

AGENDA
CITY COMMISSION MEETING
Tuesday, June 18, 2013
1:00 P.M.

- I. Notes: Immediately following the Commissioner meeting the Governing Body will take a group picture in the Commission Chambers.**
- II. No Pre-Meeting.**
- III. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- IV. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- V. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- VI. PUBLIC COMMENT. Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VII. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Governing Body consideration and approval to allow the Mayor to proclaim June 18, 2013 as Lindy Bilberry Day.
 - B. Angelica Castillo-Chappel and Jeremy Haden, on behalf of the Board of Directors for the Garden City Community Mexican Fiesta Association Inc., request Governing Body consideration and approval to waive the sign ordinance to allow for a sign to be posted at Stevens Park for four weeks prior to September 14, 2013.
 - C. First Christian Church Discipulos de Cristo owns property at Eighth Street and Bellevue Avenue, across from Cornerstone Church, and is requesting annexation and connection to the City sewer and water systems, to serve a new church and future residential development. Staff recommends approval of the request for annexation or deferral subject to an annexation agreement.
- VIII. REPORT OF THE CITY MANAGER.**
 - A. The Kansas Department of Transportation has awarded the Transportation Enhancement projects for 2013. The City's application for a pedestrian/bicycle path along K-156 from Campus Drive to Leslie Road was approved, while our streetscape application on E. US-50/400 was not funded.
 - B. The City has submitted a grant application for USDOT TIGER funding on behalf of the Southwest Chief Rural Rail Partnership. City Engineer Cottrell and Jeff Sural, Alston & Bird, prepared the application. The City's application is one of 568 applications totaling \$9 billion in requests for the \$474 million of available funding.
 - C. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation the monthly enplanement report, from Community Development Director Kentner the monthly code enforcement report and building report,

from Assistant City Engineer Mestdagh a final construction update, from Finance Director Hitz the monthly financial report, from Police Chief Hawkins the monthly activity report and from Public Works Director the CIP schedule, Finney County Transit May report and City Link ridership.

D. Meetings of note:

- ✓ June 22, 2013 – Global Bazaar, 8:00 a.m. – 4:00 p.m. at LRZ (west side)
- ✓ July 24 – 28, 2013 – Finney County Fair
- ✓ July 30, 2013 – Town Hall meeting at 7:00 p.m. at the City Administrative Center
- ✓ August 1, 2013 – Chamber Annual Banquet at Garden City High School at 6:00 p.m.
- ✓ August 7 – 11, 2013 – Southwest Kansas Pro Am
- ✓ August 8, 2013 – SHRM of SWKS – 5th Annual HR Workshop, 8:00 a.m. – 4:00 p.m.
- ✓ August 24 – 25, 2013 – Tumbleweed Festival
- ✓ September 14, 2013 – 87th Garden City Community Mexican Fiesta for 2013
- ✓ September 21, 2013 – FallFest 2013 featuring Art in the Park, Knights of Columbus' OktoberFest, Doxie Derby & Nasduck 500 Duck Races – 8:30 a.m. to 3:00 p.m.
- ✓ September 21, 2013 – Chamber's "Fire and Ice" Wine Tasting – 7:00 p.m.
- ✓ October 10, 2013 – Cultural Relations 2013 Diversity Dinner

IX. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2342-2013A.

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Resolution No. _____ - 2013, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (1605 George Street)

B. Resolution No. _____ - 2013, a resolution fixing a time and place at which the owner, owner's agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed, pursuant to Section 18-81 ET SEQ of the Code of Ordinances of the City of Garden City, Kansas. (110 Stevens Avenue)

C. Ordinance No. _____ - 2013, an ordinance approving the rezoning of land from "A" Agricultural District to "P-F" Public Facilities District; amending the Zoning Ordinance, the Comprehensive Plan of the City, and the District Zoning map of the City; and repealing the current zoning ordinance, Comprehensive Plan, and District Zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (325 S. Jennie Barker Road)

D. 2:00 p.m. - Public Hearing for the purpose of the Governing Body hearing and answering concerns, questions and/or objections of taxpayers relating to the establishment of the District and adoption of the Plan of East Cambridge Square Phase II Project.

1. 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 (East Cambridge Square Phase II Project)

XI. OLD BUSINESS.

- A. Bond Counsel Mary Carson has provided a Resolution authorizing the 2013 General Obligation Bond sale for July 16, 2013 for Capital Improvement Projects and Special Assessments being levied this year. Financial Advisory Chuck Bouilly has provided the Preliminary Official Statement for Governing Body approval.
 - 1. Resolution No. _____ - 2013, a resolution of the City of Garden City, Kansas, authorizing and providing for the public sale of the City's (I) General Obligation Bonds, Series 2013-A, in the approximate principal amount of \$7,792,000 and (II) taxable General Obligation Bonds, Series 2013-B in the approximate principal amount of \$612,000.
 - 2. Preliminary Official Statement for General Obligation Bond Series 2013-A and 2013-B is recommended for approval.
- B. Bond Counsel Mary Carson has prepared an ordinance correcting errors discovered in Ordinance No. 2596-2013, adopted May 21, 2013, levying special assessments.
 - 1. Ordinance No. _____ - 2013, an ordinance of the City of Garden City, Kansas, amending Ordinance No. 2596-2013 of the City to correct legal descriptions and special assessments to be levied in Taylor North Addition.

XII. NEW BUSINESS.

- A. 1:15 p.m. - Mr. Charles Claar and Ms. Theresa Dasenbrock of Lewis, Hooper and Dick, the City's auditors, will be present to review with the Governing Body the Comprehensive Annual Financial Report (Audit) for the City of Garden City for the year 2012.
- B. Finance Director Hitz will discuss the following items related to the 2014 Proposed Budget:
 - 1. Review of remaining General Fund departments, Health Insurance (#55) and Health Insurance Reserve Fund (#56)
- C. Governing Body consideration of an exemption provided by Section 2(1) of Senate Substitute for House Bill 2052 approved by the Kansas Legislature this spring, which would provide for an additional six months to consider a security plan for City owned public facilities or remove signs prohibiting firearms.
- D. Public Utilities Director Muirhead will be present to discuss the Wheatland Electric Water Rate Increase.
- E. Fire Chief Allen Shelton requests Governing Body consideration and approval for a waiver to the ordinance prohibition requirement to allow for the discharge of fireworks within the corporate limits of the city from July 3, 2013 to July 5, 2013 between the hours of 10:30 a.m. and 10:30 p.m.
- F. Advisory Board Recommendations:

1. Zoo Advisory Board – 2 appointments
- G. Governing Body consideration and approval of a rate increase at Buffalo Dunes Golf Course with an August 1, 2013 implementation date. Caleb Woods, President of the Golf Advisory Board will be present to discuss and answer any questions.
- H. **Consent Agenda for approval consideration:** (The items listed under this “consent agenda” are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)
 1. Governing Body consideration and approval of a Fiduciary Engagement Letter between the City of Garden City, Kansas and George K. Baum & Company.
 2. KDOT has provided Agreement No. 128-13 to the City for the first half of the FY 2013 Federal Fund Exchange program, which is for concrete reconstruction of Rebel Road.
 3. Governing Body consideration and authorization of Task Order #10 – Snow Removal Equipment Building, Runway Guard Lights and Hold Position Sign between HNTB Corporation and the City of Garden City.
 4. Governing Body consideration and approval of bids received on May 23, 2013 for 35 kV switchgear Vault for Substation #10.
 5. Governing Body consideration and approval of bids received on May 16, 2013 for Substation #10 Control Building.
 6. Governing Body consideration and approval of bids received on May 21, 2013 for 35kV and 15kV circuit switchgear for Substation #10.
 7. Governing Body consideration and approval of bids received on June 4, 2013 for 35KV Overhead Gang Operated Air break switches for Substation #10.
 8. Governing Body consideration and approval of bids received on June 4, 2013 for 6 inch high density Poly Ethylene (HDPE) conduit for Substation #10.
 9. Governing Body consideration and approval of bids received on June 10, 2013 for circuit breakers and switches for Substation #11.
 10. The heirs of Mrs. Helen Bowyer are Quit Claim deeding Burial Rights of Space 2, Lot 150, Zone D to Caroline Atherton and/or Sarah Atherton.
 11. Permission for Peggy Rivera and/or Ricky Rios to reserve Space 3, Lot 9, Zone: J located in Valley View Cemetery for the consideration of \$50.00 for the period of one year.
 12. Permission for Ruby M. Ryan to reserve Space 5, Lot: 31, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

- 13. Permission for Becky Hill to reserve Space 6, Lot 60, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
- 14. Permission for Eugene & Deanna Martinez to reserve Space 8, Lot 71, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
- 15. Permission for Deanne Tremmel to reserve Space 6, Lot 63, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
- 16. Permission for Nora Collazo &/or Ronald D. Collazo to reserve Space 3, Lot: 1, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
- 17. Permission for Jesse Garcia &/or Kajleigh Collazo to reserve Space 2, Lot: 93, Zone: J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

18. Licenses:

(2013 New)

- a) G.M. Northrup.....Class A General
- b) Midwest Steel, Inc.Class B General
- c) Williams General Contractors & Repair.....Class B General

- I. Staff requests Governing Body consideration of an executive session pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property.
- J. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.
- K. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(1) pertaining to personnel matters of non-elected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed.

XIII. CITY COMMISSION REPORTS.

A. Commissioner Law

B. Commissioner Cessna

C. Commissioner Dale

D. Commissioner Doll

E. Mayor Fankhauser

XIV. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

June 4, 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, June 4, 2013 with all members present. Mayor Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Representative John Doll gave an update on recent legislative issues.

Barrett Patel, on behalf of his hotel and other hoteliers, addressed the Governing Body regarding local clean air laws as they relate to the operation of their businesses.

Mayor Fankhauser moved to approve the request from Jimmy Deal, Leave A Legacy Foundation, to waive the sign ordinance to allow for the group to sell yard signs for a donation. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the request from Don Harness, Finney County Preservation Alliance, pursuant to Code Section 6-35, to sell beer and other cereal malt beverages under a temporary CMB license, on public property, at Stevens Park on September 21, 2013. The request also includes use of Stevens Park and a noise waiver from 7:00 p.m. – 11:00 p.m. on September 21, 2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The City received correspondence from Cox Communication regarding price changes.

The City received the April franchise payment from AT&T in the amount of \$6,039.29 and the first quarter franchise payment from Cox Communications in the amount of \$57,520.21.

KDOT has approved and certified the City to proceed with self-administration of State or Federally funded projects with the city. Projects like the widening project on Kansas Avenue from Main Street to Third Street will be administered by the City. Garden City joins five cities in Johnson County and the City of Wichita with this distinction.

The Planning Commission has formally approved the 2013/2014 Capital Improvement Plan.

Staff provided the the monthly City and County sales tax report for Governing Body review.

Meetings of note:

- ✓ June 3-10, 2013 – The Commemorative Air Force B-17 Tour Stop at Garden City Regional Airport. The B-17 will arrive at noon on June 3rd and will be on display from 9:00 a.m. – 6:00 p.m. through June 9th. The B-17 will depart on June 10th at noon. Free Admission to view the aircraft, \$5 for interior tours, \$425 for a ride in the aft and \$850 for a ride in the nose.
- ✓ June 8, 2013 – BED Chuck Wagons Breakfast, 6:30 a.m. – 9:30 a.m. at Stevens Park
- ✓ June 8, 2013 – BED Parade, 10:30 a.m.
- ✓ June 8, 2013 – BED Chuck Wagons in the Park, 11:30 a.m. at Stevens Park
- ✓ June 10, 2013 – Blues at the Zoo, 7:00 p.m. at LRZ
- ✓ June 14, 2013 – Chamber Golf Tournament at Buffalo Dunes 1:00 p.m.

- ✓ June 22, 2013 – Global Bazaar, 8:00 a.m. – 4:00 p.m. at LRZ (west side)
- ✓ July 24 – 28, 2013 – Finney County Fair
- ✓ July 30, 2013 – Town Hall meeting, 7:00 p.m. at City Administrative Center
- ✓ August 1, 2013 – Chamber Annual Banquet at Garden City High School at 6:00 p.m.
- ✓ August 7 – 11, 2013 – Southwest Kansas Pro Am
- ✓ August 8, 2013 – SHRM of SWKS – 5th Annual HR Workshop, 8:00 a.m. – 4:00 p.m.
- ✓ August 24 – 25, 2013 – Tumbleweed Festival
- ✓ September 14, 2013 – 87th Garden City Community Mexican Fiesta for 2013
- ✓ September 21, 2013 – FallFest 2013 featuring Art in the Park, Knights of Columbus’ OktoberFest, Doxie Derby & Nasduck 500 Duck Races – 8:30 a.m. to 3:00 p.m.
- ✓ September 21, 2013 – Chamber’s “Fire and Ice” Wine Tasting – 7:00 p.m.
- ✓ October 10, 2013 – Cultural Relations 2013 Diversity Dinner

Mayor Fankhauser moved to approve the Job Creation/Expansion Incentive Process Guidelines as presented and to allow Finney County Economic Development Corporation to work with its attorney to create the Job Creation/Expansion Incentive Policy. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Appropriation Ordinance No. 2341-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,887,024.26,” was read and considered section by section. Mayor Fankhauser moved to approve and pass Appropriation Ordinance No. 2341-2013A. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Nora A. Brown owns the property at 301 N. Eleventh Street and requested partial vacation of the northerly 10.0 feet of Chestnut adjacent to her property.

Ordinance No. 2599-2013, “AN ORDINANCE VACATING A PORTION OF CHESTNUT STREET, LYING SOUTH OF LOT 10, BLOCK 5, JONES ADDITION, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS,” was read and considered section by section. Commissioner Law moved to approve Ordinance No. 2599-2013. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Bible Christian Church requested annexation of a 31.55 acre tract on the west side of Campus Drive, south of Tthe Trails apartment complex.

Ordinance No. 2600-2013, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7),” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2600-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a development agreement between the City of Garden City, Kansas and Stuart Johnson for a water line extension and with the charge for residential water used “outside the cooperate limits.” Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Nay	Yea	Nay

Mayor Fankhauser moved to approve the amended plat of the Pioneer Road Estates Subdivision. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve the purchase of Sungard OneSolution Municipal Court software system to improve the Municipal Court department’s ability to track cases and provide detailed reporting. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

City Manager Allen was present to discuss the following items related to the 2014 Proposed Budget:

1. Review of General Fund Revenue and General Fund Administrative divisions.

Mayor Fankhauser moved to approve the following:

1. Governing Body consideration and approval of acceptance of bids received May 22, 2013 for the Snow Removal Equipment Building, Runway Guard Lights and Hold Sign Improvements at Garden City Regional Airport and authorization for the City Manager to execute the FAA Grant Application and the Mayor and City Clerk to execute the contracts.

Snow Removal Equipment Building	Total
Engineer’s Estimate	\$505,909.90
Lee Construction	\$422,029.00
Nationwide Construction	\$596,256.20

Runway Guard Lights & Hold Sign Improvements	Total
Engineer’s Estimate	\$69,403.00
Atlas Electric	\$88,500.00

2. Governing Body consideration and approval of a Landlord’s Waiver from the City of Garden City, Kansas to PNC Bank, National Association.
3. Governing Body consideration and approval of an Estoppel Certificate from the City of Garden City, Kansas to PNC Bank, National Association.
4. Governing Body consideration and approval of a lease agreement between the City of Garden City, Kansas and American Airlines, Inc.
5. Governing Body acceptance of bids received on May 20, 2013 for the 2013 Underground Electric Projects and authorization for the Mayor and City Clerk to execute the contract with Dick Construction.

Bidder	Part A	Comment
Dick Construction	\$32,902.50	
Engineer’s Estimate	\$32,420.00	

6. Governing Body acceptance of utility easements related to the Lareu Road project south of Schulman Avenue from Mosaic Housing Corporation, XX – Garden City and Mosaic.
7. Governing Body consideration and acceptance of bids received May 30, 2013 for the 2013 Street Improvements Project and authorization for the Mayor and City Clerk to execute the contracts.

Bidder	Grand Total	Comment
Engineer's Estimate	\$363,577.00	
J-A-G Construction Co.	\$343,970.00	
Lee Construction, Inc.	\$336,588.00	Low

8. Governing Body consideration and approval of bids received on May 21, 2013 for the purchase of 35kV and 15kV primary cable required for the feeder get-away from Substation #10.

Bidder	Total
Kriz-Davis Co. – Okonite	\$460,670.10
Kriz-Davis Co. - Kerite	\$537,480.00
HD Supply – Okonite	\$464,600.00
Techline – Prysmian Cable	\$473,850.00
Wesco – Kerite	\$555,150.00
Stanion – Kerite	\$529,140.00
Doughtery Sales – CME Wire & Cable	\$411,750.00

9. Governing Body consideration and approval of bids received on May 9, 2013 for the purchase of necessary 35KV switchgear for the Substation #10.

Bidder	Total
Kriz-Davis Co	\$136,084.78

10. Licenses:

(2013 New)

- a) Quality Max Heating & Cooling Class D-M Mechanical
- b) I.M.A.C. & Heating..... Class D-M Mechanical
- c) K-Designers..... Class E-SOC Specialized Other
- d) Green 365..... Class E-SOC Specialized Other
- e) PPP Roofing, Inc Class D-R Roofing

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 20 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 2:40 p.m. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Fankhauser commented that the final Downtown Master Plan meeting was that evening from 6:00 p.m. – 8:00 p.m. and there will be light snacks. Mayor Fankhauser passed out a card with a “words of wisdom” quote on it.

Commissioner Law stated that he appreciates the Planning Commission for all their hard work and all other advisory boards.

Commissioner Cessna expressed his appreciation for the Planning Commission and the hard work they do as board members. Commissioner Cessna commented that the Sales tax report looks really good. Commissioner Cessna stated the B-17 airplane will be at the Garden City Regional Airport.

Commissioner Dale asked if it was possible to get the word out to more people to attend the Town Hall Meeting that is scheduled for July 30, 2013 at 7:00 p.m. Commissioner Dale requested a wood stick or a laser pointer for use by presenters at future meetings.

Commissioner Doll commended City Engineer Cottrell and Assistant City Engineer Mestdagh for their work on street projects and with KDOT that allowed for the recent change to allow the City to proceed with the Administration of State or Federally funded projects within the City. Commissioner Doll stated she attended the Cowboy Poetry and was amazed at the talent and she said she appreciates people like Leonard Hitz.

Petitions

PROCLAMATION

WHEREAS, 2013 Garden City High School Graduate Lindy Bilberry has been elected to serve as the 2013-2014 State Future Farmers of America President; and

WHEREAS, Miss Bilberry was elected to the position on Friday, May 31 and will represent more than 8,000 Kansas FFA members; and

WHEREAS, Miss Bilberry is a four time state champion in four different leadership career development events during her four years of competition, including: 2010 State Champion in Creed Speaking, 2011 State Champion and third place National Finalist in Extemporaneous Public Speaking, 2012 State Champion in Prepared Public Speaking, and 2013 State Champion in Job Interview, for which she will be moving on to National competition; and

WHEREAS, Miss Bilberry will travel across the state informing people about agricultural science education and FFA

NOW, THEREFORE, I, DAN FANKHAUSER, as Mayor of the City of Garden City, Kansas, hereby proclaim June 18, 2013 as

Lindy Bilberry

in Garden City, Kansas and urge all citizens to acknowledge and express their pride in this outstanding achievement and to encourage our youth in their endeavors towards excellence in life.

Signed this 18th day of June, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk



COMMUNITY MEXICAN FIESTA
ASSOCIATION OF GARDEN CITY
PO BOX 84
GARDEN CITY KS 67846

Directors:

Angelica Castillo Chappel
Golden Plains C.U.
President

Jesse Nunez
City of Garden City
Vice-President

Teresa Santos
Wasinger Chiropractic
Secretary

Jeremy Haden
Advance Auto Parts
Treasurer

Committee Representatives:

Celyn Hurtado
City of Garden City

Kristi Kells
Golden Plains C.U.

Randy Lucas
Sam's Club

Jaime Palacios
KSMM 101.5FM
La Mexicana

Shannon Partridge
City of Garden City

Enrique Rodriguez Franz
KSMM 101.5FM
La Mexicana

Blanca Vazquez
Prudential Insurance

Scholarship Pageant

Christopher Cruz
Christopher Cruz Designs
Pageant Coordinator

Klarissa Calvillo
2012 Fiesta Queen

June 13, 2013

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

Dear Mayor and City Commissioners:

On behalf of the *Board of Directors* for the *Garden City Community Mexican Fiesta Association Inc.*, I write to request the use of *Steven's Park* for the placing of a promotional sign announcing the annual event four (4) weeks prior to the event which is scheduled to take place on Saturday, September 14, 2013, immediately after the parade.

Request:

- The sign will be placed on the northwest corner of the park
- Dimensions of the sign will be 4' X 6'
- Main sponsors, name and date of event will be displayed on sign
- Placing of sign 4 weeks prior to the event

The Community Fiesta will be in charge of placing sign and labor. All graphics displayed on sign will be sent to the city for final approval.

If you have any further questions or if any additional information is needed, please feel free to contact me at (620) 260-1435 or (620) 290-6264

Thank you in advance for your time and consideration.

Sincerely,

Angelica Castillo Chappel, President
2013 Community Mexican Fiesta

The Community Mexican Fiesta is a public non-profit 501 (c) (3) organization whose mission is to celebrate Mexico's Independence from Spanish rule, to promote cultural awareness in our community, and to provide financial assistance to students hoping to attend Garden City Community College by expanding our Endowment Scholarship Fund..

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 11 June 2013

RE: REQUEST FOR SEWER AND WATER EXTENSION ON N. EIGHTH STREET

ISSUE

First Christian Church Discipulos de Cristo owns property north of Bellevue on N. Eighth Street, across the street from Cornerstone Church, and is requesting annexation and extension of the City sewer and water systems to serve their property.

BACKGROUND

This undeveloped property is currently outside the City Limits. We have 12" mains on the south side of Bellevue Avenue and west side of Eighth Street. Connection to the sewer is at Bellevue Avenue and C Street. Connection to water is a simple service tap. They anticipate construction of a new church and development of a portion of the property for housing at a later date.

This property is immediately south of the Iglesia Pentecostal Jesucristo es el Señor property which was approved for connection to sewer and water subject to an annexation agreement last month. We are looking at potential sewer service solutions for both properties.

ALTERNATIVES

Options available to the Governing Body are:

1. Approve the annexation request, staff will prepare the ordinance for your next meeting.
2. Grant the extension of City sewer and water, without annexation at this time, but subject to an annexation agreement.
3. Deny the request.

RECOMMENDATION

Staff recommends either Option No. 1 or No. 2.

FISCAL

There is no cost 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

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



First Christian Church
306 N. 7th Garden City, KS 67846
Office: 620.275.5411 Fax: 620.271.0115
www.fccgcks.org

May 20, 2013

To whom it may concern:

First Christian Church Discipulos De Cristo; Francisco Giron would like to annex the property at 0000 N. 8th Street, Garden City, KS 67846, to the City of Garden City.

Respectfully,

Pastor Guillermo Reyes

A handwritten signature in black ink, appearing to read "Guillermo Reyes", is written below the typed name.



**First Christian Church
Discipulos De Cristo**

City Limits

N 8TH ST

W BELLEVUE AVE

N C ST

N TONIO AVE

Report of the City Manager

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Dennis R Slimmer, P.E., Chief



Phone: 785-296-3841
Fax: 785-296-8168
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

June 4, 2013

Steven F. Cottrell, P.E.
City Engineer
301 N. 8th Street
PO Box 998
Garden City, KS 67846

Dear Mr. Cottrell,

Congratulations! I am pleased to announce that your Transportation Enhancement (TE) application has been selected for funding and will be included as part of the Kansas Department of Transportation (KDOT) TE Program.

The approved scope of the project involves the construction of a trail along the northerly side of K156. KDOT has approved federal funds for this project based on the total project cost estimate of \$831,000. The federal portion of funding will be 80 percent of the actual total participating project construction and construction engineering costs. The city will be responsible for the remaining construction and construction engineering costs along with preliminary engineering, right-of-way and utility costs.

The Bureau of Local Projects will be administering your project and someone from that bureau will be contacting you regarding the process to get underway.

Your project will utilize funding authorized under the federal transportation bill referred to as the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Act* (SAFETEA-LU). This funding has a limit on the amount of time it is available for use. As such, the funds must be obligated by September of 2014 or they will no longer be available. Please work diligently to develop your design plans and to get them through the KDOT review process in a timely manner. If the timeline is not met and the funds associated with this project expire there will not be other funding available to complete your project.

If you have any questions feel free to contact Becky Pepper, Bicycle and Pedestrian Coordinator, by email at rpepper@ksdot.org or by phone at 785-296-8593. Your interest in this program is appreciated, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Dennis R. Slimmer".

Dennis R. Slimmer, P.E.
Bureau Chief of Transportation Planning

cc: Ed Thornton, Bureau of Local Project
Joel Skelley, Bureau of Transportation Planning

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Dennis R. Slimmer, P.E., Chief



Phone: 785-296-3841
Fax: 785-296-8168
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

June 4, 2013

Steven Cottrell
City Engineer
301 N. 8th Street
PO Box 998
Garden City, KS 67846

Dear Mr. Cottrell

I regret to inform you that your request to the Kansas Department of Transportation (KDOT) for a Transportation Enhancement (TE) project in the Scenic and Environmental category was not selected for funding. As in years past, there was strong competition as KDOT received many exceptional applications. Overall, KDOT received ninety-one (91) total applications and had funding available to award thirty-seven (37) of those projects.

While the date of our next application round has not yet been determined, I have added your email to a distribution list in order to notify you when new funds become available.

Please contact Joel Skelley, State Multimodal Planner, if you have any questions, concerns, or would like to discuss your application. He can be reached at joelsk@ksdot.org or 785-296-4209. Your interest in the TE Program is appreciated.

Sincerely,

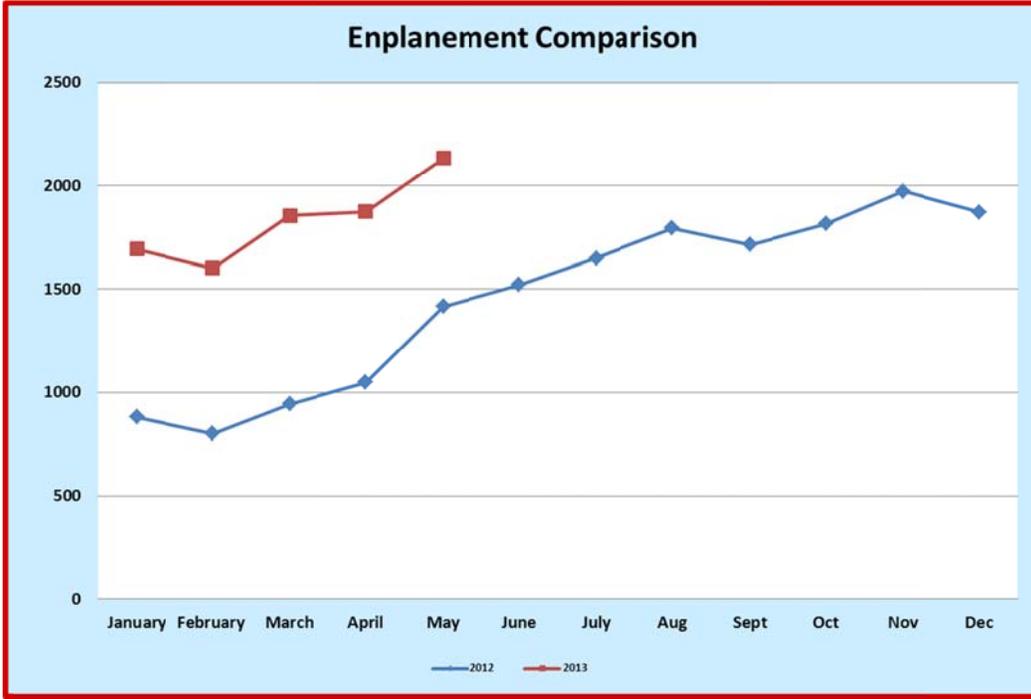
A handwritten signature in cursive script that reads "Dennis R. Slimmer".

Dennis R. Slimmer, P.E.
Bureau Chief of Transportation Planning

cc: Ed Thornton, Bureau of Local Projects
Joel Skelley, Bureau of Transportation Planning

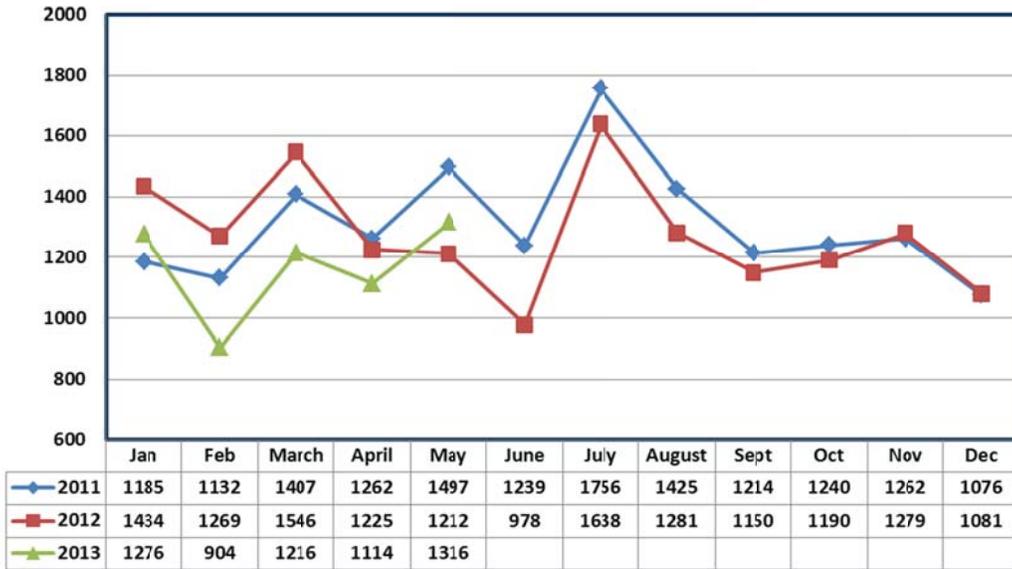
Staff Reports

GARDEN CITY REGIONAL AIRPORT MONTHLY REPORTS

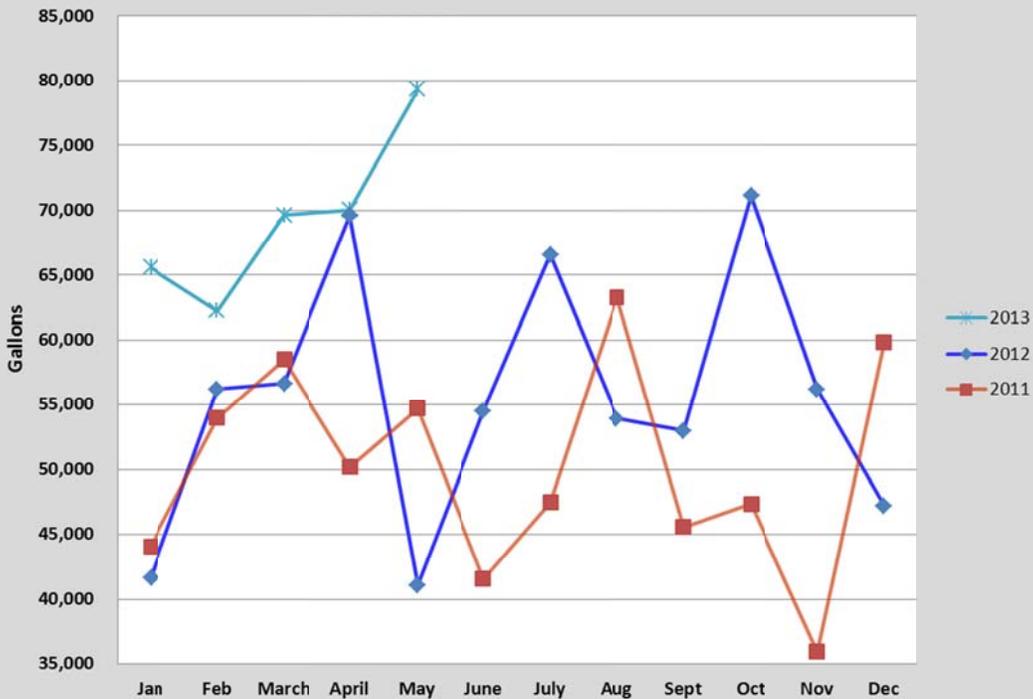


Total Enplanements			
2013	Eagle	Republic	Total
Jan.	1694	69	1763
Feb	1602	84	1686
March	1854	0	1854
April	1874	71	1945
May	2133	63	2196
June	0	0	0
July	0	0	0
Aug	0	0	0
Sept	0	0	0
Oct	0	0	0
Nov	0	0	0
Dec	0	0	0
TOTAL	9157	287	9444

Monthly Operations Comparison



Fuel Sale Comparison





YEAR TO DATE CASE TOTAL: 173

Jurisdiction	File#	Address	ParcelID	Category	Description	OpenDate	CloseDate	PW Clean Up	Resolution	Vehicle Resolution
Garden City	13-000002	2608 CHAINEY	2730503008015000.00	Unlawful Deposits	DEPOSITS IN THE RIGHT OF WAY: BED FRAME DEPOSITED IN THE ALLEY RIGHT OF WAY NEXT TO THE DUMPSTER.	1/2/2013		1/25/2013		
Garden City	13-000003	2602 CHAINEY	2730503008016000.00	Unlawful Deposits	DEPOSITS IN THE RIGHT OF WAY: BED FRAME DEPOSITED IN THE ALLEY RIGHT OF WAY NEXT TO THE DUMPSTER.	1/2/2013		1/25/2013		
Garden City	13-000043	1315 SUMMIT	2611204010017000.00	Unlawful Deposits	TREE BRANCHES & MISC. FURNITURE BY CURB	1/11/2013				
Garden City	13-000066	1510 East LAUREL	2741704007003000.00	Unlawful Deposits	BOX SPRING IN ALLEY	1/16/2013				
Garden City	13-000070	205 South SIXTH	2741804036010000.00		ILLEGAL LIVING QUARTERS, PULL BEHIND TRAILER	1/16/2013				
Garden City	13-000103	905 North TAYLOR	2661301014018000.00	Unlawful Deposits	MATTRESSES NEXT TO DUMPSTER	1/28/2013				
Garden City	13-000357	303 West CAMPBELL			RED TAG	3/25/2013				
Garden City	13-000505	1607 KELLO	2661301004007000.00	Unlawful Deposits	MATTRESS AND BOX SPRING NEXT TO DUMPSTER IN ALLEY.	4/19/2013	4/26/2013			
Garden City	13-000507	203 CONKLING	2661301038015000.00	Debris/Trash	MISC. FURNITURE, BOXES FILLED WITH PERSONAL BELONGINGS, WOOD, IRON AND DEBRIS IN REAR YARD AND ON FRONT PORCH.	4/19/2013				
Garden City	13-000509	606 North TWELFTH	2741802014012000.00	Debris/Trash	TREE LIMBS AND BRANCHES IN FRONT YARD	4/19/2013				
Garden City	13-000513	608 North TWELFTH	2741802014011000.00	Debris/Trash	FENCE MATERIAL, TIRES, MATTRESS, CONCRETE/CONSTRUCTION DEBRIS IN REAR YARD	4/19/2013	4/29/2013			
Garden City	13-000514	203 CONKLING	2661301038015000.00	Vehicles	INOPERABLE VEHICLES, RED DODGE PICKUP & BEIGE 4DOOR CAR	4/19/2013				
Garden City	13-000515	1108 North ELEVENTH	2730703034004000.00	Weeds	OVERGROWN WEEDS IN ALLEY RIGHT-OF-WAY	4/19/2013	4/29/2013			
Garden City	13-000524	2109 DENNISON	2730801013031000.00	Unlawful Deposits	TREE LIMBS AND SWIMMING POOL IN ALLEY RIGHT-OF-WAY NEXT TO DUMPSTER	4/22/2013	5/20/2013			
Garden City	13-000525	2104 North THIRD	2730802013010000.00	Vehicles	INOPERABLE OR UNTAGGED VEHICLES LOCATED IN REAR OF PROPERTY.	4/22/2013				
Garden City	13-000526	2112 North THIRD	2730802013009000.00	Debris/Trash	TREE LIMBS/BRANCHES & DEBRIS IN REAR YARD	4/22/2013				
Garden City	13-000527	513 West EMERSON	2730702001007000.00	Debris/Trash	DEAD TREES & LOT IS TRASHY	4/22/2013	4/22/2013			
Garden City	13-000528	603 HARDING	2730803015011000.00	Unlawful Deposits	MATTRESS NEXT TO DUMPSTER	4/22/2013	4/30/2013			
Garden City	13-000530	1904 CRESTWAY	2730804002002000.00	Debris/Trash	TRASH, DEBRIS, MISC. FURNITURE, FECAL MATTER IN FRONT YARD AND UNDER CARPORT	4/22/2013				
Garden City	13-000531	641 WHEATRIDGE	2730802005016000.00	Unlawful Deposits	COUCH & TREE LIMBS/BRANCHES IN ALLEY RIGHT-OF-WAY	4/22/2013	5/7/2013			
Garden City	13-000532	649 WHEATRIDGE	2730802005018000.00	Unlawful Deposits	TREE BRANCHES/LIMBS IN ALLEY RIGHT-OF-WAY	4/22/2013	4/30/2013			
Garden City	13-000533	645 WHEATRIDGE	2730802005017000.00	Unlawful Deposits	TREE BRANCHES/LIMBS IN ALLEY RIGHT-OF-WAY	4/22/2013				
Garden City	13-000535	1802 PAWNEE	2730801013002000.00	Weeds	OVERGROWN WEEDS IN ALLEY RIGHT-OF-WAY	4/22/2013	5/13/2013			
Garden City	13-000546	2104 North THIRD	2730802013010000.00	Debris/Trash	PERSONAL BELONGINGS, JUNK, BOXES, MISCELLANEOUS DEBRIS UNDER CARPORT AND IN REAR YARD.	4/22/2013				
Garden City	13-000547	2112 North THIRD	2730802013009000.00	Weeds	DRIED/DEAD OVERGROWN WEEDS	4/22/2013				
Garden City	13-000548	2112 North THIRD	2730802013009000.00	Unlawful Deposits	TREE BRANCHES/LIMBS NEXT TO DUMPSTER IN ALLEY RIGHT-OF-WAY	4/23/2013				

Garden City	13-000551	609 East CHESTNUT	2741804012007000.00	Unlawful Deposits	WOOD PALLETS IN STREET RIGHT-OF-WAY	4/23/2013				
Garden City	13-000552	609 East CHESTNUT	2741804012007000.00	Debris/Trash	MISC. DEBRIS, WOOD, PLASTIC TUBS & TRASH IN YARD	4/23/2013				
Garden City	13-000553	609 East CHESTNUT	2741804012007000.00	Vehicles	BOAT PARKED ON AN UNIMPROVED SURFACE ON WEST SIDE OF PROPERTY	4/23/2013				
Garden City	13-000554	1106 East CHESTNUT	2741703027004000.00	Unlawful Deposits	TREE LIMBS/BRANCHES, TELEPHONE POLE, WOOD PALLET IN ALLEY RIGHT-OF-WAY	4/23/2013				
Garden City	13-000555	411 North FOURTH	2741804004001000.00	Debris/Trash	REAR YARD TRASHY AND SIDE DOOR KEEPS FLAPPING IN WIND.	4/22/2013	4/22/2013			
Garden City	13-000556	401 North SIXTH	2741801042007000.00	Vehicles	INOPERABLE OR UNTAGGED VEHICLES	4/23/2013				
Garden City	13-000561	NE SPRUCE & JENNIE BARKER SEC 15 24-32	2751500006021040.00	Weeds	OVERGROWN WEEDS THAT ARE DEAD AND DRIED UP.	4/23/2013	5/30/2013			
Garden City	13-000562	107 North JENNIE BARKER	2751604001016000.00	Debris/Trash	TIRES, DRESSER & WOOD DEBRIS NEXT TO DUMPSTERS	4/23/2013				
Garden City	13-000566	929 & 933 AMY	2751601014001000.00	Unlawful Deposits	TUMBLE WEEDS BEHIND FENCE IN ALLEY	4/23/2013	5/2/2013			
Garden City	13-000568	937 & 941 AMY	2751601015012000.00	Unlawful Deposits	TUMBLE WEEDS BEHIND FENCE IN ALLEY	4/23/2013	5/2/2013			
Garden City	13-000569	945 & 949 AMY	2751601015010000.00	Unlawful Deposits	TUMBLE WEEDS BEHIND FENCE IN ALLEY	4/23/2013	5/2/2013			
Garden City	13-000570	953 & 957 AMY	2751601015008000.00	Unlawful Deposits	TUMBLE WEEDS BEHIND FENCE IN ALLEY	4/23/2013	5/2/2013			
Garden City	13-000571	535 JENNA Lane	2751604004002.00	Debris/Trash	REFRIGERATORS IN REAR YARD AROUND PATIO COVER	4/23/2013	5/10/2013			
Garden City	13-000573	938 & 942 AMY	2751601015016.00	Unlawful Deposits	LOVESEAT NEXT TO DUMPSTER IN ALLEY RIGHT-OF-WAY	4/23/2013				
Garden City	13-000577	1911 East KANSAS	2730804017001000.00		CMB INSPECTION	4/24/2013	4/24/2013			
Garden City	13-000578	1620 SUMMIT	2611204006008000.00	Vehicles	INOPERABLE VEHICLES IN DRIVEWAY	4/24/2013	5/9/2013			
Garden City	13-000579	1605 GEORGE	2661301011008000.00	Debris/Trash	COUCH, MISCELLANEOUS FURNITURE IN FRONT YARD	4/24/2013				5/31/2013
Garden City	13-000580	2404 DEE	2611201001014000.00	Animals	ROOSTERS IN REAR YARD	4/24/2013				
Garden City	13-000583	1606 East SPRUCE	2741704003008000.00	Unlawful Deposits	CONCRETE DEBRIS IN CITY RIGHT-OF-WAY	4/24/2013	5/1/2013			
Garden City	13-000587	2316 DEE	2611201001016000.00		SEMI-TRUCK PARKED IN REAR YARD	4/24/2013	5/1/2013			
Garden City	13-000596	1515 HATTIE	2730703011021000.00	Unlawful Deposits	CARPET & PADDING NEXT TO DUMPSTER IN ALLEY RIGHT-OF-WAY	4/25/2013	5/15/2013			
Garden City	13-000597	1515 HATTIE	2730703011021000.00	Debris/Trash	DEAD TREE IN REAR YARD	4/25/2013				
Garden City	13-000598	806 PEARL	2661301010005000.00	Debris/Trash	TRASH ON BACK PORCH	4/25/2013	4/25/2013			
Garden City	13-000599	2005 North MAIN	2730701027009000.00	Vehicles	INOPERABLE OR UNTAGGED VEHICLES	4/25/2013	5/17/2013			
Garden City	13-000603	2320 North SEVENTH	2730701013004.00	Debris/Trash	TRASH BUILT UP IN REAR YARD	4/25/2013				
Garden City	13-000604	1707 PRAIRIE PARK	2730803011009000.00	Unlawful Deposits	TRASH AROUND DUMPSTER	4/25/2013	4/25/2013			
Garden City	13-000605	906 East THOMPSON	2730802009001000.00	Vehicles	INOPERABLE VEHICLE	4/25/2013				
Garden City	13-000623	4010 North BIG LOWE	2393100001010000.00		DOG BREEDING OPS	4/29/2013				
Garden City	13-000625	1607 KELLO	2661301004007000.00	Debris/Trash	TREE LIMB, MATTRESS & BOX SPRING IN REAR YARD	4/29/2013				
Garden City	13-000649	1311 B	2730704026001000.00	Unlawful Deposits	LOVESEAT, CARPET AND PADDING NEXT TO CURB ON NORTH SIDE OF LOT	5/2/2013	5/10/2013			
Garden City	13-000650	1311 B	2730704026001000.00	Trash	MISCELLANEOUS FURNITURE IN REAR YARD	5/2/2013				
Garden City	13-000651	1405 B STREET	2730704025009000.00	Unlawful Deposits	RECLINER & MATTRESS NEXT TO DUMPSTER IN ALLEY ROW	5/2/2013			5/28/2013	
Garden City	13-000652	1401 B	2730704025008000.00	Unlawful Deposits	MATTRESS NEXT TO DUMPSTER IN ALLEY	5/2/2013				
Garden City	13-000654	3219 AMY	2751601016003000.00	Weeds	OVERGROWN WEEDS ON PROPERTY	5/2/2013				
Garden City	13-000655	1806 BUFFALO JONES	2611204012001000.00	Unlawful Deposits	CARD BOARD BOXED MIXED WITH TRASH BEHIND DUMPSTER	5/2/2013	6/6/2013			
Garden City	13-000656	509 North NINTH	2741802021014000.00	Vehicles	INOPERABLE VEHICLES	5/2/2013				
Garden City	13-000659	210 South SECOND	2741804041005000.00	Unlawful Deposits	SEWAGE DRAINING ON TO PROPERTY FROM PIPE IN GROUND ON THE NORHT SIDE OF HOUSE. PROPERTY OWNER SAYS THEY ARE HAVING PLUMBING PROBLEMS INSIDE THE HOUSE.	5/2/2013	5/7/2013			
Garden City	13-000666	2312 North SIXTH	2730701014007000.00		PARKING ON AN UNIMPROVED SURFACE	5/3/2013	5/10/2013			
Garden City	13-000667	1609 CONKLING	2611204006019000.00	Weeds	OVERGROWN WEEDS	5/3/2013				
Garden City	13-000668	1612 West KANSAS	2661301004005000.00	Weeds	OVERGROWN WEEDS	5/3/2013				
Garden City	13-000669	1001 SAFFORD	2661301005010000.00		OVERGROWN WEEDS	5/3/2013	5/10/2013			
Garden City	13-000670	912 SAFFORD	2661301011004000.00	Weeds	OVERGROWN WEEDS	5/3/2013	5/10/2013			

