and their children living at home can experience up to 8

live concerts together. There is an emphasis on music education and entertainment for the entire family with many of the artists coming out to the front lobby to sign autographs and meet with the audience. We are making the event even more memorable by the board members acting as hosts and wearing gold stoles to be available to greet our guests, help with seating, and answer any questions. We want to be available for feedback or ideas they may want to relate to us.

6. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years:

Southwest Kansas Live on Stage is celebrating its 66th year with the 2012-13 season. The attached budget indicates the funding strategy for Live on Stage for the calendar year 2012. The majority of organization income comes from membership support. The membership drive is held in February each year. In order to keep the memberships affordable for all, the Live on Stage volunteers seek additional support from community foundations, corporations and organizations through its sponsor and patron plan contributions, playbill advertising and individual donors. The new "play bill" was supported by the advertisers and sponsors listed in the program.

7. Identify other contributors (those already committed and those targeted) to your project or program.

A copy of our current playbill program is enclosed. It showcases the businesses which purchase ads to support the concerts. A current list of sponsors and patron plan donors with their level of support is also included with this application as well as a list of private donations. The program includes a list of the Live on Stage Board Members. Many volunteer hours are contributed by the board and the volunteers who promote the concerts. Volunteers also provide meals for the artists and donate cookies for the intermission at each show and usher for the shows. Live on Stage exists because of local volunteers and their support! .

Addendum:

An invitation to the remaining 2012-2013 shows is attached for the City to use with its recruitment efforts. Southwest Kansas Live on Stage is truly a community organization. Without the financial and physical support of local government, businesses, and citizens we would not be able to offer the quality of concerts that we do. We are proud to have been an integral part of the cultural heritage of Garden City and the surrounding communities for 66 years!

Profit & Loss Statement

1/1/12 Through 12/31/12

Page 1

Category Description	1/1/12- 12/31/12
INCOME	
11-12 Christmas Pkg\11	270.00
11-12 Single Show Membership	1,793.00
11-12 Single Student Shows	6.00
12-13 Corporate Sponsor	9,750.00
12-13 Grants	11,175.00
12-13 Memberships	39,946.02
12-13 Patron	8,780.00
12-13 Single Show Membership	746.00
12-13 Student Membership	60.00
Advertisement	3,000.00
Catholic Health Inst.	500.00
Other Inc	980.00
Reimbursement	150.00
Return Cash	160.00
Uncategorized Income	25.00
TOTAL INCOME	77,341.02
EXPENSES	
Ads	1,634.87
Annual Meeting	79.99
Artist Fee	60,895.00
Artist Lodging & Food	168.54
ASCAP Fees	161.50
BC Credit Card Fee	386.59
Cash	160.00
Contract Labor	450.00
Insurance	848.00
Internet	681.40
Kickoff Meeting	1,126.62
Membership	971.09
Other Fees	190.00
P.O. Box Rent	70.00
Piano Tuning	160.00
Postage	409.52
Printing	3,926.53
Programs	2,603.03
Refund	230.00
Registration	725.00
Sales Tax	3,567.26
Security Bond	245.00
Stage Hands	23.00
Supplies	1,229.74
Uncategorized Expenses	0.00
TOTAL EXPENSES	80,942.68
TOTAL INCOME - EXPENSES	-3,601.66

BUDGET
1/1/2012 TO 12/31/2012

INCOME

12-13 Corporate Sponsor	10000
12-13 Grants	5000
12-13 Memberships	45000
12-13 Patron	9000
12-13 Single Show Memberships	400
Advertisements	<u>1400</u>
Total Income	70800

EXPENSES

Ads	3000
Artists Fees	63250
Artists Lodging & Food	350
ASCAP Fees	659
Auditorium Rent	500
BC Credit Fees	250
Equipment	1000
Other Fees	700
Insurance (Liability & Bond)	1100
Internet	681
Membership	2800
Misc.	300
P.O. Box Rent	70
Piano Tuning	500
Postage	600
Printing	130
Programs	2000
Refreshments	60
Registration	600
Sales Tax	3800
Stage Hands	520
Supplies	<u>450</u>
TOTAL EXPENSES	83320

TOTAL INCOME LESS EXPENSE: -12520

Friends \$25-\$149

Louise Berning
J Sheridan Brown
Susan Burgardt
Grant County Bank
Don & Alice Childers
Norma & Donna Christensen

Ron & Norma Conover
Don & Ivadelle Cotton
Ronald Dailey, MD
Robert & Brenda Drees
Dr. & Mrs. L.E. Fairbairn

Richard Fankhauser
Rodger & Vivian Funk
Dave & Bettee Gilkison
James & Suzanne Hewes
K.L. & Ethel Johnson
Keith & Wynnell Jones
Jean Kramer
Gary & Kim Keller
Matthew & Danuta Kowaiski
Patricia LeClerec
Richard & Marlene Lee
Keller-Leopold Ins, Inc.
Kent & Diane Maddux
Charles & Lois Modlin
Dick & Jerri Moore
Kirk Olomon
Glenna Parks
Donald & Judith Patrick
Joyce Reed
Tim Regan
Bruce & Patricia Reichmuth
Bernice Robinson

Jean Rush
Stanley & Joyce Schmitt
Finney County Historical Society, Inc.
Clinton & Delaine Stalker
Le Roy & Joyce Stapleton
Robert & Kristi Tempel

Mrs. Marshall Walker

Jacqueline & Mark Welch
Martin & Kathleen Younger

The Watering Hole, LLC
Sidney Worf

Contributors \$150-\$249

Adams Real Estate

Dr. and Mrs. James Britton

Delores Currier

Randell & JoAnn Garrier

Edward & Nelda Lewis

Phil Morris

Travis &Carolynn Polk

Ruth Richards

Andora Snell

Terrill & Westblade Law Office

Mrs. Orvillene Williams

Fans \$250-\$499

Mona R. Crump

Donald & Linda Doll

Steven & Merilyn Douglas

Norman Klocke & Linda Holmquist

Russell & Kathleen Isaac

Dr. & Mrs. Tom Koksai

Mr. & Mrs. Otis Molz

Cecil & Frances O'Brate

Gale & Mary Seibert

Ulysses Laundry

Patrons \$500-\$999

Ralph & Marilyn Germann

City of Garden City

Benefactors \$1000-\$4999

Finnup Foundation

Lee & Brenda Reeve

Western Kansas Community Foundation

> From: Susan Rishel <[redacted]@gmail.com>
> Date: Wed, 14 Nov 2012 14:57:12 -0600
> Subject: Motown
> To: swklos@cox.net

forwarded to the board members

(MASTERS OF MOTOWN)

- >
- > Really great performance last night. We are so thankful to have such
- > wonderful entertainment come to Garden City. It was great to see a huge
- > attendance. Thanks for having ushers to help with seating!
- >
- > We had belong to SW Kansas Live on Stage before and felt we missed too many
- > of the performances due to other commintments. After looking at next
- > year's entertainment we will be getting membership again.