Garden City	13-000681	109 West MENDENHALL	2730701010005000.00	Weeds	Overgrown weeds in yard & in street ROW	5/6/2013				
Garden City	13-000692	1022 North SIXTH	2741801005002000.00	Unlawful Deposits	Loveseat & chair in street ROW	5/7/2013	5/16/2013			
Garden City	13-000695	208 East FAIR	2730701032002000.00	Unlawful Deposits	Tree limbs/branches in street ROW	5/7/2013	5/16/2013			
Garden City	13-000698	1830 COMMANCHE	2720903001001000.00	Weeds	OVERGROWN WEEDS IN STREET RIGHT-OF-WAY	5/8/2013				
Garden City	13-000700	801 North NINTH	2741802002012000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & ROW'S	5/7/2013				
Garden City	13-000715	1005 West OLIVE	2730703004017000.00	Vehicles	INOPERABLE VEHICLES	5/9/2013				
Garden City	13-000721	310 North FIFTH	2741804010003000.00		OVERGROWN WEEDS	5/9/2013	5/28/2013			
Garden City	13-000724	0 East MARY	2730504016005010.00	Weeds	OVERGROWN WEEDS	5/9/2013				
Garden City	13-000725	1705 East MARY	2730504018001000.00	Weeds	OVERGROWN WEEDS	5/9/2013				
Garden City	13-000731	1405 West OLIVE	2611204006016000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/10/2013				
Garden City	13-000738	912 CAMPUS	2751602004003000.00	Weeds	OVERGROWN WEEDS	5/13/2013	5/31/2013			
Garden City	13-000748	601 West HAMLIN	2730702011009000.00	Weeds	TREE BRANCHES IN ALLEY ROW	5/14/2013				
Garden City	13-000749	1508 West FULTON	2661304002010000.00	Weeds	OVERGROWN WEEDS	5/14/2013				
Garden City	13-000750	2005 ARAPAHO	2720902014006000.00	Unlawful Deposits	MATTRESS NEXT TO DUMPSTER	5/14/2013	5/21/2013			
Garden City	13-000751	212 BUFFALO JONES	2741802011002000.00	Weeds	Overgrown weeds	5/14/2013				
Garden City	13-000752	903 North NINTH	2741802002015000.00	Weeds	Overgrown weeds	5/14/2013	6/4/2013			
Garden City	13-000754	920 North NINTH	2741802001006010.00	Weeds	Overgrown weeds	5/14/2013	5/28/2013			
Garden City	13-000755	1017 North ELEVENTH	2741802004001000.00	Weeds	OVERGROWN WEEDS	5/14/2013	5/21/2013			
Garden City	13-000756	510 West KANSAS	2741802004004000.00	Weeds	OVERGROWN WEEDS	5/14/2013	5/21/2013			
Garden City	13-000757	1101 North NINTH	2730703033006000.00	Weeds	OVERGROWN WEEDS	5/14/2013	5/28/2013			
Garden City	13-000759	1005 West OLIVE	2730703004017000.00	Debris/Trash	ENVIRONMENTAL YARD-AUTO PARTS, TIRES, MISC. JUNK ON PROPERTY	5/14/2013	5/21/2013			
Garden City	13-000762	1205 North EIGHTH	2730703030010000.00	Work w/o Permit	OVERGROWN WEEDS	5/15/2013				
Garden City	13-000763	1207 North EIGHTH	2730703030011000.00	Weeds	OVERGROWN WEEDS	5/15/2013				
Garden City	13-000764	1211 North EIGHTH	2730703030001000.00	Weeds	OVERGROWN WEEDS	5/15/2013	5/22/2013			
Garden City	13-000765	1108 HATTIE	2730703031001000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/15/2013	5/21/2013			
Garden City	13-000766	1304 North EIGHTH	2730704026006000.00	Weeds	Overgrown weeds	5/15/2013				
Garden City	13-000767	1306 North EIGHTH	2730704026005000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/15/2013	6/7/2013			
Garden City	13-000768	501 West OLIVE	2730703013015000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/15/2013	6/7/2013			
Garden City	13-000774	1412 North EIGHTH	2730704025002000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/15/2013	5/24/2013			
Garden City	13-000775	1310 North EIGHTH	2730704026003000.00	Weeds	OVERGROWN IN REAR YARD & IN ALLEY ROW'S	5/15/2013				
Garden City	13-000776	311 West OLIVE	2730704025006000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & STREET ROW	5/15/2013	6/7/2013			
Garden City	13-000777	1302 North EIGHTH	2730704026007000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & STREET ROW	5/15/2013	5/22/2013			
Garden City	13-000779	1305 North EIGHTH	2730703014011000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/15/2013	5/22/2013			
Garden City	13-000789	301 North FOURTH	2741804010008000.00	Weeds	Overgrown weeds on property & in ROW's	5/16/2013	5/23/2013			
Garden City	13-000790	2020 CRESTWAY	2720903004005000.00	Unlawful Deposits	TREE BRANCHES IN ALLEY	5/16/2013	6/7/2013			
Garden City	13-000791	306 North FOURTH	2741804011006010.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/16/2013	5/23/2013			
Garden City	13-000792	310 North FOURTH	2741804011004000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/16/2013	6/4/2013			
Garden City	13-000793	312 North FOURTH	2741804011003000.00	Weeds	Overgrown weeds on property & in ROW's	5/16/2013	6/4/2013			
Garden City	13-000794	308 North FOURTH	2741804011005000.00	Weeds	Overgrown weeds on property & in ROW's	5/16/2013	5/23/2013			
Garden City	13-000797	2315 TONIO	2730702005009010.00	Weeds	WEEDS IN ALLEY ROW	5/17/2013	5/24/2013			
Garden City	13-000799	301 North EIGHTH	2741803002008000.00	Weeds	Overgrown weeds on property & in ROW's	5/17/2013				
Garden City	13-000800	2601 C STREET	2730604008011000.00	Weeds	Overgrown weeds	5/17/2013	5/28/2013			
Garden City	13-000808	2315 TONIO	2730702005009010.00	Unlawful Deposits	BROKEN PIECES OF CONCRETE IN ALLEY ROW	5/17/2013				
Garden City	13-000809	2315 TONIO	2730702005009010.00	Debris/Trash	MATTRESS & SOFA/SEAT IN REAR YARD	5/17/2013	5/24/2013			
Garden City	13-000810	2311 TONIO	2730702005009000.00	Weeds	OVERGROWN WEEDS IN ALLEY ROW	5/17/2013	5/24/2013			

Garden City	13-000811	414 West MARY	2730701006011000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/17/2013	5/31/2013			
Garden City	13-000814	1410 A	2730704023003000.00	Debris/Trash	OVERGROWN WEEDS	5/20/2013	5/30/2013			
Garden City	13-000815	1601 VINZANT	2661301011016000.00	Trash	TRASH BAGS FULL OF TRASH ON PROPERTY	5/20/2013				
Garden City	13-000817	802 PEARL	2661301010007000.00	Weeds	Overgrown weeds	5/20/2013	5/31/2013			
Garden City	13-000822	710 FLEMING	2741701014006000.00	Weeds	OVERGROWN WEEDS	5/20/2013				
Garden City	13-000824	1601 VINZANT	2661301011016000.00	Vehicles	INOPERABLE VEHICLE	5/20/2013	6/4/2013			
Garden City	13-000829	1410 A	2730704023003000.00	Debris/Trash	ENVIRONMENTAL YARD- MISC. BROKEN FURNITURE, ALUMINUM CANS & AIR CONDITIONING UNIT ON PROPERTY	5/20/2013				
Garden City	13-000830	1410 A	2730704023003000.00	Vehicles	INOPERABLE VEHICLE	5/20/2013				
Garden City	13-000839	2508 LAMPLIGHTER	2730802002002000.00	Weeds	OVERGROWN WEEDS IN ALLEY ROW	5/21/2013	5/30/2013			
Garden City	13-000841	1601 East MARY	2730504016005010.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/21/2013	6/4/2013			
Garden City	13-000842	2001 East MARY	2720400003006000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013	6/4/2013			
Garden City	13-000843	2002 LABRADOR	2720400003004000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013	6/4/2013			
Garden City	13-000844	2301 East MARY	2720400002002000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013	6/4/2013			
Garden City	13-000845	1303 North TAYLOR	2611204008003000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013	5/31/2103			
Garden City	13-000846	1504 BUFFALO JONES	2611204016001000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013	5/31/2013			
Garden City	13-000847	712 INGE	2661301021003000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013				
Garden City	13-000848	407 West MARY	2730604008009000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN RIGHT-OF-WAY	5/21/2013	5/24/2013			
Garden City	13-000849	411 West MARY	2730604008008010.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/21/2013	5/28/2013			
Garden City	13-000850	521 North EIGHTH	2741802022001000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN RIGHT-OF-WAY'S	5/21/2013				
Garden City	13-000851	2005 North MAIN	2730701027009000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN RIGHT-OF-WAY'S	5/21/2013				
Garden City	13-000855	1607 GEORGE	2661301011007000.00	Weeds	WEEDS ON PROPERTY	5/21/2013				
Garden City	13-000859	521 COLONY	2751603008013000.00	Weeds	OVERGROWN WEEDS	5/22/2013	6/5/2013			
Garden City	13-000871	704 East JOHNSON	2730803005002000.00	Weeds	OVERGROWN YARD	5/22/2013	5/24/2013			
Garden City	13-000873	1511 East CHESTNUT	2741704007010000.00	Debris/Trash	TRASH & JUNK BY DUMPSTER	5/22/2013				
Garden City	13-000876	2317 TONIO	2730702005009020.00	Debris/Trash	RUBBER BELT TYPE MATERIAL LAYING IN ALLEY	5/22/2013	5/24/2013			
Garden City	13-000877	1405 B	2730704025009000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ALLEY ROW	5/22/2013				
Garden City	13-000878	1407 B	2730704025010000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ALLEY ROW	5/22/2013	5/31/2013			
Garden City	13-000880	1008 North ELEVENTH	2741802003010000.00	Weeds	OVERGROWN WEEDS	5/23/2013				
Garden City	13-000882	603 MULBERRY	2741802008007000.00	Vehicles	INOPERABLE AND/OR UNTAGGED WHITE CHEVY LUMINA MINI-VAN	5/23/2013				
Garden City	13-000891	2001 North THIRD	2730701031010000.00	Weeds	OVERGROWN WEEDS IN ROW	5/23/2013				
Garden City	13-000892	2002 North SEVENTH	2730701032008000.00	Weeds	OVERGROWN WEEDS	5/23/2013	5/31/2013			
Garden City	13-000893	909 East FAIR	2730802012021000.00	Debris/Trash	CABINET IN DRIVEWAY IN REFRIGERATOR	5/23/2013				
Garden City	13-000897	706 East JOHNSON	2730803005001000.00	Weeds	OVERGROWN WEEDS	5/23/2013	6/3/2013			
Garden City	13-000899	601 East KANSAS	2730803025005000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/23/2013	6/3/2013			
Garden City	13-000900	2005 North MAIN	2730701027009000.00	Debris/Trash	LIVING ROOM CHAIRS, AUTO PARTS & SCRAP METAL ON PROPERTY	5/23/2013	5/24/2013			
Garden City	13-000901	1401 B STREET	2730704025008000.00	Weeds	OVERGROWN WEEDS IN ALLEY ROW	5/28/2013	5/31/2013			
Garden City	13-000909	510 CAMPUS	2751603010021020.00	Weeds	OVERGROWN WEEDS IN STREET RIGHT-OF-WAY	5/24/2013	6/5/2013			
Garden City	13-000910	1107 GILLESPIE	2741702024014000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET RIGHT-OF-WAY	5/24/2013				
Garden City	13-000911	2021 North THIRD	2730701031001000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN RIGHT-OF-WAY	5/24/2013				
Garden City	13-000915	702 East WALNUT	2741702028002000.00		OVERGROWN REAR YARD	5/24/2013				
Garden City	13-000917	1012 North MAIN	2741801007004000.00	Debris/Trash	MISC. FURNITURE IN FRONT OF HOUSE	5/28/2013				

Garden City	13-000922	1105 North NINTH	2730703033007000.00	Weeds	OVERGROWN WEEDS ON PROPERTY	5/28/2013				
Garden City	13-000923	2614 C STREET	2730604009001010.00	Unlawful Deposits	2 COUCHES BY DUMPSTER	5/28/2013				
Garden City	13-000924	2311 North MAIN	2730701011001000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/28/2013	6/5/2013			
Garden City	13-000926	613 North NINTH	2741802012020000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/28/2013	6/6/2013			
Garden City	13-000927	519 North NINTH	2741802021001000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN ROW'S	5/28/2013				
Garden City	13-000928	519 North NINTH	2741802021001000.00	Unlawful Deposits	WOOD SCRAPS/DEBRIS & TREE LIMBS/BRANCHES ON PROPERTY & IN STREET RIGHT-OF-WAY	5/28/2013				
Garden City	13-000930	509 North NINTH	2741802021014000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/28/2013				
Garden City	13-000943	407 West FULTON	2741803004008000.00	Unlawful Deposits	MATTRESS IN ALLEY	5/30/2013				
Garden City	13-000944	906 North SEVENTH	2741801011005000.00	Unlawful Deposits	TRASH AROUND DUMPSTER	5/30/2013				
Garden City	13-000945	3318 PRIMROSE	2720402005001000.00	Weeds	OVERGROWN WEEDS	5/30/2013				
Garden City	13-000946	1907 Vinzant Street	2661301007007.00	Weeds	VIOLATIONS?	5/30/2013				
Garden City	13-000947	506 North NINTH	2741802022009000.00	Weeds	OVERGROWN WEEDS	5/30/2013				
Garden City	13-000948	2007 North THIRD	2730701031012000.00	Weeds	OVERGROWN WEEDS	5/30/2013	6/4/2013			
Garden City	13-000953	107 North JENNIE BARKER	2751604001016000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/30/2013				
Garden City	13-000954	105 North JENNIE BARKER	2751604001017000.00	Weeds	OVERGROWN WEEDS ON PROPERTY & IN STREET ROW	5/30/2013				
Garden City	13-000963	305 West MARY	2730604009001010.00	Debris/Trash	BROWN RECLINER NEXT TO FRONT DOOR	5/31/2013				
Garden City	13-000964	311 North SECOND	2741804012001000.00	Weeds	OVERGROWN WEEDS	5/31/2013				
Garden City	13-000965	309 West CAMPBELL	2730704006002000.00	Weeds	OVERGROWN WEEDS	5/31/2013				

FINNEY COUNTY

2013 MONTHLY BUILDING REPORT

2013 Monthly Report		Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits <i>(two or more attached dwellings)</i>	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits <i>(Utility, Religious, Public or Non-Profit Projects)</i>	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
JAN	Fee	-	916.20	-	651.30	235.00	212.00	-	-	2,014.50	26
	Permits	-	3	-	5	3	1	-	-	12	
	Valuation	-	149,717	-	93,125	31,600	40,000	-	-	314,442	
FEB	Fee	3827.05	-	-	965.10	641.00	-	638	-	6071	36
	Permits	4	-	-	8	2	-	3	-	17	
	Valuation	916,152	-	-	95,780	100,000	-	127,650	-	1,239,582	
MAR	Fee	2164.50	-	-	913.10	-	-	-	-	3077.60	43
	Permits	3	-	-	11	-	-	-	-	14	
	Valuation	482,900	-	-	75,375	-	-	-	-	558,275	
APR	Fee	924.80	-	-	479.80	462.00	2,824.00	192.00	701.00	5,583.60	51
	Permits	3	-	-	13	1	1	4	2	24	
	Valuation	149,550	-	-	20,328	75,000	800,000	18,933	130,000	1,193,811	
MAY	Fee	-	111.00	-	315.80	-	-	461.00	-	887.80	37
	Permits	-	1	-	8	-	-	1	-	10	
	Valuation	-	23,000	-	19,781	-	-	60,000	-	102,781	
JUN	Fee										
	Permits										
	Valuation										
JUL	Fee										
	Permits										
	Valuation										
AUG	Fee										
	Permits										
	Valuation										
SEP	Fee										
	Permits										
	Valuation										
OCT	Fee										
	Permits										
	Valuation										
NOV	Fee										
	Permits										
	Valuation										
DEC	Fee										
	Permits										
	Valuation										
2013 TOTAL PERMITS		10	4	0	45	6	2	8	2	17,634.50	193
										77	
										3,408,891	

GARDEN CITY

2013 MONTHLY BUILDING REPORT

2013 Monthly Report		Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
JAN	Fee	477.00	-	-	1409.70	2,906.00	-	8561.00	151.30	13,505.00	114
	Permits	1	-	-	38	11	-	3	6	59	
	Valuation	90,876	-	-	97,708	364,585	-	3,925,000	19,222	4,497,391	
FEB	Fee	845.90	-	-	1451.80	517.00	-	2245.50	-	5060.20	97
	Permits	2	-	-	44	1	-	16	-	63	
	Valuation	202,820	-	-	110,194	100,000	-	40,450	-	453,464	
MAR	Fee	786.50	-	-	2776.00	22,537.07	100.00	721.00	30.00	26,950.57	90
	Permits	1	-	-	75	1	1	18	1	97	
	Valuation	185,000	-	-	269,054	2,350,000	10,000	118,550	-	2,932,604	
APR	Fee	987.40	-	-	3,739.20	10,663.00	-	1,688.60	150.00	17,228.20	91
	Permits	3	-	-	95	1	-	19	3	121	
	Valuation	609,000	-	-	390,875	6,000,000	-	143,955	0.00	7,143,830	
MAY	Fee	960.00	54.00	-	3,600.40	667.70	-	4,980.87	266.80	10,529.77	126
	Permits	4	1	-	108	1	-	21	4	139	
	Valuation	614,200	2,800	-	351,769	148,900	-	1,278,261	40,980	2,436,910	
JUN	Fee										
	Permits										
	Valuation										
JUL	Fee										
	Permits										
	Valuation										
AUG	Fee										
	Permits										
	Valuation										
SEP	Fee										
	Permits										
	Valuation										
OCT	Fee										
	Permits										
	Valuation										
NOV	Fee										
	Permits										
	Valuation										
DEC	Fee										
	Permits										
	Valuation										
2013 TOTAL PERMITS		11	1	0	360	15	1	77	1049	73,273.74	518
									479		
									17,464,199		

councildistrict	permittertype	address	amount	value	purpose	structure	projectdescription
Finney County	BUILDING PERMIT	1990 CHMELKA	74.00	3,500	Building	Residential Remodel	35'X50' STORAGE BUILDING. (1750 SQ FT)
Finney County	BUILDING PERMIT	1812 LINCOLN	27.00	3,000	Building	Residential Remodel	36x20 STORAGE SHED
Finney County	BUILDING PERMIT	1521 Harvest Lane	27.00	2,832	Building	Residential Remodel	Five windows replacement. All bedrooms shall have a minimum net clear opening of 5.7 square feet.
Finney County	BUILDING PERMIT	608 South 83 FRONTAGE Road	38.00	1,000	Building	Residential Remodel	R/R SHINGLES
Finney County	MECHANICAL	108 WELLINGTON	46.80	4,700	Mechanical	Residential Remodel	C/O A/C
Finney County	GAS	7505 East MARY	38.00	1,350	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	GAS	985 CRABAPPLE	38.00	400	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	BUILDING PERMIT	1090 North JENNIE BARKER	27.00	3,000	Building	Residential Remodel	REROOF
Finney County	BUILDING PERMIT	33745 East Highway 156	461.00	60,000	Building	Commercial/Industrial Remodel	280' Self Support Tower and 12'x30' equipment shelter within 70'x70' fenced in compound
Finney County	UTILITY	2660 Ray Road	65.32	0	Electrical	Residential Remodel	CONNECT FEE
Finney County	BUILDING PERMIT	1225 ROLLING HILLS	111.00	23,000	Building	SF Residential Includes Modular	MOVE 1998 16X80 MOBILE HOME
Garden City	MECHANICAL	707 INGE	24.30	2,875	Mechanical	Residential Remodel	C/O A/C
Garden City	ELECTRICAL	705.5 West BUFFALO JONES Avenue	27.00	400	Electrical	Commercial/Industrial Remodel	HOOK UP TEMP. SERVICE TO TRAILER
Garden City	ELECTRICAL	211 West OLIVE	27.00	780	Electrical	Residential Remodel	REWORK SERVICE UPGRADE 60 TO 100 AMP
Garden City	BUILDING PERMIT	105 East HACKBERRY	27.00	300	Building	Residential Remodel	R/R SASHES WITH CASEMENT SASH AND BUILD BOOK-CASE STAIRS
Garden City	MECHANICAL	115 North MAIN	52.00	5,000	Mechanical	Commercial/Industrial Remodel	REPLACE FURNACE
Garden City	MECHANICAL	1007 East HAMLIN	24.30	2,895	Mechanical	Residential Remodel	Change out 2 1/2 ton A/C and Evap. coil.
Garden City	BUILDING PERMIT	1901 North EIGHTH Street	10.00	800	Building	Residential Remodel	4' CHAIN FENCE
Garden City	BUILDING PERMIT	902 THERON	190.00	50,000	Building	Residential Remodel	HOUSE REMODEL-SIDING, WINDOWS. NOT MOVING ANY WALLS. NO PATIO DECK AT THIS TIME
Garden City	CURB CUT	532 GARDEN	5.00	0	Curb Cut	Residential Remodel	3'X20' DRIVEWAY EXTENSION
Garden City	CURB CUT	2405 A	0.00	0	Curb Cut	Residential Remodel	SIDEWALK, CURB, GUTTER, DRIVEWAY
Garden City	MECHANICAL	619 East MARY	46.80	5,980	Mechanical	Misc	C/O A/C
Garden City	PLUMBING	606 West HAMLIN	27.00	650	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	509 MEEKER	27.00	500	Building	Residential Remodel	REPLACE SIDING
Garden City	BUILDING PERMIT	611 GARDEN CITY	27.00	2,000	Building	Residential Remodel	REMOVE CONCRETE AND REPLACE WITH 5'X30' CONCRETE PATIO
Garden City	BUILDING PERMIT	807 INGE	10.00	500	Building	Residential Remodel	4' CHAIN FENCE
Garden City	CURB CUT	124 GRANT	5.00	0	Curb Cut	Commercial/Industrial Remodel	CURB CUT FOR SIDEWALK
Garden City	EXCAVATION	405 East LAUREL	5.00	0	Excavation	Residential Remodel	REPAIR SEWER LINE IN ALLEY
Garden City	BUILDING PERMIT	536 JENNA Lane	52.00	4,900	Building	Residential Remodel	12x14 STORAGE SHED
Garden City	CURB CUT	1916 BUFFALO JONES	10.00	2,000	Curb Cut	Commercial/Industrial Remodel	SIDEWALK AND DRIVEWAY
Garden City	BUILDING PERMIT	2308 East KANSAS Avenue	2,790.02	829,000	Building	Commercial/Industrial Remodel	INTERIOR REMODEL FOR NEW DAVITA DIALYSIS CENTER

Garden City	PLUMBING	2322 North SIXTH	27.00	800	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	203 North ELEVENTH	27.00	600	Building	Residential Remodel	4' WIDE SIDEWALK
Garden City	BUILDING PERMIT	2314 C	100.00	10,000	Building	Residential Remodel	36X24 GARAGE
Garden City	CURB CUT	3340 North FARMLAND	16.00	0	Curb Cut	Residential Remodel	R/R DRIVEWAY
Garden City	CURB CUT	1604 YORK	5.00	0	Curb Cut	Residential Remodel	REPLACE DRIVEWAY
Garden City	SIGN PERMIT	405 main	0.00	0	Wall Sign	Misc	4'X8' SIGN FOR AMERICAN LEGION
Garden City	BUILDING PERMIT	1108 Pearl Street	27.00	699	Building	Commercial/Industrial Remodel	10x10 storage unit
Garden City	BUILDING PERMIT	1708 East FAIR Street	27.00	2,000	Building	Residential Remodel	10X10 PORCH, SIDEWALK, & 20X20 DRIVEWAY
Garden City	BUILDING PERMIT	2001 A	100.00	10,000	Building	Residential Remodel	30X15 ADDITION
Garden City	CURB CUT	2007 FLEMING	10.00	0	Curb Cut	Residential Remodel	INSTALL DRIVEWAY, REMOVE CURB AND SIDEWALK, INSTALL APPROACH
Garden City	PLUMBING	1016 North FIFTH	27.00	1,000	Plumbing	Residential Remodel	REPLACE SEWER LINE IN ALLEY
Garden City	PLUMBING	1216 BELMONT	27.00	1,000	Plumbing	Residential Remodel	REPLACE WATER HEATER
Garden City	CURB CUT	2708 C	5.00	200	Curb Cut	Commercial/Industrial Remodel	SIDEWALK
Garden City	BUILDING PERMIT	705 AMY	100.00	10,000	Building	Residential Remodel	BASEMENT REMODEL
Garden City	BUILDING PERMIT	2514 North EIGHTH	27.00	960	Building	Residential Remodel	64 SQ FT DECK REPLACEMENT
Garden City	BUILDING PERMIT	1907 B	10.00	300	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	4101 HWY 50 #78	27.00	1,200	Building	Residential Remodel	COVERED DECK(NOT ATTACHED)
Garden City	PLUMBING	708 East THOMPSON	27.00	1,000	Plumbing	Residential Remodel	REPLACE WATER HEATER
Garden City	ELECTRICAL	701 MEADOWVIEW	27.00	1,000	Electrical	Residential Remodel	Change 100 amp too 200 amp
Garden City	BUILDING PERMIT	2022 North Commanche Drive	27.00	1,975	Building	Residential Remodel	Replace 8'x8' utility shed
Garden City	BUILDING PERMIT	142 CLOVERLEAF	27.00	700	Building	Residential Remodel	11'X12' PATIO COVER-INSPECTOR TO VERIFY LOCATION OF IMP PRIOR TO APPROVAL.
Garden City	CURB CUT	1303 North MAIN	10.00	0	Curb Cut	Residential Remodel	REMOVE GRAVEL AND INSTALL CONCRETE DRIVEWAY
Garden City	CURB CUT	407 FOLTZ	5.00	0	Curb Cut	Residential Remodel	10X20 DRIVEWAY
Garden City	BUILDING PERMIT	1710 East BLUFF Court	27.00	1,500	Building	Residential Remodel	12X15 STORAGE SHED
Garden City	BUILDING PERMIT	535 Jenna Lane	10.00	1,000	Building	Residential Remodel	6' wood fence in the back and side yard.
Garden City	MECHANICAL	1518 HATTIE	24.30	2,819	Mechanical	Residential Remodel	C/O A/C
Garden City	EXCAVATION	1016 FIFTH	5.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE IN ALLEY
Garden City	BUILDING PERMIT	617 North TWELFTH	100.00	10,500	Building	Residential Remodel	NEW ROOF
Garden City	MECHANICAL	1016 North MAIN Street	90.00	13,637	Mechanical	Commercial/Industrial Remodel	MOVE KITCHEN ROOF TOP UNIT TO LOBBY.
Garden City	ELECTRICAL	1806 BUFFALO JONES	27.00	500	Electrical	Residential Remodel	REPLACE BREAKER BOX
Garden City	CURB CUT	2021 THIRD	5.00	0	Curb Cut	Commercial/Industrial Remodel	EXTEND DRIVEWAY
Garden City	PLUMBING	1415 CAMPBELL	27.00	2,500	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	MECHANICAL	1501 East MARY	190.00	35,000	Mechanical	Misc	RTU REPLACEMENT
Garden City	MECHANICAL	1603 North ELEVENTH	46.80	3,317	Mechanical	Residential Remodel	C/O A/C
Garden City	PLUMBING	203 North ELEVENTH	27.00	2,000	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	2619 C	100.00	8,435	Building	Residential Remodel	WINDOW REPLACEMENT-BEDROOM WINDOW SHALL BE 5.7 OPENABLE

Garden City	BUILDING PERMIT	211 South SIXTH Street	10.00	1,500	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1709 PRAIRIE PARK	190.00	40,000	Building	Residential Remodel	REMODEL KITCHEN AND BATHROOM
Garden City	PLUMBING	1001 GILLESPIE	27.00	1,300	Plumbing	Residential Remodel	REPLACE WATER SERVICE. INSTALL SPRINKLER TIE IN
Garden City	PLUMBING	812 North FIRST	27.00	767	Plumbing	Residential Remodel	R/R WATER HEATER
Garden City	MECHANICAL	615 North MAIN	24.30	2,600	Mechanical	Commercial/Industrial Remodel	C/O A/C
Garden City	PLUMBING	1704 North BELMONT Place	27.00	600	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	2013 CENTER	10.00	4,000	Building	Residential Remodel	6' CEDAR AND 4' CHAIN FENCE
Garden City	BUILDING PERMIT	1515 North THIRTEENTH Street	52.00	5,200	Building	Residential Remodel	R/R SHINGLES
Garden City	MECHANICAL	1407 ST JOHN	46.80	3,031	Mechanical	Residential Remodel	C/O A/C
Garden City	BUILDING PERMIT	906 North SEVENTH	52.00	5,800	Building	Residential Remodel	REROOF
Garden City	PLUMBING	1409 West CAMPBELL	27.00	300	Plumbing	Residential Remodel	REPLACE WATER HEATER
Garden City	BUILDING PERMIT	1610 BLUFF Street	10.00	8,768	Building	Residential Remodel	8' CONCRETE FENCE
Garden City	BUILDING PERMIT	1615 Crestway Drive	770.00	180,000	Building	SF Residential Includes Modular	Remodel of home
Garden City	PLUMBING	1103 East FULTON	27.00	700	Plumbing	Commercial/Industrial Remodel	REPLACE EXISTING SEWER LINE
Garden City	BUILDING PERMIT	2405 East FULTON	667.70	148,900	Building	New Commercial	60'X120' STORAGE BUILDING
Garden City	BUILDING PERMIT	411 1/2 WASHINGTON	27.00	3,000	Building	Residential Remodel	R/R SHINGLES
Garden City	GAS	215 North MAIN	27.00	2,000	Gas Permit	Residential Remodel	REPAIR GAS LINE
Garden City	BUILDING PERMIT	501 JENNA Lane	0.00	220,000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
Garden City	MECHANICAL	1010 CAMPUS	46.80	5,860	Mechanical	Commercial/Industrial Remodel	C/O A/C
Garden City	MECHANICAL	411 West ELM	52.00	5,931	Mechanical	Residential Remodel	REPLACE A/C AND COIL
Garden City	BUILDING PERMIT	1614 BLUFF	10.00	8,768	Building	Residential Remodel	8' CONCRETE FENCE
Garden City	BUILDING PERMIT	211 EVANS	52.00	4,268	Building	Residential Remodel	REROOF
Garden City	EXCAVATION	1103 East FULTON	5.00	0	Excavation	Residential Remodel	REPLACE EXISTING SEWER LINE
Garden City	BUILDING PERMIT	2140 MILFORD	100.00	8,458	Building	Residential Remodel	REROOF AND FASCIA
Garden City	BUILDING PERMIT	3101 East KANSAS	100.00	20,500	Building	Commercial/Industrial Remodel	INTERNAL REMODEL FOR WALMART (ARCADE)
Garden City	BUILDING PERMIT	804 East PRICE	10.00	800	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1609 West CAMPBELL	10.00	500	Building	Residential Remodel	6' & 3' WOOD FENCE
Garden City	BUILDING PERMIT	1802 JULIE Street	10.00	500	Building	Residential Remodel	6' WOOD FENCE
Garden City	SIGN PERMIT	1931 East Kansas	0.00	0	Wall Sign	Commercial/Industrial Remodel	Three wall signs and one directional sign.
Garden City	CURB CUT	1604 YORK	0.00	0	Curb Cut	Residential Remodel	5' NEW SIDEWALK
Garden City	BUILDING PERMIT	1604 Campus Drive	10.00	5,800	Building	Residential Remodel	6' concrete fence
Garden City	BUILDING PERMIT	905 West MAPLE Street	190.00	25,200	Building	SF Residential Includes Modular	ADDITION
Garden City	BUILDING PERMIT	3310 YELLOWSTAR	10.00	1,500	Building	Residential Remodel	6' WOOD FENCE
Garden City	MECHANICAL	2605 CHAINEY Street #1	46.80	3,200	Mechanical	Residential Remodel	C/O FURNACE AND A/C
Garden City	PLUMBING	1211 North EIGHTH	27.00	200	Plumbing	Residential Remodel	REPLACE WATER LINE
Garden City	ELECTRICAL	507 TWELFTH Street	27.00	100	Electrical	Residential Remodel	ADD AN EXTENSION ON ELECTRICAL PIPE THAT GOES FROM METER TO ROOF
Garden City	GAS	820 JC Street	27.00	450	Gas Permit	Residential Remodel	REPIPE GAS LINE
Garden City	PLUMBING	1202 East SPRUCE	27.00	2,200	Plumbing	Residential Remodel	Replace sewer line to city main
Garden City	BUILDING PERMIT	950 North JENNIE BARKER Road #15	54.00	2,800	Building	SF Manufactured (HUD Standards)	MOVE IN MOBILE HOME
Garden City	BUILDING PERMIT	2508 DEE	10.00	500	Building	Residential Remodel	6' WOOD FENCE

Garden City	UTILITY	501 JENNA Lane	40.00	0	Plumbing	Residential Remodel	DEPOSIT, CONNECT
Garden City	BUILDING PERMIT	2617 COACHMAN	10.00	8,700	Building	Residential Remodel	6FT & 3FT WOOD FENCE
Garden City	BUILDING PERMIT	206 South SECOND	52.00	4,000	Building	Residential Remodel	REMODEL ROOM AND LIVING ROOM
Garden City	CURB CUT	1602 HATTIE	10.00	0	Curb Cut	Residential Remodel	R/R DRIVEWAY
Garden City	BUILDING PERMIT	411 1/2 WASHINGTON	10.00	500	Building	Residential Remodel	4' CHAIN FENCE
Garden City	SIGN PERMIT	409 FULTON	0.00	0	Wall Sign	Commercial/Industrial Remodel	RE-FACING
Garden City	UTILITY	501 JENNA Lane	65.32	0	Electrical	Residential Remodel	DEPOSIT, CONNECT
Garden City	BUILDING PERMIT	2607 COACHMAN	27.00	1,000	Building	Residential Remodel	Install egress window in basement
Garden City	BUILDING PERMIT	1307 West MARY	10.00	300	Building	Commercial/Industrial Remodel	5FT #7 WIRE ON WOOD POST FENCE
Garden City	BUILDING PERMIT	2102 North NINTH	27.00	1,500	Building	Residential Remodel	6FT WOOD FENCE, 8X12 STORAGE SHED & 10X18FT PATIO COVER
Garden City	MECHANICAL	1008 North SECOND	90.00	6,635	Mechanical	Residential Remodel	C/O FURNACE & A/C
Garden City	BUILDING PERMIT	4101 East HWY 50 #541	27.00	2,900	Building	Residential Remodel	COVERED DECK AND 4' CHAIN FENCE
Garden City	PLUMBING	2319 North THIRD	27.00	2,000	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	2511 SCHULMAN	10.00	1,800	Building	Residential Remodel	4' CEDAR FENCE
Garden City	MECHANICAL	907 North FOURTH	46.80	4,400	Mechanical	Residential Remodel	C/O A/C
Garden City	BUILDING PERMIT	950 Jennie Barker Road 133	54.00	1,200	Building	Residential Remodel	New mobile on lot 133
Garden City	MECHANICAL	1109 COLLEGE	46.80	3,216	Mechanical	Commercial/Industrial Remodel	C/O A/C
Garden City	MECHANICAL	704 MEADOWVIEW	24.30	2,446	Mechanical	Residential Remodel	C/O A/C
Garden City	EXCAVATION	1702 Main Street	5.00	0	Excavation	Residential Remodel	Excavation to replace sewer line.
Garden City	DEMO PERMIT	1110 CAMPUS Drive B&C	30.00	0	Demo	Misc	DEMO INTERIOR WALLS/CEILING
Garden City	BUILDING PERMIT	4101 E East HWY 50 #529	10.00	1,000	Building	Residential Remodel	4' CHAIN FENCE
Garden City	BUILDING PERMIT	1612 ANDERSON	100.00	9,000	Building	Residential Remodel	WINDOW REPLACEMENT-ALL BEDROOMS SHALL BE EMERGENCY ESCAPE AND RESCUE OPENINGS WITH A MINIMUM NET CLEAR OPENING OF 5/7 SQUARE FEET
Garden City	BUILDING PERMIT	2311 A	10.00	200	Building	Residential Remodel	4' CHAIN FENCE
Garden City	CURB CUT	1302 CLOUD Circle	15.00	0	Curb Cut	Residential Remodel	6'X20' ADDITION TO DRIVEWAY
Garden City	UTILITY	512 Jenna Lane	65.32	189,000	Electrical	Residential Remodel	DEPOSIT, CONNECT
Garden City	PLUMBING	2103 East FAIR	27.00	700	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	PLUMBING	1702 Main Street	27.00	1,850	Plumbing	Residential Remodel	Replace sewer line from house to the main
Garden City	PLUMBING	207 South MAIN	54.00	75	Plumbing	Residential Remodel	REPLACE WATER LINE FROM STREET TO HOUSE
Garden City	BUILDING PERMIT	604 North TENTH Street	100.00	15,000	Building	Residential Remodel	REMODEL, INSTALL CENTRAL AIR
Garden City	BUILDING PERMIT	402 West FAIR	10.00	350	Building	Residential Remodel	6' CHAIN FENCE
Garden City	BUILDING PERMIT	705 BALLINGER	27.00	1,574	Building	Commercial/Industrial Remodel	120 SQ FT SLAB FOR SHED
Garden City	UTILITY	512 Jenna Lane	40.00	189,000	Plumbing	Residential Remodel	DEPOSIT, CONNECT
Garden City	BUILDING PERMIT	201 North Eighth	376.20	67,575	Building	Commercial/Industrial Remodel	REMODEL-REPAIR ROOF TRUSSES
Garden City	PLUMBING	1708 BENTON	27.00	800	Plumbing	Residential Remodel	REPLACE WATER HEATER
Garden City	PLUMBING	1203 CIRCLE Drive	52.00	3,405	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	ELECTRICAL	920 ANDERSON	27.00	300	Electrical	Residential Remodel	MOVE METER OUT OF COVERED PATIO AND REPLACE FDE PANEL

Garden City	BUILDING PERMIT	910 East EDWARDS	52.00	5,900	Building	Residential Remodel	Replace existing garden shed 12'x16'
Garden City	BUILDING PERMIT	401 East SPRUCE Street	1,161.75	325,000	Building	Commercial/Industrial Remodel	ER REMODEL
Garden City	SIGN PERMIT	913 West MARY FRONTAGE	150.00	0	Pole Sign	Commercial/Industrial Remodel	2 PERMANENT POLES WITH BANNERS
Garden City	BUILDING PERMIT	2405 YOSEMITE	10.00	4,500	Building	Residential Remodel	6' CEDAR FENCE
Garden City	BUILDING PERMIT	3044 KATHRYN Drive	27.00	2,000	Building	Residential Remodel	RE-ROOF(TEAR ALL OF OLD ROOF OFF)
Garden City	UTILITY	705.5 West BUFFALO JONES Avenue	0.00	0	Electrical	Misc	DEPOSIT, CONNECT FEE
Garden City	BUILDING PERMIT	1909 A Street	52.00	4,011	Building	Residential Remodel	REROOF
Garden City	PLUMBING	1116 SEVENTH Street	52.00	4,500	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	EXCAVATION	1203 CIRCLE Drive	5.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	ELECTRICAL	1717 BELMONT	27.00	350	Electrical	Residential Remodel	REPLACE SERVICE WIRES
Garden City	ELECTRICAL	950 North Jennie Barker Road	27.00	0	Electrical	Residential Remodel	Electrical hook up for AC
Holcomb	BUILDING PERMIT	403 Florence Court	40.00	2,000	Building	Residential Remodel	6' wood fence
Holcomb	BUILDING PERMIT	204 SANTA FE	38.00	1,000	Building	Residential Remodel	13X11 STORAGE SHED
Holcomb	MECHANICAL	112 Sharecropper	111.00	7,000	Mechanical	Residential Remodel	INSTALL HIGH EFFICIENT FURNACE, A/C, AND COIL
Holcomb	BUILDING PERMIT	802 JAKE	52.00	3,500	Building	Residential Remodel	TEAR OFF OLD SHINGLES AND REPLACE
Holcomb	BUILDING PERMIT	7995 West RIVER Road	10.00	8,900	Building	Residential Remodel	4' CHAIN FENCE
Holcomb	BUILDING PERMIT	512 Jenna Lane	0.00	189,000	Building	SF Residential Includes Modular	New single family dwelling. 3 bedroom and 2 bath. Basement rough-in but not finished
Holcomb	PLUMBING	403 DAVID	38.00	3,000	Plumbing	Residential Remodel	REPLACE SEWER LINE FROM HOUSE TO ALLEY
Holcomb	BUILDING PERMIT	107 LARSON	49.00	800	Building	Residential Remodel	REPLACE BACK PORCH PATIO



**Engineering
Department**

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

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

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MEMORANDUM

DATE: June 14, 2013
TO: Governing Body
FROM: Alex Mestdagh
RE: Construction Update

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

Schulman Crossing

The US-50/83/400 Bypass and Schulman Avenue are fully open to traffic, and the contractor is finishing punchlist items. Construction on Lareu Road south of Schulman should begin in the coming weeks.

Safe Routes to School Sidewalk Construction

Work is currently ongoing on Center Street between Spruce and Kansas. The project is approximately 60% complete.

Pioneer Road Estates

The utility and grading portions of the project is underway for this residential development. Roadway paving operations will begin after grading has been completed.

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 north end of the project near Walker Street. This work is scheduled to be completed this summer.

This will be my final construction update as I leave the City of Garden City, and I would like to thank the current and past City Commissioners for their support and consideration of my items over the past two years.



City of Garden City
Monthly Financial Report FY 2013
For the Five Months Ended May 31, 2013
 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 May 30, 2013.

GENERAL FUND AT A GLANCE

Category	Revised 2013 Budget	2013 YTD Actual	2012 YTD Actual
Revenues	19,544,600	8,262,707	7,750,253
Expenditures	20,457,950	8,504,863	7,766,908
Revenues Over(Under)	(913,350)	(242,155)	(16,655)

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2013 Budget	2013 YTD Actual	2012 YTD Actual
Electric	28,098,000	10,727,306	9,194,079
Solid Waste	2,767,000	1,251,843	1,239,910
Drainage Utility	203,550	86,383	87,855
Water and Sewage	7,573,500	2,337,877	2,385,728
TOTAL	38,642,050	14,403,408	12,907,572

SELECTED REVENUES AT A GLANCE

Category	Revised 2013 Budget	2013 YTD Actual	2012 YTD Actual
City Sales Tax	5,504,500	2,385,075	2,332,320
County Sales Tax	3,232,000	1,421,227	1,384,136
Franchise Tax			
Gas Utility	420,000	284,337	232,096
Telephone	80,000	31,730	32,986
CATV	222,000	114,451	109,355
Building Permits	222,500	82,326	56,887
Municipal Court Fines	1,025,000	445,213	359,066



**City of Garden City
 Monthly Financial Report FY 2013
 For the Five Months Ended
 May 31, 2013**

General Fund

General Fund Revenues collected through May were \$8,262,707. The May revenues represent about 42.28% of the total revenues expected in the General Fund. Property tax distribution was 59.11% for the second of five payments 2013.

General Fund Expenses are at 41.57% of the total expenditures expected in the General Fund.

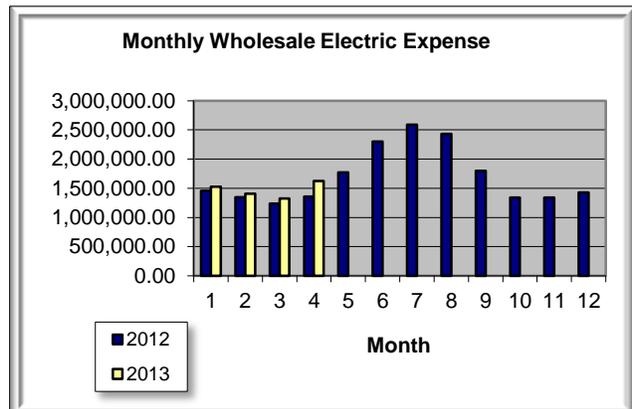
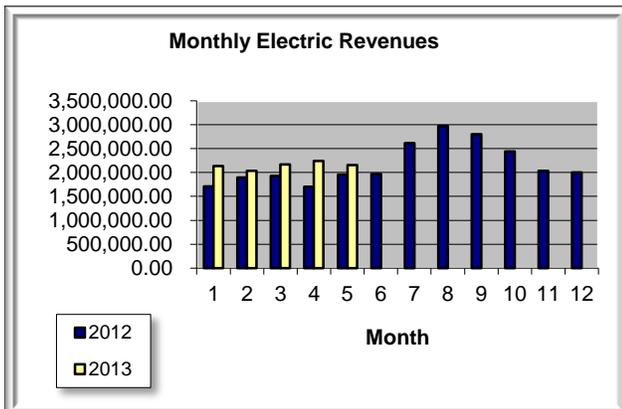
Selected Revenues

- City Sales Tax—Ahead by \$52,755 compared to May 2012 year to date collections, 2.26% ahead of 2012 for the five months ended.
- County Sales Tax— Collections for the five months ended are ahead of 2012 by \$37,091 or 2.68%.
- Franchise Tax—Budget estimates for 2013 remain approximately the same as 2012 with the exception of Gas utility, due to the increase in fee from 4% to 5%. Franchise fees are slightly higher than 2012 with the exception of telephone.
- Building Permits—Budget estimates for 2013 are based on 2012 revenues. Receipts are higher than this period in 2012.
- Municipal Court Fines—Budget estimates are slightly higher than 2012 budget and collections through May were ahead of 2012.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$28,098,000 for 2013 were \$10,727,306 through five months or 38.18% of budget.

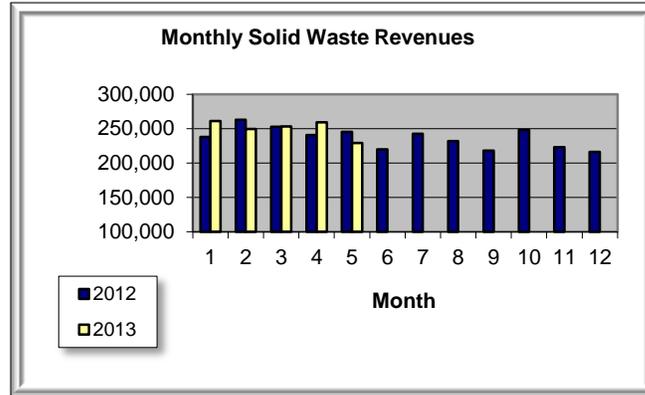


A main expense is Wholesale Electric in the Utility Fund. The 2013 revised budget for wholesale electric is \$21,250,000. The wholesale electric expense for May was not available at this printing.

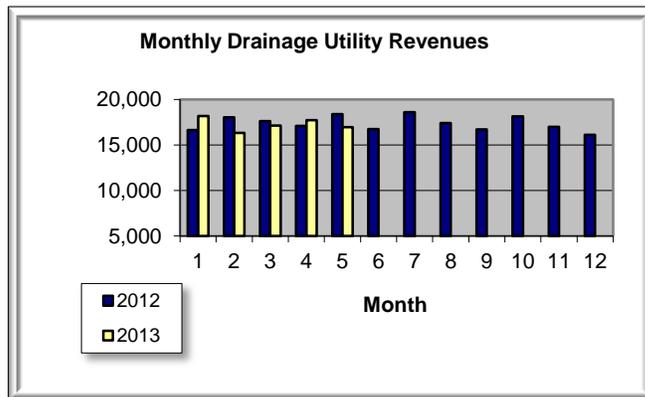


City of Garden City
Monthly Financial Report FY 2013
For the Five Months Ended
May 31, 2013

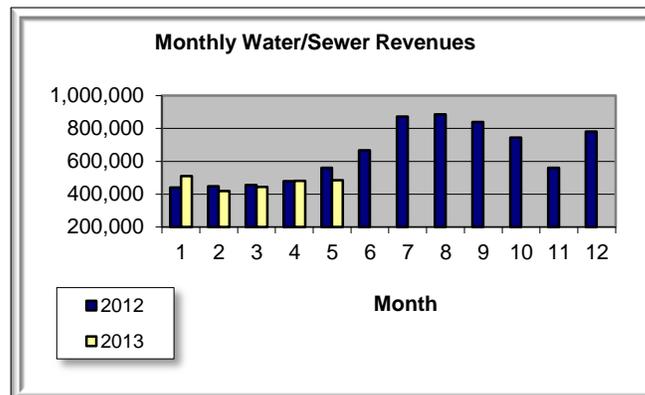
■ Solid Waste revenues – revised budget at \$2,767,000 for 2013 were \$1,251,843 through five months or 45.24% of budget.



■ Drainage Utility revenues – revised budget at \$203,550 for 2013 were \$86,383 through five months or 42.44%.



■ Water and Sewage revenues - revised budget at \$7,573,500 for 2013 were \$2,337,877 through five months or 30.87% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Five Months Ended May 31, 2013

Fund	Unencumbered Cash Balance 1/1/2013	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 5/31/2013	Add Payables and Encumbrances	Treasurer's Cash 5/31/2013
1 General	3474369.34	8262707.29	8385857.76	3351218.87	119005.00	3470223.87
<u>Debt Service Fund</u>						
40 Bond and Interest	276747.01	1076701.04	137477.00	1215971.05	0.00	1215971.05
<u>Special Revenue Funds</u>						
5 Capital Improvement	672380.26	4481.12	50982.00	625879.38	0.00	625879.38
6 Community Development Loan Fund	9371.84	2606.88	1007.00	10971.72	0.00	10971.72
7 Cemetery Endowment	20579.97	3543.51	0.00	24123.48	0.00	24123.48
8 Community Trust	1361809.82	124753.25	381298.76	1105264.31	0.00	1105264.31
10 DEA Forfeiture	33248.70	17420.18	6856.64	43812.24	0.00	43812.24
11 Drug Enforcement	32830.09	-9487.16	-43.95	23386.88	0.00	23386.88
12 DJBX-0188 2012 Grant	0.00	0.00	15813.45	-15813.45	0.00	-15813.45
13 JAG Grant Recovery Act	0.00	0.00	0.00	0.00	0.00	0.00
15 Enhanced Wireless 911 Fund	216839.73	77780.49	27298.91	267321.31	0.00	267321.31
16 Cops Grant-Technology	0.00	0.00	0.03	-0.03	0.00	-0.03
18 Fynnup Trust Fund	53040.88	129500.00	11826.10	170714.78	0.00	170714.78
25 Recreation	1339.33	518306.84	519646.17	0.00	0.00	0.00
26 Special Improvements	111919.69	113.25	272.59	111760.35	0.00	111760.35
27 Special Liability	153098.02	0.00	18404.06	134693.96	0.00	134693.96
29 Special Alcohol Programs	27365.02	23185.94	19500.00	31050.96	0.00	31050.96
30 Special Recreation and Parks	92354.57	26775.06	29333.72	89795.91	0.00	89795.91
31 FOLRZ Projects	0.00	444512.11	444512.11	0.00	0.00	0.00
32 Special Trafficway	962465.80	337921.06	198088.68	1102298.18	254882.50	1357180.68
50 Community Development Grant	0.00	40564.88	20809.29	19755.59	0.00	19755.59
52 Economic Development	311551.07	12151.61	602.52	323100.16	0.00	323100.16
53 Project Development	214993.64	15727.96	59448.34	171273.26	0.00	171273.26
Total Special Revenue	4275188.43	1769856.98	1805656.42	4239388.99	254882.50	4494271.49
<u>Capital Projects Funds</u>						
42 2011-GO Bond Projects	698172.49	0.00	185277.15	512895.34	0.00	512895.34
43 2011-Temporary Notes Projects	760.90	30000.00	1000.00	29760.90	0.00	29760.90
44 2012-Temporary Notes Projects	14336.50	20000.00	14417.50	19919.00	0.00	19919.00
45 2012-GO Bond Projects	924141.32	0.00	431905.01	492236.31	0.00	492236.31
46 2012- Temporary Notes Durango Proj	4205085.44	0.00	3092251.22	1112834.22	0.00	1112834.22
47 Pioneer Road Estates Improvements	0.00	300000.00	361027.55	-61027.55	0.00	-61027.55
Total Capital Projects	5842496.65	350000.00	4085878.43	2106618.22	0.00	2106618.22
<u>Enterprise Funds</u>						
Electric Utility:						
68 General	1709845.64	10727305.68	8558637.05	3878514.27	716614.14	4595128.41
69 Security Deposits	340303.02	100190.00	13675.18	426817.84	0.00	426817.84
Total Electric Utility	2050148.66	10827495.68	8572312.23	4305332.11	716614.14	5021946.25
Water and Sewer Utility:						
80 General	1982621.11	2337876.66	2056239.06	2264258.71	0.00	2264258.71
81 Wastewater Repair and Replacem	550660.27	54992.41	0.00	605652.68	0.00	605652.68
82 Water and Sewage Maintenance F	821688.76	55765.21	0.00	877453.97	0.00	877453.97
Total Water and Sewer Utility	3354970.14	2448634.28	2056239.06	3747365.36	0.00	3747365.36
Airport:						
60 General	351612.74	423486.56	516070.44	259028.86	0.00	259028.86
61 Airport Improvement	81706.70	200241.00	210779.37	71168.33	0.00	71168.33
Total Airport	433319.44	623727.56	726849.81	330197.19	0.00	330197.19
Solid Waste Utility:						
75 General	1326363.62	1251843.26	954827.50	1623379.38	137382.00	1760761.38
Recreation Area:						
70 General Golf Course	97189.36	421420.92	370629.62	147980.66	0.00	147980.66
71 Golf Course Building	26581.05	404.00	0.00	26985.05	0.00	26985.05
Total Recreation Area	123770.41	421824.92	370629.62	174965.71	0.00	174965.71
Drainage Utility:						
79 General	268151.95	86382.66	17724.27	336810.34	0.00	336810.34
<u>Internal Service Funds</u>						
55 Health Insurance	42018.06	1251295.15	1487065.29	-193752.08	0.00	-193752.08
56 Health Insurance Reserve	700000.06	0.00	0.00	700000.06	0.00	700000.06
35 Workers Compensation	67130.57	351540.00	344275.66	74394.91	0.00	74394.91
36 Workers Compensation Reserve	583694.12	40.92	63608.21	520126.83	0.00	520126.83
Total Internal Service	1392842.81	1602876.07	1894949.16	1100769.72	0.00	1100769.72
Total All Funds	22818368.46	28722049.74	29008401.26	22532016.94	1227883.64	23759900.58



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 05/1/2013 Through 05/31/2013

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
	Income				
3022	CONNECTING LINKS	0.00	37,208.18	75,000.00	37,791.82
3023	CONSUMER USE TAX	68,554.38	335,352.98	690,117.00	354,764.02
3028	LIQUOR CONSUMPTION TAX	0.00	23,185.93	76,000.00	52,814.07
3035	STATE REVENUE STAMP	(75.00)	(25.00)	0.00	25.00
3040	AD VALOREM TAX	0.00	2,090,837.68	3,412,341.00	1,321,503.32
3041	AD VALOREM BACK TAX	0.00	38,357.41	190,000.00	151,642.59
3044	CITY SALES TAX	481,623.24	2,385,074.79	5,504,500.00	3,119,425.21
3046	COUNTY SALES TAX	299,103.27	1,421,226.53	3,232,000.00	1,810,773.47
3055	MOTOR VEHICLE TAX	0.00	138,340.46	447,363.00	309,022.54
3056	RECREATIONAL VEHICLE TAX	0.00	747.14	4,463.00	3,715.86
3057	HEAVY DUTY VEHICLE TAX	0.00	3,076.17	3,371.00	294.83
3065	CATV FRANCHISE	57,520.21	114,451.37	222,000.00	107,548.63
3066	GAS UTILITY FRANCHISE	0.00	284,337.44	420,000.00	135,662.56
3067	TELEPHONE FRANCHISE	6,039.29	31,729.59	80,000.00	48,270.41
3115	CEMETERY SPACES	7,135.00	22,770.00	50,000.00	27,230.00
3301.01	ANIMAL BOARDING	2,208.69	8,473.65	15,000.00	6,526.35
3301.02	CAR STORAGE & TOWING	2,189.40	10,569.15	12,000.00	1,430.85
3301.05	FEES-FALSE ALARM	0.00	3,150.00	8,000.00	4,850.00
3301.07	FEES-GATE RECEIPTS	4,830.00	9,620.00	20,000.00	10,380.00
3301.08	FEES-GRAVE OPENINGS	4,650.00	26,425.00	55,000.00	28,575.00
3301.09	FEES-MONUMENT SETTING	300.00	1,100.00	2,750.00	1,650.00
3301.10	FEES-PLAT FILING	70.00	1,372.00	1,500.00	128.00
3301.11	FEES-REZONING	400.00	1,000.00	2,500.00	1,500.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	0.00	200,000.00	200,000.00
3301.13	FEES-WAIVER FILING	400.00	665.00	1,500.00	835.00
3301.16	FINES-MUNICIPAL COURT	93,091.78	445,213.39	1,025,000.00	579,786.61
3301.17	FEES-STATE JUDGE	154.96	771.92	3,000.00	2,228.08
3301.18	FEES-STATE LAW ENFORCEMENT	5,958.44	29,362.08	100,000.00	70,637.92
3301.19	FEES-REINSTATEMENT	1,453.00	8,090.50	22,000.00	13,909.50
3301.20	FEES-RESTITUTION	3,243.09	61,122.14	0.00	(61,122.14)
3301.21	LEGAL COPIES	179.50	1,250.55	3,000.00	1,749.45
3301.22	PROBATION SCREENING	100.00	180.00	1,000.00	820.00
3301.23	FEES-CRIME STOPPER INFRACTION	250.00	420.00	0.00	(420.00)
3301.24	FEES-CRIME STOPPER MAJOR	29.60	589.80	2,500.00	1,910.20
3350.01	LICENSE-AMUSEMENT	0.00	0.00	1,500.00	1,500.00
3350.02	LICENSE-ARBORIST	150.00	375.00	600.00	225.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	25.00	325.00	3,000.00	2,675.00
3350.04	LICENSE-CONTRACTOR	1,350.00	5,775.00	25,000.00	19,225.00
3350.06	LICENSE-ELECTRICIAN	150.00	1,770.00	5,750.00	3,980.00
3350.08	LICENSE-ITINERANT MERCHANT	0.00	2,700.00	31,000.00	28,300.00
3350.09	LICENSE-LIQUOR	500.00	3,500.00	20,000.00	16,500.00
3350.10	LICENSE-MECHANICAL	300.00	1,485.00	2,250.00	765.00
3350.12	LICENSE-PAWN SHOP	0.00	50.00	250.00	200.00
3350.13	LICENSE-PLUMBER	0.00	1,470.00	3,500.00	2,030.00
3350.15	LICENSE-TAXI	120.00	195.00	120.00	(75.00)
3350.16	TAGS-DOG & CAT	229.58	1,556.59	2,000.00	443.41
3400.01	PERMITS-BUILDING	9,211.65	65,012.70	175,000.00	109,987.30
3400.02	PERMITS-CURB CUT	106.00	176.00	500.00	324.00





City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues

From 05/1/2013 Through 05/31/2013

3400.03	PERMITS-ELECTRIC	216.00	1,357.00	12,000.00	10,643.00
3400.04	PERMITS-EXCAVATION	30.00	850.00	1,000.00	150.00
3400.05	PERMITS-GAS	27.00	1,293.30	5,000.00	3,706.70
3400.08	PERMITS-MECHANICAL	1,321.70	4,645.10	13,000.00	8,354.90
3400.09	PERMITS-PLUMBING	563.00	5,361.44	11,000.00	5,638.56
3400.11	PERMITS-TV & SIGN	450.00	3,630.00	5,000.00	1,370.00
3435	INTEREST INCOME	1,421.76	13,612.04	75,000.00	61,387.96
3437	FINANCE CHARGE INCOME	2,633.92	12,579.65	10,000.00	(2,579.65)
3440.02	RENTAL-CITY FACILITIES	13,081.00	28,503.96	65,000.00	36,496.04
3440.03	RENTAL-DEPOT	100.00	500.00	1,000.00	500.00
3447	ROYALTIES-GAS WELLS	2,152.33	11,778.72	45,000.00	33,221.28
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	5,000.00	5,000.00
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	10,000.00	10,000.00
3470.02	REIMBURSE-ENGINEERING	0.00	0.00	16,000.00	16,000.00
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	25.00	25.00
3470.04	REIMBURSE-POLICE SERVICES	103,263.54	106,327.29	218,000.00	111,672.71
3470.07	UTILITY FUNDS REIMBURSEMENT	96,569.10	331,537.06	2,633,000.00	2,301,462.94
3470.08	REIMBURSE-COUNTY	6,262.43	80,329.75	180,600.00	100,270.25
3470.09	REIMBURSE-HOLCOMB	0.00	38,000.00	33,600.00	(4,400.00)
3515	FUEL TAX REFUND	0.00	1,426.44	500.00	(926.44)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	0.00	1,000.00	1,000.00
3600.04	MISCELLANEOUS-INSPECTION	30.00	2,078.40	1,500.00	(578.40)
3600.05	MISCELLANEOUS-PARK & ZOO	1.00	1.00	0.00	(1.00)
3600.07	MISCELLANEOUS-POLICE	25.00	(1,540.00)	0.00	1,540.00
3600.08	MISCELLANEOUS-STREET	0.00	0.00	50,000.00	50,000.00
Total Income		<u>1,279,698.86</u>	<u>8,262,707.29</u>	<u>19,544,600.00</u>	<u>11,281,892.71</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 05/1/2013 Through 05/31/2013

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	3,535.98	36,867.55	96,750.00	(59,882.45)
112	CITY MANAGER	26,060.65	206,652.56	465,350.00	(258,697.44)
113	SERVICE AND FINANCE	54,100.35	281,796.34	710,000.00	(428,203.66)
114	LEGAL SERVICES	10,393.42	46,001.88	93,750.00	(47,748.12)
115	MUNICIPAL COURT	50,314.41	317,295.62	882,000.00	(564,704.38)
116	HUMAN RESOURCES	12,265.01	73,567.45	166,500.00	(92,932.55)
117	INFORMATION TECH	38,917.52	189,415.83	327,250.00	(137,834.17)
118	CITY PROSECUTION	<u>23,904.34</u>	<u>111,553.68</u>	<u>257,000.00</u>	<u>(145,446.32)</u>
	Total Administration	219,491.68	1,263,150.91	2,998,600.00	(1,735,449.09)
121	POLICE-ADMINISTRATIVE	158,213.52	670,651.83	1,496,500.00	(825,848.17)
122	POLICE-INVESTIGATIONS	57,051.73	332,729.55	812,000.00	(479,270.45)
123	POLICE-PATROL	248,178.32	1,360,128.14	3,253,750.00	(1,893,621.86)
124	POLICE-SUPPORT SERVICES	83,678.82	468,887.89	1,293,500.00	(824,612.11)
125	POLICE-ANIMAL CONTROL	<u>16,255.36</u>	<u>78,261.34</u>	<u>206,250.00</u>	<u>(127,988.66)</u>
	Total Police	563,377.75	2,910,658.75	7,062,000.00	(4,151,341.25)
131	PUBLIC WORKS-PLANNING,COMM	26,581.22	136,499.30	322,250.00	(185,750.70)
132	PUBLIC WORKS-ENGINEERING	19,349.90	115,428.79	247,000.00	(131,571.21)
133	PUBLIC WORKS-STREET MAINT	97,634.07	797,242.08	1,417,250.00	(620,007.92)
134	PUBLIC WORKS-INSPECTIONS	34,683.55	113,920.11	320,200.00	(206,279.89)
135	PUBLIC WORKS-PARKS	<u>59,501.28</u>	<u>307,732.29</u>	<u>837,000.00</u>	<u>(529,267.71)</u>
	Total Public Works	237,750.02	1,470,822.57	3,143,700.00	(1,672,877.43)
141	ZOO-ADMINISTRATIVE	35,388.84	175,344.32	424,600.00	(249,255.68)
142	ZOO-MAINTENANCE DIVISION	26,119.71	118,170.58	345,350.00	(227,179.42)
144	ZOO-ANIMAL DIVISION	<u>82,736.00</u>	<u>426,605.91</u>	<u>1,154,200.00</u>	<u>(727,594.09)</u>
	Total Zoo	144,244.55	720,120.81	1,924,150.00	(1,204,029.19)
151	FIRE-ADMINISTRATIVE	21,003.79	94,379.79	232,500.00	(138,120.21)
152	FIRE-OPERATIONS	173,037.07	1,069,102.19	2,594,500.00	(1,525,397.81)
153	FIRE-VOLUNTEERS	<u>0.00</u>	<u>2,420.76</u>	<u>22,000.00</u>	<u>(19,579.24)</u>
	Total Fire	194,040.86	1,165,902.74	2,849,000.00	(1,683,097.26)
161	CEMETERY-OPERATIONS	(22,753.13)	198,023.34	535,500.00	(337,476.66)
171	CAPITAL IMPROVEMENT	95,243.05	615,183.64	1,784,000.00	(1,168,816.36)
181	EMPLOYEE BENEFITS	0.00	161,000.00	161,000.00	0.00
	Total Expenses	<u>1,431,394.78</u>	<u>8,504,862.76</u>	<u>20,457,950.00</u>	<u>(11,953,087.24)</u>



City of Garden City
 Statement of Revenues and Expenditures-Utility Fund Revenues
 From 05/1/2013 Through 05/31/2013

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,048,128.86	10,247,285.26	27,072,250.00	16,824,964.74
3110.01	COLLECTIONS-COIN BOX	(416.83)	(600.36)	250.00	850.36
3118	CONNECT FEES	7,968.00	24,168.00	52,000.00	27,832.00
3150	IDENTIFIED LONG/SHORT	(896.07)	(7,285.72)	0.00	7,285.72
3151	UNIDENTIFIED LONG/SHORT	(17.83)	21.51	0.00	(21.51)
3154	INSUFFICIENT FUNDS CHECKS	1,451.14	(2,821.41)	0.00	2,821.41
3155	RETURNED CHECK CHARGE	300.00	1,350.00	4,000.00	2,650.00
3185	PENALTIES	25,463.08	25,463.08	92,000.00	66,536.92
3201	REIMBURSE-DEVELOPER	0.00	15,750.00	50,000.00	34,250.00
3435	INTEREST INCOME	25.49	99.47	2,500.00	2,400.53
3476	REIMBURSE-DAMAGE PAYMENTS	0.00	12.50	0.00	(12.50)
3492	SALES TAX	71,445.01	395,726.24	820,000.00	424,273.76
3600	MISCELLANEOUS	323.15	28,137.11	5,000.00	(23,137.11)
	Total Electric	2,153,774.00	10,727,305.68	28,098,000.00	17,370,694.32
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	225,043.79	1,148,061.72	2,600,000.00	1,451,938.28
3185	PENALTIES	0.00	82,575.87	80,000.00	(2,575.87)
3195	RECYCLING SALES	3,846.98	20,174.31	85,000.00	64,825.69
3435	INTEREST INCOME	93.42	364.64	1,500.00	1,135.36
3515	FUEL TAX REFUND	0.00	666.72	500.00	(166.72)
	Total Solid Waste	228,984.19	1,251,843.26	2,767,000.00	1,515,156.74
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,974.15	86,382.66	203,000.00	116,617.34
3104.02	HHW FEE INCOME	0.00	0.00	50.00	50.00
3435	INTEREST INCOME	0.00	0.00	500.00	500.00
	Total Drainage Utility	16,974.15	86,382.66	203,550.00	117,167.34
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	208,109.49	1,050,149.27	2,650,000.00	1,599,850.73
3103	COLLECTIONS-WATER	258,346.30	1,060,483.70	4,200,000.00	3,139,516.30
3118	CONNECT FEES	1,500.00	5,595.00	18,000.00	12,405.00
3120	COUNTY SEWER FEES	0.00	50,243.02	112,000.00	61,756.98
3130	FIRE LEG FEES	0.00	12,111.34	11,000.00	(1,111.34)
3185	PENALTIES	0.00	4,964.88	120,000.00	115,035.12
3201	REIMBURSE-DEVELOPER	0.00	44,793.79	11,000.00	(33,793.79)
3225	SALE OF MATERIAL	263.43	6,576.78	15,000.00	8,423.22
3228	SEWER MAINTENANCE FEES	544.00	1,593.18	2,500.00	906.82
3229	SEWER TANK FEES	9,932.36	41,975.29	95,000.00	53,024.71
3257	WATER TANK SALES	2,065.91	12,302.33	20,000.00	7,697.67
3260	WATER TAP FEES	1,998.90	7,804.52	5,000.00	(2,804.52)
3471.01	REIMBURSED EXPENSE-INSURANCE	0.00	16,509.07	0.00	(16,509.07)
3494	TAX-WATER CONSUMPTION	3,686.56	14,133.87	62,000.00	47,866.13
3515	FUEL TAX REFUND	0.00	277.44	0.00	(277.44)
3600	MISCELLANEOUS	(902.14)	8,363.18	2,000.00	(6,363.18)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	150,000.00
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	100,000.00	100,000.00
	Total Water and Wastewater	485,544.81	2,337,876.66	7,573,500.00	5,235,623.34
	Total Income	2,885,277.15	14,403,408.26	38,642,050.00	24,238,641.74

GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
 May of 2013
INCIDENTS REPORTED

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	0
Rape	4	1	5
Robbery	0	1	6
Aggravated Assault	6	7	21
Burglary	1	7	32
Theft	51	42	222
Auto Theft	0	0	5
Arson	0	1	4
TOTAL	62	59	295
All Other Crimes	148	123	672
GRAND TOTAL	210	182	967

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	233	232	1049
Juveniles Detained	46	43	208
TOTAL CUSTODY	279	275	1257
Alcohol Related	28	15	90
Drug Related	29	15	138
Curfew Violations	3	9	24

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	21	31	145
Total Active Cases	131	129	728
Adult Affidavits Filed	11	11	101
Juvenile Affidavits Filed	3	1	14
Follow-Up Contacts	859	724	3922
Special Assignments	8	47	185
Search Warrants	19	11	59
Supplemental Reports	186	273	1186
Other Reports	272	226	1190
Cases Referred For Prosecution	11	7	47

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	6	0	23
Non-Injury Accidents	62	54	271
TOTAL ACCIDENTS	68	54	294
Private Property Accidents	1	3	17

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
May of 2013**

OFFICERS ASSAULTED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	3	3
Hands, Fist, Feet, Etc.	0	0	4
Police Service Dog	0	0	0
TOTAL ASSAULTS	0	3	7

PATROL/CRD DIVISIONS SUMMARY

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Offense Reports	213	191	1018
Supplemental Reports	91	82	481
Other Reports	94	95	525
Community Oriented Policing	290	231	1214
Speeding Citations	69	40	287
Other Traffic Citations	736	333	2533
Parking Citations	11	17	77
Warning Notices	531	481	2304
Penal Summons	70	73	328
Felony Cases Cleared	19	16	99
Misdemeanor Cases Cleared	116	117	605
DUI Cases Cleared	11	2	31
Insecure Premises	9	9	48
Field Interviews	2	3	42
Citizen & Business Assists	149	104	590
Alarms	91	79	375
Adult Affidavits Filed	42	32	154
Juvenile Affidavits Filed	31	20	139

COMMUNICATIONS CENTER ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Non-Traffic Activities	2911	2661	13331
Traffic Activities	1241	823	4614
TOTAL ACTIVITIES	4152	3484	17945
911 Calls	1490	1382	6844
Finney County Sheriff's Office Activities	445	387	2016

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
May of 2013**

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH
Average Emergency	3.36
Average Non-Emergency	10.15
Average Traffic Accident	10.92

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	202	157	764
Animals Disposed	79	46	319
Citations Issued	3	2	13
Animal Bites	9	3	25
Adoptions	27	20	137

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	9.50	34.00	160.00
Patrol/CRD Division	277.00	410.00	2364.75
Support Services Division	72.50	104.00	227.75
Investigation Division	3.00	60.00	336.00
Instructor Hours	60.00	67.50	207.75
SUB-TOTAL TRAINING HRS	422.00	675.50	3296.25
Academy Training Hours	0.00	0.00	112.00
TOTAL TRAINING HOURS	422.00	675.50	3408.25

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	1	0	3
Unfounded	0	0	1
Unsubstantiated	0	0	0
Sustained	0	0	0
Exonerated	0	0	2
Violation Not Based On Complaint	0	0	0
Investigation In Progress	1	0	4
Administrative Closure	0	0	0
Commendations	3	3	15

Bias-Based Policing Statistics

June 2012

	May #	May %	June #	June %
SUBJECTS CONTACTED:	823	N/A		N/A
AGE:				
15 yoa - 19 yoa	139	17%		#DIV/0!
20 yoa - 29 yoa	255	31%		#DIV/0!
30 yoa - 49 yoa	274	33%		#DIV/0!
50+	155	19%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
RACE:				
White	764	93%		#DIV/0!
Black	38	5%		#DIV/0!
Native American	0	0%		#DIV/0!
Asian	18	2%		#DIV/0!
Other	0	0%		#DIV/0!
More Than One Race	0	0%		#DIV/0!
Not Provided/Unknown	3	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
GENDER:				
Male	541	66%		#DIV/0!
Female	281	34%		#DIV/0!
Unknown	1	0%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
ETHNICITY:				
Hispanic/Latino	429	52%		#DIV/0!
Non-Hispanic	383	47%		#DIV/0!
Not Provided	11	1%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
RESPONSE AREA:				
1	192	23%		#DIV/0!
2	227	28%		#DIV/0!
3	112	14%		#DIV/0!
4	145	18%		#DIV/0!
5	147	18%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	55	7%		#DIV/0!
Officer Initiated	768	93%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
INFORMATION OBTAINED BY:				
Officer's Perception	742	90%		#DIV/0!
Investigation	81	10%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!

Bias-Based Policing Statistics

June 2012

	May #	May %	June #	June %
RELIGIOUS DRESS:				
Yes	1	0%		#DIV/0!
No	822	100%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
PRIMARY REASON FOR STOP:				
Moving Violation	599	73%		#DIV/0!
Equipment Violation	144	17%		#DIV/0!
Criminal Offense/Probable Cause	20	2%		#DIV/0!
Other Violation	43	5%		#DIV/0!
To Render Service	8	1%		#DIV/0!
Suspicious Circumstances	3	0%		#DIV/0!
Pre-existing Knowledge	0	0%		#DIV/0!
Special Detail	6	1%		#DIV/0!
Multiple Reasons	0	0%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
ACTION TAKEN:				
Citation	581	71%		#DIV/0!
Search	0	0%		#DIV/0!
Warning	184	22%		#DIV/0!
Arrest	57	7%		#DIV/0!
Warrant Arrest	0	0%		#DIV/0!
Assistance Provided	0	0%		#DIV/0!
No Action	1	0%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
SEARCH RATIONALE:				
Not Applicable	791	96%		#DIV/0!
Vehicle Indicators	6	1%		#DIV/0!
Verbal Indicators	2	0%		#DIV/0!
Physical/Visual Indicators	13	2%		#DIV/0!
Document Indicators	0	0%		#DIV/0!
Incident to Arrest	10	1%		#DIV/0!
Other	1	0%		#DIV/0!
More Than One Reason	0	0%		#DIV/0!
Not Provided	0	0%		#DIV/0!
<i>TOTAL</i>	823	100%	0	#DIV/0!
TYPE OF SEARCH:				
No Search Conducted	784	95%		#DIV/0!
Consent Search Conducted	9	1%		#DIV/0!
Inventory	1	0%		#DIV/0!
Stop and Frisk	0	0%		#DIV/0!
Search Warrant	0	0%		#DIV/0!
No Search/Consent Denied	1	0%		#DIV/0!
Search Incident to Arrest	19	2%		#DIV/0!
Plain View	3	0%		#DIV/0!
Probable Cause	6	1%		#DIV/0!
More Than One Type	0	0%		#DIV/0!

Bias-Based Policing Statistics

June 2012

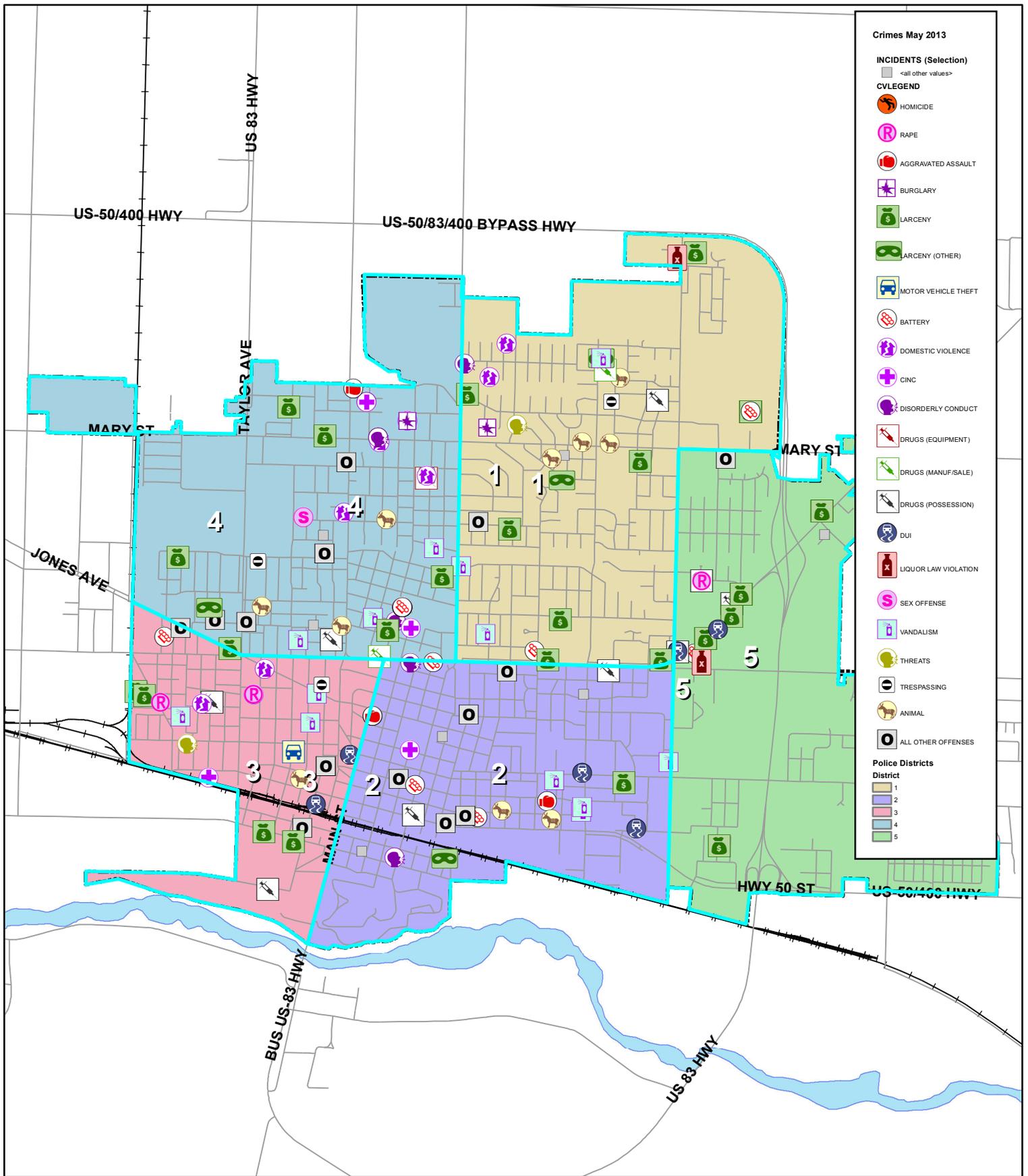
		May #	May %	June #	June %
Not Provided		0	0%		#DIV/0!
	<i>TOTAL</i>	823	100%	0	#DIV/0!

Bias-Based Policing Statistics

June 2012

		May #	May %	June #	June %
CONTRABAND SEIZED:					
	None	803	98%		#DIV/0!
	Currency	2	0%		#DIV/0!
	Firearms	0	0%		#DIV/0!
	Other Weapons	0	0%		#DIV/0!
	Drugs/Paraphernalia	10	1%		#DIV/0!
	Alcohol/Tobacco Products	5	1%		#DIV/0!
	Stolen Property	1	0%		#DIV/0!
	Other	2	0%		#DIV/0!
	More Than One Type	0	0%		#DIV/0!
	Not Provided	0	0%		#DIV/0!
	<i>TOTAL</i>	823	100%	0	#DIV/0!

Hispanic	Arrests	39	9%	#DIV/0!
	Citations	306	71%	#DIV/0!
	Warnings	84	20%	#DIV/0!
Non-Hispanic	Arrests	16	4%	#DIV/0!
	Citations	269	70%	#DIV/0!
	Warnings	97	25%	#DIV/0!



Garden City PD

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.