Southwest Kansas

Live on Stage

Invites YOU!

- Live on Stage and the City of Garden City invites you to attend one show free!
- Quality live family entertainment
- Clifford Hope Auditorium at Horace J. Good Middle School at 7:30pm

For information on Live on Stage and the shows this non-profit organization brings to Garden City contact: Bettee, 620-275-1667 or visit our website at www.swks-liveonstage.org

This is a membership supported organization dedicated to improving the quality of life for Garden City and the surrounding area!

Name _____

Address _____ City _____ State _____

Telephone _____

Bring this form with you to one of the concerts listed on the reverse side and receive free admission.

Signature of Garden City representative _____

String Academy of the Plains
1001 East Walnut Street
Garden City, KS 67846
January 4, 2013

Ashley Freburg, Communications Specialist
301 N. 8th Street
Garden City, KS

Dear MS. Freburg,

The String Academy of the Plains would like to apply for grant funding from the City of Garden City, and have enclosed my grant application with this letter.

I hope you will find it of interest.

Sincerely,



Priscilla Hallberg, Executive Director
String Academy of the Plains
620 275-4379 (home)
620 290-3168 (cell)
Priscilla@HallbergArts.com

City of Garden City Arts Grant Request

Applicant: String Academy of the Plains

Contact: Dr. Priscilla Hallberg, Executive Director and Lead Teacher

620 275-4379 (home)

620 290-3168 (cell)

priscilla@HallbergArts.com

Introduction:

Southwestern Kansas has a dearth of string teachers, and few opportunities to hear fine players perform. Garden City and Dodge City have the only two school programs in the area, and the String Academy of the Plains (SAP) is the only string conservatory in the entire High Plains area. In years past (1950 - 1980) there were many string programs and orchestras, as there was a tradition of string playing which has fallen off in more recent years.

While an occasional concert featuring string artists is offered by Live on Stage, there has been no real regular outlet for the string students and aficionados to hear high level string playing, and thus no audience built for it. The few concerts that have been offered by Garden City Community College featuring string professors from the University of Kansas or Fort Hays State University have been very poorly attended.

We at the String Academy of the Plains, a 501 (c) (3) organization, feel this is because a local audience has not been developed for string music. If people in the High Plains area were to have a series with publicized concerts that they could support with a season membership, we feel a following for string music could be developed. We would like to include alternative styles (fiddling, jazz) along with classical style in the line-up of artists to play in this proposed series. The funds raised by the series would be used to pay for SAP scholarships and operating expenses.

Grant Narrative:

The String Academy of the Plains would like to create a concert series featuring string music for Garden City, with some/repeat concerts in other area communities, featuring professional string artists from outside our area, as well as some local players, advanced students and alumni of the Academy, and String Academy faculty.

The Goals of creating this series are:

- to create an audience for quality string music in the High Plains area
- to bring excellent string artists to Garden City and the High Plains
- to help support the training of young string musicians by raising funds for SAP
- to offer our best string students a chance to rehearse and perform with professionals
- to offer workshops and master classes for area string players and SAP students
- to create an incentive for new string teachers to relocate and teach through SAP
- to help create a community of area string players and teachers throughout the High Plains

This series, should it prove successful, would offer a new season of concerts each year.

Starting with three or four concerts a year, the series would be a special attraction for Garden City, as well as other area communities, and would add to the area's vibrance. The series artists would be asked to give a masterclass/workshop for SAP students and other local string players. Some of the concerts could be performed or repeated in other cities in the area, making the events and the fund raising area-wide and fostering cooperative efforts between area communities.

Concert Events/Other Funding

The Finnup Foundation has supplied us with a generous grant (\$5000) to bring *Las Tres Gitanas*, a trio (Priscilla Hallberg, violin, Cynthia Egger, guitar, Tamara Carson, dancer) to Garden City and Liberal in late March. Funds are being raised (\$2500) to showcase *Las Tres Gitanas* in Dodge City at the Depot Theater, and a concert of French Impressionist music by *See the Music, Hear the Art* (Priscilla Hallberg, violin Linda Adams, piano) is being offered to Depot Theater Guild members in February (\$1000).

The funds we are requesting from the City of Garden City (\$1500), would enable us to publicize and present that concert on French Impressionist music in Garden City (\$1000 for artist's fees, \$500 other expenses, which in Dodge City are being covered by the Depot Theater).

Funds for a third concert (\$3000) in late spring, featuring cellist, Frances Duff, from Asheville, NC, have yet to be raised. Some ideas for a possible fourth concert in late summer, include bringing violinist/conductor, John M. Williams to Garden City to perform and conduct an orchestra of local and area string players in a concert of American music, or a concert by Run Boy Run, a national contest-winning blue grass string group (violins, cello, bass, mandolin, guitar). This last might be accomplished jointly with the Tumbleweed Festival.

Funding for future seasons would be requested from:

- The Finnup Foundation
- WKCF
- City of Garden City
- KCAIC (the governors new arts agency)

About the Artists:

Las Tres Gitanas: http://www.lastresgitanas.com/Las_Tres_Gitanas/Welcome.html

See the Music, Hear the Art: http://hallbergarts.com/Multi-Media_Concerts.html

John McLaughlin Williams: http://www.gkwcreative.com/artist_detail.php?id=7

Run Boy Run: <http://www.runboyrunband.com>

Cellist, Frances Duff is a highly regarded musician in the Asheville (NC) area. A former member of the Canadian Opera Company orchestra and the National Ballet of Canada orchestra, she is currently, Principal Cellist of the Hendersonville Symphony, and Assistant Principal Cellist of the Asheville Symphony. Frances studied at the Conservatoire de musique de Quebec a Montreal, McGill University, and the University of Iowa. Her teacher training is extensive in Suzuki cello teaching and Suzuki method parenting.

About SAP: http://thestringacademy.com/String_Academy/Welcome.html

String Academy of the Plains, Board

Board Chair, Rachel Coleman
1027 N Calhoun Ave
Liberal, KS 67901-2532
rachelcoleman@att.net
(620) 626-6834

Secretary, Melissa Fulton
108 W Road 10
Garden City, KS 67846
620 275-7517

Treasurer, Lisa Kennedy
12064 East Road 20
Satanta, KS 67870
kennedy@pld.com
620 657-2042

Librarian, Elizabeth Hodges
1001 East Walnut St.
Garden City, KS 67846
620 275 4379
MacGord@aol.om

Board Member, Rose Crum
209 S Inman St.,
or, PO Box A
Sublette, KS 67877-9774
rosecrum@yahoo.com
cell 620-260-6346
work 620-675-2382
home 620-675-8158

Board Member, Janell Robertson
11583 East Main
Dodge City, KS 67801
620 338 7414 (home)
620 227 2676 (cell)

Board Member, Jerrilynn Wood
14478 Road T
Kismet, KS 67859
bandjsmomma@yahoo.com
620 563 7285 (daytime)
620 202 1422 (cell)

P. O. BOX 2508
CINCINNATI, OH 45201

Date: JUL 16 2011

STRING ACADEMY OF THE PLAINS INC
C/O CHARITY HORINEK
304 EASY STREET
SUBLETTE, KS 67877

Employer Identification Number:
27-0824676
DLN:
501074070
Contact Person:
MELISSA CONLEY ID# 31692
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 1, 2011
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Tumbleweed

FESTIVAL Garden City's Music & Arts Festival

Thank you for the opportunity to be considered for the City of Garden City Arts Grant.

The Tumbleweed Festival is a festival that celebrates the arts as well as the community. Since inception, the festival has developed into a sampler style festival filled with tremendous regional, national, and international musical performers from various musical genres as well as fun and engaging children's activities and acts. Supported by enduring community partnerships with businesses and individuals, the Festival is an amazing display of the local civic pride.

A popular area at the Festival is the Children's Arts and Crafts Tent Program. In previous years, the Arts and Crafts Tent included various children's art projects ranging from "make and take" to collaborative decorating pieces. We would like to expand the Arts and Crafts Program by adding artists and/or demonstrators of the arts to further develop, educate and encourage our youth art patrons. We are considering a variety of artists, who will display their art, perform, or provide lessons and tips to our patrons.

Many area individuals and businesses contribute significant financial and other material resources to make the Festival a premier event of Southwest Kansas. A fund raising plan has been implemented to contact new and established partnerships to help support all programs of the Festival. Our funding plan is re-evaluated and established annually during our budgeting process to meet the needs of the upcoming festival.

The Tumbleweed Festival is requesting \$3,000 from the Arts Grant to support the Children's Arts and Crafts Tent Program at the 2013 Tumbleweed Festival. A contribution from the Arts Grant will give us the jumpstart we need while we continue to implement our recently developed fund raising plan.

We hope that you will find it in your hearts and budget to support this program. If I can provide additional information to encourage consideration of our request, please feel free to contact me at 620-923-6095.

Sincerely,



Tumbleweed Festival Board of Directors

MEMORANDUM

TO: City Commission
FROM: James R. Hawkins, Chief of Police
DATE: January
SUBJECT: Police / Citizen Advisory Board Recommendation



I am recommending Gwen Tietgen be accepted to serve as a new member of the Police/Citizen Advisory Board to represent the Citizen At Large.

The board would welcome Ms. Tietgen as a new member. Gwen is currently employed at Paper Graphics as a sales representative.

If approved the Police/Citizen Advisory Board would be left with eight vacancies; GCCC Student, High School Student, Senior Citizen, Homemaker, Religious Community, Business, School and Hispanic Representatives.

Your thoughtful consideration is appreciated.

James R. Hawkins
Chief of Police



Memo

To: Mayor & City Commission
From: Kaleb Kentner
CC: File
Date: January 31, 2013
Re: Landmark Commission Appointment

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

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

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

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

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

Background - City of Garden City Landmarks Commission:

Starting January 1, 2013 there will be three vacancies:

- The positions currently held by Renee Dawson, Brian Nelson and Loretta de la Rosa expired on December 31, 2012. These positions will be appointed to serve through December 31, 2015.

Brian Nelson was appointed in 2011 to fill one of the vacancies, which term due is December 31, 2012 and has expressed interest in serving an additional term in this commission. This reappointment will be his second term.

Loretta de la Rosa has expressed interest in serving an additional term in this commission. This will be her second term.

Matt Kirchoff is a citizen who has expressed interest in filling the vacant position left by Renee Dawson.

Resolution No. 2196 sets advisory board term limits at two consecutive, 3 year terms. However, Section 2 allows for the governing body to waive the term limit, when a position will be vacated, but left unfilled, due to lack of public interest.

Recommendations:

Staff recommends appointments be made by the City Commission to fill the vacant positions available after December 31, 2012.

Consent Agenda

MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: January 22, 2013
RE: Pole Attachment Agreement

ISSUE:

COX Communications was issued a franchise agreement by the City Commission on July 18, 2000. The City consented to the transfer of the franchise from CoxCom, Inc to its affiliate, Cox Communications Kansas, LLC. This franchise allowed COC Communications to construct, operate and maintain a telecommunications system within the City of Garden City and subsequently, to erect and maintain aerial cables, wire and associated components throughout the City. In order for COX Communications to attach said cables, wire and associated components to City owned poles a Pole Attachment Agreement is required.

BACKGROUND:

Please see attached Pole Attachment Agreement. This agreement is also consistent with other pole attachment agreements that the City Commission has previously approved.