2013 CAPITAL IMPROVEMENTS PROGRAM PROJECT SCHEDULE

Revision No. 6 - Date: June 12, 2013

Completed Projects

Carry Over Projects From 2012

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments		
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.			
ENGINEERING - ADMINISTRATIVE																		
Capital Improvements Bond Issue		Decide Projects?						Sale						100%	7/16/13	0%	\$7,068,000	
Special Assessments				Subdivision Specials			Sale						100%	7/16/13	0%	\$711,000	Taylor North Addition, Taylor Avenue, A Street	
Petitions for New Developments						Petition?	Petition?	Petition?					0%		0%		N. 8th St sewer,	
ENGINEERING - HIGHWAYS & MAJOR STREETS																		
A. STATE/FEDERAL AID																		
KLINK S. Main St. Reconstruction	Const			Const	Const	FINAL							100%	7/12/12	100%	\$498,140	Concrete reconstruction from Fulton to Maple. City share \$237,720	
Safe Routes To School	Const	Const	Const	Const	Const	Const	Const?	Const?					100%	11/1/12	45%	\$264,843		
KLINK Fulton St. to Kansas	Design	Design	Design	Design	Design	Design	KDOT	Bid?	Const?	Const?	Const?	Const?	95%	TBD	0%	\$502,700	Intersections (reconstruction) and surface maintenance. City share \$302,700	
B. TE PROJECTS																		
Windsor Hotel stabilization	KDOT	KDOT	KDOT	KDOT	KDOT	KDOT	Bid	Const?	Const?	Const?	Const?		100%	7/24/13	0%	\$711,757	Preservation Alliance share \$142,351	
ENGINEERING - LOCAL STREETS																		
A. CITY RECONSTRUCTION/CONSTRUCTION																		
KDOT Fund Exchange Projects	KDOT	KDOT	KDOT	KDOT	Bid		Const?	Const?	Const?				100%	5/30/13	0%	\$336,588	FY 2012: North & South Chainey and Rock Rd	
Schulman Crossing	Const	Const	Const	Const	Const	Const							100%	8/2/12	95%	\$6,108,500	Site work, Utilities & Streets	
KDOT Fund Exchange projects				Apply	KDOT	Bid?	Const?	Const?	Const?	Const?			0%	?/?/2013	0%	\$225,000	FY 2013	
New Community Sidewalks		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		0%	\$30,000	0 - \$0 New Sidewalks throughout the Community, Filling Gaps	
Public Transit Stop Amenities					Quotes?	Order?	Order?	Install?					0%		0%	\$12,600	Purchase and install shelters along transit routes	
B. DRAINAGE PROJECTS																		
FEMA Floodplain related projects													0%	On-hold	0%		Waiting on FEMA	
C. TRAFFIC SIGNAL PROJECTS																		
Pedestrian Activated Warning Sign						Quotes?	Order?	Order?	Install?				0%	In-house	0%	\$ 15,000		
Vehicle Detection Upgrades						Quotes?	Order?	Order?	Install?				0%	In-house	0%	\$ 35,000		
D. SUBDIVISION CONSTRUCTION & SPECIAL ASSESSMENT PROJECTS																		
Pioneer Road Estates	Const	Const	Const	Const	Const	Const	Const?						100%	12/21/12	50%	\$795,490	subdivision improvements	
9th Street Construction							Petition?	Petition?					0%		0%	\$106,100	(Specials 70% City, 30% Property Owner)	
PUBLIC WORKS - STREET MAINTENANCE PROJECTS																		
Street Sealing Program				Bid		stockpile	Const?	Const?					100%	4/11/13	20%	\$418,700	Cycle Six	
Crack Sealing Program	FINAL								Bid?	Const?	Const?		100%	?/?/2013	100%	\$210,600	2013 Cycle 6 (196,000 lbs. \$180,320) - 2014 Cycle 1(172,000 lbs. \$176,400)	
Community Sidewalk/Driveway		Const?	Const?	Const?	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		4%	\$20,000	(Res. 1 - \$286.31 & Com. 1 - \$583.00, Obligated \$7,000)	

2013 CAPITAL IMPROVEMENTS PROGRAM PROJECT SCHEDULE

Revision No. 6 - Date: June 12, 2013

Completed Projects

Carry Over Projects From 2012

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
PUBLIC WORKS - PARKS & GROUNDS																	
2012 Street Tree Pruning Prog.		Const	FINAL										100%	12/21/12	100%	\$18,499	Tree & Stump removal, 84 trees
Master Plan - Finnup Park		Design	Design	Design	Meeting	Design?	Design?						50%		0%	\$9,880	Create a Master Plan for Finnup Park
Entryway Improvements													0%	?/?/2012	0%	\$0	Direction and funding issues
2013 Street Tree Pruning Prog.									Mark	Mark	Mark	Bid	0%	12/?/?/2013	0%	\$20,000	
Walking Trails Seal Program				Bid		Const?	Const?	Const?					100%	4/30/13	0%	\$23,300	Purchase Material (work completed in-house)
REGIONAL AIRPORT																	
Expansion of Airport Parking Lot	Const	Const	Const	Const	Const	Const							100%	11/1/12	99%	\$429,231	200 parking spaces
Snow Removal Equipment Building	Design	Design	Design	FAA	Bid		Const?	Const?	Const?				100%	5/22/13	0%	\$1,212,100	City Share \$60,605
RECREATION																	
Municipal Pool Project	Const?	Const	Const	Const	Const	Const							100%	3/2/12	99%	\$273,958	Sprayground Area; City Share \$200,000
Mobile Stage													0%		0%	\$125,000	City Share \$50,000, direction and funding issues
Dog Park Improvements								Const?	Const?	Const?	Const?		0%		0%	\$20,000	GCRC funding
ZOO																	
Cat Canyon Exhibit	Const	Const	Const	Const	Const	Const							100%	6/21/12	99%	\$898,600	FOLRZ funding
Elephant Yard Expansion	Design	Design	Design	Design	Design	Design	Bid?	Const?	Const?	Const?	Const?	Const?	80%	?/?/2013	0%	\$423,000	Expansion of outside yard south into African plains yard.
BUFFALO DUNES GOLF COURSE																	
Relocate Metal Building													0%		0%	\$30,000	Relocate metal Building from National Guard (30'x50'), funding issues
Irrigation Project	Design	Bid							Const?	Const?	Const?	Const?	100%	2/28/13	0%	\$1,433,000	Adding new trunk lines and replacing system

2013 CAPITAL IMPROVEMENTS PROGRAM PROJECT SCHEDULE

Revision No. 6 - Date: June 12, 2013



Completed Projects



Carry Over Projects From 2012



Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
ELECTRIC																	
Fair - Hamline & 9th -11th Conversion	Specs	Design	Bid	Contract	Const	Const?	100%	4/1/12	2%	\$40,220	Voltage Conversion						
Emerson & Thompson B&C Streets		Design	Bid	Contract	Const	Const?	100%	4/1/12	2%	\$22,476	Voltage Conversion						
Circuit 105,405,505 Conversion		Design	Bid	Contract	Const	Const?	100%	4/1/12	1%	\$31,549	Voltage Conversion (\$3,619 Project to date)						
Circuit 207 URD Replacement		Design	Bid	Contract	Const	Const?	100%	4/1/12	0%	\$39,913	Replacement						
Harding Strip Business		Design	Bid	Contract	Const	Const?	5%	20%	25%	40%	Const?	Const?	100%	4/1/12	0%	\$23,858	Replacement (\$12,792.54 Project to date) Added South Schulman Project for amount of \$46,899.00
SCADA Development		Design	Design	Bid	Design	Design	Const?	Const?	Const?	Const?	Const?	Const?	25%	6/6/12	0%	\$125,000	System Monitoring
Substation # 10	Design	Design	Bid	Const	Design	Design	Design	Const?	Const?	Const?	Const?	Const?	75%	5/30/12	75%	\$1,750,000	Site work completed, Transformers on site
Labrador Ridge Conversion (2)					Const								0%		0%	\$67,776	Upgrade area of Chainey St and Shamus St.
WATER																	
SCADA Development		Design	Design	Design	Design	Design	Design	Design	Design	Design	Const?	Const?	5%		0%	\$125,000	System Control & Security
Inge - Fulton to Kansas Replacement	Const	Const	Const	Const	Const	Const							100%	8/2/12	60%	\$379,860	Water Main Replacement
Repair Water Tower Main & Kansas			Design		Const								0%		0%	\$25,000	Internal repair to tower at Main Street and Kansas Avenue
Standby Power - Sandhills Wells					Design					Const			0%		0%	\$350,000	Back up generation - Sandhills water wells
Main Cleaning & Valve Replacement						Design		Bid		Const			0%		0%	\$125,000	Continue cleaning of older mains and replacing valves
WASTEWATER																	
SCADA Development		Design	Design	Design	Design	Design	Design	Design	Design	Design	Const?	Const?	10%			\$125,000	WWTP Operation and Security
Manhole Rehabilitation				Design	Bid	Const?							100%			\$35,311	Manhole Rehab
Design of Major Electrical Repairs			Design		Const								0%			\$75,000	Design new electrical conduit system for oxidation ditch #1 and #2

FINNEY COUNTY TRANSIT
City Link
MINI BUS ADA PARATRANSIT SERVICE
1008 N. ELEVENTH STREET
GARDEN CITY, KANSAS 67846
620-272-3626 FAX 620-271-6191
TOLL FREE 877-323-3626
www.seniorcenterfc.com/transportation.html

TRANSPORTATION DEPARTMENT REPORT FOR MAY, 2013

Ridership on City Link rose to 6,368 rides for a daily average of 290. The Mini Bus provided 1,379 door to door rides for a daily average of 63 for a total of 7,747 rides in Garden City/Finney County. The Youth Go Free program which enables all youth 16 and younger to ride free throughout the summer months has been embraced by the community. Many summer programs are advertising the ability for youth to get to their programs on our buses. We also distributed the information at the Safe Kids Day.

City Link provided 453 rides to shuttle passengers, pilots and crew to and from the airport. We also dispatched many more rides on the Clarion van on the weekends. The airport manager was pleased to inform us that the new shuttle helped them to meet one of their long term goals of providing transportation to and from the airport.

We also provided dispatching for Dodge City/Ford County for a total of 1,622 door to door rides. They are seeing a huge increase in ridership since we took over their dispatching for them. Some of you may recall previous to July, 2012 their ridership was about 500 rides per month so they are very pleased with the improvement.

Bruce worked with Beeline to develop an ad that ran in the Garden City Telegram several times to help bring visibility to the fact that the buses come through our transit center twice every day and can connect them to Greyhound buses nationwide.

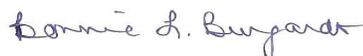
We had to purchase new computers and are changing our email accounts due to a Trojan virus that infected our system and was passed on to some of our contacts. Please remove my old email address from your address book and do not open any emails from that old account to safeguard your computers. My new email address is bonnieb@fitks.com.

The A-133 audits for the Senior Center and Finney County Transit was completed by CMA and will be submitted in June to the Federal Clearinghouse. We are working to determine now if we need to complete an A-133 audit for 2011 and 2012 or not based on whether we exceeded the \$500,000 in Federal funding threshold.

I would like to express appreciation to the staff members who picked up the slack for me while I was on medical leave. It is a relief to have such trusted and dedicated people that made it possible for me to be gone to recuperate from surgery.

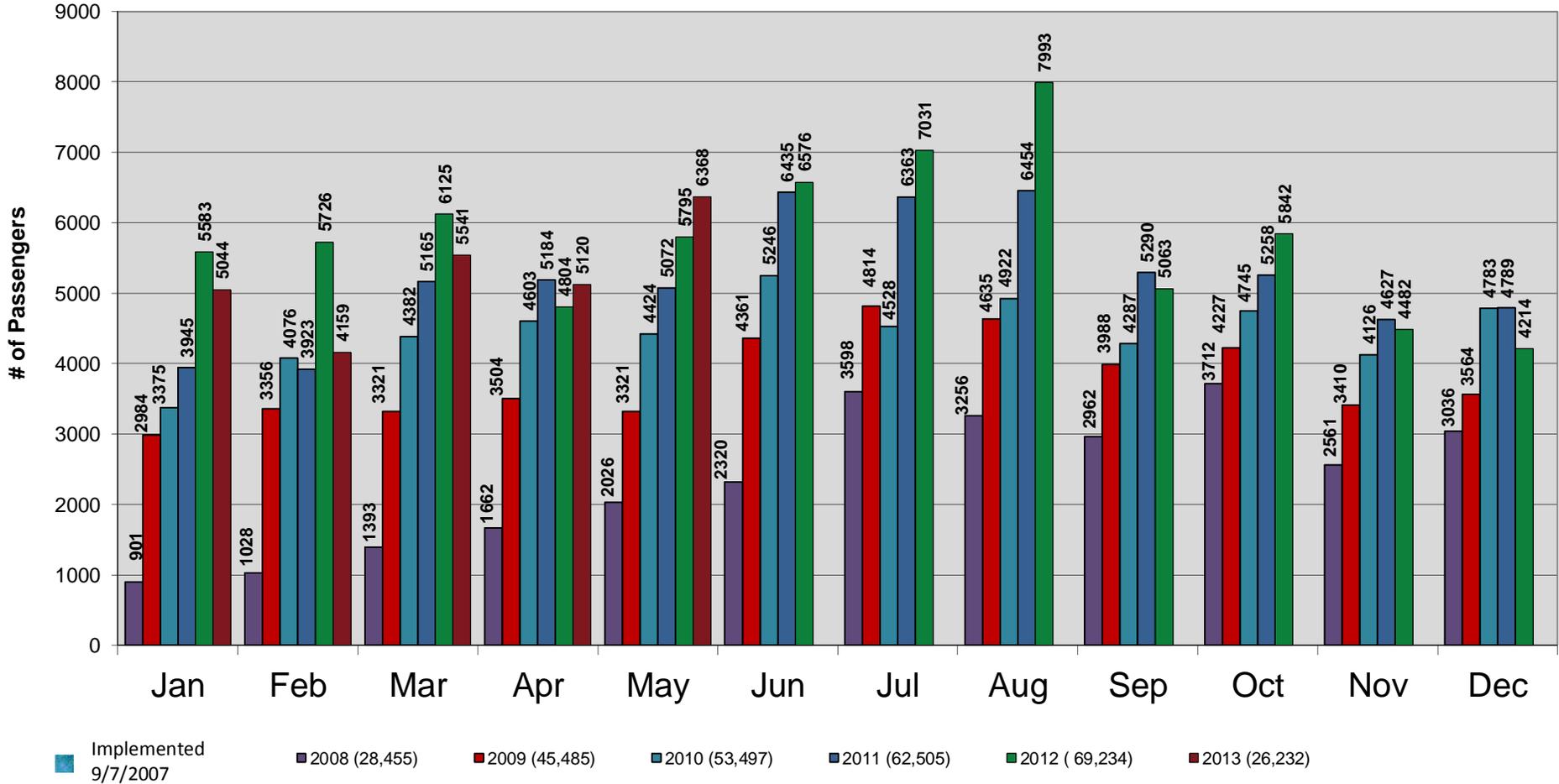
We are saddened by Bruce Spillers retirement, but wish him luck in his new endeavors. He was a great team member and he will be missed.

Respectfully Submitted,

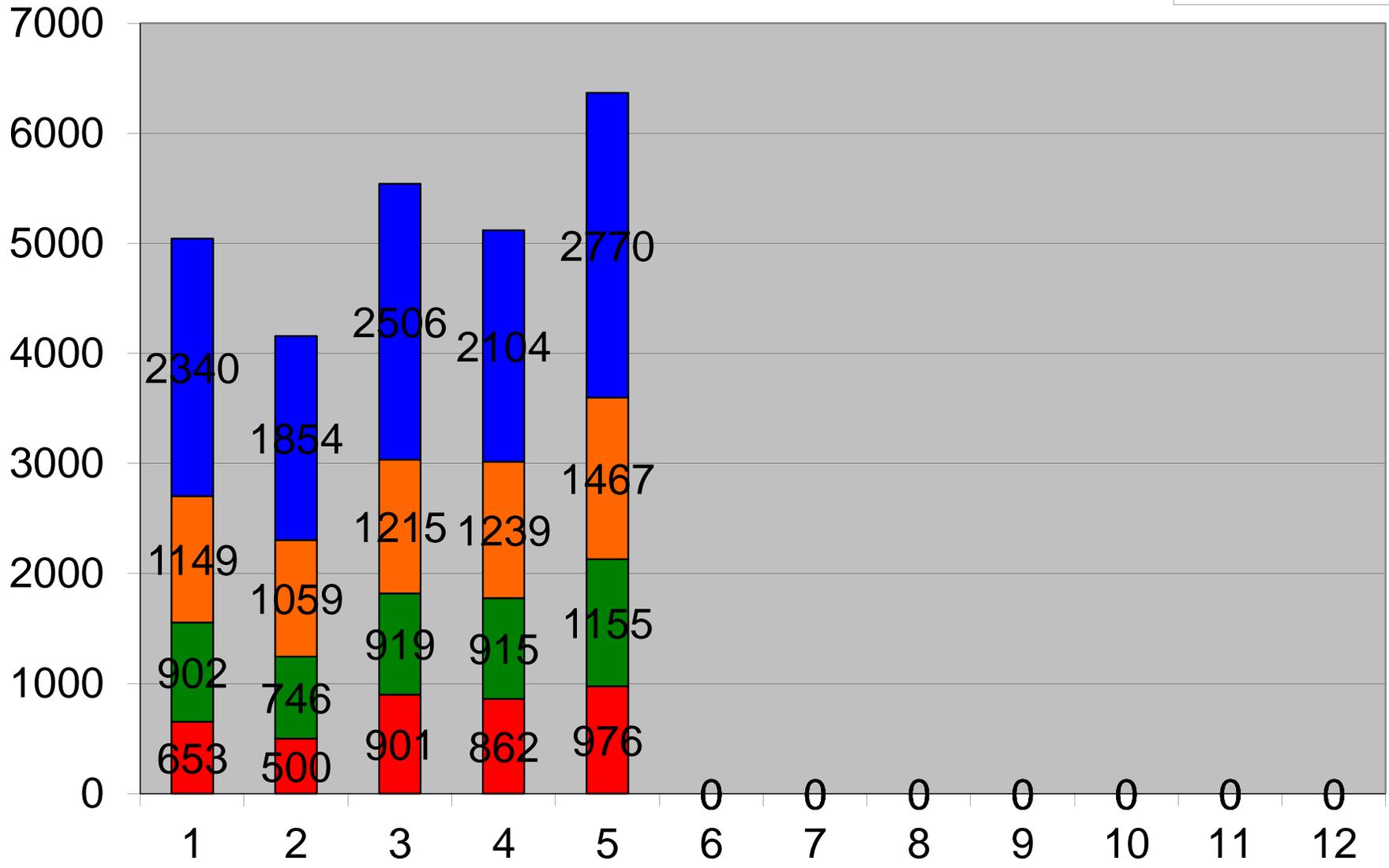
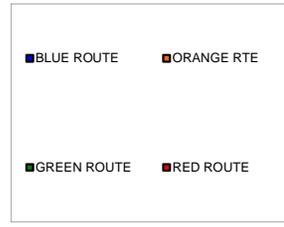


Bonnie L. Burgardt
Transportation Director

City Link Ridership Yearly Comparison

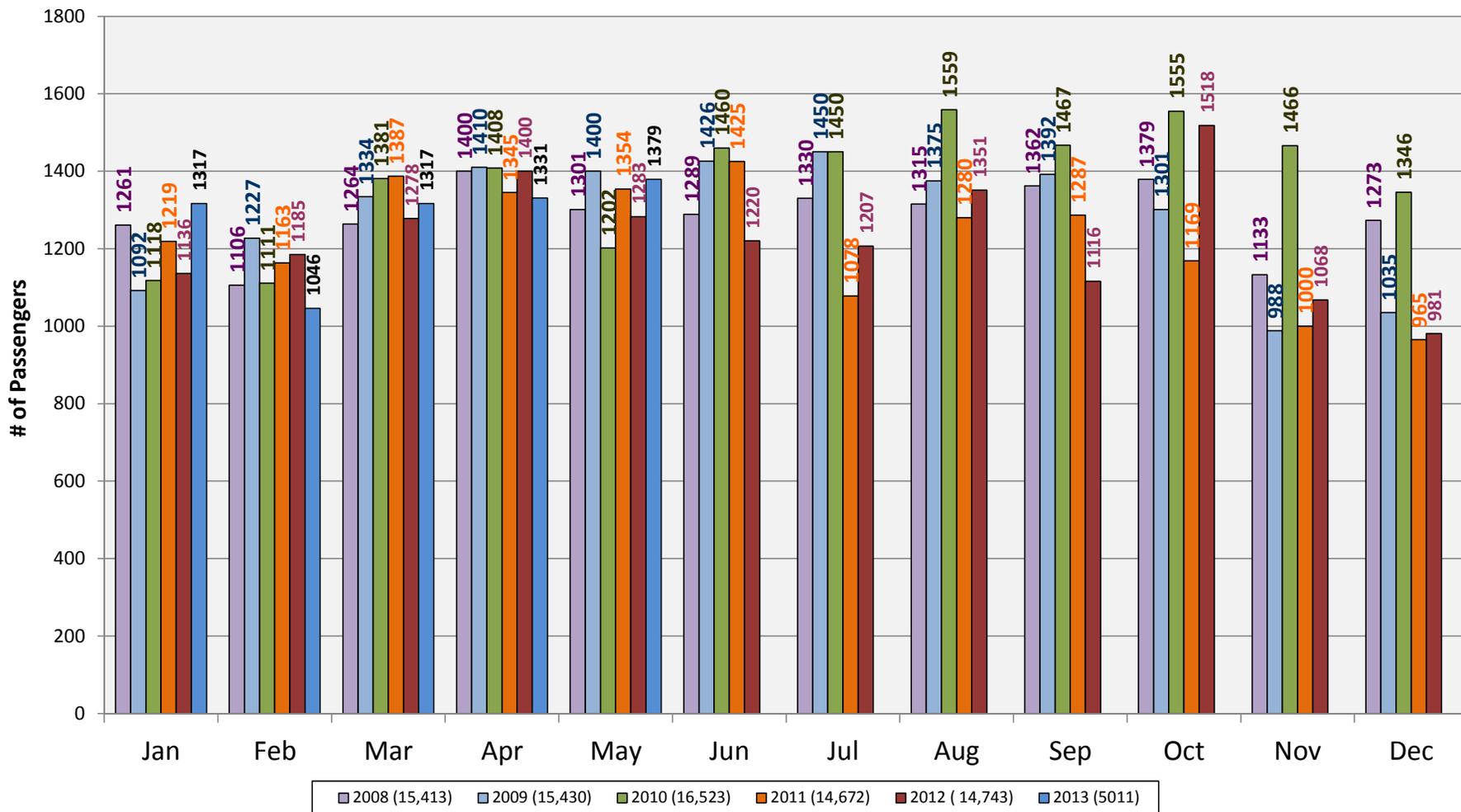


CITY LINK RIDERSHIP 2013



JANUARY 2013 THRU DECEMBER 2013

Mini Bus Ridership Yearly Comparison

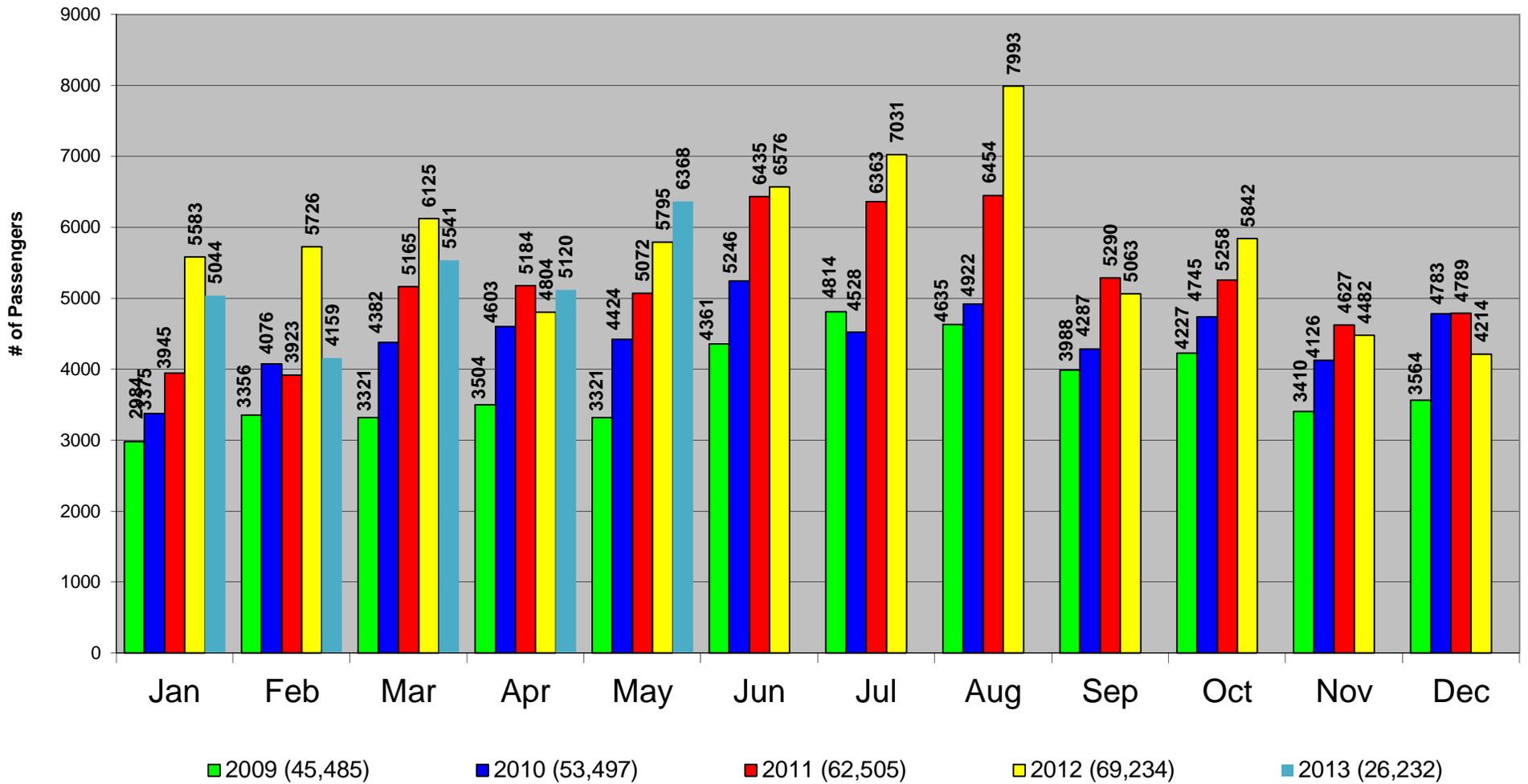


**FINNEY COUNTY TRANSIT REPORT
MAY, 2013**

	REPAIRS/ MAINT./ OTHER	FUEL	MILES DRIVEN	MILES ON VEHICLE	FARES	ELDLY	DSBL	GEN. PUBLIC	TOTAL PASS.	NON- AMBUL.	LIFT STANDEE	CANE/ WLKR.	INSURANCE	NON- ON-TIME
#27	\$80.25 Cleaning supplies and lubricant	\$518.40	1,146	9928	\$253.94	42	27	297	366	0	0	0	\$266.75	0
#8	\$80.26 Oil change/lube, tire rotation, cleaning supplies and lubricant	\$962.42	1,914	122393	\$217.37	13	29	383	425	2	0	0	\$224.75	0
#10	\$80.26 Cleaning supplies and lubricant	\$275.36	701	45685	\$159.00	146	61	6	213	45	13	21	\$241.25	0
#11	\$80.26 Cleaning supplies and lubricant	\$335.49	252	119652	\$25.05	1	1	83	85	0	0	0	\$249.25	0
#12	\$80.26 Cleaning supplies and lubricant	\$282.78	275	28663	\$33.00	32	30	7	69	7	2	6	\$249.25	0
#14	\$80.25 Cleaning supplies and lubricant	\$55.90	56	61059	\$5.00	1	0	2	3	0	0	0	\$200.00	0
#15	\$183.63 Cleaning supplies and lubricant, repair radio	\$460.81	982	23832	\$130.10	96	77	32	212	38	17	21	\$303.75	0
#16	\$97.66 Serviced wheelchair lift, cleaning supplies and lubricant	\$374.66	830	23625	\$109.00	117	83	14	214	32	19	27	\$303.75	0
#17	\$97.67 Cleaning supplies and lubricant	\$567.15	968	27993	\$143.00	151	86	15	252	52	5	32	\$303.75	0
#18	\$97.67 Cleaning supplies and lubricant	\$304.56	736	21147	\$131.00	88	55	22	165	33	8	19	\$303.75	0
#19	\$97.68 Rotated tires, cleaning supplies and lubricant	\$433.35	905	18191	\$152.00	174	47	20	241	36	5	27	\$303.75	0
#20	\$97.66 Cleaning supplies and lubricant	\$117.10	35	14858	\$6.00	8	2	0	10	2	0	2	\$303.75	0
#21	\$97.67 Repaired side light, replaced windshield wipers, replaced seat and radio, cleaning supplies and lubricant, tire repair	\$1,353.42	2,635	74784	\$732.00	112	180	1844	2136	0	0	0	\$303.75	5
#22	\$112.85 Oil change/lube, rotated tires, cleaning supplies and lubricant, tire repair	\$1,823.25	5,383	89082	\$597.15	82	0	1339	1421	0	0	0	\$303.75	0
#23	\$97.67 Repaired side light, replaced windshield wipers, replaced seat and radio, cleaning supplies and lubricant, tire repair	\$0.00	330	58190	\$31.50	1	5	88	94	0	0	0	\$303.75	0
#24	\$97.68 Oil change/lube, rotated tires, replaced right headlight, cleaning supplies and lubricant	\$640.00	1,511	63803	\$346.47	40	50	544	634	0	0	0	\$303.75	0
#25	\$374.58 Oil change/lube, rotated tires, cleaning supplies and lubricant, idler pulley and brake replaced	\$800.71	1,674	57099	\$115.84	17	16	356	389	0	0	0	\$303.75	0
#26	\$97.68 Oil change/lube, replaced overhead light on drivers side, cleaning supplies and lubricant	\$1,137.22	2,258	55494	\$310.79	83	25	710	818	1	0	0	\$303.75	0
TOTALS		\$2,031.64	\$10,442.58	22,591	\$3,498.21	1,204	774	5,762	7,747	248	69	155	\$5,076.25	5

Rides This Month:	Year to Date Rides:	REIMBURSEMENTS:\$48,102.82/\$46,733.74	FROM:KDOT	FOR :MARCH 2013/APRIL 2013
CITY LINK RIDERSHIP: 6,368	26,232			# on Mini Bus ADA List: 273
MINI BUS RIDERSHIP: 1,379	6,390			# on Mini Bus DR List: 29
	32,622			# on City Link Half Fare: 86

City Link Ridership Yearly Comparison



Meetings of Note

5th Annual Human Resources Workshop

Featuring Candy Whirley

From the Hawaiian Islands to London, England, and Seoul, Korea, Candy Whirley is famous for her high energy level, enthusiasm, innovative methods and contagious sense of humor. As a humorous keynote speaker, she combines light-hearted training techniques with more than 20 years of experience helping professionals improve their job performance and achieve their personal goals.

Candy has been an event keynoter for many different industries, including:

- Training
- Retail
- Customer service (certified by International Customer Service Association – ICOSA)
- Restaurant entertainment
- Management
- Youth ministry



Candy is a past President and former Board Member of the Kansas City Chapter of the National Speakers Association. You may recognize Candy as a former Kansas City Chiefs Chiefette, as a performer at Starlight Theater in Kansas City or as a model for the Kansas City Star Magazine. She graduated Cum Laude from Missouri Western State College with a B.S. Degree in Speech Communications, with a Human Relations Emphasis. She earned her Masters in Management from the University of Phoenix where she was selected by the faculty to present the commencement address.

WHEN / WHERE

Thursday, August 8, 2013—From 8:00 a.m. to 4:00 p.m.
Garden City Community College— Fouse Math and Science Building Lecture Hall, 801 Campus Drive, Garden City, Kansas 67846

COST

\$80/Person (SHRM members \$65) by 8/1/13.
\$90/Person (SHRM members \$75) after 8/1/13.
Includes lunch, program and materials.

RSVP TO: <http://www.shrmswks.com/Registration.asp>

MORE INFORMATION : Call Michelle Stegman at 620.276.1172 or by email at michelle.stegman@gardencityks.us

TOPICS

EMOTIONAL INTELLIGENCE

Know 'em, Manage 'em, Choose 'em

Buckle up....and be ready to be entertained, interactive, energized and enter a new way of thinking!

Have you ever had someone know just what buttons to push! We all have....and that's why Candy loves to teach folks how to get their emotions under control. In this session, you will laugh and learn a lot in an hour about your emotions and how to CALM DOWN with someone saying "Calm Down!" In my session we will analyze your emotions by exploring what aggravates you by knowing exactly what tics you off!

Then we will discuss how to manage the obstacles so you can choose your emotions by being proactive NOT reactive, so you will have a clear head to recognize the emotions in people who are not like you!

BRIDGING THE GAP

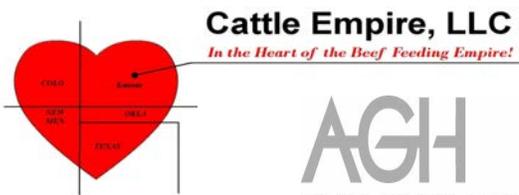
Managing genders, generations and genetics

This interactive, energetic and entertaining presentation will enable participants to recruit and manage top candidates by learning the differences between generations X, Y, Boomers, and Matures, and their work habits and goals. Candy will also share her knowledge of gender differences in order to help participants understand that there is truly a difference in communication and conflict management. Those who have experienced Candy, know this presentation would not be the same without one of her famous activities! Put on your hardhats, you will be building a BRIDGE!



Certification
Credit Pending

A Word of Thanks To Our Sponsors



CHARLESWORTH
BENEFITS, LC



REGISTRATION FORM

Bridging the Gap & Emotional Intelligence

Thursday, August 8, 2013 • 8:00 a.m. – 4:00 p.m.

Name: _____

Company: _____ Title: _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

EXPRESS ENROLLMENT!

Invoice will be mailed

ONLY \$65 Members. \$80 Non-SHRM Members by August 1, 2013

\$75 Members. \$90 Non-SHRM Members after August 1, 2013

MAIL REGISTRATION AND PAYMENT TO:

SHRM of Southwest Kansas

P.O. Box 2401

Garden City, KS 67846

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

(Published in The Garden City Telegram on the _____ day of _____, 2013)

RESOLUTION NO. _____

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

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

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

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

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

1605 George Street- White couch in front yard on property.

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 18th day of June, 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK



1605 GEORGE



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 6/12/2013
Re: The awning at 110 Stevens Avenue is unsafe, unfit, and dilapidated.

ISSUE: The awning at 110 Stevens is unsafe, unfit, and dilapidated.

BACKGROUND:

On January 28, 2013 a letter was sent to Chris Rogers who is listed as the owner of 110 Stevens. The letter was returned.

Another letter was sent on February 12, 2013. That letter was returned also.

Alternatives:

1. Owner repair or demolish the awning.
2. Governing body cause the structure to be repair or demolish the awning.

Recommendation: Governing body to cause the structure to be repair or have the awning removed.

Fiscal Note: None at this time

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

RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AT WHICH THE OWNER, OWNER'S AGENT, ANY LIENHOLDER OF RECORD AND ANY OCCUPANT OF THE STRUCTURE MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED, OR DEMOLISHED AND REMOVED, PURSUANT TO SECTION 18-81 ET SEQ OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has found that there exists within the city structures which are unsafe, unfit or dangerous for human use or habitation because of conditions caused by dilapidation, deterioration, disrepair, or casualty and that such conditions are adverse to the general welfare of the city in that they have a blighting influence on adjoining properties, neighborhoods, and the city as a whole, or are injurious to the health, safety, and welfare of the residents of the city and,

WHEREAS, the enforcing officer(s) has found an unsafe, unfit or dangerous structure existing as a result of dilapidation, deterioration, disrepair, or casualty does exist at:

110 Stevens Avenue

(See attached Report of Findings with supporting exhibits.)

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Garden City, Kansas that a hearing is hereby set for August 6th, 2013, at 2:00 pm in the afternoon in the Commission Room at the City Administrative Center, 301 N. Eighth Street, Garden City, Kansas and any owner, owner's agent, any lienholder of record and any occupant is hereby notified to appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK



1/25/05



STAFF REPORT
GC2013-35: Rezoning from "A" Agriculture District to "P-F" Public Facilities District,
325 S. Jennie Barker Rd, Garden City, KS

GENERAL INFORMATION

Date:	April 29, 2013	Jurisdiction:	Garden City
Owner:	City of Garden City		
Applicant:	City of Garden City		
Requested Action:	Rezoning from "A" Agriculture District to "P-F" Public Facilities District		
Purpose:	Rezone to expand Water Treatment Plant		
Location address:	325 S. Jennie Barker Rd.		
Comprehensive Plan:	Proposed land use is consistent with the Comprehensive Plan		
Sites Existing Zoning:	"A" Agriculture District		
Surrounding Zoning:	North	"I-3" Heavy Industrial District	
	South	"P-F" Public Facilities District	
	East	"A" Agriculture District	
	West	"A" Agriculture District	
Land Area:	Contains 11 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The City recently purchased this property to expand the wastewater treatment facility and also construct an electric generation facility.
2. The property has been surveyed and annexed by the City.
3. The applicant shall comply with regulations regarding "P=F" Public Facilities District in the Garden City Zoning Regulations.
4. The property is in the Current .2% annual chance (500 year) Flood Zone, which does not require any special permission to build in.
5. Rezoning of the property shall be contingent on the submission of a plat for the property.

RECOMMENDATION

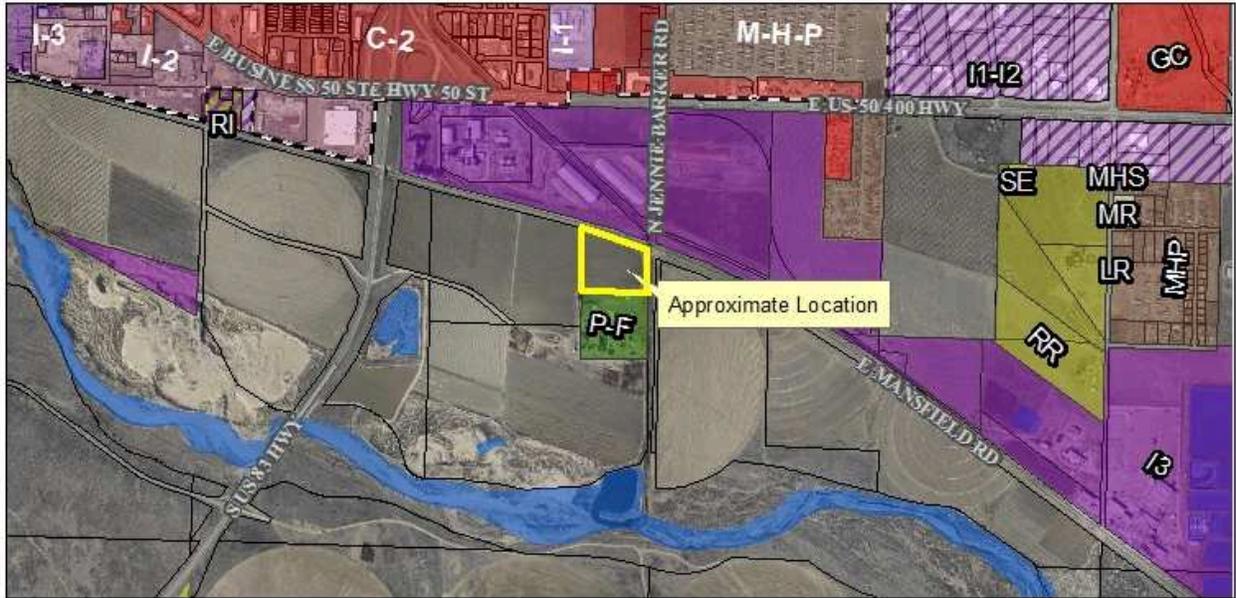
Staff recommends approval of the rezoning.

PLANNING COMMISSION RECOMMENDATION: Approved.

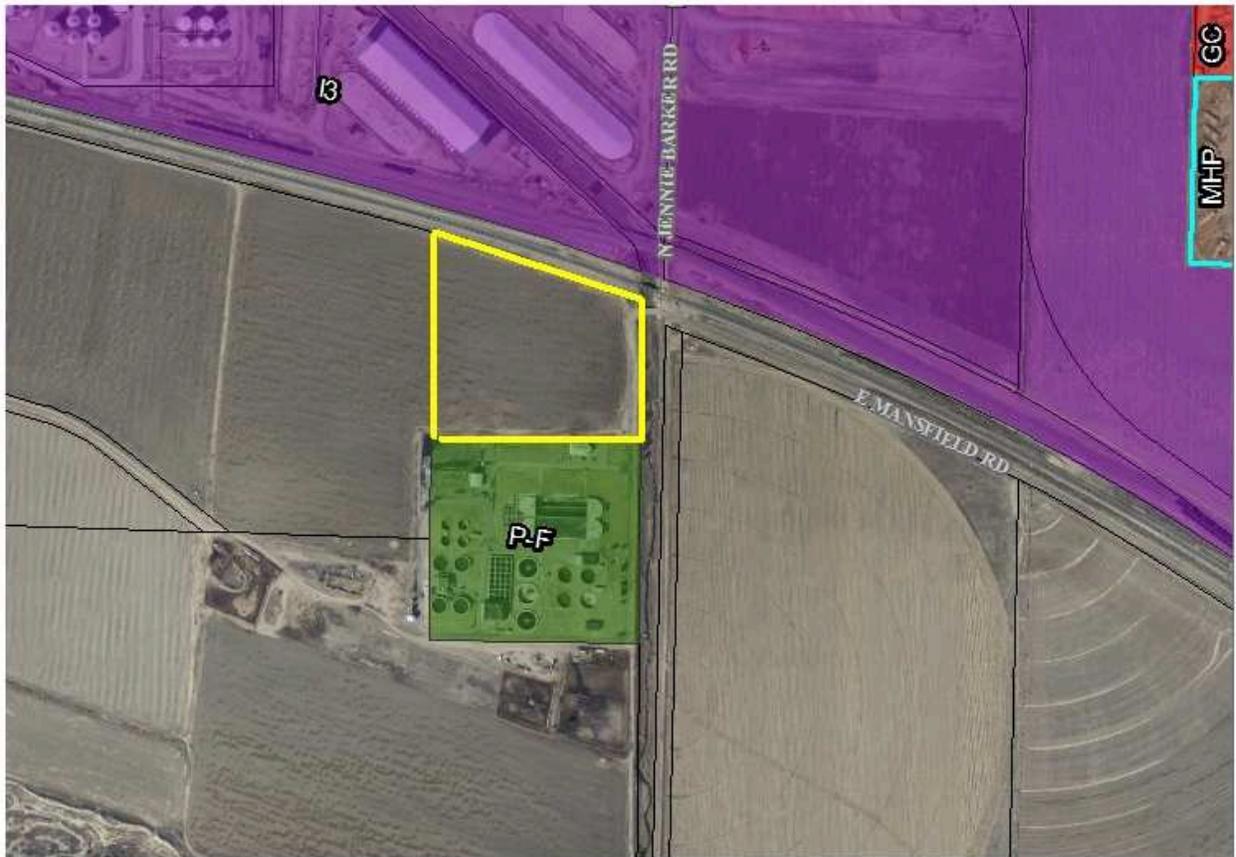
Members Present- 5

Yea vote- 5

Nay vote- 0



Case Number: GC2013-35
 Applicant: City of Garden City
 Address: Approx. 325 S. Jennie Barker
 Request: Rezone from "A" to "PF" Public Facilities





Property to the North of Site



Property to the East of Site



View of Site from Northeast Corner



View of Site from the East



View of Site from the Southeast Corner



Property to the South of Site

(Published in the Garden City Telegram on the _____ day of June, 2013)

ORDINANCE NO.

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "A" AGRICULTURAL DISTRICT TO "P-F" PUBLIC FACILITIES DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

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

The boundary of the "P-F" Public Facilities District is hereby amended to include the following described real property:

A tract of land beginning 2,254.90 feet South and 104 feet West of the Northeast corner of Section Twenty-one (21), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., thence West along a line 780.00 feet to an iron pin found; thence North on an interior angle of 90°00' and parallel to the East Section line a distance of 746.16 feet to an iron pin with cap stamped KLS 891 thence S74°26'40"E 809.66 feet to an iron pin with cap stamped KLS 891; thence South parallel to the East Section line a distance of 529.03 feet to the point of beginning, containing 11.41 acres, more or less, EXCEPT AND EXCLUDING all water rights and all oil, gas and mineral rights,

Subject only to rights-of-way and easements, including oil and gas leases, of record.

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

SECTION 5. The current Zoning Ordinance and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same hereby are repealed, to be replaced as specified in this ordinance.

SECTION 6. That this ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 7th day of August, 2012.

DAN FANKHAUSER, Mayor

ATTEST:

Celyn N. Hurtado,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor



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

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 6/14/2013
Re: An Ordinance Adopting a Development Plan, and Establishing the East Cambridge Square Phase II RHID.

ISSUE: An Ordinance Adopting a Development Plan, and Establishing the East Cambridge Square Phase II RHID.

BACKGROUND: The East Cambridge Square Phase II 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 will be using private financing to fund the eligible costs of the RHID. The City will reimburse property tax increments to the developer over the life of the project, which is up to fifteen (15) years.

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

**DEVELOPMENT PLAN
FOR THE EAST CAMBRIDGE SQUARE PHASE 2 RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
FEBRUARY, 2013**

INTRODUCTION

On October 16, 2012 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution No. 2506-2012 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. 12-5219 et seq.)

Following the adoption of Resolution No. 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 East Cambridge Square Phase 2 Rural Housing Incentive District (the District) (Resolution 2506-2012, exhibits F-1 and F-2).

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.

1. The legal description of the East Cambridge Square Phase 2 Rural Housing Incentive District is: A tract of land located in the NW/4 of the SE/4 of Sec. 16, Twn 24S, Rng 32W of the 6th P.M., Finney County, more particularly described as follows:
Commencing at the NW corner of said SE/4 being a found Aluminum cap, Garden City; thence S 89°44'00" E on the N line of said SE/4 a distance of 528.00 feet; thence S 00°00'50" W a distance of 898.45 feet to the point of beginning being a set ½" R-bar, Parks cap typical; thence S 89°59'10" E a distance of 170.00 feet to a set ½ R-bar; thence N 00°00'50" E a distance of 75.00

feet to a set ½" R-bar; thence S 89°59'10" E a distance of 100.00 feet to a set ½" R-bar; thence N 00°00'50" E a distance of 225.00 feet to a set ½" R-bar; thence S 89°44'00" E a distance of 282.14 feet to a set ½" R-bar; thence S 80°48'33" E a distance of 128.81 feet to a set ½" R-bar; thence S 44°13'38" E a distance of 127.99 feet to a set ½" R-bar; thence S 08°33'59" E a distance of 127.50 feet to a set ½" R-bar; thence S 00°06'18" W on the E line of record of said NW/4 a distance of 483.99 feet to a found ½ " R-bar, origin unknown; thence N 89°40'57" W on the N line of the McNaughton's Replat a distance of 367.47 feet to a found ½" R-bar, origin unknown; thence N 89°43'42" W on the N line of the Prairie Plaza Subdivision a distance of 419.39 feet to a found ½" R-bar, Matthews; thence N 00°00'50" E a distance of 419.72 feet to the point of beginning, containing 11.1 acres, more or less.