ALTERNATIVES:

1. Approve the proposed Pole Attachment Agreement.
2. Do not approve the proposed Pole Attachment Agreement.

RECOMMENDATION:

Staff recommends approval of the proposed Pole Attachment Agreement and authorizing the Mayor and City Clerk to execute the contract attached hereto.

FISCAL NOTE:

The fee of \$7.50 per attachment, per pole, per year will generate a small amount of revenue to the City of Garden City.

Example:

- 50 pole attachments = \$375.00/year
- 250 pole attachments = \$1,875.00/year
- 500 pole attachments = \$3,750.00/year

POLE ATTACHMENT AGREEMENT

This **Pole Attachment Agreement** (“Agreement”) is made this 5th day of February, 2013 by and between the City of Garden City, Kansas, a Kansas municipal corporation (the “**City**”), with offices at 301 N. 8th Street Garden City, Kansas, 67846 and Cox Communications Kansas, L.L.C., a Delaware corporation (the “**Licensee**”), with offices at 901 S. George Washington Blvd. Wichita, Kansas 67211.

WITNESSETH

WHEREAS, the City and the Licensee desire to cooperate in the joint use of the City’s utility poles; and

WHEREAS, Licensee will provide cable communications and other lawful communications services within the City and surrounding area and will need to attach its cables and related communications equipment to the City’s utility poles; and

WHEREAS, the City owns utility poles and electrical facilities within the City and is willing to permit Licensee to attach to its poles the cables and necessary equipment related to Licensee’s communications services subject to the terms and conditions of this Agreement; and

WHEREAS, it is considered to the mutual benefit of both parties to jointly use the City’s utility poles for service to customers in and around the City;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do mutually agree as follows:

1. (a) Prior to making new attachments to any City pole, Licensee shall request permission in writing using the application form attached hereto as Exhibit A.

The City will have twenty (20) days from receipt of Licensee’s attachment application to respond to Licensee’s application. If the City approves Licensee’s attachment application, then it shall issue a license (“**License**”) that authorizes Licensee to attach its cables and related communications equipment to the pole or poles covered by the Licensee’s attachment application. If the City does not respond within the required period, Licensee’s attachment application shall be deemed approved as submitted, and the City shall issue a License for the pole or poles covered by Licensee’s attachment application. Upon approval of Licensee’s attachment application, Licensee may proceed to attach its cables and related communications equipment to the City’s poles pursuant to such attachment application and to the requirements of this Agreement.

(b) Within the time frame set forth in Section 1(a) above, the City may deny the Licensee’s attachment application for legitimate safety, reliability and engineering reasons consistent with generally accepted engineering practices and applicable codes. At the time of denial of Licensee’s attachment application, the City shall provide Licensee the reasons for its denial in writing and shall identify the necessary costs and modifications that would need to be made to the City’s pole or poles to accommodate the Licensee’s proposed attachments. If Licensee accepts the proposed costs identified by the City to modify any City pole, Licensee

shall notify the City in writing of its acceptance of the City's proposed modification costs and the City shall implement such modifications as are necessary to make the pole ready for Licensee's attachment within thirty (30) days of receipt of Licensee's notice of acceptance. Upon completion of the make-ready work, Licensee shall pay the City the agreed costs of the pole modifications undertaken on behalf of Licensee, and the City shall issue Licensee a License to attach to the City's poles covered by the modifications. If the City or other attaching party uses a pole modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements, such entity will be deemed to be participating in the pole modification work and will be responsible for its proportionate share of the pole modification costs.

(c) Notwithstanding the foregoing, Licensee may attach, replace, relocate or modify subscriber drop lines attached to any City pole, including lift/drop poles, without prior notice to City and without first submitting an application to City or otherwise obtaining City's prior approval for such work. If Licensee attaches a subscriber drop line to a pole not previously authorized for attachments by Licensee, then Licensee shall submit an application to City within thirty (30) days of its initial attachment to such pole.

2. Licensee shall, at its own expense, install and attach all Licensee's cables and related communications equipment to the City's utility poles in a safe condition and shall maintain the same in good repair, and in a manner consistent with the requirements of this Agreement. Licensee is required to comply with all applicable portions of the National Electrical Safety Code and National Electric Code in effect at the time of attachment. Licensee shall be responsible for any and all Licensee costs incurred to bring its attachments and/or associated guying into compliance with applicable codes, except if such noncompliance is the result of another pole user's attachment that has caused Licensee's attachment or guying not to be in compliance with applicable codes.

3. The City reserves the right to require Licensee, at Licensee expense, to remove, relocate or reconfigure its attachments to accommodate the City's electrical operations.

4. In areas other than the public right-of-way, it shall be the Licensee's responsibility to obtain necessary easements for its communications facilities. Licensee shall have permission to rely upon and utilize for Licensee's communications facilities any easements held by the City for City utility facilities unless such easement specifically limited the use of such easement to City facilities.

5. City reserves the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its service requirements. The City shall, at its own expense, maintain the jointly used poles in a safe, serviceable and usable condition and in accordance with the specifications of applicable codes and laws. The City shall replace, reinforce or repair such poles as they become defective and shall perform any required tree trimming around the jointly used poles. City shall not be liable to the Licensee, its customers or any others for any interruption of service to the Licensee or for any interference with the operation of Licensee's equipment arising out of the use of the City's poles.

6. The Licensee shall exercise reasonable precautions to avoid causing damage to facilities and equipment of City or others located on City's poles and in the event any such damage occurs, the Licensee assumes all responsibility for, and agrees promptly to reimburse

City and the other users of City's poles in full for all loss and expense occasioned by such damage. The Licensee shall make an immediate report to City of the occurrence of any such damage. The City shall exercise reasonable precautions to avoid causing damage to facilities and equipment of Licensee. The City shall make an immediate report to Licensee of the occurrence of any such damage.

7. No use, however extended of City's poles, or any payments made under this Agreement, or other action of the Licensee shall create or vest in the Licensee any ownership or property rights in City's poles or associated equipment, but Licensee's right therein shall be and remain such as establishes a mere license under the terms of this Agreement. Nothing in this agreement gives the Licensee an exclusive right to City poles. City reserves the right to enter into pole attachment agreements with other licensees.