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

2. The assessed valuation of all real estate within the District for 2012 is \$3,330.00.
3. The name and address of the owner of record for the real estate with in the District is:

East Cambridge, LLC
 117 Grant Ave
 Garden City, KS 67846

4. The housing and public facilities project that are proposed to be constructed include the following:

Housing Facilities

There will be twenty-eight (28) single family homes and thirteen (13) duplexes with fenced yards and landscaping.

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.

5. 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:

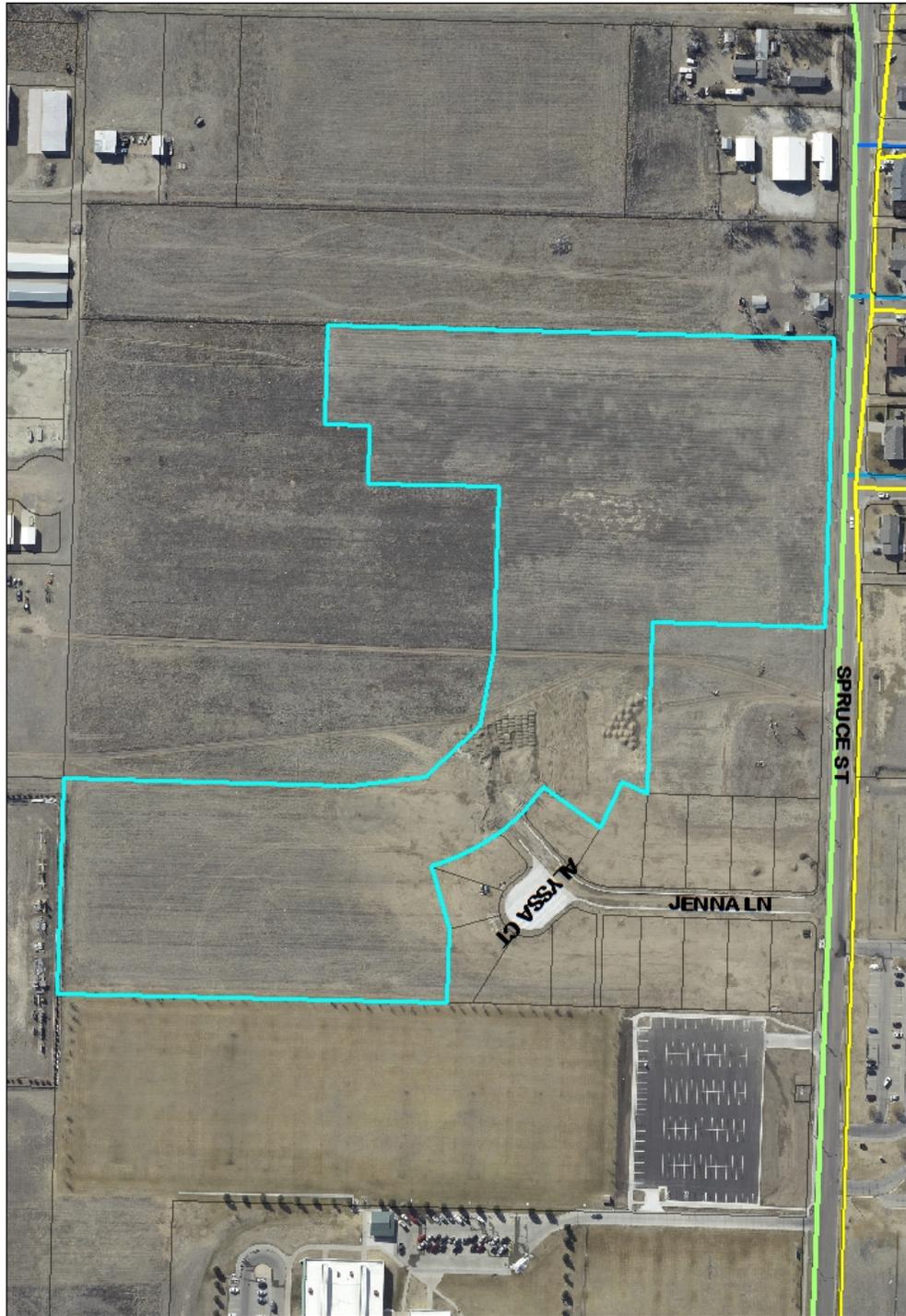
Owner of Real Property:	East Cambridge LLC 117 Grant Ave. Garden City, KS 67846
Developer: (Site Work and Infrastructure)	East Cambridge LLC 117 Grant Ave. Garden City, KS 67846

1. The Governing Body of the City entered into a Development Agreement with East Cambridge, LLC, in June 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**.
2. The City conducted 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 EAST CAMBRIDGE SQUARE PHASE 2
RURAL HOUSING INCENTIVE DISTRICT

East Cambridge Square Phase 2 Addition to Garden City, KS



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

Cost of Infrastructure Improvements	
\$	1,543,755.00

	Current Value	Property Class	Mill Levy	Annual Tax
Estimate	\$ 3,330.00	30.0%	0.128716	\$ 128.59

Approximate Lot Size	Land + Building	Property Class	Mill Levy	Assessed Value	Increment	Number of Lots	
94x100 (Duplex)	\$ 194,350.00	11.5%	0.128716	\$ 2,876.83	\$ 2,748.25	1	\$ 2,748.25
93x120	\$ 169,200.00	11.5%	0.128716	\$ 2,504.56	\$ 2,375.97	1	\$ 2,375.97
89x100	\$ 168,600.00	11.5%	0.128716	\$ 2,495.67	\$ 2,367.09	1	\$ 2,367.09
84x120	\$ 167,850.00	11.5%	0.128716	\$ 2,484.57	\$ 2,355.99	1	\$ 2,355.99
83x120	\$ 167,700.00	11.5%	0.128716	\$ 2,482.35	\$ 2,353.77	2	\$ 4,707.53
82x100	\$ 167,550.00	11.5%	0.128716	\$ 2,480.13	\$ 2,351.54	1	\$ 2,351.54
80x120	\$ 167,250.00	11.5%	0.128716	\$ 2,475.69	\$ 2,347.10	1	\$ 2,347.10
78x100	\$ 166,950.00	11.5%	0.128716	\$ 2,471.25	\$ 2,342.66	1	\$ 2,342.66
76x100	\$ 166,650.00	11.5%	0.128716	\$ 2,466.81	\$ 2,338.22	1	\$ 2,338.22
75x120	\$ 166,500.00	11.5%	0.128716	\$ 2,464.59	\$ 2,336.00	9	\$ 21,024.02
75x120 (Duplexes)	\$ 191,500.00	11.5%	0.128716	\$ 2,834.65	\$ 2,706.06	3	\$ 8,118.18
75x100	\$ 166,500.00	11.5%	0.128716	\$ 2,464.59	\$ 2,336.00	7	\$ 16,352.02
72x121	\$ 166,050.00	11.5%	0.128716	\$ 2,457.93	\$ 2,329.34	1	\$ 2,329.34
72x115	\$ 166,050.00	11.5%	0.128716	\$ 2,457.93	\$ 2,329.34	1	\$ 2,329.34
Combined Lot (Duplexes)	\$ 1,659,520.00	11.5%	0.128716	\$ 24,564.78	\$ 24,436.19	1	\$ 24,436.19

15 year Estimate for Build Out Over Time							
	Estimated Value	Property Class	Mill Levy	Est. Property Tax	Annual Increment	Increment Years	Total Rebate
5 Duplexes	\$ 921,955.56	11.5%	0.128716	\$ 13,647.10	\$ 13,518.51	15	\$ 202,777.68
5 Duplexes	\$ 931,914.44	11.5%	0.128716	\$ 13,794.51	\$ 13,665.93	14	\$ 191,322.98
3 Duplexes and 4 SFH	\$ 1,244,250.00	11.5%	0.128716	\$ 18,417.81	\$ 18,289.22	13	\$ 237,759.92
6 SFH	\$ 999,000.00	11.5%	0.128716	\$ 14,787.54	\$ 14,658.95	12	\$ 175,907.40
6 SFH	\$ 1,000,800.00	11.5%	0.128716	\$ 14,814.18	\$ 14,685.59	11	\$ 161,541.54
6 SFH	\$ 999,450.00	11.5%	0.128716	\$ 14,794.20	\$ 14,665.61	10	\$ 146,656.11
6 SFH	\$ 836,550.00	11.5%	0.128716	\$ 12,382.90	\$ 12,254.31	9	\$ 110,288.79
						Total	\$ 1,226,254.43

If the buildings and property are valued at a combined and are built out over approximately seven years the increment tax for 15 years would total approximately \$1,226,250.00. This would not meet the amount estimated to be spent on the infrastructure but would meet a substantial portion thereof.

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

Development Agreement
EAST CAMBRIDGE SQUARE PHASE 2

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this ____ day of June, 2013, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **East Cambridge LLC** (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 residential development to be known as “East Cambridge Square Phase 2” (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**, further described as East Cambridge Square Phase 2 Project, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of single family residences, duplexes, 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 East Cambridge LLC or 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 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 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.

Material Change—shall mean 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 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 apartment 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 the multi-family residences and structures, including surface parking facilities, and screening and site landscaping 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 November 27, 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. Developer shall commence construction of the Development Project and Internal Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

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.

3.2.1 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance 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 Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.3 CONCEPT SITE PLAN. Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site plan is hereby approved by the Parties. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project provided, however, that 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.

3.4.3 CERTIFICATION OF SUBSTANTIAL COMPLETION. Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements and/or Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Internal Infrastructure Improvements, Developer will dedicate to City, and City will accept, title to the Public Improvements designated on **Exhibit D**. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward, and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in city. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance of operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 FINANCING OF PUBLIC IMPROVEMENTS. All costs of the Internal Infrastructure Improvements shall be paid in cash or finance by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the 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 Developer, 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).

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:

Dean Ryan
East Cambridge LLC
117 Grant Ave
Garden City, KS 67846
Phone: (620) 275-9614

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 5.16.7** 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 rising 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, Developer 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: _____
Dan Fankhauser, Mayor

Dated: June ____, 2013

ATTEST: (SEAL)

Celyn N. Hurtado, City Clerk

East Cambridge LLC

By: _____
Dean Ryan

Dated: June ____, 2013

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for the East Cambridge Square Phase 2 Project
Exhibit C	The East Cambridge Square Phase 2 Site Development Plan
Exhibit D	Eligible costs for the East Cambridge Square Phase 2 Project
Exhibit E	Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land located in the NW/4 of the SE/4 of Sec. 16, Twn 24S, Rng 32W of the 6th P.M., Finney County, more particularly described as follows:

Commencing at the NW corner of said SE/4 being a found Aluminum cap, Garden City; thence S 89°44'00" E on the N line of said SE/4 a distance of 528.00 feet; thence S 00°00'50" W a distance of 898.45 feet to the point of beginning being a set ½" R-bar, Parks cap typical; thence S 89°59'10" E a distance of 170.00 feet to a set ½ R-bar; thence N 00°00'50" E a distance of 75.00 feet to a set ½" R-bar; thence S 89°59'10" E a distance of 100.00 feet to a set ½" R-bar; thence N 00°00'50" E a distance of 225.00 feet to a set ½" R-bar; thence S 89°44'00" E a distance of 282.14 feet to a set ½ R-bar; thence S 80°48'33" E a distance of 128.81 feet to a set ½" R-bar; thence S 44°13'38" E a distance of 127.99 feet to a set ½" R-bar; thence S 08°33'59" E a distance of 127.50 feet to a set ½" R-bar; thence S 00°06'18" W on the E line of record of said NW/4 a distance of 483.99 feet to a found ½ " R-bar, origin unknown; thence N 89°40'57" W on the N line of the McNaughton's Replat a distance of 367.47 feet to a found ½" R-bar, origin unknown; thence N 89°43'42" W on the N line of the Prairie Plaza Subdivision a distance of 419.39 feet to a found ½" R-bar, Matthews; thence N 00°00'50" E a distance of 419.72 feet to the point of beginning, containing 11.1 acres, more or less.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE EAST CAMBRIDGE SQUARE
PHASE 2 PROJECT

East Cambridge Square Phase 2 Addition to Garden City, KS



EXHIBIT C

THE EAST CAMBRIDGE SQUARE PHASE 2 SITE DEVELOPMENT PLAN

EXHIBIT D

ELIGIBLE COSTS FOR
THE EAST CAMBRIDGE SQUARE PHASE 2 PROJECT

The East Cambridge Square Phase 2 Site Work Estimates:

Eligible Costs	
RHID Participation: Infrastructure	
Streets and Curb & Gutter	\$ 419,265.00
Water Service	\$ 107,600.00
Sewer Service	\$ 165,640.00
Electric Service	\$ 160,000.00
SubTotal Infrastructure Costs	\$ 852,505.00
Other Improvement Cost for RHID:	
Survey Costs	\$ 10,000.00
Engineering	\$ 20,000.00
<i>Concrete Work</i>	\$ 219,250.00
Wood fences	\$ 150,000.00
Sprinkler systems	\$ 164,000.00
Lawn installation	\$ 90,000.00
Landscaping/Shrubs	\$ 30,000.00
Entry sign to Addition/Landscape	\$ 8,000.00
SubTotal – Other Improvements	\$ 691,250.00
Total	\$1,543,755.00

*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 East Cambridge LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of June ___, 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: _____

East Cambridge 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 (EAST CAMBRIDGE SQUARE PHASE II 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 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 19, 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. 2526-2013 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 June 18, 2013, and provided for notice of such public hearing as provided in the Act: and

WHEREAS, a public hearing was held on June 18, 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 June 18, 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 located in the NW/4 of the SE/4 of Sec. 16, Twn 24S, Rng 32W of the 6th P.M., Finney County, more particularly described as follows:

Commencing at the NW corner of said SE/4 being a found Aluminum cap, Garden City; thence S 89°44'00" E on the N line of said SE/4 a distance of 528.00 feet; thence S 00°00'50" W a distance of 898.45 feet to the point of beginning being a set ½" R-bar, Parks cap typical; thence S 89°59'10" E a distance of 170.00 feet to a set ½" R-bar; thence N 00°00'50" E a distance of 75.00 feet to a set ½" R-bar; thence S 89°59'10" E a distance of 100.00 feet to a set ½" R-bar; thence N 00°00'50" E a distance of 225.00 feet to a set ½" R-bar; thence S 89°44'00" E a distance of 282.14 feet to a set ½" R-bar; thence S 80°48'33" E a distance of 128.81 feet to a set ½" R-bar; thence S 44°13'38" E a distance of 127.99 feet to a set ½" R-bar; thence S 08°33'59" E a distance of 127.50 feet to a set ½" R-bar; thence S 00°06'18" W on the E line of record of said NW/4 a distance of 483.99 feet to a found ½ " R-bar, origin unknown; thence N 89°40'57" W on the N line of the McNaughton's Replat a distance of 367.47 feet to a found ½" R-bar, origin unknown; thence N 89°43'42" W on the N line of the Prairie Plaza Subdivision a distance of 419.39 feet to a found ½" R-bar, Matthews; thence N 00°00'50" E a distance of 419.72 feet to the point of beginning, containing 11.1 acres, more or less.

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 June 18, 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 June 18, 2013.

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

Old Business

RESOLUTION NO. ____-2013

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF THE CITY'S (I) GENERAL OBLIGATION BONDS, SERIES 2013-A, IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$7,792,000 AND (II) TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013-B IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$612,000.

WHEREAS, the governing body of the City of Garden City, Kansas (the "City") has authorized certain improvements in the City and has authorized the issuance of general obligation bonds to pay the costs of all or a part of the costs of the improvements; and

WHEREAS, it is necessary to authorize and provide for the public sale of general obligation bonds of the City.

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

SECTION 1. Authorization of Public Sale. The City's (i) General Obligation Bonds, Series 2013-A, in the approximate principal amount of \$7,792,000 (the "2013-A Bonds") and (ii) Taxable General Obligation Bonds, Series 2013-B in the approximate principal amount of \$612,000 (the "Series 2013-B Bonds"), are authorized to be offered at a competitive public sale on Tuesday, July 16, 2013 at 11:00 A.M. Central Time, or on another date approved by the Mayor that is also the date of a city commission meeting. The City Clerk is authorized and directed to receive bids for the Bonds on behalf of the City and to deliver the bids received to the governing body at its meeting to be held at 1:00 P.M. on the sale date, where the governing body will consider and take action on the bids received.

SECTION 2. Authorization of Summary Notice of Bond Sale and Publication. Triplett, Woolf & Garretson, LLC, Wichita, Kansas, the City's Bond Counsel ("Bond Counsel") is authorized to prepare a Summary Notice of Bond Sale on behalf of the City and Bond Counsel and the City Clerk are authorized to arrange for publication of the Summary Notice of Bond Sale as required by law, at least six (6) days before the date of the public sale, in a newspaper of general circulation in Finney County, Kansas and in *The Kansas Register*, the official newspaper of the State of Kansas.

SECTION 3. Authorization of Official Notice of Bond Sale, Official Bid Form and Preliminary Official Statement. Bond Counsel is authorized and directed to prepare an Official Notice of Bond Sale and Official Bid Form for the sale of the 2013-A Bonds and 2013-B Bonds (collectively, the "Bonds") in cooperation with the City Clerk and George K. Baum & Company, Wichita, Kansas, the City's Financial Advisor ("Financial Advisor"). The Financial Advisor is authorized and directed to prepare the Preliminary Official Statement for the Bonds, in cooperation with Bond Counsel and the City Clerk, and the Mayor and the City Clerk are authorized to execute the Preliminary Official Statement. The Preliminary Official Statement,

Official Notice of Bond Sale and Bid Form are authorized to be distributed (in their entirety) to prospective purchasers of the Bonds before the sale date.

SECTION 4. SEC Rule Compliance. To permit the purchaser of the Bonds to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “SEC Rule”) the Mayor, City Clerk or the City Manager are authorized, if requested to do so, to certify to the purchaser of the Bonds that the City deems the information in the Preliminary Official Statement “final” as of its date except for the omission of information as permitted by the SEC Rule and to take such other actions as such City officers find necessary to permit the purchaser of the Bonds to comply with the SEC Rule. The City further agrees that, on or before the date the Bonds are delivered, it will enter into a written undertaking to provide continuing disclosure about the City while the Bonds remain outstanding, if required by the applicable sections of the SEC Rule.

SECTION 5. Authorization of Additional Actions as Required. The Mayor, the City Clerk, Bond Counsel and the Financial Advisor are authorized and directed to take all such other actions as are necessary to complete the public sale of the Bonds.

SECTION 6. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on June 18, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

PRELIMINARY OFFICIAL STATEMENT

**NEW ISSUE - BOOK-ENTRY ONLY
BANK QUALIFIED**

RATING:

*In the opinion of Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2013-A Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is excluded from computation of Kansas adjusted gross income. The Series 2013-A Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The stated interest on the Series 2013-B Bonds is **included** in gross income for federal income tax purposes. The interest on the Series 2013-B Bonds is exempt from income taxation by the State of Kansas. See "LEGAL MATTERS - Opinion of Bond Counsel" herein.*

**\$7,792,000
CITY OF GARDEN CITY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2013-A**

**\$612,000
CITY OF GARDEN CITY, KANSAS
TAXABLE GENERAL OBLIGATION BONDS
SERIES 2013-B**

Dated: August 1, 2013

Due: November 1, as shown on inside cover

The General Obligation Bonds, Series 2013-A (the "Series 2013-A Bonds") and the Taxable General Obligation Bonds, Series 2013-B (the "Series 2013-B Bonds," and collectively with the Series 2013-A Bonds, the "Bonds") will be issued by the City of Garden City, Kansas (the "Issuer"), as fully registered bonds, without coupons and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denominations of \$5,000 (except one Series 2013-A Bond in the denomination of \$2,000 and one Series 2013-B Bond in the denomination of \$2,000 (or such amount added to a \$5,000 integral multiple thereof) (the "Authorized Denomination")). Purchasers will not receive certificates representing their interests in the Bonds purchased. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Bond owners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as herein defined) of the Bonds. Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the office of the Treasurer of the State of Kansas, Topeka, Kansas, as bond registrar and paying agent (the "Paying Agent" and "Bond Registrar"). Interest payable on each Bond shall be paid to the persons who are the registered owners of the Bonds as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding each interest payment date by check or draft of the Paying Agent mailed to such registered owner, or in the case of a registered owner that is a securities depository, by wire transfer. So long as DTC or its nominee, Cede & Co., is the Owner of the Bonds, such payments will be made directly to DTC. DTC is expected, in turn, to remit such principal and interest to DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners. Principal of the Bonds will be payable annually on November 1, beginning in 2014, and semiannual interest will be payable on May 1 and November 1, beginning on May 1, 2014.

MATURITY SCHEDULE LISTED ON INSIDE COVER PAGE

The Bonds maturing on November 1, 2022 and thereafter will be subject to redemption prior to maturity at the option of the Issuer on November 1, 2021 or thereafter as described herein. See "THE BONDS - Redemption Provisions" herein.

The Bonds and the interest thereon will constitute general obligations of the Issuer, payable in part from special assessments levied upon the property benefited by the construction of certain public improvements (as hereinafter described in the section entitled "THE PROJECTS"), and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

The Bonds are offered when, as and if issued by the Issuer, subject to the approval of legality by Triplett, Woolf & Garretson, LLC, Wichita, Kansas, Bond Counsel. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about August 14, 2013.

**BIDS WILL BE RECEIVED ON JULY 16, 2013
UNTIL 11:00 A.M., CENTRAL DAYLIGHT SAVINGS TIME,
AT CITY HALL, 301 N. 8TH STREET, GARDEN CITY, KANSAS 67846**

THE DATE OF THIS PRELIMINARY OFFICIAL STATEMENT IS JUNE 18, 2013.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$7,792,000
CITY OF GARDEN CITY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2013-A

MATURITY SCHEDULE

<u>Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rates</u>	<u>Yield</u>	<u>CUSIP ⁽¹⁾</u> <u>Base 365028:</u>
2014	\$ 602,000			
2015	655,000			
2016	675,000			
2017	690,000			
2018	710,000			
2019	730,000			
2020	750,000			
2021	775,000			
2022	795,000			
2023	820,000			
2024	110,000			
2025	115,000			
2026	120,000			
2027	120,000			
2028	125,000			

\$612,000
CITY OF GARDEN CITY, KANSAS
TAXABLE GENERAL OBLIGATION BONDS
SERIES 2013-B

<u>Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rates</u>	<u>Yield</u>	<u>CUSIP ⁽¹⁾</u> <u>Base 365028:</u>
2014	\$ 47,000			
2015	55,000			
2016	55,000			
2017	60,000			
2018	60,000			
2019	60,000			
2020	65,000			
2021	65,000			
2022	70,000			
2023	75,000			

(All plus accrued interest, if any)

(1) CUSIP numbers have been assigned to this issue by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc., and are included solely for the convenience of the Owners of the Bonds. Neither the Issuer nor the Underwriter shall be responsible for the selection or correctness of the CUSIP numbers set forth above.

No dealer, broker, salesman or other person has been authorized by the Issuer or the Underwriters to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the Issuer and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. THE COVER PAGE IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO, TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

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CITY OF GARDEN CITY, KANSAS

City of Garden City
301 North 8th
P.O. Box 499
Garden City, Kansas 67846
(620) 276-1100

CITY COMMISSION

Dan Fankhauser, Mayor
Roy Cessna, Vice Mayor
Melvin Dale, Commissioner
Janet Doll, Commissioner
Chris Law, Commissioner

APPOINTED OFFICIALS

Matthew C. Allen, City Manager
Melinda A. Hitz, Finance Director
Celyn N. Hurtado, City Clerk

ISSUER'S COUNSEL

Randall D. Grisell, Esq.
Garden City, Kansas

CERTIFIED PUBLIC ACCOUNTANTS

Lewis, Hooper & Dick
Garden City, Kansas

BOND COUNSEL

Triplett, Woolf & Garretson, LLC
Wichita, Kansas

FINANCIAL ADVISOR

George K. Baum & Company
Wichita, Kansas

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OFFICIAL STATEMENT

\$7,792,000
CITY OF GARDEN CITY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2013-A

\$612,000
CITY OF GARDEN CITY, KANSAS
TAXABLE GENERAL OBLIGATION BONDS
SERIES 2013-B

INTRODUCTION

General Matters

The purpose of this Official Statement is to furnish information relating to the City of Garden City, Kansas (the "Issuer" or the "City"), and the Issuer's General Obligation Bonds, Series 2013-A (the "Series 2013-A Bonds") and the Taxable General Obligation Bonds, Series 2013-B (the "Series 2013-B Bonds," and collectively with the Series 2013-A Bonds, the "Bonds"), dated August 1, 2013 (the "Dated Date").

The Appendices to this Official Statement are integral parts of this document, to be read in their entirety.

All financial and other information presented herein has been compiled by the City. The presentation of information herein, including tables of receipts from various taxes, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as might be shown by such financial or other information, will necessarily continue or be repeated in the future. Bond Counsel has not assisted in the preparation nor reviewed this Official Statement, except to the extent described under the section captioned "LEGAL MATTERS," and accordingly express no opinion as to the accuracy or sufficiency of any other information contained herein.

Certain capitalized terms used in this Official Statement and not otherwise defined herein shall have the meanings given to such terms in the ordinance and resolution of the City authorizing the Bonds.

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule"), requiring continuous secondary market disclosure for certain issues. In the Bond Resolution, hereinafter defined, the Issuer has authorized an undertaking on its part to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by the owners of the Bonds. The City has never failed to comply in all material respects with any previous undertakings with regard to said Rule or to provide annual reports or notices of material events. For more information regarding the City's continuing disclosure undertaking, see "APPENDIX C – Form of Continuing Undertaking" herein.

Additional Information

Additional information regarding the City or the Bonds may be obtained from Ms. Melinda Hitz, Finance Director, City Hall, City of Garden City, 301 North 8th, P.O. Box 499, Garden City, Kansas 67846, (620) 276-1100 or from the City's Financial Advisor, George K. Baum & Company, 100 North Main, Suite 810, Wichita, Kansas 67202, (316) 264-9351.

THE BONDS

Authority and Purpose for the Bonds

The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 et seq., K.S.A. 12-6a01 et seq., K.S.A. 12-1736 through 1739, inclusive, K.S.A. 12-685 to 12-690, inclusive, Charter Ordinance No. 13, and Article 12, §5 of the Kansas Constitution, all as amended and supplemented from time to time. The Bonds are issued pursuant to an Ordinance of the

City authorizing their issuance, and a Resolution setting forth the terms, details and conditions of the Bonds, both adopted by the governing body of the City on July 16, 2013, (jointly the "Bond Resolution"), for the purpose of providing permanent financing for a portion of the cost of certain internal improvements (the "Improvements") authorized by the City.

Security for the Bonds

The Bonds are general obligations of the City payable in part from special assessments levied upon property in the City benefitted by certain of the improvements, and, if not so paid, from ad valorem taxes levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due. In the Bond Resolution the governing body of the City covenants to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

Description of the Bonds

The Bonds are issued as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (except one Series 2013-A Bond in the denomination of \$2,000 and one Series 2013-B Bond in the denomination of \$2,000 (or such amount added to a \$5,000 integral multiple thereof)). The Bonds are dated August 1, 2013 (the "Dated Date"). Interest on the Bonds is payable semiannually on May 1 and November 1 in each year beginning May 1, 2014 ("Interest Payment Dates"). The principal of the Bonds becomes due in the amounts and on the dates described on the inside cover page of this Official Statement and is subject to redemption before maturity as described on the cover page of this Official Statement and below. The Bonds bear interest (computed on the basis of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date on which interest has been paid.

Designation of Paying Agent and Bond Registrar

Pursuant to K.S.A. 10-620 the City has appointed a paying agent and bond registrar as described in the Bond Resolution. The Treasurer of the State of Kansas, Topeka, Kansas (the "Bond Registrar" and "Paying Agent"), has been designated by the City as paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to registration, transfer and exchange of Bonds.

Method and Place of Payment of the Bonds

The principal of and interest on the Bonds and the redemption price of Bonds called for redemption is payable in lawful money of the United States of America. The principal or redemption price of a Bonds will be paid at maturity or on the redemption date upon presentation of the Bonds for payment at the office of the Paying Agent, by check or draft of the Paying Agent payable to the person in whose name such Bond is registered on the Bond Register on the maturity or redemption date.

The interest on each Bond is payable on the Interest Payment Dates to the Owner of that Bond as shown on the Bond Register at the close of business on the 15th day of the month before the Interest Payment Date ("Record Date") by (a) check or draft of the Paying Agent mailed to the Owners at their addresses shown on the Bond Register; (b) at another address an Owner has provided (in writing) to the Paying Agent, or (c) in the case of any interest payment to a registered owner of more than \$500,000 aggregate principal amount of the Bonds or an owner that is a securities depository, by wire transfer to such Owner provided such Owner provides written notice to the Paying Agent not less than 15 days before the Record Date for such interest payment, containing the electronic transfer instructions, including the bank (which shall be in the United States of America), address, ABA routing number and account number where the wire is to be directed.

If a scheduled payment date for the Bonds falls on a day that is a holiday or not a regular business day for the Paying Agent, the payment may be made on the next succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest will accrue after the scheduled payment date.

SO LONG AS CEDE AND CO., REMAINS THE REGISTERED OWNER OF THE BONDS, THE PAYING AGENT SHALL TRANSMIT PAYMENTS TO THE SECURITIES DEPOSITORY, WHICH SHALL REMIT SUCH PAYMENTS IN ACCORDANCE WITH ITS NORMAL PROCEDURES. See "THE BONDS - Book-Entry Bonds; Securities Depository".

Registration, Transfer and Exchange of Bonds

An agreement between the Issuer and the Paying Agent and Bond Registrar ("Issuer/Agent Agreement") and the Bond Resolution govern the registration, transfer and exchange of the Bonds. The Issuer/Agent agreement incorporates certain provisions of the Uniform Commercial Code relating to registering transfers or exchanges of the Bonds or other securities.

Each Bond issued will be registered by the Paying Agent in the name of its Owner on the Bond Register. As long as a Bond remains outstanding, the Bond Registrar will maintain a Bond Register where all transfers or exchanges of the Bonds will be recorded. A Bond presented for transfer or exchange must be accompanied by a written document making or authorizing a transfer or exchange executed by the Owner of the Bond or a properly authorized agent of the Owner, with a guarantee or other assurance (satisfactory to the Bond Registrar) that the signature is genuine and authorized. Bonds may be transferred or exchanged for new Bonds of the same aggregate principal amount, subject to terms of the Bond Resolution and the Issuer/Agent Agreement. The Issuer and the Bond Registrar are not required to register the transfer or exchange of any Bonds during a period beginning on a Record Date for such Bonds and ending at the close of business on the Interest Payment Date or for a period of 15 days before the date a notice of redemption for such Bonds is mailed.

Mutilated, Lost, Stolen or Destroyed Bonds

The Issuer/Agent Agreement and the Bond Resolution govern the procedures for the replacement of mutilated, lost, stolen or destroyed Bonds. The Issuer/Agent agreement incorporates certain provisions of the Uniform Commercial Code relating to the replacement of such Bonds. The Bond Registrar will replace a Bond that is mutilated, lost, destroyed or wrongfully taken if an indemnity and affidavit of loss, acceptable to the Issuer and the Bond Registrar, is provided by the Owner (at the Owner's expense), and the Issuer and Bond Registrar have not received notice that the Bond has been acquired by a protected or bona fide purchaser. If the mutilated, lost, stolen or destroyed Bond has matured the Issuer may, in its discretion, pay the Bond instead of issuing a replacement. The Issuer may require a payment from the Owner of any tax or other governmental charge that is imposed with respect to replacing a Bond under these provisions.

Book-Entry Bonds: Securities Depository

The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraphs.

The City may decide, subject to the requirements of the Operational Arrangement of DTC (or a successor Security Depository) and the following provisions of this section, to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository).

- (a) If the City determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or
- (b) if the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of

certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

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

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

Redemption of Bonds and Notice of Redemption

At the Issuer's option, the Bonds maturing on November 1, 2022 and thereafter may be called for redemption before maturity beginning on November 1, 2021 and on any date thereafter, in whole or in part (selection of the maturity of Bonds and the amount of Bonds to be redeemed as determined by the Issuer), at the redemption price of the par amount so called, plus accrued interest to the redemption date. Bonds shall be redeemed only in denominations of \$5,000 or integral multiples thereof (except one Series 2013-A Bond in the denomination of \$2,000 and one Series 2013-B Bond in the denomination of \$2,000 (or such amount added to a \$5,000 integral multiple thereof)).

A notice of redemption of Bonds will be given by the Bond Registrar, as instructed by the Issuer, by mailing the notice of redemption to the Owners of the Bonds to be redeemed, by first class mail not less than 30 days before the selected redemption date. Whenever any Bond or portion thereof is called for redemption and payment, all interest on that Bond or portion thereof will cease to accrue from and after the redemption date provided funds are available for payment of the Bond or portion thereof at the specified redemption price.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of the nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bond.

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THE DEPOSITORY TRUST COMPANY

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each scheduled maturity of the Bonds, and will be deposited with DTC.

2. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede &

Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

RISK FACTORS AND INVESTMENT CONSIDERATIONS

A PROSPECTIVE PURCHASER OF THE BONDS DESCRIBED HEREIN SHOULD BE AWARE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE BONDS WHICH MUST BE RECOGNIZED.

Taxation of Interest on the Series 2013-A Bonds

An opinion of Bond Counsel will be obtained to the effect that interest earned on the Series 2013-A Bonds is excludable from gross income for federal income tax purposes under current provisions of the Code, and applicable rulings and regulations under the Code; however, an application for a ruling has not been made and an opinion of counsel is not binding upon the Internal Revenue Service. There can be no assurance that the present provisions of the Code, or the rules and regulations thereunder, will not be adversely amended or modified, thereby rendering the interest earned on the Series 2013-A Bonds includable in gross income for federal income tax purposes. The City has covenanted in the Bond Resolution and in other documents and certificates to be delivered in connection with the issuance of the Series 2013-A Bonds to comply with the provisions of the Code, including those which require the City to take or omit to take certain actions after the issuance of the Series 2013-A Bonds. Because the existence and continuation of the excludability of the interest on the Bonds depends upon events occurring after the date of issuance of the Series 2013-A Bonds, the opinion of Bond Counsel described under "LEGAL MATTERS" assumes the compliance by the City with the provisions of the Code described above and the regulations relating thereto. No opinion is expressed by Bond Counsel with respect to the excludability of the interest on the Series 2013-A Bonds in the event of noncompliance with such provisions. The failure of the City to comply with the provisions described above may cause the interest on the Series 2013-A Bonds to become includable in gross income as of the date of issuance.

Secondary Market

There is no established secondary market for the Bonds, and there is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal bonds traded in the secondary market, though, are subject to adjustment upward and downward in response to changes in the credit market. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal bonds as a result of financial condition or market position of broker-dealers, prevailing market conditions, lack of adequate current financial information about the City, or a material adverse change in the financial condition of the City, whether or not the subject bonds are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices.

Legal Matters

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the Bonds. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the City or the taxing authority of the City. Changes in laws effecting the taxing authority of the City could limit the ability of the City to collect revenue sufficient to pay principal and interest on the Bonds.

Limitations on Remedies Available to Owners of Bonds

The enforceability of the rights and remedies of the owners of Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain unusual situations, of the police power inherent in the State of Kansas and its governmental subdivisions in the interest of serving a legitimate and significant public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy and otherwise, and consequently may involve risks of delay, limitation or modification of their rights.

Suitability of Investment

The tax exempt feature of the Bonds is more valuable to high tax bracket investors than to investors who are in low tax brackets, and so the value of the interest compensation to any particular investor will vary with individual tax rates. Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment.

THE FOREGOING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE BONDS.

Prospective purchasers of the Bonds should analyze carefully the information contained in this Official Statement and additional information in the form of the complete documents summarized herein, copies of which are available and may be obtained from the City or the Underwriter.

THE PROJECTS

The Series 2013-A Bonds are being issued for the purpose of providing permanent financing for the construction of certain public improvements, including irrigation to the Buffalo Dunes Municipal Golf Course, electrical system construction, upgrades and improvements, street lighting upgrades, water system land and water rights acquisitions, water system construction and improvements, and street improvements.

The Series 2013-B Bonds are being issued for the purpose of providing permanent financing for street improvements and water main construction.

APPLICATION OF BOND PROCEEDS

The following table itemizes the sources of funds available for improvements, including the proceeds from the sale of the Bonds, and how such funds are expected to be used:

Sources of Funds:	<u><i>Series 2013-A Bonds</i></u>	<u><i>Series 2013-B Bonds</i></u>
Principal Amount of the Bonds	\$ 7,792,000.00	\$ 612,000.00
Other Available City Funds	0.00	238.83
[Original Issue Premium]	_____	_____
[Original Issue Discount]	_____	_____
Total	<u><u>\$ 7,792,000.00</u></u>	<u><u>\$ 612,238.83</u></u>
Uses of Funds:		
Deposit to Improvement Fund	\$ 7,723,804.12	\$ 597,892.03
Costs of Issuance, Misc.	68,195.88	14,346.80
Total	<u><u>\$ 7,792,000.00</u></u>	<u><u>\$ 612,238.83</u></u>

BOND RATINGS

[Moody's Investors Service has given the Bonds the ratings set forth on the cover page of this Official Statement. Such rating reflects only the view of such rating agency, and an explanation of the significance of such rating may be obtained therefrom. There is no assurance that the rating will remain in effect for any given period of time or that they will not be revised, either downward or upward, or withdrawn entirely, by said rating agency if, in its judgment, circumstances warrant. Any such downward revision or withdrawal of any rating may have an adverse affect on the market price of the Bonds.]

ABSENCE OF LITIGATION

There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act shown to have been done in the foregoing transcript, or the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in said transcript, or the validity of said Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, or the levy and collection of a tax to pay the principal and interest thereof.

LEGAL MATTERS

Approval of Bonds

All matters incident to the authorization and issuance of the Bonds are subject to the approval of Triplett, Woolf & Garretson, LLC, Wichita, Kansas, Bond Counsel. Factual and financial information appearing herein has been supplied or reviewed by certain officials of the City, as referred to herein, and Bond Counsel expresses no opinion as to the accuracy or sufficiency thereof except for the matters appearing in the section of this Official Statement captioned "THE BONDS" and "LEGAL MATTERS". Certain legal matters may be passed on for the City by Randall D. Grisell, Esq., City Attorney.

Opinion of Bond Counsel

Federal Tax Exemption

In the opinion of Bond Counsel, under existing law, the interest on the Series 2013-A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative

minimum tax imposed on individuals and corporations. It should be noted, however, that for purposes of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes) such interest is taken into account in determining adjusted current earnings. The opinions set forth in this paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2013-A Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Series 2013-A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2013-A Bonds. The Series 2013-A Bonds are "qualified tax-exempt obligations" for purposes of Code §265(b)(3), and, in the case of certain financial institutions (within the meaning of Code §265(b)(5)), a deduction is allowed for 80% of that portion of such financial institutions' interest expense allocable to interest on the Series 2013-A Bonds.

The interest on the Series 2013-B Bonds will be included in gross income for Federal income tax purposes in accordance with the Owner's normal method of accounting.

Kansas Tax Exemption

The interest on the Bonds is excluded from computation of Kansas adjusted gross income.

Other Tax Consequences.

Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds. However, prospective purchasers of the Bonds should be aware that there may be tax consequences of purchasing the Bonds other than those discussed under the caption "Opinion of Bond Counsel", including the following: (a) Code §265 denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, except with respect to certain financial institutions (within the meaning of Code §265(b)(5)); (b) with respect to insurance companies subject to the tax imposed by Code §831, Code §832(b)(5)(B)(i) reduces the deduction for loss reserves by 15 percent of the sum of certain items, including interest on the Bonds; (c) interest on the Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Code §884; (d) passive investment income, including interest on the Bonds, may be subject to federal income taxation under Code §1375 for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year, if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income; and (e) Code §86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining gross income, receipts or accruals of interest on the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of the Bonds should consult their own tax advisors as to the applicability of these tax consequences.

UNDERWRITING

The Bonds have been sold at public sale by the City to _____, _____, _____ (the "Underwriter") on the basis of lowest true interest cost. _____ bids were received by the City. The Underwriter has agreed, subject to certain conditions, to purchase the Bonds.

The Bonds will be offered to the public initially at the prices determined to produce the yield to maturity set forth on the cover page of this Official Statement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices other than the price stated on the cover page hereof and may change the initial offering price from time to time subsequent to the date hereof. In connection with the offering, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

AUTHORIZATION OF PRELIMINARY OFFICIAL STATEMENT

The preparation of this Preliminary Official Statement and its distribution has been authorized by the City.

Dated at Garden City, Kansas this 18th day of June, 2013.

CITY OF GARDEN CITY, KANSAS

By _____
Dan Fankhauser, Mayor

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APPENDIX A

INFORMATION CONCERNING THE CITY

APPENDIX A

INFORMATION CONCERNING THE CITY

THE CITY

Location and Size

Garden City, Kansas is located near the center of the world’s largest winter wheat producing area, 75 miles east of the Colorado State line and 200 miles west of Wichita, Kansas. The City encompasses 8.70 square miles of land in Finney County, Kansas, with a current population of approximately 28,855.

Government and Organization of the City

The City of Garden City was incorporated in 1883 and became a city of the first class in 1974. The City operates under a Commission-Manager form of government with commissioners having staggered terms. The Mayor is elected to a one-year term by the Commissioners. The five members of the City Commission are elected to overlapping four, four and two year terms of office. An election for a majority of the City Commissioners is held every odd-numbered year.

Elected Officials

The following are the current members of the Governing Body:

<u>Name</u>	<u>Title</u>	<u>Commission Term Began</u>	<u>Commission Term Expires</u>
Dan Fankhauser	Mayor	May, 2011	April, 2015
Roy Cessna	Vice Mayor	May, 2011	April, 2015
Melvin Dale	Commissioner	May, 2013	April, 2017
Janet Doll	Commissioner	May, 2013	April, 2017
Chris Law	Commissioner	May, 2013	April, 2017

Appointed Officials

The following administrative positions in the government of the City are currently held as indicated:

<u>Name</u>	<u>Title</u>
Matthew C. Allen	City Manager
Melinda A. Hitz	Finance Director
Celyn N. Hurtado	City Clerk
Randall D. Grisell	City Counselor

Population

The City of Garden City, Kansas has experienced significant growth in recent years. The population increased from 14,709 in 1970 to 28,855 in 2011. The 1970 U. S. Census of population for Garden City indicated there were 14,709 persons residing in the corporate limits. By 1980, this had increased 24% to 18,246 persons or an average of 2.4% per year. According to the 1990 U. S. Census statistics, the population increased 33% to 24, 318 persons, or an average of 3.3% per year. The 2000 U. S. Census of population indicated 28,451 persons, an increase of 17% over 1990. The 2000 Census also indicated a total of 9,907 total housing units with an average of 2.99 persons per household. The 2010 Census indicated a total of 13,999 total housing units with an average of 3.09 persons per household. The City of Garden City Community Development Office indicated a population of 28,855 for 2011. The median age in Garden City is 29.9 years.