8. If Licensee shall fail to comply with any of the material provisions of this Agreement, including the technical specifications, or shall default in any of its material obligations hereunder, including all payments to be made by it, or shall under the terms hereof breach this Agreement and shall fail within thirty (30) days after written notice from City to correct such default, non-compliance or breach, City may, at its option, forthwith terminate in whole or part Licensee's attachment rights hereunder. Upon such termination, Licensee shall immediately remove its equipment from the pole or poles involved. If the Licensee does not so remove the equipment, City shall have the right to remove it at the expense of Licensee.

9. (a) Invoices for pole modifications, expenses, and other charges under this Agreement other than for annual attachment rentals shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default of this agreement.

(b) If Licensee has a good faith dispute with any amount claimed to be owed to City or to be credited to Licensee, then Licensee shall pay the amount not in dispute and shall present to City within thirty (30) days of receipt of the City's invoice its documentation demonstrating what Licensee believes is the appropriate amount owed to City or to be credited to Licensee. If the invoice shows that City owes Licensee, City shall make payment to Licensee within thirty (30) days; provided, however, within thirty (30) days of receipt of such payment, Licensee shall have the right to dispute the amount credited to Licensee and shall present to City its documentation demonstrating what Licensee believes is the appropriate amount to be credited to Licensee. A carrying charge of 1.0% per month shall accrue on any outstanding balance owed the City after thirty (30) days.

10. (a) In consideration of joint use privileges provided by the City pursuant to this Agreement, the Licensee agrees to pay the City annually \$[7.50] for each pole to which it has made attachments. Billing will be done annually on or about January 1 of each year and shall be based on the number of poles to which Licensee is attached as of December 1 of the preceding year. Licensee shall have thirty (30) days after receipt of the City's invoice to pay the annual attachment fees to the City, subject to the procedure identified in Section 9(b) above with respect to good faith disputes concerning the City's invoice. All attachments made during the previous six (6) months shall be billed at half the annual rate.

(b) "Attachment" is any wire, line or apparatus attached to a Pole owned by Licensor, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Over-Lashings, guy wires and anchors that are required to support unbalanced loads. A single Attachment includes the vertical space either above, below, or a combination of both but not to exceed a total of twelve (12") combined from the bolted Attachment. Any apparatus or facilities, except cable risers, pedestals, bonding wires and power supplies associated with other aerial Attachments, located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Where only one bolted Attachment is affixed to the Licensor's Pole, and Service Wires installed on "J-hooks" are located within a space consisting of a total of twelve inches (12") from the bolted Attachment, such locations shall be counted as a single Attachment.

(c) "Overlashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already permitted and attached to a Pole. Licensee may overlash without submitting an Application but must provide the Licensor with 5 days prior written notice of such overlashing. Notwithstanding the above, Licensee's overlashing shall not be subject to a separate annual Pole Attachment Rental Fee. Licensee shall not allow third party overlashing without Licensor's prior approval and which prior approval shall not be unreasonably withheld.

11. Indemnification and Insurance.

- a. Indemnification. Except for liabilities caused by the negligent, reckless, or willful misconduct of City, Licensee shall indemnify, protect, defend, and save harmless City from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Workmen's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the Licensee's or its agents' erection, maintenance, presence, use or removal of Licensee's attachments or by the proximity of the respective cables, wire and appurtenances placed by Licensee or its agents to those of the City and other authorized users, or by an act of Licensee in or near the City.
- b. Insurance. Licensee shall carry insurance to protect the City from and against any and all claims, demands actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result, directly from or by reason of such loss, injury, or damage. All insurance required shall remain in full force and effect for the entire term of this agreement, and the company issuing such insurance shall be approved by the City, which approval will not be unreasonably denied. Licensee shall submit to City certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after 30 days' written notice to City. Each insurance policy required herein shall be so endorsed to designate City as additional insured in and under said policies. At a minimum, the Licensee shall procure and maintain for the duration of this agreement the following types and limits of insurance:

- i. Commercial General Liability written on a ISO Occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal/advertising injury and contractual liability. Limits of insurance no less than \$1,000,000 each occurrence, \$2,000,000 aggregate;
- ii. Commercial Auto Liability for all owned non-owned, hired automobiles and mobile equipment subject to compulsory auto liability requirements with limits of insurance no less than \$1,000,000 combined single limit; and
- iii. Workers Compensation/Employers Liability covering all employees and including limits and coverage that meet or exceed statutory requirements.

12. Failure of City or Licensee to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any of the attachment rights hereunder terminated shall not constitute a general waiver or relinquishment of any terms or conditions of the Agreement but the same shall be and remain at all times in full force and effect.

13. This Agreement shall expire five (5) years from the date first typed above, unless terminated (i) by Licensee upon six (6) months written notice to the City, or (ii) by the City upon three (3) months written notice to the Licensee if Licensee's authority to operate its communications facilities in the City has been revoked, or as allowed in Section 8 of this agreement Upon termination of Licensee's rights hereunder, Licensee shall have a reasonable period of time to remove its attachments from the City's poles.

14. Licensee shall not assign to any third parties any of its rights or delegate any of its duties under this Agreement without the prior written approval of the City, which consent shall not be unreasonably withheld.

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

COX COMMUNICATIONS KANSAS, LLC.

By: _____

Name: Jay Allbaugh

Title: Vice President of Government and Public Affairs

CITY OF GARDEN CITY, KANSAS

By: _____

Name:

Title:

ATTEST:

Name:

Title: City Clerk

APPROVED AS TO FORM:

Name:

Title: City Attorney

JOINT USE POLE APPLICATION

This Form shall be used to apply to the City of Garden City, Kansas (“City”) for joint use on the City’s utility pole(s), to document a vacation of joint use, or to notify of a pole line relocation or overhead/underground conversion.

FEES

Pole Attachment Annual Fee: \$7.50

Application Fee: \$7.50

Unauthorized Attachment Event Fee: \$50.00

A. This Application is for the following type of pole modification:

1. New Attachment _____
2. Modification to Existing Attachment _____
3. Pole Line Relocation _____
4. Overhead/Underground Conversion _____
5. Elimination of Attachment from Pole _____

B. Identify each pole subject to this application and a description of the proposed modification (attach additional pages or exhibits if necessary):

B. Provide appropriate sketches of the proposed project (attach additional pages or exhibits if necessary):

C. Identify any necessary changes or modifications to the pole or poles that will need to be made for Licensee’s attachments to be in compliance with the Agreement and applicable codes upon completion of the project (attach additional pages or exhibits if necessary):

STATUS OF POLE ATTACHMENTS

Poles in use prior to this permit (number): _____
Poles address by this permit (number): _____
New total number of poles in use: _____

SUBMITTED BY: _____
Name:
Title:
Date:

Project may proceed upon approval of City's Representative.

CITY APPROVAL: _____
Name:
Date:



MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: January 30, 2013
RE: Bid Award, Switchgear-Substation #10

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

MELVIN DALE

DAN FANKHAUSER

CHRIS LAW

ISSUE:

Substation #10 is under construction and will come on line in 2013. Metal Clad Distribution Switchgear is a required component for the substation and for the distribution circuits.

BACKGROUND:

Bids were properly advertised in the Garden City Telegram. Seven bids were received and opened on January 18, 2013. All bids were reviewed by City Staff and Cris Naegele, Engineering Consultant from Utility Help Net. The bid tabulation follows;

Eaton Electric, Lenexa, KS.	\$571,298
Central Swgr "B" (Lynn Elliot)	\$608,190
ABB (Rauckman)	\$683,110
Powell (Maxima)	\$730,401
Pedersen Power	\$734,503
Square D (MWTech Sales)	\$793,350
Square D (Kriz-Davis)	\$813,305

(All of the vendors submitted bids that met the minimum requirements.)

ALTERNATIVES:

1. Accept the low bid from Eaton Electric.
2. Reject all bids, and direct staff to re-bid the switchgear.

RECOMMENDATION:

Staff recommends that the City Commission accept the low bid from Eaton Electric in the amount of \$571,298 for the purchase of metal clad switchgear for substation #10.

FISCAL NOTES:

The engineer's estimate was \$600,000.00 for this part of the project. The Electric Division has adequate funds within its 2013 budget for this part of the project.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 1 February 2013

RE: SUBSTATION NO. 10 SITEWORK BIDS

ISSUE

Bids were received today for the sitework at Substation No. 10, which is located just south of the Electric Department warehouse and office. The bid tabulation is attached.

BACKGROUND

This project was bid in three parts, Part A – Grading, Part B – Concrete Pads, and Part C – Fencing. The low bids for Parts A and B are recommended for award. On Part C, the second lowest bid from Garden True Value was \$53.00 higher than the low bid from Premier Fence KC, LLC, of Grain Valley MO. This difference is within our local preference bid provision, and Garden True Value will lower their bid to match the Low bid, and is therefore recommended.

ALTERNATIVES

The Governing Body may accept the recommended bids, or reject all bids and defer the project to a later date.

RECOMMENDATION

Staff recommends awarding the contracts as follows, and authorizing the Mayor and City Clerk to execute the contracts when the Contractors have provided all documents.

Part A – APAC Kansas Inc., Shears Division,	\$52,554.87
Part B – J-A-G Construction Co.,	\$10,800.00
Part C – Garden True Value,	\$16,437.00

FISCAL

The project is funded in the 2013 Electric Department budget.



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

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

TABULATION OF BIDS
2/1/2013 10:00

SUBSTATION # 10 SITEWORK

BIDDER	PART A	PART B	PART C	COMMENT
APAC Kansas Inc, Shears Division	\$ 52,554.87			
J-A-G Construction Co.	\$ 54,800.00	\$ 10,800.00		
Excavating Unlimited, Inc.	\$ 68,465.00			
Garden True Value			\$16,400.00 (\$16,347.00)	Bid is within 0.5% of Low bid, Contractor will match low bid price
Premier Fence KC, LLC			\$ 16,347.00	
Superior Fence of Western Kansas			\$ 18,153.52	

MEMORANDUM



TO: Governing Body
FROM: James R. Hawkins, Chief of Police
DATE: February 1, 2013
SUBJECT: Purchase Request on Vehicle Bid

ISSUE

Bids were opened for the following item:
➤ All Wheel Drive Police Vehicles (4)

BACKGROUND

Bids were opened on January 31, 2013 at the Garden City Police Department, located at the Law Enforcement Center at 3:00 p.m. The following table represents the bids submitted:

CITY OF GARDEN CITY GARDEN CITY POLICE DEPARTMENT ALL WHEEL DRIVE POLICE VEHICLES (4)					
Bid Tabulation Sheet					
BIDDERS	LIST PRICE	GOV'T DISCOUNT	NET CITY COST PER UNIT	DELIVERY DATE	EXCEPTIONS & COMMENTS
Burtis Motors Eldon Dailey 275-6171	\$29,826.00	(5,666.00)	\$24,160.00	9 to 12 weeks	2013 Ford Police Interceptor 4 Door Sedan
GSA Auto Choice – State Contract			\$23,662.28	n/a	2013 Ford Police Interceptor 4 Door Sedan

RECOMMENDATION

It is recommended the Governing Body's consideration and approve for the purchase of the vehicles from Burtis Motors as the local vender. Cost per unit is within 2%.

FISCAL NOTE

(4) 2013 Ford Police Interceptors, fund 001-121-6100.06, Budgeted Amount of \$34,000 per year for lease.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "James R. Hawkins".

James R. Hawkins
Chief of Police

MEMORANDUM

TO: Governing Body
FROM: James R. Hawkins, Chief of Police
DATE: February 1, 2013
SUBJECT: Approval of Cleaning / Alteration Service



ISSUE

Bids were opened for the following service:

- Cleaning and Alteration Service for Garden City Police Department Uniforms

BACKGROUND

Bids were opened on January 31, 2013 at the Garden City Police Department, located at the Law Enforcement Center. The following table represents the bids submitted:

CITY OF GARDEN CITY GARDEN CITY POLICE DEPARTMENT CLEANING / ALTERATION SERVICE FOR GARDEN CITY POLICE DEPARTMENT UNIFORMS					
Bid Tabulation Sheet					
BIDDERS	LIST PRICE	GOV'T DISCOUNT	NET CITY COST PER UNIT	DELIVERY DATE	EXCEPTIONS & COMMENTS
Stroh Cleaners Al Morris 620-253-0675	n/a		Various see attached sheet	March 1, 2013	Bid is for March 1, 2013 – Feb 28, 2014

RECOMMENDATION

It is recommended the Governing Body's consideration and approve the service through Stroh Cleaners. A request was also sent to Streeter Cleaners, which was not returned.