Population Trends

<u>Year</u>	<u>Garden City Population</u>	<u>Finney County Population</u>
2007	26,629	38,295
2008	28,557	40,998
2009	29,093	41,270
2010	30,685	42,074
2011	28,855	36,776

Source: Finance Director/Finney County Clerk's Office

Educational Facilities

Garden City is the location of the offices of Unified School District No. 457 and a majority of its 17 attendance centers which provide complete educational facilities from kindergarten through high school for an enrollment of approximately 7,578 students for the 2012/2013 fall semester. The City is also the location of the Garden City Community College campus. The College district boundaries are coterminous with Finney County, and provide educational facilities for the first two years of college and specialized career training for approximately 2,500 students. The campus is thirty years old and provides on-campus living for students who prefer not to commute. The curriculum of the College includes vocational-technical and industrial technology programs supported by national and regional industries, as well as liberal arts, fine arts, nursing, etc.

Economic Activity

The City's economic activity is divided between supply and maintenance activities for agriculture and beef production for western Kansas, and commercial and supply activities for the natural gas and petroleum industries in a large surrounding area. The County is a large producer of wheat and corn for grain, sorghum for silage, and is ranked first in the production of alfalfa hay. It is estimated that the County has more area under irrigation (over 300,000 acres) than any other county in the state. Because Finney County has excellent cattle feed production and beef cattle production, Tyson Fresh Meats, Inc. located the largest beef processing plant in the world just eight miles west of Garden City. Until December 25, 2000, Con Agra Beef Co., Inc. operated a beef processing plant located just east of the City. Tyson Fresh Meats, Inc. has continued to expand its facilities in recent years. Tyson Fresh Meat, Inc. and Con Agra's locating in Finney County led to supporting industries which have built new plants. Two of these are Inland Container Corporation, a subsidiary of Temple Inland, Temple, Texas, manufacturers of packing and shipping containers, and Americold Logistics, a large freezing and cold storage plant. Commercial dairies are also beginning to locate in the area. With the number of dairies now totaling 22, construction of a dairy processing facility is being explored.

The commercial and industrial growth of the area contributed significantly to the population growth of the Garden City area in the 1990's. This growth was the reason for Sunflower Electric Cooperative (a generating cooperative made up of distribution cooperatives) to locate its \$460,000,000 coal-fired generating plant seven miles west of Garden City. The Cooperative has spent in excess of \$100,000,000 for pollution control equipment alone to maintain a clean air environment. This plant has been on line since 1983. Sunflower Power Corporation has announced planned construction of one additional unit for the site rated at 895 MW which will represent 2.5B of additional investment in the area. The air quality permit was granted by the Kansas Department of Health and Environment and is currently the subject of litigation.

In 1996 and subsequent years, the City has been a recipient of a Community Development Award presented by the Kansas Department of Commerce to six entities across the State. The criterion is the promotion of the economic aspects of Garden City.

Transportation

Rail transportation is provided by the main-line of the Burlington Northern Santa Fe Railroad which transects the County. Amtrak passenger service is available at Garden City. The County is also served by the Garden City Western Railway, short line railroad serving the wheat and other grain growing areas, as well as industrial, manufacturing and processing centers. There are active interstate truck line carriers, including Graves Truck Line, Panhandle Container Service, Yellow Freight, Beaver Express and others. Interstate bus transportation returned in late summer, 2010. Local bus transportation is provided within city limits by City Link which runs four routes. American Eagle provides two round trips from the Garden City Regional Airport to Dallas/Fort Worth International Airport on a full service 50 seat aircraft. The County is served by U. S. Highways 50, 400, and 83, and Kansas Highway #156.

Recreation

Recreation is diversified with private and municipal golf courses in the County, tennis courts, soccer fields, indoor and outdoor swimming pools. The nearby Colorado mountains provide skiing, fishing and sightseeing. Four lakes in the area within close driving distance provide water skiing, fishing, and hunting recreation, and the County is well known for its fall upland game bird hunting. Horse Thief Reservoir, financed with a 4 county sales tax, was completed in 2010 and will provide 450 surface acres of water for recreation and water supply. Finney County is one of the counties in the State that has both an archery and rifle open season for deer. Garden City's Finnup Park contains over 220 acres and is the location of the Lee Richardson Zoo, the third largest public attraction in Kansas. The Airport Raceway has located their facility close to the Garden City Regional Airport.

Natural Gas and Petroleum Production

All of Finney County lies within the Hugoton Gas Reserve Area, which is one of the largest natural gas producing areas in the world. Approximately one-sixth of the production originates in Finney County which is situated in a high producing portion of the field identified as the "Fairway" area. According to the Kansas Statistical Abstract, in 2011 over 19,528,577 MCF of natural gas and 1,579,814 barrels of oil were produced in the County.

Municipal Services and Utilities

Garden City owns its municipal water and sewage system, swimming pool, airport, park system, and a network of 121 miles of improved streets. Other utility services are available as shown:

Electric Generating and Distribution System - The City has owned its electric distribution facilities since 1918; and in 1960 constructed a municipal generating plant. The City's generating plant was exchanged in 1998 for a communications tower and equipment building under an agreement with Wheatland Electric Cooperative. Wheatland Electric Cooperative supplies electricity to the City's distribution facilities.

Natural Gas Service - Distribution of natural gas is provided by Black Hills Energy, Inc.

Telephone Services - Telecommunication services are provided by AT&T/SBC and other local service providers.

Waterworks, Sanitary Sewer Service, and Wastewater Treatment - These services are provided by the City which owns and operates or contracts for operations of the facilities.

Municipal Trash Pick Up - The City also operates its own automated municipal trash pick up and solid waste disposal system.

Police Facility and Fire Protection

Garden City has 89 police personnel and officers providing continuous full-time police service to the community as well as specialized service in the areas of criminal investigation, crime prevention, Police and Community Education, tactical operations, traffic unit and warrant service.

Garden City currently has two fire stations. The Garden City Fire Department has a staff of 30 fire personnel and officers providing round-the-clock protection for the City. Fire-fighting equipment totals 18 vehicles, including six pumper trucks, one ladder truck, two rescue vehicles, three command vehicles, two squad vehicles, one special units tow vehicle and one station vehicle. The City of Garden City presently has a Class-3 fire protection rating. Fire protection ratings are on a scale of 1 to 10, with 1 being the highest and best.

Health and Retirement Facilities

St. Catherine Hospital serves Garden City and area residents and provides a total 132 licensed beds. Many amenities also are offered at Summitt Rescare, Garden Valley Retirement Village, and Homestead Assisted Living Center, which are retirement centers located in Garden City. St. Catherine Hospital has also developed additional treatment facilities including a cancer treatment center, ambulatory surgery center and an imaging center and is currently completing a new wing for patient beds.

ECONOMIC INFORMATION CONCERNING THE CITY

Major Employers

Garden City offers an excellent working environment for industrial, office and retail firms. Hundreds of small and medium-sized businesses are located in the City. Some of the major employers are presented in the following table:

<u>Major Employers</u>	<u>Product/Service</u>	<u>Number of Employees</u>
1. Tyson Fresh Meat, Inc.	Beef Products	2,200
2. Unified School District No. 457	Public School System	1,200
3. Cheyenne Drilling	Well Drilling	638
4. St. Catherine Hospital	Hospital	635
5. Garden City Community College	Community College	385
6. Wal-Mart	Retail Shopping Center	372
7. Finney County	County Government	330
8. City of Garden City	City Government	303
9. Beef Products, Inc.*	Beef Products	245
10. Sunflower Electric Power Corporation	Electric Distribution	225

* Beef Products, Inc., an area major employer, closed its plant in early 2012.

Source: City (Comprehensive Annual Financial Report)

Retail Sales Tax Collections – State of Kansas

The following table indicates state sales tax collections on retail sales in Finney County:

<u>Year</u>	<u>Sales Tax Collections</u>	<u>Per Capita Sales Tax</u>
2007	\$ 29,242,313	\$ 715.39
2008	33,358,098	810.73
2009	30,687,099	798.76
2010	34,102,965	724.40
2011	38,603,601	1,020.84

Source: Kansas Statistical Abstract-Kansas Data Archive

Sales Tax Collections - City of Garden City

The following table indicates the local sales tax collections for the City of Garden City by fiscal years indicated:

<u>Fiscal Year</u>	<u>Sales Tax Collected</u>
January 1, 2007 - December 31, 2007	\$ 7,079,556
January 1, 2008 - December 31, 2008	8,076,358
January 1, 2009 - December 31, 2009	7,843,971
January 1, 2010 - December 31, 2010	8,505,990
January 1, 2011 - December 31, 2011	9,055,986
January 1, 2012 - December 31, 2012	9,586,491

Source: City (Comprehensive Annual Financial Report)

Building Construction

The following table lists the number and value of Building Construction Permits issued in the City for the years indicated below:

Fiscal Year	<u>New Residential</u>		<u>New Non-Residential</u>		<u>Additions & Alterations</u>		<u>Total</u>	
	<u>Number</u>	<u>Valuation</u>	<u>Number</u>	<u>Valuation</u>	<u>Number</u>	<u>Valuation</u>	<u>Number</u>	<u>Valuation</u>
2008	11	\$ 4,097,000	75	\$ 15,787,447	4,004	\$ 20,310,862	4,090	\$ 40,195,309
2009	17	3,868,849	114	8,669,116	1,835	13,737,442	1,966	26,275,407
2010	11	2,474,986	6	89,146,822	1,475	18,072,515	1,492	109,694,323
2011	46	5,013,923	13	1,914,859	1,198	6,838,609	1,257	13,767,391
2012	20	1,981,752	23	9,317,689	1,137	11,614,378	1,180	22,913,819
2013 *	7	1,087,696	25	8,843,807	308	5,095,786	340	15,027,289

*As of May, 2013
Source: City Clerk

DEBT STRUCTURE OF THE CITY

Authority to Incur Debt

2012 Estimated Actual Value of Real and Personal Property.....	\$ 1,450,625,375
2012 Equalized Assessed Valuation of Tangible Valuation for Computation of Bonded Debt Limitations.....	\$ 190,353,970
Legal Limitation of Bonded Debt (30%).....	\$ 57,106,191
Outstanding General Obligation Bonds as of August 1, 2013 (Including the Bonds)*.....	\$ 42,594,000
Additional Debt Capacity.....	\$ 14,512,191
Estimated Outstanding Direct & Overlapping Debt as of August 1, 2013.....	\$ 94,474,767
Direct City Debt Per Capita (estimated population = 28,855).....	\$ 1,476.14
Estimated Direct & Overlapping Debt Per Capita.....	\$ 3,274.12
Direct City Debt as a Percentage of Assessed Valuation.....	22.38%
Direct City Debt as a Percentage of Estimated Actual Value.....	2.94%
Estimated Direct & Overlapping Debt as a Percentage of Assessed Valuation.....	49.63%
Estimated Direct & Overlapping Debt as a Percentage of Estimated Actual Value.....	6.51%

* Includes Temporary Notes Outstanding

Temporary Notes

As of the issuance of the Bonds, the City will have the following temporary notes outstanding:

<u>Series</u>	<u>Project</u>	<u>Date Issued</u>	<u>Final Maturity</u>	<u>Original Amount</u>	<u>Balance Due</u>
2011*	Internal Improvements	10/06/11	11/01/13	\$ 163,400	\$ 0
A, 2012	Internal Improvements	06/01/12	06/01/14	11,750,000	11,750,000
2012-A*	Internal Improvements	11/26/12	11/01/13	555,000	0
TOTAL					<u>\$ 11,750,000</u>

* To be retired from proceeds of the Bonds

General Obligation Debt

As of the issuance of the Bonds, the City will have the following general obligation debt outstanding:

<u>Series</u>	<u>Project</u>	<u>Date Issued</u>	<u>Final Maturity</u>	<u>Original Amount</u>	<u>Outstanding Balance</u>
2003	General Obligation Internal Improvements	12/01/03	11/01/13	\$ 350,000	\$ 40,000
2004	General Obligation Internal Improvements	09/01/04	11/01/14	614,000	145,000
2005 A	General Obligation Internal Improvements	09/01/05	11/01/15	1,385,000	475,000
2006	General Obligation Internal Improvements	05/01/06	11/01/16	1,370,000	630,000
2007 A	General Obligation Internal Improvements	04/01/07	11/01/17	1,755,300	985,000
2008	General Obligation Internal Improvements	09/01/08	11/01/18	3,072,000	2,050,000
2009	General Obligation Internal Improvements	05/01/09	11/01/19	2,173,700	1,645,000
2010	General Obligation Internal Improvements	08/01/10	11/01/20	4,585,000	3,835,000
2010	GO Refunding and Improvements	12/01/10	09/01/24	12,110,000	9,570,000
2011	General Obligation Internal Improvements	08/01/11	11/01/21	2,360,000	2,140,000
2012 B	General Obligation Internal Improvements	11/01/12	11/01/22	925,000	925,000
2013-A	General Obligation Bonds (this issue)	08/01/13	11/01/28	7,792,000	7,792,000
2013-B	General Obligation Taxable Bonds (this issue)	08/01/13	11/01/23	612,000	<u>612,000</u>
TOTAL					<u>\$ 30,844,000</u>

Capital Lease Obligations

In addition to the foregoing debt obligations, the City has entered into the following lease obligations. The lease obligations of the City constitute valid and binding obligations of the City in accordance with their terms subject to funds budgeted and appropriated for that purpose during the municipality's current budget year or funds made available from any lawfully operated revenue-producing source as described in the Kansas cash basis law applicable to Kansas cities.

<u>Date</u>	<u>Purpose</u>	<u>Term</u>	<u>Amount Outstanding as of 08/01/2013</u>
November, 2006	Pierce Fire Apparatus	7 Years	\$ 110,653
June, 2009	Emergency Radio Communications System	5 Years	187,804
December, 2010	Building – GCRA	5 Years	40,000
November, 2011	Street Sweeper	3 Years	34,380
September, 2012	HRMS Payroll Software	5 Years	20,605
June, 2012	(4) 2013 Ford Interceptors	3 Years	32,204
July, 2012	Ford Fusion	3 Years	12,845
January, 2013	(1) Pierce Pumper, (3) Command Vehicles	10 Years	610,405
April, 2013	(4) 2013 Ford Interceptors, (1) Backhoe	5 Years	173,947
April, 2013	Fairway Mower	5 Years	<u>30,622</u>
Total			<u>\$ 1,253,465</u>

Overlapping Debt

The following table sets forth overlapping indebtedness as of August 1, 2013, and the percent attributable (on the basis of assessed valuation) to the City:

<u>Taxing Jurisdiction</u>	<u>2012 Assessed Valuation</u>	<u>Outstanding General Obligation Indebtedness</u>	<u>Estimated Percent Applicable to City</u>	<u>Estimated Net Amount Applicable to City</u>
Finney County	\$ 497,204,462	\$ 6,070,000	33.10%	\$ 2,009,170
Unified School Dist. No. 457*	322,881,411	97,845,000	50.97	<u>49,871,597</u>
Total				<u>\$ 51,880,767</u>

* Under the present State School Finance Formula, 42% of the annual debt service requirement of Unified School District No. 457 is paid by the State of Kansas.

Note: As of August 1, 2013, Garden City Community College has approximately \$5,752,000 Certificates of Participation outstanding payable from annual appropriations which are not reflected above.

FINANCIAL INFORMATION CONCERNING THE CITY

Accounting, Budgeting and Auditing Procedures

The City follows the modified accrual basis of accounting for all tax supported funds of the City, including the General Fund. The accrual basis of accounting is utilized for enterprise and internal service funds.

An annual budget of estimated receipts and disbursements for the coming calendar year is required by statute to be prepared for all funds (unless specifically exempted). The budget is prepared utilizing the modified accrual basis which is further enhanced by the encumbrance method of accounting. For example, commitments such as purchase orders and contracts, in addition to disbursements and accounts payable, are recorded as expenditures. The budget lists estimated receipts by funds and sources and estimated disbursements by funds and purposes. The proposed budget is presented to the governing body of the City prior to August 1, with a public hearing required to be held prior to August 15, with the final budget to be adopted prior to August 25 of each year. Budgets may be amended upon action of the governing body after notice and public hearing, provided that no additional tax revenues may be raised after the original budget is adopted.

Kansas law prohibits governmental units from creating indebtedness unless there are funds on hand in the proper accounts and unencumbered by previous action with which to pay such indebtedness. An exception to this cash-basis operation is made where provision has been made for payment of obligations by bonds or other specific debt obligations authorized by law.

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. The City was a first-time recipient of the Certificate of Achievement for excellence in financial reporting for its Comprehensive Annual Financial Report for 1994 and each subsequent year thereafter awarded by the Government Finance Officers Association. In recent years, the annual audit has been performed by Lewis, Hooper & Dick, Garden City, Kansas. Copies of the audit reports for the past five (5) years are on file in the City Clerk's office and are available for review.

The financial information contained in the Appendices to this Official Statement are an integral part of this document and are intended to be read in conjunction herewith.

Sources of Revenue

The City finances its general operations through the local property tax levy, various other taxes, a variety of license and permit fees, and other miscellaneous sources as indicated below for the fiscal year 2011:

<u>Source</u>	<u>Percent</u>
Local Property Tax	21.52%
Sales Tax	47.77
Franchise Fees	3.66
Licenses and Permits	1.59
Payments made by Utility Enterprises	13.34
Miscellaneous	2.45
Charges for service	3.82
Fines & forfeitures	<u>5.85</u>
Total	100.00%

Property Valuations

The determination of assessed valuation and the collection of property taxes for all political subdivisions in the State of Kansas is the responsibility of the various counties under the direction of state statutes. The Finney County Appraiser's office determines the assessed valuation that is to be used as a basis for the mill levy on property located in the City.

All property in the State of Kansas has been reevaluated as a result of a bill passed by the 1985 session of the Kansas Legislature requiring county assessors to reassess property for tax purposes, with an effective date of January 1, 1989.

In conjunction with the November, 1986 general election, Kansas voters approved a proposition to modify the State Constitution with respect to classification of property for ad valorem taxation. For taxable years 1989 through 1992, real and personal property is divided into classes and assessed at different percentages of fair market value. Land devoted to agricultural use is valued on the basis of its agricultural income or productivity and assessed at 30% of the value so obtained; commercial and industrial machinery and equipment is assessed at 20% of its fair market value; residential property and vacant lots are assessed at 12% of fair market value; and all other property will be assessed at 30% of fair market value. Farm machinery and equipment, merchants' and manufacturers' inventories, and livestock are exempt from property taxation.

In conjunction with the November, 1992 general election, Kansas voters approved a proposition to further modify the State Constitution with respect to classification of property for ad valorem taxation. Property is divided into two classes, real property and personal property. Real property is divided into seven subclasses; there are six subclasses of personal property. The real property (Class 1) subclasses are: (i) real property used for residential purposes including multi-family, mobile or manufactured homes, including the real property on which such homes are located, assessed at 11.5%, (ii) agricultural land, valued on the basis of agricultural income or productivity, assessed at 30%, (iii) vacant lots, assessed at 12%, (iv) real property, owned and operated by a not-for-profit organization not subject to federal income taxation, pursuant to Section 501 of the Internal Revenue Code, assessed at 12%, (v) public utility real property, except railroad real property, assessed at the average rate that all other commercial and industrial property is assessed, assessed at 33%, (vi) real property used for commercial and industrial purposes and buildings and other improvements located on land devoted to agricultural use, assessed at 25%, and (vii) all other urban and real property not otherwise specifically classified, assessed at 30%.

Tangible personal property (Class 2) subclasses are: (i) mobile homes used for residential purposes, assessed at 11.5%, (ii) mineral leasehold interests, except oil leasehold interests, the average daily production from which is 5 barrels or less, and natural gas leasehold interests, the average daily production from which is 100 mcf or less, which shall be assessed at 25%, assessed at 30%, (iii) public utility tangible personal property, including inventories thereof, except railroad personal property, including inventories thereof, which are assessed at the average rate all other commercial and industrial property is assessed, assessed at 33%, (iv) all categories of motor vehicles not defined, and specifically valued and taxed pursuant to law enacted prior to January 1, 1985, assessed at 20%, (v) commercial and industrial machinery

and equipment which if its economic life is 7 years or more, is valued at its retail cost, when new, less seven-year straight-line depreciation, or which, if its economic life is less than 7 years, is valued at its retail cost when new less straight-line depreciation over its economic life, except that, the value so obtained for such property, notwithstanding its economic life and as long as such property is being used, shall not be less than 20% of the retail cost when new of such property, assessed at 25%, and (vi) all other tangible personal property not otherwise specifically classified, assessed at 30%.

All property used exclusively for state, county, municipal, literary, educational, scientific, religious, benevolent and charitable purposes, farm machinery and equipment, merchants' and manufacturers' inventories, other than public utility inventories includes in subclass (3) of class 2, livestock, and all household goods and personal effects not used for the production of income, shall be exempted from property taxation.

Machinery and Equipment Tax Exemption

The 2006 Kansas Legislature passed House Bill 2583, which exempts from property taxation all commercial and industrial machinery and equipment acquired after July 1, 2006. The exemption also includes railroad and telecommunication equipment acquired after that date. This exemption has decreased the types of property included in assessed valuation of Kansas cities and counties.

Assessed Valuations

Current Assessed Valuations: The following table shows the total assessed valuation of the taxable tangible property within the City for the years indicated:

<u>Year</u>	<u>Equalized Assessed Valuation of Taxable Tangible Property</u>	<u>Tangible Valuation of Motor Vehicles</u>	<u>Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitation</u>
2007	\$ 137,585,043	\$ 24,480,511	\$ 162,065,554
2008	141,692,432	27,137,490	168,829,922
2009	148,828,219	26,913,876	175,742,095
2010	153,361,463	25,886,364	179,247,827
2011	157,703,749	25,997,701	183,701,450
2012	164,583,667	25,770,303	190,353,970

History of Property Valuations: The following table is a breakdown of the assessed valuation of taxable tangible property and tangible valuation of motor vehicles within the City for years shown:

<u>Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Utilities</u>	<u>Motor Vehicles</u>	<u>Total Assessed Valuation</u>
2007	\$ 126,090,517	\$ 8,417,385	\$ 3,077,141	\$ 24,480,511	\$ 162,065,554
2008	131,094,161	7,677,368	2,920,903	27,137,490	168,829,922
2009	139,283,065	6,973,993	2,571,161	26,913,876	175,742,095
2010	144,481,953	6,334,757	2,544,753	25,886,364	179,247,827
2011	149,202,109	5,969,924	2,531,716	25,997,701	183,701,450
2012	155,719,616	6,208,184	2,655,867	25,770,303	190,353,970

Property Tax Levies and Collections

Tax Collections. Tax statements are mailed November 1 each year and may be paid in full or one-half on or before December 20 with the remaining one-half due on or before May 15 of the following year. Taxes that are unpaid on the due dates are considered delinquent and accrue interest at a statutory rate per annum until paid or until the property is sold for taxes. Real estate bearing unpaid taxes is advertised for sale on or before August 1 of each year and is sold by the County for taxes and all legal charges on the first Tuesday in September. Properties that are sold and not redeemed within two years after the tax sale are subject to foreclosure sale, except homestead properties which are subject to foreclosure sale after three years.

Personal taxes are due and may be paid in the same manner as real estate taxes, with the same interest applying to delinquencies. If personal taxes are not paid when due, and after written notice, warrants are issued and placed in the hands of the Sheriff for collection. If not paid on or before October 1, legal judgment is entered and the delinquent tax becomes a lien on the property. Unless renewed, a non-enforced lien expires five years after it is entered.

Motor vehicle taxes are collected periodically throughout the year concurrently with the renewal of motor vehicle tags based upon the value of such vehicles. Such tax receipts are distributed to all taxing subdivisions, including the State of Kansas, in proportion to the number of mills levied within each taxpayer's tax levy unit.

Tax Rates. The City may levy taxes in accordance with the requirements of its adopted budget and the assessed valuation provided by the County Appraiser. Prior to July 1, 1999, tax levies were further restricted by a state aggregate tax lid. The funds of the City restricted by such tax lid included the general fund, capital improvement funds and special improvement funds. Levies not effected by such tax lid included debt service payments on bonds, notes and no fund warrants; payments made to a public building commission; expenses related to tort claim liability, employer contributions for employee retirement, health care and benefit programs, expenses incurred for rebates to owners of property in connection with neighborhood revitalization programs and expenses incurred for the first time on and after January 1, 1996 by cities in administering juvenile delinquency and crime programs. Effective July 1, 1999, the aggregate tax lid is no longer in effect. The following table shows the City's mill levies by fund (per \$1,000 of assessed valuation) for the years indicated:

<u>Year</u>	<u>General Fund</u>	<u>Airport Fund</u>	<u>Bond & Interest Fund</u>	<u>Recreation Commission Funds</u>	<u>Total Levy</u>
2008	22.238	2.601	8.307	4.831	37.977
2009	22.072	2.816	7.984	4.984	37.856
2010	22.525	2.652	8.698	5.003	38.878
2011	21.817	4.045	8.101	5.013	38.976
2012	21.932	3.033	9.014	5.003	38.982

Source: Finney County Clerk's Office

Aggregate Tax Levies: The aggregate tax levies (per \$1,000 assessed valuation) of the City and overlapping jurisdictions for the current year and the last seven tax years are included in the following table (NOTE: Taxes levied in one year are collected in the following year):

<u>Year</u>	<u>City of Garden City</u>	<u>Finney County</u>	<u>U.S.D. No. 457</u>	<u>Garden City Community College</u>	<u>State</u>	<u>Total Levy</u>
2007	34.956	36.017	36.543	19.201	1.500	128.217
2008	37.977	36.326	36.422	19.358	1.500	131.583
2009	37.856	37.319	45.198	20.183	1.500	142.056
2010	38.878	37.236	48.958	20.238	1.500	146.810
2011	38.976	36.977	49.192	20.242	1.500	146.887
2012	38.982	37.120	49.918	21.196	1.500	148.716

Source: Finney County Clerk's Office

Tax Collection Record: The following table sets forth tax collection information (including special assessments) for the City for the years indicated:

<u>Fiscal Year</u>	<u>Total Tax Levy</u>	<u>Current Tax Collections</u>	<u>Percentage Current Tax Collected</u>	<u>Prior Year's Tax Collected</u>	<u>Total Tax Collections</u>	<u>Percent. Total Collection to Current Levy</u>
2007	\$ 4,724,466	\$ 4,519,744	95.67%	\$ 204,722	\$ 4,724,466	100.00%
2008	4,809,613	4,642,217	96.52	167,396	4,809,613	100.00
2009	5,387,799	5,156,267	95.70	120,881	5,277,148	97.95
2010	5,660,199	5,412,175	95.62	92,650	5,504,795	97.25
2011	5,981,461	5,748,296	96.10	226,165	5,974,461	99.88
2012	6,164,521	5,307,220	86.09	65,728	5,372,948	87.16

Source: City (Comprehensive Annual Financial Report)

Major Taxpayers: The following table sets forth what is believed to be the ten largest taxpayers in the City for 2012:

	<u>Taxpayer</u>	<u>2012 Assessed Valuation</u>	<u>2012 Taxes Paid</u>
1	Walmart Real Estate	\$ 2,625,000	\$ 395,280.38
2	Sam's Real Estate Bus Tr	1,774,790	267,253.20
3	Golden Plains Credit Union	1,606,314	238,884.59
4	Black Hills Corp (KS. Division)	1,444,409	214,806.72
5	HD Development of Maryland	1,410,145	212,343.86
6	Garden City Plaza, LLC	1,392,351	207,064.87
7	Dayton Hudson Corp. #T906	1,139,018	169,390.20
8	Art Mortgage Borrower Prop. Co.	1,051,595	158,073.66
9	Shiva Hotels Inc.	985,270	146,525.41
10	Indy Lube Investments LLC	980,000	145,741.68

Source: Finney County Clerk's Office

Insurance

The City has General Liability Insurance (premises and operations) coverage in the amounts of \$500,000 per occurrence and \$1,000,000 aggregate. This insurance covers the City for tort claims such as acts of negligence. The City also maintains Public Officials and Police Professionals Liability coverages in the same amounts as above for all elected, supervisory and advisory positions.

Pension and Employee Retirement Plans

The City participates in the Kansas Public Employees Retirement System (KPERs) which was established by the Kansas Legislature in 1961. There are approximately 150,000 current and former public employees who are members of KPERs. These members represent over 1,000 state and local agencies and other political subdivisions and instrumentalities. A seven-member Board of Trustees, appointed by the Governor to four-year terms, supervises the system. The Board appoints an executive secretary, actuaries and investment counselors to administer the system. City employees annually contribute 4% of their gross salary to the System. The City's contribution varies from year to year based upon the annual actuarial valuation and appraisal made by KPERs. For the period of January 1, 2012 through December 31, 2012, the City's contribution is 8.94 % of the employee's gross salary and for the period. This retirement program is in addition to the federal Social Security system. A City employee of less than ten years' service on leaving City employment, may if so elected, receive back all of the funds he has contributed plus interest. After ten years continuous service the employee is vested and upon leaving may receive all contributions, plus accrued interest. The employee has the option of leaving the money invested or may draw it down in one lump sum.

The City has established membership in the Kansas Police and Fire Retirement System ("KP&F") for its police and fire personnel. The KP&F plan is administered by the State of Kansas. Annual contributions are adjusted annually based on actuarial studies. Currently the City contributes 17.26% of employees' gross compensation.

Employee Relations

The City has 303 employees. There are no local unions for the employees of the City. The City has never experienced an employee strike and has no impending litigation relating to employees.

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APPENDIX B

**CITY OF GARDEN CITY, KANSAS
AUDITED FINANCIAL STATEMENTS
YEAR ENDING DECEMBER 31, 2011**

APPENDIX C

FORM OF CONTINUING UNDERTAKING

(Published in *The Garden City Telegram* on June 22, 2013)

ORDINANCE NO. ____-2013

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AMENDING ORDINANCE NO. 2596-2013 OF THE CITY TO CORRECT LEGAL DESCRIPTIONS AND SPECIAL ASSESSMENTS TO BE LEVIED IN TAYLOR NORTH ADDITION.

WHEREAS, a waiver and consent to the correction of the amount of special assessments and the legal description of the property to be assessed on the assessment rolls (the "Consent") has been filed with the City Clerk of the City of Garden City, Kansas (the "City"), consenting to the amendment of Ordinance No. 2596-2013 (the "Original Ordinance") of the City to make such corrections with respect to special assessments levied by the Original Ordinance for street and water improvements authorized by Resolution Nos. 2483-2012 and 2484-2012; and

WHEREAS, in the Consent the owner of 100% of the property to be assessed the corrected assessments (i) waives any formal notice of and the holding of a public hearing by the City for the purpose of considering the reallocation of special assessments, (ii) consents to the levy of the special assessments in the amounts and against the property described herein; (iii) consents to and requests an amendment of the Original Ordinance, as necessary to accomplish the requested correction of the legal description for the benefit district and the correct allocation of the costs of the project; (iv) waives all right to any pay-in period after publication of the amending ordinance correcting the Original Ordinance all, and in every instance, without formal or further notice or process to the Owner, except for notice of the levy of the corrected amounts; and

WHEREAS, the City finds and determines it advisable to amend Ordinance No. 2596-2013 as follows.

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

SECTION 1. Amendment to Exhibit A of Ordinance No. 2596-2013. The last two (2) pages of Exhibit A of Ordinance No. 2596-2013 setting forth the assessment rolls for costs of the projects authorized by Resolution No. 2483-2012 and Resolution No. 2484-2012 of the City are repealed and replaced with the attached Exhibit A.

SECTION 2. Amending Ordinance. This Ordinance amends and supplements Ordinance No. 2596-2013 only as necessary to correct the legal description and allocation of special assessments for the projects authorized by the resolutions described in Section 1. Except as is specifically provided in this Ordinance, the balance of Ordinance No. 2596-2013 shall remain in full force and effect.

SECTION 3. Effective Date. This Ordinance shall be in force and take effect from and after its passage, approval and publication one time in the City's official newspaper.

PASSED AND APPROVED by the governing body of the City of Garden City, Kansas, on June 18, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

EXHIBIT A

City of Garden City, Kansas

RESOLUTION #2483-2012

JOE MCGRAW STREET (TAYLOR NORTH ADDITION)

SPECIAL ASSESSMENT ROLL

<u>Property</u>	<u>Assessment</u>
Lot 4, Block One, Replat of Lots 3, 4, 5 and 6 of Block One of the Taylor North Addition	\$ 386,111.36
City-At-Large	\$ 97,131.89
TOTAL:	<u><u>\$ 483,243.25</u></u>

City of Garden City, Kansas

**RESOLUTION #2484-2012
TAYLOR NORTH ADDITION WATER
SPECIAL ASSESSMENT ROLL**

<u>Property</u>	<u>Assessment</u>
Lot 4, Block One, Replat of Lots 3, 4, 5 and 6 of Block One of the Taylor North Addition	\$ 105,776.38
City-At-Large	<u>\$ 23,219.20</u>
 TOTAL:	 <u><u>\$ 128,995.58</u></u>

New Business



June 18, 2013

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Honorable Derek Schmidt
Kansas Attorney General
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612

Re: Exemption of Municipal Buildings

Dear Attorney General Schmidt:

On June 18, 2013, the Governing Body of the City of Garden City, Kansas (City), pursuant to Section 2(i) of Senate Substitute for House Bill 2052 approved the exemption of the buildings/property located in the City as described on Exhibit A enclosed with this correspondence, from the requirements of said bill.

The City understands that this exemption will end on January 1, 2014, unless further action is taken by the City to extend the exemption.

Respectfully submitted,

Dan Fankhauser, Mayor

Enclosure

pc: James R. Hawkins, Chief, Garden City Police Department
Randall D. Grisell, City Counselor

KSAttyGen.ltr(HB2052).DOC

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

Garden City, Kansas

Municipal Building/Property	Location Address	Special Instructions
Gloria Storage Building	3206 N. Campus	Any and all buildings, structures, and enclosures
Grimsley/Harmon Tennis Courts	112 W. Hazel	Any and all buildings, structures, and enclosures
Jaycee Building	601 Dubbers Drive	Any and all buildings, structures, and enclosures
Lions Park	2601 N. 3rd Street	Any and all buildings, structures, and enclosures
Martin Esquivel Soccer Park	Fleming/Mary	Any and all buildings, structures, and enclosures
Mrs. Fulton Garden	112 N. Depot	Any and all buildings, structures, and enclosures
Old Manor Triangle	1700 Old Manor	Any and all buildings, structures, and enclosures
Peebles Sports Complex	518 S. 9th Street	Any and all buildings, structures, and enclosures
Rose Gazebo Garden	6th Street/Maple	Any and all buildings, structures, and enclosures
Rotary Park	3rd Street/Johnson	Any and all buildings, structures, and enclosures
Santa Fe Park	507 W. Santa Fe	Any and all buildings, structures, and enclosures
Scout Park	2305 N. 8th Street	Any and all buildings, structures, and enclosures
Skate Park	110 Isabel	Any and all buildings, structures, and enclosures
Stevens Park	502 N. Main	Any and all buildings, structures, and enclosures
Storage Building	106 N. 3rd Street	Any and all buildings, structures, and enclosures
Tangeman Sports Complex	2301 E. Spruce	Any and all buildings, structures, and enclosures
Wildcat Park	1704 E. Fair	Any and all buildings, structures, and enclosures
Willowbrook Park	A & B Street/Willowbrook	Any and all buildings, structures, and enclosures

EXHIBIT A

Garden City, Kansas

Municipal Building/Property	Location Address	Special Instructions
Administrative Center	301 N. 8th Street	Any and all buildings, structures, and enclosures
Animal Shelter	124 Fleming	Any and all buildings, structures, and enclosures
Buffalo Dunes Golf Course	5685 S. Highway 83	Any and all buildings, structures, and enclosures
Central Fire Station #1	302 N. 9th Street	Any and all buildings, structures, and enclosures
Electric Utility Service Center	140 Harvest	Any and all buildings, structures, and enclosures
Fleet Maintenance Shop	103 S. 9th Street	Any and all buildings, structures, and enclosures
Garden City Regional Airport	2225 S. Air Service Road	Any and all buildings, structures, and enclosures
Grow Well Clinic	302 Fleming, Suite #2	Any and all buildings, structures, and enclosures
Household Hazardous Waste Center	206 Isabel	Any and all buildings, structures, and enclosures
Labrador Fire Station #2	1605 E. Mary	Any and all buildings, structures, and enclosures
Lee Richardson Zoo	312 Finnup Drive	Any and all buildings, structures, and enclosures
Parks Department Office	109 S. 10th Street	Any and all buildings, structures, and enclosures
Police Impound Shop/Yard	508 S. 9th Street	Any and all buildings, structures, and enclosures
Public Works Warehouse	125 JC Street	Any and all buildings, structures, and enclosures
Railroad Train Depot	101 N. 6th Street	Any and all buildings, structures, and enclosures
Street Department Shop	105 S. 10th Street	Any and all buildings, structures, and enclosures
Sunset Memorial Cemetery	5600 E. Highway 50	Any and all buildings, structures, and enclosures
Valley View Cemetery	2901 N. 3rd Street	Any and all buildings, structures, and enclosures
Wastewater Treatment Plant	345 S. Jennie Barker Road	Any and all buildings, structures, and enclosures
Water Utility Service Center	106 S. 11th Street	Any and all buildings, structures, and enclosures
A.H. Long Park	1001 E. Spruce	Any and all buildings, structures, and enclosures
Ayala Park	216 N. Taylor	Any and all buildings, structures, and enclosures
Cleaver Field	704 Downey Drive	Any and all buildings, structures, and enclosures
Clint Lightner Baseball Field	706 E. Maple	Any and all buildings, structures, and enclosures
Community Garden	1808 A Street	Any and all buildings, structures, and enclosures
Deane Wiley Park	2406 N. Campus	Any and all buildings, structures, and enclosures
Fansler Field	702 Riverside Drive	Any and all buildings, structures, and enclosures
Finnup Park	502 E. Maple	Any and all buildings, structures, and enclosures
Forest Park Lake	800 W. Mary	Any and all buildings, structures, and enclosures
Friends & Frogs	3rd Street/Kansas Avenue	Any and all buildings, structures, and enclosures
Garcia Soccer Park	3502 E. Spruce	Any and all buildings, structures, and enclosures
Garden City Dog Park	2002 E. Highway 50	Any and all buildings, structures, and enclosures
Garden City Municipal Swimming Pool	504 E. Maple	Any and all buildings, structures, and enclosures
Garden City Recreation Center	310 N. 6th Street	Any and all buildings, structures, and enclosures



MEMORANDUM

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

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

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 3, 2013

RE: Wheatland Electric Water Rate Increase

ISSUE:

On June 5, 2013, a meeting was held with the Wheatland Electric Cooperative (WEC) staff, WEC consultant (Guernsey Engineering), and Utilities Director Muirhead regarding a recently completed Cost of Service Study (COSS) for the WEC water utility. As a result of the cost of service study, and the elimination of existing subsidies between different water customers and water and electric customers, WEC will be raising the rate Garden City is charged for water treated and water purchased by 39% effective August 1, 2013. This increase is equivalent to \$505,000 increase per year to the City of Garden City.

BACKGROUND:

On May 22, 2001 the City of Garden City and WEC entered into a 40 year joint agreement (attached) for water purchase, treatment and distribution. Basically the agreement was for the City to provide water and to purchase treated water (through WEC's newly constructed Reverse Osmosis (R/O) plant) and then blend this "soft water" from the RO plant with the "harder water" from the City's other water wells and distribute it to the residents of Garden City.

Amendment #1 to the original agreement (attached) was approved on December 23, 2008 which resulted in an increase of costs to Garden City.

The proposed Amendment #2 is also attached along with the COSS summary dated May, 2013.

Garden City has retained the services of PEC Engineering to perform a cursory review of the WEC COSS, and will report back to staff on their findings.

ALTERNATIVES:

- 1) Provide direction to staff to research existing water rate options to recover the \$505,000 rate increase received from WEC and report back to the City Commission, at a later date, with rate adjustment options for consideration.



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

- 2) Provide direction to staff to research existing water rate options to recover the \$505,000 rate increase received from WEC and provide additional revenues for a more robust capital improvements plan for the water system, and report back to the City Commission at a later date with rate adjustment options for consideration.

RECOMMENDATION:

Staff has no recommendation at this time.

FISCAL NOTE:

Neither adequate revenues, nor cash reserves are available in the Water Division budget to absorb this rate increase from WEC.

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

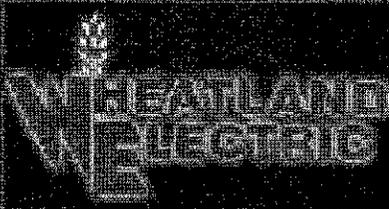
GARDEN CITY, KS

67846-0998

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www.garden-city.org



Cost of Service Study For Garden City

May 2013

Study Initiated June 2012

**ENGINEERS
ARCHITECTS
CONSULTANTS**

Agenda

- Procedure
 - Consider water operations only
 - Consultant did not review Wheatland's Electric Operations
- Importance of Cost of Service Study (COSS)
- COSS: Relative Performance of Customers
 - Test year with adjustments
 - Cost of Service Study allocating plant, revenue and expenses
 - Relative performance of the different customers
- Revenue Requirement
- Impact on Rates

Cost of Service Process

- ✱ Fair to all stakeholders – phasing out subsidies
 - Subsidies between different water customers
 - Subsidies between water and electric members
- Reproducible results developed
- Allows informed decision-making
- Non-Discriminatory
- Selling wholesale water below cost does not promote conservation

Adjusted or “Normal” Test Year

- Select a “Test Year”
 - Twelve months ending December 31, 2011
- Create a “Normalized Year” or “Rate Year”
 - Typically called “Adjusted Test Year”
 - Developed by making adjustments to the chosen test year
- Primary Concerns in making adjustments to test year
 - Proper matching of expenses and billing units
 - Proper matching of revenue, expenses and plant additions
 - Unit rates reflect “normal” conditions
- Data can be supported if it is:
 - Known, measurable and continuing in nature

Revenue

\$ 4,655,762

Expenses

Production/RO Expenses \$ 1,030,949

Other Operating Expenses 1,677,054

Depreciation 828,648

Property Tax 321,896

Interest Expense 2,306,242

Total \$ 6,164,789

Operating Margin \$ (1,509,027)

Non-Operating Margins \$ 609,042

Net Margins \$ (899,985)

Operating TIER 0.34

Net TIER 0.60

DSC 0.64

Rate of Return 1.71%

**Adjusted Test Year
Income Statement
for 2011**

Wheatland Water

* The long-term financial goal is a \$0 operating margin.

Oper Margin w/o Water Ranch: (\$2.1 million)

Non-Oper Margins w/o Ranch: (\$24,361)

Net Margin w/o Water Ranch: (\$2.1 million)

Cost of Service Study

- Each customer is a separate contract
- Develop allocation factors
- Allocate plant as used by customers
 - RO Plant
 - Transmission and Distribution facilities
- Expenses follow the plant allocation
 - Direct allocations where data is available
- Identify revenue requirement for a \$0 Operating Margin

Summary Results of Cost of Service Study

Description	Total System	Garden City
Rate Base	\$46,624,683	\$9,259,403
Operating Revenue	\$4,655,762	\$1,278,644
Operating Expenses	\$3,858,547	\$1,325,693
Return	\$797,215	-\$47,049
Rate of Return	1.7%	-0.5%
Interest	\$2,306,242	\$365,751
Operating Margin	-\$1,509,027	-\$412,800
Rate of Return Required	4.9%	4.9%
Rate Increase Required	\$1,509,026	\$505,056
% Increase	32%	39%

Summary

- Water System-wide performance
 - The water operations performs at a loss
 - A dramatic increase will be necessary
- Customer performance
 - Garden City operates at a loss and possibly always has
 - All customers require increases
- Proposed increases
 - All customers will receive increases
 - Intention is to move customers to system average rates of return

Proposed Rate Change

■ Fixed Facilities Fee

- Existing: \$57,270
- Proposed: \$57,270

■ Wheatland Water and Treatment

- Water Sold to City: 643,343,109 gallons
- Existing: \$0.580 per thousand gallons
- Proposed: \$0.999 per thousand gallons

■ GC Water and Treatment

- Water Treated: 682,080,000 gallons
- Existing: \$0.320 per thousand gallons
- Proposed: \$0.665 per thousand gallons

■ Increase: **\$505,053 per year**

JOINT AGREEMENT FOR WATER PURCHASE,
TREATMENT, AND DISTRIBUTION

THIS JOINT AGREEMENT FOR WATER PURCHASE, TREATMENT, AND DISTRIBUTION (Agreement), made this 22nd day of MAY, 2001, between WHEATLAND ELECTRIC COOPERATIVE, INC., a public utility having its principal place of business in Scott City, Kansas, (Wheatland) and the CITY OF GARDEN CITY, KANSAS, a municipal corporation, (City).