FISCAL NOTE

Cleaning and alterations are budgeted for annually in the Garden City Police Department budget.

Respectfully Submitted,

James R. Hawkins
Chief of Police

CITY OF GARDEN CITY
POLICE DEPARTMENT

304 N. 9TH STREET
GARDEN CITY, KANSAS 67846

JAMES R. HAWKINS
CHIEF OF POLICE

620-276-1300
FAX: 620-276-1313
OR 620-276-1314

January 8, 2013

e mail a morris 4@cox.net
cell # 620-253-0675

Stroh Cleaners
Al & Jamie Morris
2501 Fleming St
Garden City, KS 67846

RE: Bid for Cleaning and Alteration Service

The Garden City Police Department is soliciting bids for cleaning and alteration service of department uniforms.

The following cost for service is requested:

Cleaning and Pressing on shirts and pants should be included in cost quoted.

\$ 5.60 Patrol / Non-Sworn Uniform – one pants and shirt (long or short sleeve) of polyester blend or cotton. Patrol uniforms are Dark Navy, non-sworn uniforms are white shirts, navy pants.

\$ 2.60 Patrol Shirt – long or short sleeve polyester blend or cotton

\$ 3.30 Patrol Pants - polyester blend or cotton

\$ 5.30 Patrol Duty Coat – Winter coat nylon / cotton

\$ 2.00 Tie – clip on tie

Packet ^{11.00}
Shirt \$ 7.50 Shoulder Patch application– could be department patch or promotional stripes done in pairs

\$ 1.00 Button replacement

\$ 12.00 Hemming of Pants

\$ 3.30 Slacks – various styles for plain clothing assignment personnel

\$ 2.60 Dress Shirts – various styles for plain clothing assignment personnel

\$ 2.00 Dress ties – various fabric blends

Please list hours of business:

7:30 - 6:00 M-F
8:00 - 12:00 Saturday

Alterations will also vary on uniforms with seam repair, waist alteration, sleeve shorting, and misc. repairs. The cost of alterations on these services can be done on a case by case basis as each may be of different degree of difficulty.

Bids for Service should be submitted no later than **Thursday, January 31, 2013**. The winning bid will be chosen and should commence on **March 1, 2013 and will be effective until February 28, 2014**. Service Contract can be cancelled at any time by GCPD if services are not completed satisfactory or in a timely manner.

Billing should be done monthly to the Garden City Police Department. Invoices will be paid monthly by Visa or by Check, whichever is your preferred method of payment.

Submit bids to:

Jackie Gigot
Garden City Police Department
PO Box 998
Garden City, KS 67846

Or by fax: 620-276-1284.

If you have any questions, please do not hesitate to contact me at 620-276-1359.



Jackie Gigot, Budget Analyst
Garden City Police Department

Other Entities Minutes

**Garden City Recreation Commission
Minutes
Monday, December 17, 2012**

No Quorum.

Terri Hahn
Secretary

Approved 01/21/2013

**Garden City Recreation Commission
Minutes
Wednesday, December 19, 2012**

I. Call Meeting to Order

Chairperson Greg Hands called the meeting to order at 5:15 pm. Board Members present were Anna Urrutia and David DuVall. Guest present was James Hahn. GCRC Staff present was Superintendent John Washington, Recreation Specialist Joan Scherman, Wellness Coordinator Meghan McFee and Finance Director Terri Hahn.

II. Approval of Agenda

Motion by David DuVall to approve the amended agenda. Seconded by Anna Urrutia. Motion carried with all in favor.

III. Consent Agenda

The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.

- **Minutes of Regular Meeting November 26, 2012**
- **Financial Reports for November 2012**
- **Staff Reports for December 2012**
- **Participation Reports**

Motion by Anna Urrutia to approve the consent agenda. Seconded by David DuVall. Motion carried with all in favor.

IV. Superintendent Report

- **RSVP for the 2013 Board/Staff Dinner-Due January 4, 2013.** – Reminder about the 2013 Board/Staff Dinner, January 12th at Clarion.
- **Spray ground Update** – The pump has arrived. Sometime in January they will come and install. Will start up spray park sometime in April or May.
- **2012 Santa Christmas Carnival** – Everything went well. Son has taken over the carnival ride with D & J Shows. Will get final income/expense report at January's meeting.
- **Building will be closed on Christmas Eve and Day, New Year Eve and New Year's Day.** – The Activity Building will be closed on Christmas Eve and Christmas Day, New Year Eve and New Year's Day due to floor being refinished. Maintenance Staff will begin working on floors December 20th. Gym and Studio I & II will closed until January 5th, 2013.

V. New Business

- a. **Staff is seeking approval for the 2013 Pay for Performance Scale.** – Motion by David DuVall to approve the 2013 Pay for Performance Scale at 4%, seconded by Anna Urrutia. Motion carried with all in favor.
- b. **Approval of the 2013 Recreation Commission Meeting Calendar.** – John recommended tabling this until February 2013, when new Board Members come on board. Motion by David DuVall to table the approval of 2013 Recreation Commission Meeting Calendar, seconded by Anna Urrutia. Motion carried with all in favor.
- c. **Wellness Director is seeking approval for replace bikes for the Wellness Center. Staff is available for discussion.** – Wellness Coordinator Meghan McFee was present to go over the quotes received for bikes in the Wellness Center. Current fitness bikes are either dysfunctional or outdated. Meghan is proposing to purchase five (5) new fitness

bikes and removing all of the current fitness cycles from the Wellness Center with the exception of the arm cycle. Meghan is proposing to purchase two (2) Precor 885 Upright Bike at \$5,100 each, total of \$10,200, one (1) Precor 885 Recumbent at \$5,200 from Mid-State Fitness, and two (2) LifeCycle GX w/console for \$1,522 from Advance Exercise. Total would be from Mid-State Fitness \$15,400.00 and from Advance Exercise \$3,044.00. Overall total of \$18,444.00. We are losing members because of fitness bikes are not working.