WITNESSETH:

WHEREAS, Wheatland owns and holds certain industrial water rights (water rights) in Finney County, Kansas. Wheatland expects to change the designated use of a portion of its industrial water right to municipal water rights through application to the Kansas Division of Water Resources (DWR) which will enable Wheatland to sell water to the City; and

WHEREAS, the City owns and holds certain certified municipal water rights, designated as Nos. FI-1, 519, 1230 and 4665, in the total amount of 2,285 acre feet per year; and

WHEREAS, Wheatland expects to construct a reverse osmosis (RO) treatment plant on the site of its electric generating facility in Finney County, adjacent to Garden City, Kansas; and

WHEREAS, the City expects to change points of diversion through application to the DWR, to facilitate the production and transmission of the water rights for treatment in Wheatland's RO treatment plant; and

WHEREAS, the City expects to construct a storage and blending reservoir, high capacity pumping and pressure regulating station, and associated piping, connecting the RO treatment plant and reservoir with the City and the Finney County Rural Water District No. 1 systems; and

WHEREAS, the City anticipates the need for additional potable quality water supplies to meet the needs dictated by the growth of the community and to meet various economic development opportunities as they arise; and

WHEREAS, Wheatland desires to sell RO treated water to the City and the City desires to buy RO treated water from Wheatland; and

WHEREAS, the City desires to have Wheatland provide RO treatment to water delivered to Wheatland by the City from the City's water wells.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **WATER PURCHASE AND TREATMENT.** Wheatland shall provide to the City for purchase by the City, and exclusive use in the City's potable water systems, a minimum of 1,000,000 gallons of water per day, up to a maximum of 8,000,000 gallons of water per day. This water shall be from Wheatland's water wells or available from the

Wheatland RO treatment plant, and it shall be RO treated. The volume of water provided to the City by Wheatland shall be recorded daily, and if the water provided is less than 1,000,000 gallons, the City shall still be responsible to pay Wheatland for not less than 1,000,000 gallons of water.

The parties acknowledge that Wheatland shall initially have the capacity to provide up to 3,000,000 gallons of RO treated water per day for purchase by the City. Should the City determine that it will require more than 3,000,000 gallons of RO treated water per day, the City shall give Wheatland written notice of the amount of additional water it intends to purchase from Wheatland, not less than one year prior to the anticipated date to begin receiving the additional water from Wheatland. The parties acknowledge that the written notice of one year is required to allow Wheatland to expand its RO treatment plant to provide for the additional capacity to meet the needs of the City.

Wheatland agrees to RO treat water delivered by the City from the City's water wells at a minimum of 2,000,000 gallons of water per day. The volume of the City's water delivered by the City to Wheatland for RO treatment shall be recorded daily, and if the water delivered for RO treatment is less than 2,000,000 gallons, the City shall still be responsible to pay Wheatland for not less than 2,000,000 gallons of water.

It is the intent of the City to be responsible for blending all water purchased from or treated by Wheatland, to standards established by the City.

2. **TERM.** The term of this Agreement shall be for forty (40) years, to commence thirty (30) days after receipt of written notice from Wheatland to the City that Wheatland has completed the RO plant and can deliver water to the City, and return of a written confirmation notice from the City that it can begin receiving water through its water storage and distribution systems.

3. **COMPENSATION/RATES.** The City shall pay Wheatland for the water purchased and/or treated pursuant to Paragraph 1 at the appropriate rate designated in the scheduled attached hereto as Exhibit A, incorporated herein.

4. **BILLING AND PAYMENT.** Wheatland shall bill the City on a monthly basis for each class of water purchased by the City. The City shall pay Wheatland within fifteen (15) days of receipt of any bill. In the event of a disputed bill, the City shall pay the bill in full, and notify Wheatland of the nature of the dispute. The parties shall use their best efforts to resolve such disputes.

If a metering error is determined to have existed, the party to which a monetary adjustment is due shall be entitled to, and be paid, interest thereon. Interest paid shall be based on the length of time the party has been deprived of its money and a rate of interest equal to the prime rate of interest quoted by the Wall Street Journal at the time of such determination.

5. **DELIVERY POINT.** The delivery point for water sold by Wheatland to the City shall be at Wheatland's RO treatment plant, to be constructed at Wheatland's electric generating plant site in Finney County, Kansas. Wheatland shall be responsible for

constructing and maintaining all pumping, RO treating, pipelines and related equipment to the point of delivery, and the City shall be responsible for constructing and maintaining all pipelines and related equipment from the point of delivery.

6. **METERING AND TESTING.** Wheatland shall install, pay for, own, operate and maintain all metering equipment, as is reasonably required for carrying out the purposes of this Agreement, at the Wheatland RO treatment plant, on Wheatland's side of the delivery point. Nothing shall preclude the City, at its own expense, from installing and maintaining additional metering equipment for the purpose of comparisons with Wheatland reading.

Not less than one time per year, Wheatland shall test, or cause to be tested, metering equipment. At the time of such test, any meter not registering within acceptable limits (plus or minus 2% margin of error) shall either be corrected to register accurately or replaced. If a meter is found to be inaccurate by more than two percent, a billing adjustment shall be made consistent with this Paragraph. The maximum adjustment period will be one year prior to the date of the test, or for such period during which such inaccuracy may be determined to have existed, whichever period is shorter.

Not less than one time per month, or more often as is necessary to ensure quality concerns of the City, Wheatland shall test, or cause to be tested, in conformance with applicable Kansas Department of Health and Environment regulations, the organic and inorganic quality of the water placed in the discharge pipeline from the RO treatment plant, and deliver those test results to the City.

7. **WHEATLAND'S REPRESENTATIONS.** Wheatland represents, warrants and covenants to City as follows:

(a) Wheatland is the sole and exclusive owner of the water rights and the City need not gain the consent of any other individual or entity to use the water as intended by this Agreement, other than the DWR.

(b) The water rights shall be valid, current, and in good standing with the DWR and/or any other governmental entity which may have jurisdiction over the viability of the water rights or the use thereof, and not subject to abandonment or forfeiture proceedings before the DWR Chief Engineer.

(c) Wheatland, to the best of its knowledge, is in compliance with all laws, regulations and ordinances applicable to the water rights and has not received any notice of, and is not under investigation concerning, failure to comply in any material respect with any laws, regulations and ordinances, including but not limited to, federal, state and local laws applicable to water pollution and environmental controls.

(d) Wheatland, to the best of its knowledge, is not in default under any contract, agreement, lease or other document to which it may be a party and there are no threatened lawsuits or proceedings which would affect or hinder the transactions contemplated by this Agreement.

(e) There are no material misstatements of fact in the water use reports on file with respect to the water rights, and Wheatland has not made other applications to change or alter the water rights. At all material times, the place of use, type of beneficial use, source of supply, and point of diversion have been as stated in any application, permit or certificate. All conditions contained in any application, permit, or certificate concerning the water rights have been met and fully complied with.

(f) Wheatland shall not encumber, convey, mortgage, hypothecate or assign the water rights from the date of execution of this Agreement, in any manner which might interfere with the transfer of water to the City.

8. **CHANGE OF USE CONDITION.** In the event Wheatland, notwithstanding its reasonable efforts, is unable to effect a change of use from industrial water rights to municipal water rights by the DWR of at least sufficient water rights to enable Wheatland to provide the City water pursuant to Paragraph 1, this Agreement shall become null and void.

9. **RO TREATMENT PLANT AND DISPOSAL WELL CONDITION.** In the event Wheatland, notwithstanding its reasonable efforts, is unable to construct an RO treatment plant and disposal well of sufficient capacity to enable Wheatland to provide the City water pursuant to Paragraph 1, this Agreement shall become null and void.

10. **EASEMENTS.** Each party shall grant to the other party all necessary easements to allow construction, installation, maintenance, or repair of all water transmission pipelines, pumps, and related equipment required to deliver and/or receive water, as intended by the purpose of this Agreement. This shall include the sale of real property or the grant of an easement by Wheatland to the City to allow the City to construct and locate a storage and blending reservoir and related pump station in an area deemed appropriate by the City.

11. **INDEMNITY.** Each party shall indemnify, hold harmless and defend each other, their agents, servants, employees, officers and directors from and against any and all costs and expenses, including but not limited to reasonable attorney fees, court costs and all other amounts which said other party, its agents, servants, employees, officers and directors are or may become obligated to pay on account of any and all demands, claims, liabilities or losses directly arising or alleged to have arisen out of, or in any way connected with the negligent acts or omissions of the indemnifying party, its agents, servants, employees, officers or directors in connection with this Agreement, whether such demands, claims, liabilities or losses are for damages to property, including property of the parties, or for injury or death of any person, including agents, servants, employees, officers or directors of the parties. In no event shall one party be liable to the other party for indirect, consequential, or punitive damages of any type or kind whatsoever.

12. **AUDIT.** In order to verify that all terms and conditions of this Agreement are satisfied fully as provided herein, each party shall have the right to inspect and audit the books, records, accounts, documents, and data of the other party within a period of one year after: (i) completion of the applicable work or services; or (ii) the receipt of any applicable invoice, statement or other document.

13. **APPROVALS.** This Agreement is conditioned upon approval by the Wheatland Board of Trustees and the City Commission for the City of Garden City, Kansas and any other entity, commission or regulatory body whose approval may be required by law. The parties shall use their best reasonable efforts to secure the approvals of this Agreement and shall cooperate in such efforts as reasonably requested by the parties.

14. **ASSIGNMENT.** Except as specifically set forth herein, this Agreement may not be assigned by either party without the express written consent of the other party. Each party hereto agrees to properly execute and deliver such further documentation as may reasonably be necessary to give effect to this Agreement.

15. **BINDING TERMS.** This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives or permitted assigns of each and all of the respective parties.

16. **WAIVERS.** Any waiver at any time by any party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver of the rights of such party with respect to any other default or matter or of a subsequent occurrence of a similar default or other matter. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

17. **UNCONTROLLABLE FORCES.** If by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule or regulation, all beyond the reasonable control of the party claiming uncontrollable force, either party to this Agreement is prevented from complying with any condition of this Agreement, or of the authorizations given in connection with it, or from complying with any express or implied term in this Agreement, then, while so prevented, the condition shall be suspended and the party shall be relieved of the obligation of complying with such term and shall not be liable for damages for failure to comply with it provided such party acts diligently to remedy such uncontrollable force. The nonpayment of money due shall not be waived, suspended, or excused as a result of this provision.

18. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas and any action brought by any party hereto against the other party hereto shall only be filed in a court of proper and competent jurisdiction in the state of Kansas.

19. **AMENDMENTS.** Amendments to this Agreement shall be in writing, and expressly agreed to and properly executed by the parties. All amendments are subject to the prior approval and authorization by the regulatory authorities having jurisdiction thereof, or their successors in interest.

20. **DESCRIPTIVE HEADINGS.** The descriptive headings of the various paragraphs hereof were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

21. **SCHEDULES.** Attached hereto and incorporated herein in Exhibit A. In the event of any conflict between the body of this Agreement and Exhibit A, the body of this Agreement shall govern and control.

22. **CONSTRUCTION.** This document is prepared at the mutual request and instruction of both parties and shall be interpreted in accordance with equity and good conscience and not strictly against either Wheatland or City. If any portion of this Agreement should be adjudged illegal or unenforceable, the remainder of this Agreement shall continue to be enforceable.

23. **DEFAULT.** Upon default by either party to this Agreement, each party is afforded all available legal remedies for enforcement of this Agreement, or to compensate a party for damages caused by breach of this Agreement.

24. **NOTICES.** All notices required or desired to be given hereunder shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses. Unless otherwise notified by one party to the other as follows:

(1) If to City:

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

(2) If to Wheatland:

General Manager
Wheatland Electric Cooperative, Inc.
Box 230
Scott City, Kansas 67871

IN WITNESS WHEREOF, the parties have approved and executed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By James E. Wharton
JAMES E. WHARTON, Mayor

ATTEST:


Jean E. Payne
JEAN E. PAYNE, City Clerk

WHEATLAND ELECTRIC COOPERATIVE, INC.

By *Ron Davis*
RON DAVIS, President

ATTEST:

Edwin Wasinger
EDWIN WASINGER, Secretary

V:\wp51\rdg\city\wheatland agreement

Exhibit "A"
to
Joint Agreement for Water Purchase, Treatment and Distribution
between
the City of Garden City and Wheatland Electric Coop., Inc.

Water Treatment Plant

Rate for water treatment

Quantity to be treated	3.30 mgd	1205000 (1000gpy)
Quantity Purchased	1.10 mgd	402000 (1000gpy)

Facilities Cost

	\$ 6,364,965.00		
Interest	4.50%		
Term Years	30		
	Per Year	\$390,755.02	\$ 390,755.02
	Per Month	\$32,250.34	

Treatment Cost

FAC	\$ 118,214.83		
Plant Power	\$ 106,441.67		
Plant Chemical	\$ 132,354.55		
		\$ 357,011.04	\$ 0.2963 \$ 357,041.50

Wheatland Water

Water	\$ 61,688.84		
Pumping Cost	\$ 19,576.56		
		\$ 81,265.40	\$ 0.2022 \$ 81,284.40

Total Water Cost	\$ 829,080.92
\$/1000 In	\$ 0.688
\$/1000 Out	\$ 0.765

AMENDMENT NO. 1
OF
JOINT AGREEMENT FOR WATER PURCHASE,
TREATMENT, AND DISTRIBUTION

THIS AMENDMENT NO.1 OF THE JOINT AGREEMENT FOR WATER PURCHASE, TREATMENT, AND DISTRIBUTION dated May 22, 2001 is made this 23RD day of DECEMBER, 2008, between WHEATLAND ELECTRIC COOPERATIVE, INC., a public utility having its principal place of business in Scott City, Kansas, (Wheatland) and the CITY OF GARDEN CITY, KANSAS, a municipal corporation, (City).

WITNESSETH:

WHEREAS, Wheatland and City entered into the Joint Agreement for Water Purchase, Treatment, and Distribution on the 22nd day of May 2001, referred to as Agreement herein, wherein Wheatland agreed to sell RO treated and blended water to the City and the City agreed to purchase RO treated and blended water from Wheatland and in addition Wheatland agreed to RO treat water owned by the City and to deliver the same to City for payment from City in accordance with Exhibit "A" attached to the Agreement; and,

WHEREAS, The payment rates established in Exhibit "A" attached to the Agreement are based on rate making considerations such as cost recovery as conditions existed on the execution date of the Agreement and the parties anticipated as conditions and costs changed the rates established in Exhibit "A" would change over the term of Forty (40) years to provide for adequate cost recovery.

WHEREAS, Wheatland's cost of pumping, RO treating and delivering have risen and those costs are not being shared by other water users as anticipated; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The parties hereto agree to amend the Agreement by adopting Exhibit "A1" to the Agreement and incorporating the same herein by reference as though fully set forth in this Amendment No. 1 to the Agreement.

2. In all other respects other than specifically changed in this Amendment No. 1 and Exhibit "A1" thereto the terms and conditions in the Agreement shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties have approved and executed this Agreement the day and year first above written.

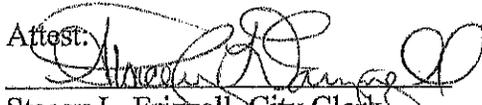
City of Garden City, Kansas

By



David D. Crase, Mayor

Attest:



Stacey L. Frizzell, City Clerk

Wheatland Electric Cooperative Inc.

By



Ron Davis, President

Attest:



Edwin Wasinger, Secretary

Schedule "A"
to
Agreement for Water Purchase, Treatment and Distribution
between
City of Garden City and Wheatland Electric Cooperative, Inc.

Water Pricing Schedule

The Monthly Water Bill will be the sum of:

1. Fixed Facilities Fee
2. Variable Water Supply Fee

Each line item is summarized below. The fixed facilities fee will apply for each month of the contract period, regardless of whether or not water is delivered during the month. The variable water supply fee will only apply during months when water is supplied and will be calculated based on the amount of water supplied.

Item 1 – Fixed Facilities Fee

Calculation of Billed Amount:

Allocated Facilities Cost (from Schedule "B")	\$10,096,200
Contract Term	25 years
Interest Rate	4.70 %
Monthly Payment Amount	\$57,270.00

Item 2 – Variable Water Supply Fee

Calculation of Billed Amount (pricing per 1,000 gallons of water):

	<u>Wheatland</u>	<u>GC</u>
	<u>Water</u>	<u>Water</u>
Electricity	\$0.20	\$0.14
Chemicals/Membranes	\$0.18	\$0.18
Water (Wheatland Sources)	<u>\$0.20</u>	<u>\$0.00</u>
Total Expenses	\$0.58	\$0.32

Schedule "B"
to
Agreement for Water Purchase, Treatment and Distribution
between
Garden City and Wheatland Electric Coop., Inc.

Facilities Cost and Allocation

I. Shared Facilities Cost	\$11,218,040.
II. Dedicated Facilities Cost	<u>\$ 0.</u>
Total Project Cost	\$11,218,040.

Allocation to City of Garden City

90% of Shared Facilities	\$10,096,200.
100% of Dedicated Facilities	<u>\$ 0.</u>
Total Allocation to Garden City	\$10,096,200.

Shared facilities are as follows:

Water Treatment Plant with 2 skids	\$ 7,580,000
Injection Well	\$ 3,238,040
1.5 MG Tank at WTP	<u>\$ 400,000</u>
Total	\$11,218,040

Dedicated facilities are as follows:

None

AMENDMENT NO. 2
OF
JOINT AGREEMENT FOR WATER PURCHASE
TREATMENT AND DISTRIBUTION

THIS AMENDMENT NO. 2 OF THE JOINT AGREEMENT FOR WATER PURCHASE, TREATMENT, AND DISTRIBUTION dated August 1, 2013 made this _____ day of _____, 2013 between WHEATLAND ELECTRIC COOPERATIVE INC., a public utility having its principal place of business in Scott City, Kansas, (Wheatland) and the CITY OF GARDEN CITY, KANSAS, a municipal corporation, (City).

WITNESSETH.

WHEREAS, Wheatland and City entered into the Joint Agreement for Water Purchase, Treatment and Distribution on the 22nd day of May 2001, referred to as Agreement herein, wherein Wheatland agreed to sell RO treated and blended water to the City and the City agreed to purchase RO treated and blended water from Wheatland and in addition Wheatland agreed to RO treat water owned by the City and to deliver the same to City for payment from City in accordance with Exhibit "A" attached to the Agreement; and,

WHEREAS, The payment rates established in Exhibit "A" attached to the Agreement are based on one making considerations such as cost recovery as conditions existed on the execution date of the Agreement and the parties anticipated as conditions and costs changed the rates established in Exhibit "A" would change over the term of Forty (40) years to provide for adequate cost recovery.

WHEREAS, Wheatland's cost of pumping, RO treating and delivering have risen and those costs are not being shared by other water users as anticipated; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The parties hereto agree to amend the Agreement by adopting Exhibit "A" to the Agreement and incorporating the same herein by reference as though fully set forth in this Amendment No. 2 to the Agreement.

2. In all other respects other than specifically changed in this Amendment No. 2 and Exhibit "A" thereto the terms and conditions in the Agreement shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties have approved and executed this Agreement the day and year first above written.

City of Garden City, Kansas

By _____
Dan Fankhauser
Mayor

ATTEST:

Celyn Hurtado
City Clerk

Wheatland Electric Cooperative Inc.

By 

Bruce W. Mueller,
General Manager

ATTEST:



Keen K. Brantley
Assistant Secretary

Schedule "A"
to
Agreement for Water Purchase, Treatment and Distribution
between
City of Garden City and Wheatland Electric Cooperative, Inc.

Water Pricing Schedule

The Monthly Water Bill will be the sum of:

1. Fixed Facilities Fee
2. Variable Water Supply Fee

Each line item is summarized below. The fixed facilities fee will apply for each month of the contract period, regardless of whether or not water is delivered during the month. The variable water supply fee will only apply during months when water is supplied and will be calculated based on the amount of water supplied.

Item 1 — Fixed Facilities Fee

Calculation of Billed Amount:

Allocated Facilities Cost (from Schedule "B")	\$10,096,200
Contract Term	25 years
Interest Rate	4.70 %
Monthly Payment Amount	\$57,270.00

Item 2— Variable Water Supply Fee

Calculation of Billed Amount (pricing per 1,000 gallons of water):

	Wheatland Water	GC Water
Electricity	\$.235	\$.165
Chemicals/Membranes	\$.50	\$.50
Water (Wheatland Sources)	<u>\$.264</u>	<u>\$0.00</u>
Total Expenses	\$.999	\$.665

Schedule "B"
to
Agreement for Water Purchase, Treatment and Distribution
between
Garden City and Wheatland Electric Coop., Inc.

Facilities Cost and Allocation

I. Shared Facilities Cost	\$11,218,040.
II. Dedicated Facilities Cost	<u>\$ 0.</u>
Total Project Cost	\$11,218,040.

Allocation to City of Garden City

90% of Shared Facilities	\$10,096,200.
100% of Dedicated Facilities	<u>\$ 0.</u>
Total Allocation to Garden City	\$10,096,200.

Shared facilities are as follows:

Water Treatment Plant with 2 skids	\$ 7,580,000
Injection Well	\$ 3,238,040
1.5 MG Tank at WTP	<u>\$ 400,000</u>
Total	\$11,218,040

Dedicated facilities are as follows:

None

FIREWORKS WAIVER OF ORDINANCE

The Governing Body of the City of Garden City, Kansas, after due and careful consideration of factors pertaining to discharge of fireworks in the corporate limits of the City of Garden City, Kansas (City), herein waives application of Code of Ordinances Section 62-12, as follows:

Fireworks, as defined in the International Fire Code, Chapter 33, Sections 3301 and 3302 (Exhibit A), and Finney County Resolution No. 20-2012 (Exhibit B), both Exhibits attached hereto and incorporated herein, may be discharged in the corporate limits of the City, subject to the specified exceptions, from July 3, 2013, through July 5, 2013, from the hours of 10:30 a.m. to 10:30 p.m. This Waiver of Ordinance does not apply to the discharge of fireworks at the Finney County Exhibition Building parking lot during the time of the public fireworks display on July 4, 2013, public parks, public recreation areas such as soccer fields or ball fields, or the Lee Richardson Zoo; Code of Ordinances Section 62-12 shall remain in full force and effect for these areas. No fireworks may be discharged on real property without the permission of the owner or person or entity in control of the real property. The Chief of the Garden City Fire Department (GCFD) shall have the authority granted to him by the Governing Body to rescind this Waiver of Ordinance, should, in the judgment and discretion of the GCFD Chief, the weather conditions make discharge of fireworks in the City hazardous to property or persons. The GCFD Chief shall notify the public of any rescission of this Fireworks Waiver of Ordinance by public notice through dissemination of information over radio, television, or newspaper. Fireworks not listed on the attached Exhibits, or prohibited by state of Kansas or federal laws, are prohibited from being discharged in the City at any time. Any discharge of prohibited fireworks shall be considered a violation of applicable state or federal laws, or Code of Ordinances Section 62-12. This Waiver of Ordinance does not apply to the sale of fireworks in the City; therefore, the sale of fireworks shall continue to be prohibited by Code of Ordinances Section 62-12.

This Waiver of Ordinance approved and adopted by the City of Garden City, Kansas, this 18th day of June, 2013.

CITY OF GARDEN CITY, KANSAS

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

EXPLOSIVES AND FIREWORKS

SECTION 3301
GENERAL

3301.1 Scope. The provisions of this chapter shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks and small arms ammunition.

Exceptions:

1. The Armed Forces of the United States, Coast Guard or National Guard.
2. Explosives in forms prescribed by the official United States Pharmacopoeia.
3. The possession, storage and use of small arms ammunition when packaged in accordance with DOTn packaging requirements.
4. The possession, storage, and use of not more than 1 pound (0.454 kg) of commercially manufactured sporting black powder, 20 pounds (9 kg) of smokeless powder and 10,000 small arms primers for hand loading of small arms ammunition for personal consumption.
5. The use of explosive materials by federal, state and local regulatory, law enforcement and fire agencies acting in their official capacities.
6. Special industrial explosive devices which in the aggregate contain less than 50 pounds (23 kg) of explosive materials.
7. The possession, storage and use of blank industrial-power load cartridges when packaged in accordance with DOTn packaging regulations.
8. Transportation in accordance with DOTn 49 CFR Parts 100-178.
9. Items preempted by federal regulations.

3301.1.1 Explosive material standard. In addition to the requirements of this chapter, NFPA 495 shall govern the manufacture, transportation, storage, sale, handling and use of explosive materials.

3301.1.2 Explosive material terminals. In addition to the requirements of this chapter, the operation of explosive material terminals shall conform to the provisions of NFPA 498.

3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fireworks as permitted in Section 3304.
2. Manufacture, assembly and testing of fireworks as permitted in Section 3305.

3. The use of fireworks for display as permitted in Section 3308.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable local or state laws, ordinances and regulations provided such fireworks comply with CPSC 16 CFR, Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-178, for consumer fireworks.

3301.1.4 Rocketry. The storage, handling and use of model and high-power rockets shall comply with the requirements of NFPA 1122, NFPA 1125, and NFPA 1127.

3301.1.5 Ammonium nitrate. The storage and handling of ammonium nitrate shall comply with the requirements of NFPA 490 and Chapter 40.

Exception: Storage of ammonium nitrate in magazines with blasting agents shall comply with the requirements of NFPA 495.

3301.2 Permit required. Permits shall be required as set forth in Section 105.6 and regulated in accordance with this section.

3301.2.1 Residential uses. No person shall keep or store, nor shall any permit be issued to keep or store, any explosives at any place of habitation, or within 100 feet (30 480 mm) thereof.

Exception: Storage of smokeless propellant, black powder, and small arms primers for personal use and not for resale in accordance with Section 3306.

3301.2.2 Sale and retail display. No person shall construct a retail display nor offer for sale explosives, explosive materials, or fireworks upon highways, sidewalks, public property, or in Group A or E occupancies.

3301.2.3 Permit restrictions. The fire code official is authorized to limit the quantity of explosives, explosive materials, or fireworks permitted at a given location. No person, possessing a permit for storage of explosives at any place, shall keep or store an amount greater than authorized in such permit. Only the kind of explosive specified in such a permit shall be kept or stored.

3301.2.4 Financial responsibility. Before a permit is issued, as required by Section 3301.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$100,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

3301.2.4.1 Blasting. Before approval to do blasting is issued, the applicant for approval shall file a bond or submit a certificate of insurance in such form, amount and coverage as determined by the legal department of the jurisdiction to be adequate in each case to indemnify the jurisdiction against any and all damages arising from permitted blasting.

3301.2.4.2 Fireworks display. The permit holder shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire code official for the payment of all potential damages to a person or persons or to property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors.

3301.3 Prohibited explosives. Permits shall not be issued or renewed for possession, manufacture, storage, handling, sale or use of the following materials and such materials currently in storage or use shall be disposed of in an approved manner.

1. Liquid nitroglycerin.
2. Dynamite containing more than 60-percent liquid explosive ingredient.
3. Dynamite having an unsatisfactory absorbent or one that permits leakage of a liquid explosive ingredient under any conditions liable to exist during storage.
4. Nitrocellulose in a dry and uncompressed condition in a quantity greater than 10 pounds (4.54 kg) of net weight in one package.
5. Fulminate of mercury in a dry condition and fulminate of all other metals in any condition except as a component of manufactured articles not hereinafter forbidden.
6. Explosive compositions that ignite spontaneously or undergo marked decomposition, rendering the products of their use more hazardous, when subjected for 48 consecutive hours or less to a temperature of 167°F (75°C).
7. New explosive materials until approved by DOTn, except that permits are allowed to be issued to educational, governmental or industrial laboratories for instructional or research purposes.
8. Explosive materials condemned by DOTn.
9. Explosive materials containing an ammonium salt and a chlorate.
10. Explosives not packed or marked as required by DOTn 49 CFR, Parts 100-178.

Exception: Gelatin dynamite.

3301.4 Qualifications. Persons in charge of magazines, blasting, fireworks display, or pyrotechnic special effect operations shall not be under the influence of alcohol or drugs which impair sensory or motor skills, shall be at least 21 years of age, and shall demonstrate knowledge of all safety precautions related to the storage, handling or use of explosives, explosive materials or fireworks.

3301.5 Supervision. The fire code official is authorized to require operations permitted under the provisions of Section 3301.2 to be supervised at any time by the fire code official in

order to determine compliance with all safety and fire regulations.

3301.6 Notification. Whenever a new explosive material storage or manufacturing site is established, including a temporary job site, the local law enforcement agency, fire department, and local emergency planning committee shall be notified 48 hours in advance, not including Saturdays, Sundays and holidays, of the type, quantity and location of explosive materials at the site.

3301.7 Seizure. The fire code official is authorized to remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials or fireworks offered or exposed for sale, stored, possessed or used in violation of this chapter.

3301.8 Establishment of quantity of explosives and distances. The quantity of explosives and distances shall be in accordance with Sections 3301.8.1 and 3301.8.1.1.

3301.8.1 Quantity of explosives. The quantity-distance tables in Sections 3304.5 and 3305.3 shall be used to provide appropriate distances from potential explosion sites. The classification of the explosives and the weight of the explosives are primary characteristics governing the use of these tables. The net explosive weight shall be determined in accordance with Sections 3301.8.1.1 through 3301.8.1.4.

3301.8.1.1 Mass-detonating explosives. The total net explosive weight of Division 1.1, 1.2 or 1.5 explosives shall be used. See Table 3304.5.2 (2) or Table 3305.3 as appropriate.

Exception: When the TNT equivalence of the explosive material has been determined, the equivalence is allowed to be used to establish the net explosive weight.

3301.8.1.2 Non-mass-detonating explosives (excluding Division 1.4). Non-mass-detonating explosives shall be as follows:

1. Division 1.3 propellants. The total weight of the propellants alone shall be the net explosive weight. The net weight of propellant shall be used. See Table 3304.5.2(3).
2. Combinations of bulk metal powder and pyrotechnic compositions. The sum of the net weights of metal powders and pyrotechnic compositions in the containers shall be the net explosive weight. See Table 3304.5.2(3).

3301.8.1.3 Combinations of mass-detonating and non-mass-detonating explosives (excluding Division 1.4). Combination of mass-detonating and non-mass-detonating explosives shall be as follows:

1. When Division 1.1 and 1.2 explosives are located in the same site, determine the distance for the total quantity considered first as 1.1 and then as 1.2. The required distance is the greater of the two. When the Division 1.1 requirements are controlling and the TNT equivalence of the 1.2 is known, the TNT equivalent weight of the 1.2 items shall be allowed to be added to the total explosive weight of Division 1.1 items to determine the net explosive

weight for Division 1.1 distance determination. See Table 3304.5.2(3) or Table 3305.3 as appropriate.

2. When Division 1.1 and 1.3 explosives are located in the same site, determine the distances for the total quantity considered first as 1.1 and then as 1.3. The required distance is the greater of the two. When the Division 1.1 requirements are controlling and the TNT equivalence of the 1.3 is known, the TNT equivalent weight of the 1.3 items shall be allowed to be added to the total explosive weight of Division 1.1 items to determine the net explosive weight for Division 1.1 distance determination. See Table 3304.5.2(2), 3304.5.2 (3) or 3305.3, as appropriate.
3. When Division 1.1, 1.2 and 1.3 explosives are located in the same site, determine the distances for the total quantity considered first as 1.1, next as 1.2 and finally as 1.3. The required distance is the greatest of the three. As permitted by paragraphs 1 and 2 above, TNT equivalent weights for 1.2 and 1.3 items are allowed to be used to determine the net weight of explosives for Division 1.1 distance determination. Table 3304.5.2 (2) or 3305.3 shall be used when TNT equivalency is used to establish the net explosive weight.
4. For composite pyrotechnic items Division 1.1 and Division 1.3, the sum of the net weights of the pyrotechnic composition and the explosives involved shall be used. See Tables 3304.5.2 (2) and 3304.5.2 (3).

3301.8.1.4 Moderate fire — no blast hazards. Division 1.4 explosives. The total weight of the explosive material alone is the net weight. The net weight of the explosive material shall be used. See Table 3304.5.2 (4).

SECTION 3302 DEFINITIONS

3302.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

AMMONIUM NITRATE. A chemical compound represented by the formula NH_4NO_3 .

BARRICADE. A structure that consists of a combination of walls, floor and roof, which is designed to withstand the rapid release of energy in an explosion and which is fully confined, partially vented or fully vented; or other effective method of shielding from explosive materials by a natural or artificial barrier.

Artificial barricade. An artificial mound or revetment a minimum thickness of 3 feet (914 mm).

Natural barricade. Natural features of the ground, such as hills, or timber of sufficient density that the surrounding exposures that require protection cannot be seen from the magazine or building containing explosives when the trees are bare of leaves.

BARRICADED. The effective screening of a building containing explosive materials from the magazine or other building, railway, or highway by a natural or an artificial barrier. A straight line from the top of any sidewall of the building containing explosive materials to the eave line of any magazine or other building or to a point 12 feet (3658 mm) above the center of a railway or highway shall pass through such barrier.

BLAST AREA. The area including the blast site and the immediate adjacent area within the influence of flying rock, missiles and concussion.

BLAST SITE. The area in which explosive materials are being or have been loaded and which includes all holes loaded or to be loaded for the same blast and a distance of 50 feet (15 240 mm) in all directions.

BLASTER. A person qualified in accordance with Section 3301.4 to be in charge of and responsible for the loading and firing of a blast.

BLASTING AGENT. A material or mixture consisting of fuel and oxidizer, intended for blasting provided that the finished product, as mixed for use or shipment, cannot be detonated by means of a No. 8 test detonator when unconfined. Blasting agents are labeled and placarded as Class 1.5 material by US DOT.

BULLET RESISTANT. Constructed so as to resist penetration of a bullet of 150-grain M2 ball ammunition having a nominal muzzle velocity of 2,700 feet per second (fps) (824 mps) when fired from a 30-caliber rifle at a distance of 100 feet (30 480 mm), measured perpendicular to the target.

DETONATING CORD. A flexible cord containing a center core of high explosive used to initiate other explosives.

DETONATION. An exothermic reaction characterized by the presence of a shock wave in the material which establishes and maintains the reaction. The reaction zone progresses through the material at a rate greater than the velocity of sound. The principal heating mechanism is one of shock compression. Detonations have an explosive effect.

DETONATOR. A device containing any initiating or primary explosive that is used for initiating detonation. A detonator shall not contain more than 154.32 grains (10 grams) of total explosives by weight, excluding ignition or delay charges. The term includes, but is not limited to, electric blasting caps of instantaneous and delay types, blasting caps for use with safety fuses, detonating cord delay connectors, and noninstantaneous and delay blasting caps which use detonating cord, shock tube or any other replacement for electric leg wires. All types of detonators in strengths through No. 8 cap should be rated at 1.5 pounds (0.68 kg) of explosives per 1,000 caps. For strengths higher than No. 8 cap, consult the manufacturer.

DISCHARGE SITE. The immediate area surrounding the fireworks mortars used for an outdoor fireworks display.

DISPLAY SITE. The immediate area where a fireworks display is conducted. The display area includes the discharge site, the fallout area, and the required separation distance from the mortars to spectator viewing areas. The display area does not include spectator viewing areas or vehicle parking areas.

EXPLOSIVE. A chemical compound, mixture or device, the primary or common purpose of which is to function by explosion. The term includes, but is not limited to, dynamite, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord, igniters and display fireworks, 1.3G (Class B, Special).

The term "explosive" includes any material determined to be within the scope of USC Title 18: Chapter 40 and also includes any material classified as an explosive other than consumer fireworks, 1.4G (Class C, Common) by the hazardous materials regulations of DOTn 49 CFR.

High explosive. Explosive material, such as dynamite, which can be caused to detonate by means of a No. 8 test blasting cap when unconfined.

Low explosive. Explosive material that will burn or deflagrate when ignited. It is characterized by a rate of reaction that is less than the speed of sound. Examples of low explosives include, but are not limited to, black powder, safety fuse, igniters, igniter cord, fuse lighters, fireworks, 1.3G (Class B special) and propellants, 1.3C.

Mass-detonating explosives. Division 1.1, 1.2 and 1.5 explosives alone or in combination, or loaded into various types of ammunition or containers, most of which can be expected to explode virtually instantaneously when a small portion is subjected to fire, severe concussion, impact, the impulse of an initiating agent, or the effect of a considerable discharge of energy from without. Materials that react in this manner represent a mass explosion hazard. Such an explosive will normally cause severe structural damage to adjacent objects. Explosive propagation could occur immediately to other items of ammunition and explosives stored sufficiently close to and not adequately protected from the initially exploding pile with a time interval short enough so that two or more quantities must be considered as one for quantity-distance purposes.

UN/DOTn Class 1 explosives. The former classification system used by DOTn included the terms "high" and "low" explosives as defined herein. The following terms further define explosives under the current system applied by DOTn for all explosive materials defined as hazard Class 1 materials. Compatibility group letters are used in concert with the Division to specify further limitations on each division noted, (i.e., the letter G identifies the material as a pyrotechnic substance or article containing a pyrotechnic substance and similar materials).

Division 1.1. Explosives that have a mass explosion hazard. A mass explosion is one which affects almost the entire load instantaneously.

Division 1.2. Explosives that have a projection hazard but not a mass explosion hazard.

Division 1.3. Explosives that have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard.

Division 1.4. Explosives that pose a minor explosion hazard. The explosive effects are largely confined to the package and no projection of fragments of appreciable size or range is to be expected. An external fire must not

cause virtually instantaneous explosion of almost the entire contents of the package.

Division 1.5. Very insensitive explosives. This division is comprised of substances that have a mass explosion hazard but which are so insensitive that there is very little probability of initiation or of transition from burning to detonation under normal conditions of transport.

Division 1.6. Extremely insensitive articles which do not have a mass explosion hazard. This division is comprised of articles that contain only extremely insensitive detonating substances and which demonstrate a negligible probability of accidental initiation or propagation.

EXPLOSIVE MATERIAL. The term "explosive" material means explosives, blasting agents, and detonators.

FALLOUT AREA. The area over which aerial shells are fired. The shells burst over the area, and unsafe debris and malfunctioning aerial shells fall into this area. The fallout area is the location where a typical aerial shell dud falls to the ground depending on the wind and the angle of mortar placement.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

Fireworks, 1.4G. (Formerly known as Class C, Common Fireworks.) Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. Such 1.4G fireworks which comply with the construction, chemical composition and labeling regulations of the DOTn for Fireworks, UN 0336, and the U.S. Consumer Product Safety Commission as set forth in CPSC 16 CFR: Parts 1500 and 1507, are not explosive materials for the purpose of this code.

Fireworks, 1.3G. (Formerly Class B, Special Fireworks.) Large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks, are also described as Fireworks, UN0335 by the DOTn.

FIREWORKS DISPLAY. A presentation of fireworks for a public or private gathering.

HIGHWAY. A public street, public alley or public road.

INHABITED BUILDING. A building regularly occupied in whole or in part as a habitation for people, or any church, schoolhouse, railroad station, store or other structure where people are accustomed to assemble, except any building or structure occupied in connection with the manufacture, transportation, storage or use of explosive materials.

Published in the Garden City Telegram 6-8, 2012

RESOLUTION NO. 20-2012

A RESOLUTION PERTAINING TO THE SALE, HANDLING, USE OR STORAGE OF FIREWORKS WITHIN FINNEY COUNTY, KANSAS; ESTABLISHING REGULATIONS THEREFORE; AND REPEALING RESOLUTION FINNEY COUNTY RESOLUTION 32-2003.

WHEREAS, the Board of County Commissioners of Finney County, Kansas, has, in its judgment, determined that the sale, handling, use and storage of certain fireworks within Finney County, Kansas are a hazard to the citizens of the County; and

WHEREAS, K.S.A. 31-134 authorizes the Board of County Commissioners to regulate or prohibit the sale, handling, use or storage of fireworks within the boundaries of the County; and

WHEREAS, K.S.A. 19-101, et seq., defines the County Commissioners power of local legislation and authority for enforcement of Resolution; and

WHEREAS, Finney County Resolution 32-2003 was adopted August 28, 2003 to establish standards and permit requirements related to the sale, handling, use and storage of fireworks.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Finney County, Kansas, that effective upon publication hereof, the sale, handling, use and/or storage of fireworks as hereafter defined, shall be and are hereby regulated in the unincorporated areas of Finney County, as follows:

- a) The Kansas Fireworks Act, Kansas Statutes Annotated, Chapter Thirty One (31), Article 5 (K.S.A. 31-501 to 31-506) are incorporated herein and adopted by reference in their entirety.
- b) The Kansas Administrative Regulations (KAR) 22-6-1 through 22-6-27, promulgated pursuant to the authority granted in K.S.A. 31-506 are incorporated by reference and adopted in their entirety.
- c) All rules and regulations adopted by KAR 22-6-1 through 22-6-27 incorporating by reference nationally recognized fire prevention codes that are in effect as of the effective date hereof are hereby adopted.
- d) Any person(s), organization or other lawful entity desiring to sell authorized fireworks in Finney County, Kansas, shall, **at least two (2) weeks prior to the first date for sale of said fireworks**, obtain an application from the County Clerk and, upon proper completion, payment of fees, and verification by the County Fire Marshal that the applicant is in compliance with all laws, a permit shall be issued

EXHIBIT B

by the Clerk of Finney County, Kansas, authorizing such person(s) organization or other lawful entity to do so. The person(s), organization or other lawful entity shall pay \$100.00 for said permit. ***The fee for a permit purchased less than two (2) weeks prior to the first date of sale of said fireworks shall be \$200.00.***

- e) An organization may obtain a permit from the Clerk of Finney County, Kansas, allowing such organization to store, handle, use, but not sell fireworks which are commonly used in commercial fireworks displays within Finney County, under the following terms and conditions:
1. Permits issued hereunder shall be valid for one (1) day only, and the date shall be specifically stated on such permit.
 2. Any permit issued hereunder shall be valid only at a location specifically stated on the permit issued hereunder.
 3. Payment of a \$100.00 fee for each permit to the Clerk of Finney County, Kansas.
 4. All permits shall be obtained at least two (2) weeks prior to any display. ***Permits obtained less than two (2) weeks prior to any display shall be \$200.00.***
 5. Permits shall be issued only to those organizations wishing to provide a display of fireworks for the public, and any such display must be supervised by a competent adult experienced in the use and display of fireworks. The supervising adult must be approved by the Fire Chief prior to obtaining a permit.
 6. Any organization seeking a permit must show to the Clerk of the County proof of insurance insuring against bodily injury and property damage in the amount of \$100,000.00 by single limit policy for damages arising out of accidents during the fireworks display.
- f) Any person(s), organization or other entity found to sell fireworks prohibited by this Resolution or any person(s), organization or other entity found to have in his, her or its possession any fireworks prohibited by this Resolution shall be fined in an amount not less than \$200.00 nor more than \$500.00 per occurrence. Any person(s), organization or other entity found to have violated this Resolution shall forfeit his, her or its license and shall not be eligible to have a license reissued.

- g) It shall be unlawful for any person, organization or other entity to sell fireworks approved for sale herein on days other than June 27, 1989 through July 5, 1989 and each and every year thereafter.
- h) It shall be unlawful for any person, organization or other entity to discharge fireworks on days other than July 3, 1989 through July 5, 1989, and each and every year thereafter.
- i) This Resolution shall take effect upon its publication in the Official County Newspaper.
- j) Finney County Resolution 32-2003 is hereby repealed.

Adopted this 4 day of June, 2012.



Elsa Ulrich
Finney County Clerk

THE BOARD OF FINNEY COUNTY
COMMISSIONERS OF FINNEY COUNTY,
KANSAS

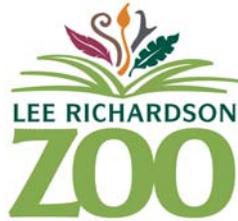
Don Doll
Don Doll

Larry Jones
Larry Jones

Roman Halbur
Roman Halbur

Cliff Mayo
Cliff Mayo

Dave Jones
Dave Jones



312 Finnup Drive
Garden City, KS 67846-0499

MEMORANDUM

June 5, 2013

To: Garden City City Commission
cc: Matt Allen, City Manager

From: Kathy Sexson, Zoo Director

Ref: Zoo Advisory Board Member Recommendations

The Zoo Advisory Board currently has two vacancies created by the expiring terms of Cathy McKinley and Della Brandenburger. Board member Tammy Rieth has completed one term and is interested in serving a second.

The board would like to make the following recommendation for filling the open seats.

The Board recommends the appointment of Jim Deal and Taylor Freburg for the two open seats, and the reappointment of Tammy Rieth for another term, all effective July 2013, each for three year terms. Both Mr. Deal and Mr. Freburg are excited about the opportunity to serve the city and zoo, and their applications are attached for your consideration.

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Taylor Freburg HOME PHONE: 402-305-7274

ADDRESS: 211 N. Main St. 2nd Floor Apt. Garden City, KS 67846 WORK
PHONE: 620-271-6209

E-MAIL ADDRESS: tfreburg@finneycounty.org

OCCUPATION (if employed): Probation Officer

PLACE OF EMPLOYMENT: Finney County Youth Services

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 2 Years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

The Zoo is a very important resource for the area. I believe it would be an honor to aid in its efforts.

OTHER APPLICABLE EXPERIENCE: Minor League Baseball Promotions, Sports Editor at Newspaper

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- | | |
|---|--|
| <input type="checkbox"/> Airport | <input checked="" type="checkbox"/> Lee Richardson Zoo |
| <input type="checkbox"/> Alcohol Fund Advisory Board | <input type="checkbox"/> Parks & Tree |
| <input type="checkbox"/> Building Safety Board of Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Cultural Relations | <input type="checkbox"/> Police/Citizen |
| <input type="checkbox"/> Golf | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Environmental Issues Board | <input type="checkbox"/> Traffic Committee |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Youth Council |
| <input type="checkbox"/> Local Housing Authority | <input type="checkbox"/> Zoning Board of Appeals |

RETURN THIS FORM TO:

City Manager's Office – Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

fjdeal@gmail.com

and I would be willing to serve on a planning or advisory board/committee.

NAME: Jimmy Deal

HOME PHONE: 620 260 7939

ADDRESS: 907 Lyle Ave.

WORK PHONE: 620 805 6700

OCCUPATION (if employed): AVP → Bank Officer

PLACE OF EMPLOYMENT: Valley State Bank

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 33 years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

Would love the opportunity to serve the Lee Richardson Zoo.

OTHER APPLICABLE EXPERIENCE: Served on the board and as a volunteer for the Leave a Legacy Foundation.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Board of Appeals

Planning Commission

Cultural Relations

Plumbing/Mechanical

Electrical Examiners

Police/Citizen

Environmental Issues

Recreation Commission

Golf

Traffic Committee

Landmarks Commission

Zoning Board of Appeals

Local Housing Authority

Youth Council

RETURN THIS FORM TO:

City Manager's Office
City Administrative Center
P.O. Box 499
Garden City, KS 67846-0499



Buffalo Dunes

Memo

To: Matt Allen, City Manager & Governing Body of Garden City, Ks
From: Caleb Woods, President of the Golf Advisory Board
CC: Cole Wasinger, Toby Witthuhn
Date: 6/12/2013
Re: Proposal for Rate Changes for Buffalo Dunes Daily Fees

Dear Governing Body-

The Golf Advisory Board is proposing the attached rates be approved for an August 1st implementation date. We feel that these adjustments are very affordable. Thanks in advance for your consideration.

Thanks

Caleb Woods

President

Golf Advisory Board



2013 Schedule of Membership Fees



Memberships	Rate	Proposed
Family	\$565	\$625
Adult	\$400	\$440
Senior	\$300	\$330
Junior	\$100	\$100

Gold Membership	Rate	Proposed
Single Adult	\$1,000	\$1,100
Single Senior (Over 65)	\$900	\$1,000
Family of 2	\$1,250	\$1,375
Family of 3 plus	\$1,500	\$1,650
Junior 16-20	\$750	\$825

Trail Fee	Rate	Proposed
Adult	\$450	\$500
Senior	\$375	\$425

** Gold Membership includes cart, range, and green fees

Consent Agenda



FIDUCIARY ENGAGEMENT LETTER

THIS AGREEMENT ("Agreement") is made this 7th day of May 2013 between the City of Garden City, Kansas, ("Issuer"), and **GEORGE K. BAUM & COMPANY**, Wichita, Kansas ("Provider").

PURPOSE: The Issuer has identified a capital project, the 2013 Capital Improvements, herein after referred to as the "Project," which will result in the issuance of bonds, notes, refunding bonds and the use of other financial instruments. The Issuer deems it in its best interest to engage and retain the Provider, a qualified investment banking firm, to provide advisory services including the preparation of supporting data, bond market information, assistance in obtaining bond ratings, and assistance in investor negotiations.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS

The provisions of the above "Purpose" section shall be material and binding to this Agreement.

1. **Provider's Obligations.** The Provider shall provide the Issuer with advisory services for the analysis of the cost and benefits relative to financing the Project by:
 - A. Working with the Issuer, and others as directed by the Issuer. concerning the legal and financial issues associated with its outstanding debt;
 - B. Attending all meetings and make itself available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon throughout the Project;
 - C. Assisting the Issuer in the preparation, coordination and distribution of printed matter, including circulars, press releases, special mailings, etc., in order to acquaint the Issuer's population with the benefits and financial considerations of the Project;
 - D. Prepare financial information and schedules necessary to acquaint the Issuer with the benefits of the various forms of debt financing for the Project;
 - E. Assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any;
 - F. Assist in the collection and preparation of the documents necessary to accomplish the transaction including any related contracts and agreements or documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer;

- G. Arrange for closing and delivery of the Project bonds;
 - H. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring the Provider to perform services which may constitute the practice of law. The Provider is employed in an expert financial capacity only;
 - I. It is expressly understood and agreed that, under this Agreement, the Provider is acting as an advisor or fiduciary to the Issuer. The Provider retains the right to be engaged by the Issuer on other transactions in a capacity other than as an advisor.
 - J. It is expressly understood and agreed that the Provider will not limit its work to the steps outlined, but will extend its services as necessary to insure that the Project is brought to a successful conclusion on behalf of the Issuer in a professional and satisfactory manner.
2. **Issuer's Obligations.** The Issuer's obligations shall include the following:
- A. Retain the Provider as its advisor;
 - B. Cooperate with the Provider in the proper development of the Project and provide all pertinent information needed to support the desired transaction on behalf of the Issuer;
 - C. Employ a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney;
 - D. Pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services;
 - E. Pay the Provider an advisory fee to be mutually agreed upon at the time of the completion of each transaction.
3. **Term.** The term of this Agreement shall commence on May 7, 2013, and shall expire on the earlier of either December 31, 2013, or the completion of the financing of the Project.
4. **Termination.** Either party shall have the right to terminate this Agreement in full for any reason with at least ninety (90) days prior written notice to the other party. In addition, the Issuer shall provide written notice to the Provider of any violation or default of the terms of this Agreement and the Provider shall have thirty (30) days to cure such default. If the Provider is not able to cure the default to the Issuer's satisfaction by the end of such cure period, the Issuer thereafter shall have the right to immediately terminate this Agreement. At the termination of this Agreement, in any such manner, the Issuer shall pay the Provider such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
5. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By: _____

Title: Senior Vice President

AGREED TO AND ACCEPTED:

CITY OF GARDEN CITY, KANSAS

ATTEST

Title: Mayor

Title: City Clerk

PROJECT NO. 28 U-0051-13
FUND EXCHANGE
CITY OF GARDEN CITY, KANSAS

AGREEMENT

This Agreement is between MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT) (the “Secretary”) and the CITY OF GARDEN CITY, KANSAS (the “City”).

RECITALS:

- A. Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to Secretary.
- B. City desires to exchange all or a portion of City’s annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. Secretary and City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Garden City, Kansas.
3. **“Effective Date”** means the date this Agreement is signed by the Secretary or his designee.
4. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
5. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.

6. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Parties”** means the Secretary and KDOT, individually and collectively, and the City.
8. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
9. **“State Funds”** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** Secretary is authorized by City to take such steps as are deemed by Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** City has submitted a program application for this Federal Fund exchange, which is hereby incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the City requests to use the banked funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to \$116,866.41 in Federal Funds.
 - (b) When the City requests to use the exchanged or banked funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) City authorizes Secretary to retain and use \$116,866.41 of City’s annual allotment of Federal Funds for federal fiscal year 2013 in exchange for State Funds at the Exchange Rate.
 - (ii) Secretary shall reimburse City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to \$105,179.77. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
 - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by City.

- (iv) City understands that Secretary may use the retained Federal funds exchanged by City for any federally eligible purpose or project within the State.
- (v) The Secretary will make partial payments to City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) City shall not deposit the exchanged State Funds into the operating budget for the City.
- (b) City shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) specific road and bridge projects, as pre-approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines, including but not limited to roadway construction, reconstruction or rehabilitation, pavement preservation programs, bridge construction, replacement, rehabilitation, repair and removal, construction of low water crossing, safety improvement programs; and
 - (ii) for all phases of the pre-approved road and bridge project including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the road or bridge project, City shall notify Secretary and allow the Secretary to participate in a final review of the road or bridge project. Reviews by the Secretary are not done for the benefit of City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State funds. If, in the judgment of Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, Secretary may terminate this Agreement without further notice. Secretary will not be responsible to City for any reduction in State Funds.

6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal funds. If, due to Congressional funding

restrictions, sufficient Federal funds have not been allocated to City, Secretary shall exchange funds in the amount available.

7. **Audit.** City will participate and cooperate with Secretary in an audit which will occur either annually or by project. City shall make its records and books available to representatives of Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, City shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Right of Way Acquisition.** All right of way acquisition for the project shall be done in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
10. **Legal Authority.** City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
11. **Indemnification.** To the extent permitted by law, City agrees to defend, indemnify, hold harmless, and save Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by City or City's employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary and City and their successors in office.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by

this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- 5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
- 6. **Effective Date.** This Agreement will become effective as of the date signed by Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF GARDEN CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer



To: Governing Body
 From: Rachelle Powell
 Date: June 10, 2013
 RE: Task Order Number 10 – Snow Removal Equipment building, Runway Guard Lights and Hold Position Sign

Issue

Governing Body consideration and approval of Task Order Number 10 between the City of Garden City and HNTB to provide construction administration services for the FY2013 Airport Improvement Projects (AIP). The FY2013 AIP include the Snow Removal Equipment Building, relocation of runway guard lights and installation of a runway hold position sign.

Background

On June 4, 2013, the Governing Body accepted bids subject to FAA concurrence and full grant approval, authorized the City Manager to execute the FAA Grant Application, and authorized the Mayor and City Clerk to execute the contracts when the documents are returned by the contractors. Task Order Number 10 provides construction administration services and construction material testing associated with the Snow Removal Equipment Building and Runway Guard Lights and Hold Position Signs Project at the Garden City Regional Airport.

The City of Garden City entered into a Master Agreement for Professional Services with HNTB on December 28, 2007 and authorized HNTB services for the projects. The FAA requires an independent analysis of the proposed fee. Steve Cottrell, City Engineer conducted the analysis and finds the proposed fee is reasonable for the project.

Alternatives

1. Governing Body authorization of Task Order Number 10 - Snow Removal Equipment building, Runway Guard Lights and Hold Position Sign
2. Governing Body rejection of Task Order Number 10 - Snow Removal Equipment building, Runway Guard Lights and Hold Position Sign

Recommendation

Governing Body authorization of Task Order Number 10 – Snow Removal Equipment building, Runway Guard Lights and Hold Position Sign between HNTB Corporation and the City of Garden City.

Fiscal Note

Task Order Number 10 – Design Services \$83,434. The proposed FY2013 funding for AIP 3-20-0024-34 is as follows:

Construction	\$510,529.00
Engineering Services	\$165,419.00
Total	\$675,948.00
<i>Federal Funds 95%</i>	<i>\$642,150.60</i>
<i>City Funds 5%</i>	<i>\$ 33,797.40</i>

TASK ORDER NUMBER 10
Garden City Regional Airport
Garden City, Kansas
SRE Building, Runway Guard Lights and Hold Position Signs
Construction Administration Services

This Task Order is made as of _____, 2013, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated December 28, 2007 (the Agreement), between the City of Garden City, Kansas (Owner) and HNTB Corporation (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Provide construction administration services and construction material testing associated with the Snow Removal Equipment (SRE) Building and Runway Guard Lights (ERGLs)/Hold Position Signs Project at the Garden City Regional Airport (GCK).

Section A. - Scope of Services

A.1. HNTB shall perform the following Services:

Part I Construction Observation Services

1. Contract/Business Administration
2. Prepare and distribute Issued for Construction Documents
3. Prepare Construction Observation Program
4. Conduct two (1 for SRE, 1 for ERGL) Pre-Construction Conferences. Prepare agendas and distribute meeting minutes.
5. Prepare FAA 7460 Form
6. Provide engineering support during construction.
7. Review shop drawing submittals by contractor.
8. Review certified payrolls for prevailing wage rates.
9. Perform On-Site Construction Inspection for the Runaway Guard Lights and the Hold Position Signs for 84 hours (7 days at 12 hours per day) (HNTB).
10. Perform Periodic Site Visits for the SRE Building (GMCN Architects).
11. Perform two (2) Site Visits for the SRE Building (HNTB).
12. Attend Weekly Progress Meetings via telephone (HNTB).
13. Prepare Sponsor Quarterly Performance Reports
14. Conduct two (1 for SRE, 1 for ERGL) Final Inspections. Prepare agendas and distribute meeting minutes.
15. Construction Material Testing involving: concrete testing and field density testing. (Terracon)

Part II Project Closeout

1. Prepare Final Outlay Report SF-271
2. Prepare Final Construction Report
3. Prepare As Built Drawings
4. Update ALP Drawing
5. Update Part 139 Marking & Signage Plan Drawing

A.2. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

Part I Construction Observation Services

1. Issued for Construction Documents for SRE Project (5-Contractor, 2-Owner, 1-FAA, 1-GMCN, 1-Terracon, 1-HNTB)
2. Issued for Construction Documents for ERGL/Hold PO Project (5-Contractor, 2-Owner, 1-FAA, 1-GMCN, 1-Terracon, 1-HNTB)
3. Construction Observation Program (1-Owner, 1-FAA, 1-HNTB)
4. FAA 7460 Form
5. Approved Shop Drawings
6. Approved Certified Payrolls
7. SF-271 Forms
8. Sponsor Quarterly Performance Reports

9. Sponsor Certification for Final Acceptance

Part II Project Closeout

1. Final Outlay Report SF-271
2. Final Construction Report (2-Owner, 1-FAA, 1-GMCN, 1-HNTB)
3. Electronic As Built Drawings (2-Owner, 1-GMCN, 1-HNTB) (submitted in AutoCAD format on CD-ROM, 1-Owner)
4. Updated ALP Drawing (2-Owner, 1-FAA, 1-HNTB)
5. Updated Part 139 Marking & Signage Plan Drawing (2-Owner, 1-FAA, 1-HNTB)

Section B. - Schedule

HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:

- Task Order shall be approved by the City Commission and a Notice-to-Proceed or executed Task Order shall be issued by the Owner.
- Issued for Construction Documents shall be available ten (10) calendar days after FAA approval of award of Construction Contract by Owner.
- On-site construction services for the SRE Building shall begin upon issuance of Notice-to-Proceed for Contractor to begin the project. On-site construction services performed by GMCN Architects.
- On-site construction services for the Runway Guard Lights and Hold Position shall begin at a date to be coordinated with the Airport and the Contractor. On-site construction services are based on providing 7 calendar days of construction observations performed by HNTB.
- Project Closeout shall be completed within 90 calendar days after final project acceptance.

Section C. - Compensation

C.1.1. For performing the Services identified within Section A. Scope of Services, Part I: Construction Observation Services, Owner shall pay HNTB an amount for payroll plus an overhead of 148.13% for all office principals and employees engaged directly in the Services, plus a fixed fee, plus Reimbursable Expenses as further defined below and subconsultants. The total compensation for Part I is not to exceed \$74,120, based on the following estimate of costs:

Office Payroll	\$18,550
Office Overhead	\$27,478
Reimbursable Expenses	\$12,259

Fixed Fee \$6,904

Subconsultant Fees	<u>\$8,929</u>
Total Not To Exceed Amount	\$74,120

C.1.2. For performing the Services identified within Section A. Scope of Services, Part II: Project Closeout, the Owner shall pay HNTB a lump sum amount of \$9,314.

HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.

C.1.3. Total compensation for Parts I and II shall not exceed \$83,434.

C.1.4. Adjustment of the upper limit may be made should HNTB establish and the Owner agree that there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment.

Section 2 – Additional Services

C.2.1 Any services rendered by HNTB beyond those described in Section A - Scope of Services, Part I, Construction Observation Services shall be compensated on the following basis:

In the event additional project construction observation services are required beyond two hundred ten (210) calendar days for the SRE Construction or on-site construction observation services are required beyond seven (7) calendar days for the ERGL project, the Owner shall compensate HNTB on a time and materials basis,

including an overhead rate of 148.13% for all office principals and employees engaged directly in the Services, plus 15% fixed fee based on loaded labor costs, plus expenses for all costs associated with providing construction services beyond the respective calendar day periods.

C.2.2. HNTB's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the Owner shall agree in writing to additional compensation exceeding said estimated amount.

Section 3 - Other Payment Provisions

C.3.1. Timing of Services: The total compensation for Part I is based on the Services being performed according to the approved schedule, and completion of the Project within a two hundred and ten (210) calendar day period. Should the time to complete the Services extend beyond this period, HNTB and the Owner agree to negotiate an equitable change to the compensation maximum or to provide Additional Services on the basis set forth herein.

C.3.2. Progress Payments: The Owner shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt.

C.3.3. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

Section D. - Owner's Responsibilities

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

- Owner shall provide facilities for Pre-Construction Conference and Final Inspection.
- Owner shall provide existing Part 139 Marking & Signage Plan Drawing to HNTB.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

- Any other services shall be negotiated through additional Task Order(s).

IN WITNESS WHEREOF, Owner and HNTB have executed this Task Order.

City of Garden City, Kansas
(Owner)

HNTB Corporation
(HNTB)

Signature _____

Signature _____

Name Dan Frankhauser

Name Michael R. Hess, P.E.

Title Mayor

Title Vice President

Date _____

Date _____

Derivation of Fees

 Scope of Services/Fee Estimate		SRE Building and EPLG Construction														Date: 5/20/13						
		Garden City Regional Airport City of Garden City, Kansas														By: LMM						
Task	Gross Rate	Labor Required					Total Labor Cost	Gross Rate	Charter	Mile	Parking	Flight	Hotel	Car	Meals	B. & B	1 to 17	Plots	Reports	Ship	Total Expense Cost	Total Task Cost
		PMC	PM	Eng	Tech	Admin																
I. Project Management																						
Contract/Business Administration		4	8			8	\$1,672.00									200	28				\$11.00	\$1,063.00
Workplan Development		1	2	6		2	\$472.00									50	10				\$3.00	\$475.00
Subcontractor Management		4	16	8			\$1,488.00														\$0.00	\$1,488.00
Subtotal		9	26	14	8	10	\$0.00									250	38	0	0	0	\$0.00	\$0.00
Total Project Management Fees																						
\$3,032.00																						
II. Construction Phase																						
Prepare Issued for Construction Documents			4	4	8		\$0.00										250	400	20	8	\$1,513.00	\$2,177.00
COOP			8	24			\$1,216.00									100			1		\$26.00	\$1,242.00
Prepare FAA 7460 Form			4	2	16		\$924.00									20					\$1.00	\$925.00
Engineering Support			18	24	18		\$2,272.00									90	50				\$7.50	\$2,279.00
Review Shop Drawings			4	24			\$1,016.00									100					\$4.00	\$1,020.00
Change Orders/Supplemental Agreements			8	16	8		\$1,272.00											15			\$3.00	\$1,274.00
SRE																						
Pre-Construction Agenda			1				\$50.00									20					\$1.00	\$51.00
Pre-Construction Conference (telephone)			1	2			\$118.00									20					\$1.00	\$119.00
Pre-Construction Minutes			2				\$100.00									20					\$1.00	\$101.00
Prepare NTP			1				\$50.00									20					\$1.00	\$51.00
Review Payrolls for Prevailing Wage Rates			4	12			\$608.00									20					\$1.00	\$609.00
Progress Meetings (1 per week)			16				\$600.00									50					\$2.00	\$602.00
Site Visit - Building			16	16			\$1,344.00	2					2	10							\$4,276.00	\$5,614.00
Site																						
Pre-Construction Agenda			1				\$50.00									20					\$1.00	\$51.00
Pre-Construction Conference (telephone)			1	2			\$118.00									20					\$1.00	\$119.00
Pre-Construction Minutes			2				\$100.00									20					\$1.00	\$101.00
Prepare NTP			1				\$50.00									20					\$1.00	\$51.00
Review Payrolls for Prevailing Wage Rates			4	12			\$608.00									20					\$1.00	\$609.00
On-Site Inspection (7 calendar days)				84			\$7,856.00						11	30	50	50					\$3,127.00	\$4,078.00
Subtotal			8	84	322	48	\$0.00	2	0	0	0	0	11	40	170	365	450	20	7		\$0.00	\$0.00
Total Construction Phase Fees																						
\$84,216.00																						
III. Final Inspection Phase																						
Final Inspection Agenda			2	1			\$134.00									50					\$2.00	\$136.00
Final Inspection			8				\$400.00		1	100						50	100				\$2,136.00	\$2,536.00
Final Inspection Minutes			2				\$100.00									20					\$1.00	\$101.00
Final Inspection Agenda			2	1			\$134.00									50					\$2.00	\$136.00
Final Inspection			8				\$400.00		1	100						50	100				\$2,136.00	\$2,536.00
Final Inspection Minutes			2				\$100.00									20					\$1.00	\$101.00
Sponsor Certification for Final Acceptance				1			\$34.00									10					\$1.00	\$35.00
Subtotal			8	26	3	0	\$0.00	2	200	0	0	0	0	12	250	200	0	0	0		\$0.00	\$0.00
Total Final Inspection Phase Fees																						
\$1,582.00																						
IV. Subcontracts																						
GMCN - SRE Building Observation (included with Design Fee)							\$0.00															\$0.00
Terrazon - Material Testing							\$8,829.00															\$8,829.00
Total Subcontracts Fees																						
\$8,829.00																						
Total Cost																						
\$74,120																						

MEMORANDUM

TO: Rachelle Powell, Director of Aviation

FROM: Steve Cottrell, City Engineer

DATE: 10 June 2013

RE: Engineering services – Construction Phase (Authorization No. 10)
Independent engineering cost analysis: AIP No. 3-20-0034 – SRE
Building & ERGL.

I have evaluated the scope of engineering services and fees for the referenced project. I have prepared an independent cost estimate and find that the fees for construction phase services would be \$102,292.00.

In my opinion, the proposed fee of \$83,434.00 for design phase services is reasonable for this project.

If additional information is needed, please let me know.



Engineering Department

Steven F. Cottrell, P.E.
City Engineer

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

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Garden City Regional Airport
 Design Engineering Fee Analysis
 Independent cost estimate
 AIP # 3-20-0024-34
 Snpw Removal Equipment & ERGL - CONSTRUCTION PHASE
 6/10/2013

DIRECT SALARY COSTS:

POSITION	ESTIMATED HOURS			TOTAL	RATE/HR	COST
	ADMIN	INSPECTION	CLOSEOUT			
Partner	8	0	2	10	\$ 100.00	\$ 1,000.00
Project Manager	24	96	24	144	\$ 75.00	\$ 10,800.00
Senior Electrical Engineer	8	72	4	84	\$ 55.00	\$ 4,620.00
Staff Civil Engineer	8	160	4	172	\$ 55.00	\$ 9,460.00
Technician	0	48	0	48	\$ 45.00	\$ 2,160.00
Clerical	10	0	2	12	\$ 32.00	\$ 384.00
	58	376	36	470		\$ 28,424.00

OVERHEAD:

Overhead multiplier	Total Direct Salary x	165.00%	Overhead	\$46,899.60
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<u>SUBTOTAL:</u>	Total Direct Salary + Overhead	\$ 75,323.60
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PROFIT/FIXED FEE:

Total Direct Salary + Overhead x	15.00%	Profit/Fixed Fee	\$11,298.54
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Subtotal	\$86,622.14
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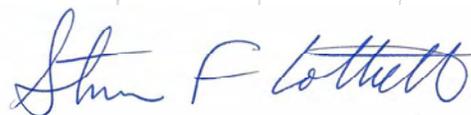
DIRECT NONSALARY EXPENSES:

Travel - airfare (R/T)	3.00	2 Trips @	\$1,000.00 / Trip =	\$2,000.00
Travel - Car rental	3.00	2 Trips @	\$500.00 / Trip =	\$1,000.00
Meals	3.00	15 Days @	\$30.00 / Day =	\$450.00
Computer CADD	20.00	20 Hours @	\$7.00 / Hour =	\$140.00
Computer Eng.	20.00	20 Hours @	\$4.00 / Hour =	\$80.00
Materials and Supplies				\$4,000.00
		Total Out-of-Pocket Expenses		\$5,670.00

SUB-CONSULTANT COSTS

Material Testing				\$ 10,000.00
		Total Sub-Consultant Costs		\$ 10,000.00

TOTAL FEE	\$ 102,292.14
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Steven F. Cottrell, PE
 City Engineer
 6/10/2013



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 11, 2013

RE: 35 kV Switchgear Vault Substation #10

ISSUE:

Only one bid was received on May 23, 2013 for the purchase of one (1) Pre-Cast Concrete 35 kV switchgear vault for Substation #10. Only one bid was received from one (1) manufacturer meeting minimum specification.

BACKGROUND:

The Electric Division is in the process of constructing Substation #10 and this vault is needed for the entrance and exit of the underground primary power cable going to the 35 kV switchgear setting on top of this vault. This switchgear vault is a key component to the operation of this project.

ALTERNATIVES:

Accept the low bid from Oldcastle Precast.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to Oldcastle Precast in the total amount of \$14,123.80 (\$13,023.33, plus tax \$1,100.47, total \$14,123.80).

FISCAL NOTE:

The Electric Department's Substation budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 5, 2013

RE: Substation #10 Control Building

ISSUE:

Bids were received on May 16, 2013 for the purchase of a control building for Substation #10. Bids were received from eight (8) manufacturers with all meeting the deadline and the minimum specifications.

AZZ – Atkinson	\$115,570.00
Old Castle	\$117,803.00
ThermoBond	\$134,190.00
Parkline	\$177,961.00
PTMW	\$164,169.00
Trachte USA	\$213,573.00
Myers Power Products	\$227,535.00
Lone Star Express	No Bid

BACKGROUND:

The Electric Division is in the process of constructing Substation #10 and this control building is a key component of this project.

ALTERNATIVES:

Accept the low bid from AZZ-Atkinson.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to AZZ-Atkinson in the total amount of \$125,335.67 (\$115,570.00, plus tax \$9,765.67 total \$125,335.67).

FISCAL NOTE:

The Electric Department’s Substation budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

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City Manager

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MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 10, 2013

RE: 35kV and 15kV Circuit Switchgear

ISSUE:

Bids were received on May 21, 2013 for the purchase of one (1) 35 kV and two (2) 15kV pad mounted switchgear. Bids were received from four (4) manufacturers with one meeting the deadline and minimum specification. The bid summary and tabulation is attached.

BACKGROUND:

The Electric Division is in the process of constructing Substation #10, KMEA generation circuit tie, converting existing customers off of the 34.5 kV transmission to 12.5 kV distribution and automation on the 35 kV switchgear. This switchgear is a key component to the operation of this project.

ALTERNATIVES:

Accept the low bid from Kris-Davis Co.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to Kriz-Davis Co. in the total amount of \$67,788.84 (\$62,507.00, plus tax \$5,281.84, total \$67,788.84).

FISCAL NOTE:

The Electric Department's Distribution budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

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Kriz-Davis Co.	Model	Base Bid	Total w/ Options	Options	Quantity		Options Total
Cooper Power Systems	RVAC-10 4 way 35 kv	\$37,351.00		DC Motor Operator Control	0	\$3,700.00	\$0.00
	padmounted switchgear			Motor Operators	0	\$1,950.00	\$0.00
			\$37,351.00				
	Most 9A 15 kv	\$12,578.00	\$25,156.00	DC Motor Operator Control	0	\$3,700.00	\$0.00
	padmounted switchgear			Motor Operators	0	\$1,950.00	\$0.00
			\$25,156.00				
			\$62,507.00				
		Tax	\$5,281.84				
		Total	\$67,788.84				
Stanion	Bid not received in time						
Elastimold							
Wesco	Bid not received in time						
ABB							
HD Supply	Bid not received in time						
G & W							



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 5, 2013

RE: 35 KV Overhead Gang Operated Air Break Switches

ISSUE:

Bids were received on June 4, 2013 for the purchase of three (3) 35kV overhead Gang Operated Air Break Switches for Substation #10 and replacement of Switch 526. Bids were received from three (3) manufacturers with all meeting the deadline and the minimum specifications. The bid summary and tabulation is attached.

BACKGROUND:

The Electric Division is in the process of constructing Substation #10, and these high voltage switches need to be placed for its operation. Also we have an aging switch that we need to replace along Campus Dr. near Crestway Dr. this upcoming fall.

ALTERNATIVES:

Accept the low bid from Kriz-Davis Co.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to Kris-Davis Co. in the total amount of \$10,948.03 (\$10,095, plus tax \$853.03, total \$10,948.03).

FISCAL NOTE:

The Electric Department's Distribution budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

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35 KV GOAB Switch					
Vendor	Price Each	Amount	Extended Price	Tax	Total
Techline	\$6,410.00	3	\$19,230.00	\$1,624.94	\$20,854.94
Chance D7HS6AL					
Kriz-Davis	\$3,365.00	3	\$10,095.00	\$853.03	\$10,948.03
Siemens (Bridges) CAT # 984X-30A					
Stanion	\$3,400.00	3	\$10,200.00	\$861.90	\$11,061.90
Siemens (Bridges) CAT # 984X-30A					



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 5, 2013

RE: 6 inch High Density Poly Ethylene (HDPE) Conduit

ISSUE:

Bids were received on June 4, 2013 for the purchase of 11,520 feet of 6 inch HDPE conduit for Substation #10 and KMEA EMP2 tie in. Bids were received from four (4) manufacturers with all meeting the deadline and the minimum specifications. The bid summary and tabulation is attached.

BACKGROUND:

The Electric Division is in the process of constructing Substation #10 and KMEA generation circuit tie. The underground portion of the primary power cable is enclosed within this conduit.

ALTERNATIVES:

Accept the low bid from HD Supply Waterworks.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to HD Supply Waterworks in the total amount of \$36,605.79 (\$33,753.60, plus tax \$2,852.18, total \$36,605.79).

FISCAL NOTE:

The Electric Department's Distribution budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

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HDPE Conduit bid information					
Vendor	Price per foot	Total footage	Extended Price	Tax	Total
Techline	\$3.54	11520	\$40,780.80	\$3,445.98	\$44,226.78
Petroflex					
Kriz-Davis	\$2.99	11520	\$34,444.80	\$2,910.59	\$37,355.39
Duraline					
HD Supply Waterworks	\$2.93	11520	\$33,753.60	\$2,852.18	\$36,605.79
Chevron					
Wesco	\$3.06	11520	\$35,251.20	\$2,978.73	\$38,229.93
Duraline					
Stanion	\$2.937	11520	\$33,834.24	\$2,858.99	\$36,693.23
Duraline					



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: June 10, 2013

RE: Circuit Breakers and Switches

ISSUE:

Bids were received on June 10, 2013 for the purchase of one (1) 35kV OVR Breaker, one (1) 15kV OVR Breaker, twenty-one (21) 15kV 600 amp disconnect switches and six (6) 35kV 600 amp switches for Substation #11. Bids were received from one (1) manufacturer meeting the deadline and the minimum specifications.

BACKGROUND:

The Electric Division is in the process of constructing Substation #11, and these high voltage switches and breakers are needed for Substation #11 to operate. This Substation is being built in conjunction with the KMEA EMP2 Generation Plant and will provide the distribution voltage needed to serve the Waste Water Treatment Plant.

ALTERNATIVES:

Accept the bid from Wesco Distribution.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding the bid to Wesco Distribution in the total amount of \$54,207.65 (\$49,984.00, plus tax \$4,223.65, total \$54,207.65).

FISCAL NOTE:

The Electric Department's Substation budget contains adequate funds to finance the completion of this contract.

Cliff Sonnenberg
Electric Superintendent

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

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Substation #11 Breakers and Switches					
Vendor	Price Each	Amount	Extended Price	Tax	Total
Wesco	\$20,695.00	1	\$20,695.00	\$1,748.73	\$22,443.73
ABB					
OVR-R1152WAN323E241N00					
OVR-R3552WAN323E241N00	\$21,255.00	1	\$21,255.00	\$1,796.05	\$23,051.05
S1AJNSNN60 15 kV	\$284.00	21	\$5,964.00	\$503.96	\$6,467.96
S5AJNSNA60 35 kV	\$345.00	6	\$2,070.00	\$174.92	\$2,244.92
S & C 320222R9-E 15 kV GOAB	\$0.00	0	\$0.00	\$0.00	\$0.00
S & C 135774R2-E 35 kV GOAB	\$0.00	0	\$0.00	\$0.00	\$0.00
Freight			\$0.00		
Total			\$49,984.00	\$4,223.65	\$54,207.65

Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
May 9, 2013**

5:30PM MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Charlie Robinson, Marlo Miller, Bill Jones, Mike Scheiman

MEMBERS ABSENT

Darin Germann and Ken Frey

STAFF PRESENT

Rachelle Powell and Miranda Benedict

ITEM 1 PUBLIC COMMENT

Ernie Senecal with the FAA recognized the staff and their exceptional job on refurbishing the basement in minimal time.

ITEM 2 APPROVAL OF APRIL 14, 2013 MINUTES

Ed Fischer made a motion to approve the March 14, 2013 Airport Advisory Board minutes. Marlo Miller seconded the motion. The motion passed unanimously.

ITEM 3 LEASE REVIEW

Staff discussed the renewal of the Heltzen lease with the Airport Advisory Board. Staff informed the Airport Advisory Board that the Heltzen lease automatically renews for the next 46 years; beginning July 1, 2009 and ending on June 30, 2059 including a rent increase every 5 years.

Staff discussed the rental car leases and the options that had been presented to the Airport Advisory Board. After lengthy discussion Charlie Robinson made the recommendation of a 5 year rental agreement with an annual review. Bill Jones made the recommendation of a \$2.50 increase to the parking and rental car rate. Charlie Robinson seconded the motion and the motion was passed unanimously.

ITEM 4 AIRPORT TERMINAL ADVERTISING

Staff informed the board that the city would be purchasing and operating a TV advertisings system in the terminal. The airport would sell ads and also will provide public service announcements (PSA) for community events.

ITEM 5 DIRECTOR’S REPORT

Staff discussed the parking lot expansion and the progress. The board members are not satisfied with the work and length of construction.

Staff updated the board on the contract tower closings and informed them that our tower will remain open through fiscal year 2013. Bill Jones asked when the fiscal year begins and staff informed him that fiscal year 2014 begins October 2013.

The city commission authorized the airport to impose a passenger facility charge. Staff reviewed and informed the board that the charge is a user fee; only the people that use the airport will be charged the PFC. Ed Fischer asked what the funds would be used for and staff informed Ed that the funds would be used to pay back the city’s portion of AIP projects.

ITEM 6 MONTHLY REPORTS

Staff reviewed monthly reports with the board. Charlie Robinson asked about the details of “operations” and staff informed him that an operation takes place anytime the airfield is used.

ITEM 7 BOARD MEMBER COMMENTS

- A. Ed Fischer – Concerned about the parking lot
- B. Charlie Robinson – Concerned about the parking lot
- C. Ken Fry – Absent
- D. Marlo Miller – Concerned about the parking lot
- E. William (Bill) Jones – No Comment
- F. Mike Scheiman –Requested that the airport get the city involved on flow control and made the recommendation for a “one-way” or “do not enter” sign. Mike also inquired about the North gate and staff informed him that we’re on the 7th or 8th fix, however, the contractor has found a fix for the gate and we are waiting on the parts. Mike made the recommendation that we make an internal request to the traffic department and ask for their assistance on installing signs. Staff informed Mike that Traffic Department is more than willing to help and we will address that with them.
- G. Darin Germann – Absent

ITEM 6 ADJOURNMENT

Ed Fischer made a motion to adjourn. Marlo Miller seconded the motion. The motion passed unanimously.

CITY OF GARDEN CITY
Traffic Advisory Committee
Minutes of Meeting
Monday, June 3, 2013
5:30 p.m.

A. Call Meeting to Order: Gloria Allen called the meeting to order at 5:33 p.m.

B. Members Present: Gloria Allen, Julie Christner, Keith Collins, Ron Hall, Sgt Matt Cole.

C. Members Absent: Jed Mayes

D. Others Present: Bruce Glass, The Architect

E. Approval of Minutes:

- Julie motioned to approve the April 8, 2013 Minutes.
- Keith 2nd.
- Motion passed.

F. Summary of Current Projects:

- Roadwork at Menards is pretty much completed – have west leg of Schulman Avenue to pave – should be done within the next day or two and open to the traffic within a week.
- South Main Street Project – will be reopened to traffic by the end of the week.
- Pioneer Road by the High School – connect Campus Drive to the High School Parking Lot – will be gated.
- Safe Route to Schools still underway – 40% completed.
- Airport Parking Lot Expansion – opened last week.

G. Old Business:

1. Center Street / YMCA Parking Restrictions

Background:

- City Commission approved the Board's recommendation to provide "Visitor Parking" passes to the residents affected by these parking restrictions. Applications have been mailed to the residents.
- "Visitor Parking" passes will be updated annually.

H. New Business:

1. Seventh Street Angle Parking – Discussion Only

Background:

- A local property owner plans to renovate the area around his building at the southwest corner of Seventh Street and Laurel Street and has requested the City install angle parking on the west side of Seventh Street south of Laurel Street. This area currently is set up for parallel parking.
- The attached drawings show the configuration required to accommodate this request. The owner also plans to extend the sidewalk five feet into Seventh Street, also shown in the drawings.
- Allowing 45 degree parking in this location would add two parking stalls. 35 degree parking would either add one or zero parking stalls depending on the exact layout.
- There are no other locations along Seventh Street that have angle parking. In addition, the street is not wide enough to accommodate angle parking on both sides in any location.

Discussion:

- Extend sidewalk 2'8" – back of curb is 12'4" and we would like to take it out to 15'. At some time, the sidewalk was brought to the property line. Bruce would like to bring the sidewalk back to where it used to be. Need the extra for streetscape due to the overhang on the building.
- Sometime in the past, a utility line was put in next to gutter.
- Bricks have settled and there is a good ½" to ¾" difference between the concrete and brick pavers.
- Would like to have 45 degree angle parking on Seventh Street - would gain two stalls – lane width would not be less than 11'.
- Follow standards which prohibits parking within 20' of the intersection of Seventh Street and Laurel Street.
- On Sixth Street by the Recreation Building and the Post Office, they have angle parking on one side of the street. Sixth Street is 30 mph; and Seventh Street is 20 mph.
- Both the Recreation Building and the Post Office created the offset parking situation.
- Chestnut has angle parking on both sides with original curb width – has 80' right-of-way.

- Have angle parking on the west side of Seventh Street and parallel on the east side. Steven's Park and Garnand's Funeral Home would benefit from this.
- Bruce - possibly 12-15 employees in the building at Seventh & Laurel; however, they will be required to park in the parking lot.
- West side of Seventh Street makes more sense for angle parking for events at Steven's Park and Garnand's may not want angle parking for funerals.
- If you allow angle parking on Seventh Street, businesses might ask for it on Eighth Street.
- Probably need to establish a Pavement Marking Plan involving angle versus parallel parking in the Downtown Area.
- Bruce - would rather have curb moved out in lieu of angle parking.

Board's Comments:

- Board feels having the sidewalk extend out would not pose a problem.
- Board feels they are not knowledgeable enough at this time for the parking issue. Would like to see an overall Pavement Marking Plan for angle parking in the Downtown Area: Seventh Street, Eighth Street and Pine Street.

2. Brick Paver Sidewalks in the Downtown Area – Discussion Only

Background:

- City currently installs color stamped concrete (red) in select locations as an esthetic measure. There have been requests from Downtown property owners to begin installing brick pavers instead of concrete.
- Benefits of this change would likely be a more attractive appearance, and longer lifespan of the product's coloration. In addition, replacement of these areas would not require removal of concrete.
- Main negative is the potential for these pavers to settle at different levels and create tripping hazards in the Downtown area. This can be largely avoided by requiring a concrete base to be poured under these pavers, with a thin sand layer between the pavers. Those that have requested this have expressed a desire to avoid installing this concrete base.
- The pavers (and concrete base) may be slightly more expensive than color stamped concrete.

Discussion:

- Bruce would like to put the pavers on dirt, then a sand base which is compacted to the correct depth and then place the pavers on them. Sprinkle fine sand and compact it twice so the joints fill up. Environmentally it allows water to soak in instead of running off. It allows the bricks to move slightly with freeze thaw, but it is not heaving like we get with concrete sidewalks.
- Bruce mentioned the following have concrete pavers: Steven's Park – 30+ years, Finnup Center and Western State Bank – 18+ years. The trick is getting the initial compaction done properly.
- Pavement to pavement to buildings there will be no expansion.
- With concrete pavers, they will have the room to expand.
- Rutter Cline has pavers on bare ground and they need to be replaced. Who is responsible?

Board's Comments:

- The main concern was maintaining uniformity in the Downtown Area. Not sure about using pavers as sidewalks and using different colors.

I. Other Business:

1. Open Board Position
 - a. Board would like to table this until next meeting
2. New Vice-Chair
 - a. Gloria motioned to appoint Keith Collins as Vice-Chair to replace Jed Mayes who resigned.
 - b. Julie 2nd
 - c. Motion passed

H. Committee Member Observations:

1. Gloria Allen - Chairperson:
2. Jed Mayes – Vice-Chairperson:
3. Julie Christner:

4. Ron Hall: Received a lot of positive comments on the Safe Route to Schools Sidewalk Grant. Main Street north of Kansas Avenue would like to see the speed limit changed or change it from four lanes to three lanes.
5. Keith Collins: Fulton Street, between Sixth Street and Ninth Street, would like to see the speed limit change from 20 mph to 30 mph.
6. Sgt. Matt Cole:

I. Adjourn Meeting

- Keith motioned to adjourn meeting
- Ron 2nd
- Motion passed
- Meeting adjourned at 6:30 p.m.