Motion by Anna Urrutia to purchase fitness bikes from Mid-State Fitness and Advance Exercise in the overall total of \$18,444.00. The motion was seconded by David DuVall. Motion carried with all in favor.

- d. **Recreation Boards recommendation for replacement to the city Commission for board Member Greg Hands ending his term effective February 2013.**-John recommended table this until January 2013 meeting. Motion by David DuVall to table until next meeting, seconded by Anna Urrutia. Motion carried with all in favor.
- e. **Recreation Specialist Joan Scherman is presenting the bid for our 2013 Brochure.** – Bids were sent out to Spearville News, Consolidated Printing, Paper Graphics and Petersen Printing for the Garden City Recreation Commission Brochures. The bid is for two (2) years. Bids were received from the following businesses:

One eight (8) page brochure as described in specifications.

Spearville News			Consolidated Printing		
	<u>One Year</u>	<u>Two Year</u>		<u>One Year</u>	<u>Two Year</u>
7500 copies	\$1794.00	\$1794.00	7500 copies	\$1425.00	\$1350.00/issue
8000 copies	\$1863.00	\$1863.00	8000 copies	\$1475.00	\$1400.00
8500 copies	\$1928.00	\$1928.00	8500 copies	\$1525.00	\$1450.00

One sixteen (16) page brochure as described in specifications.

	<u>One Year</u>	<u>Two Year</u>		<u>One Year</u>	<u>Two Year</u>
7500 copies	\$2485.00	\$2485.00	7500 copies	\$2050.00	\$1950.00/issue
8000 copies	\$2592.00	\$2592.00	8000 copies	\$2135.00	\$2035.00
8500 copies	\$2716.00	\$2716.00	8500 copies	\$2220.00	\$2120.00

One twenty (20) page brochure as described in specification.

	<u>One Year</u>	<u>Two Year</u>		<u>One Year</u>	<u>Two Year</u>
7500 copies	\$3399.00	\$3399.00	7500 copies	\$2715.00	\$2565.00/issue
8000 copies	\$3538.00	\$3538.00	8000 copies	\$2825.00	\$2675.00
8500 copies	\$3699.00	\$3699.00	8500 copies	\$2935.00	\$2785.00

All prices figured 20 throughout on 70# glass text

Recreation Specialist Joan Scherman is the one that does the brochure for the GCRC. She explained that we have been using Consolidated Printing for the last six (6) years. We have used Spearville News in the past. Joan is recommending excepting the bid from Consolidated Printing for a two (2) year pricing grid.

Motion from David DuVall to accept Consolidated Printing for a two (2) year pricing grid, seconded by Anna Urrutia. Motion carried with all in favor.

- f. **Brian Seagraves, Arts & Theatre Director will be present to discuss the RFP for the State Theatre Proposal.** – Arts & Theatre Director Brian Seagraves was going to present

his RFP of the State Theatre to the GCRC Board but the City of Garden City Commissioners went ahead and voted to accept Mark Pamplin RFP. There was only two (2) RFP presented to the City Commissioners one was the GCRC and the other was Mark Pamplin's. The City Commissioners wanted the State Theater to be put back on the tax roll. John will get back with the GCRC Board on what is going on with this issue.

VI. Old Business

- VII. Executive Session-(Applies only if requested by Staff or a Board Member) Recreation board will go into executive session at ____pm, for the purpose for discussing personnel and/or real property. The Recreation board will reconvene into open session at ____pm.**

Garden City Recreation Commission Questions & Comments

David DuVall asked about a policy or drill with the GCRC on what happened in Connecticut. John explained that we need to look into a policy for all facilities not just the Activity Center.

VIII. Adjournment

Motion by David DuVall to adjourn, seconded by Anna Urrutia. The meeting adjourned at 6:15 p.m.

Terri Hahn
Secretary

Approved 01/21/2013



GARDEN CITY RECREATION

REVISED AGENDA - Garden City Recreation

Regular Meeting

Monday – January 21, 2013 @ 5:15 p.m.

Garden City Recreation Center, 310 N. 6th Street

I. Call Meeting To Order

II. Approval of Agenda

III. Consent Agenda

The following shall stand approved /accepted as presented unless action is taken to remove an item from the consent agenda.

- Minutes of Regular Meeting December 19, 2012
- Financial Reports for December 2012
- Staff Reports for January 2013
- Participation Reports

IV. Superintendents Report

- Citizens Academy (April 18, 2013 – 6:00 - 8:00 p.m.)
- City Retreat TBA
- Sprayground Project Update
- Tangeman Sports Complex Fencing and PA Booths
- 2013 Projects & Equipment List
- Clifford Hope Auditorium Usage and Management

V. New Business

- a) Recreation Commission Board recommendation for replacement of Greg Hands.
- b) Terri Hahn, Finance Director will present Santa's Christmas Carnival Financial Report.
- c) Brian Knight, Maintenance Director is seeking board approval for the purchase and installation of a new fire warning panel.
- d) Donna Gerstner, Asst. Supt. is submitting for approval the 2013 Beverage Bid.
- e) Purchase of Risco Graph machine from Office Solutions for \$16,000.00.

VI. Old Business

- Election of Garden City Recreation Commission Board Chair & Vice Chair for 2013 – 2014
- Approval of the 2013 Recreation Commission Meeting Calendar.

VII. Executive Session – (Applies only if requested by Staff or a Board Member) Recreation Board will go into executive session at ____p.m, for the purpose of discussing personnel and/or real property. _____ The Recreation Board will reconvene into open session at ____p.m.

GARDEN CITY RECREATION COMMISSION QUESTIONS & COMMENTS

VIII. ADJOURNMENT

Next Meeting

February 25, 2013

Activity Center @ 5:15pm

310 N. 6th Street, Room 112