

AGENDA
CITY COMMISSION MEETING
Tuesday, August 6, 2013
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m. located in the large meeting room at the City Administrative Center to update Governing Body on current housing projects. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. The Friends of Lee Richardson Zoo requests Governing Body approval to allow possession and consumption of cereal malt beverages and/or wine at the zoo on September 19, 2013 from 6:00 p.m. to 8:00 p.m. for a donor reception. The Governing Body may grant the approval pursuant to Code Sections 6-35 and 6-133.
 - B. Lindsey Becker requests Governing Body consideration and approval for a waiver to the noise ordinance on August 23 and August 24, 2013 from 8:00 p.m. to 12:00 a.m. at Jax Sports Grille, 1907 E. Mary Street, for outdoor music concerts.
 - C. Mr. Daryl Hamlett, President of the Tumbleweed Festival, Inc., requests Governing Body consideration for the use of the west green at Lee Richardson Zoo on August 23, 24, and 25, 2013 for the 22nd annual Tumbleweed Festival. The request includes set-up August 19 – 23 and teardown August 26 – 27. The request also includes allowing volunteers to drive in gates at no charge, and closing the drive in gates during the festival to maintain safe walking areas.
 - D. Susan Escareno, Executive Director of Finney County United Way requests a waiver of sign regulations for off-site signage and a waiver of the temporary sign fees during the United Way fundraising campaign from August 2013 – March 2014.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Public Utilities Director Muirhead will be present to give an update on the water infrastructure improvements and rates.
 - B. Garden City Police Department is applying for a Justice Assistance Grant that will fund motor data terminal computer replacements for patrol cars.

- C. The City has received the June 2013 franchise payment in the amount of \$5,891.53 from AT&T and from Black Hills Energy the second quarter franchise payment in the amount of \$112,927.70.
- D. Staff has provided several items of information for Governing Body review including the following: from Finance Director Hitz the city and county sales tax report, from Community Development Director Kentner the building report, from Fire Chief Shelton the second quarter fire activity report, from Public Utilities Director Muirhead the quarterly utilities report, and from Public Works Director Curran the CIP schedule.
- E. Meetings of note:
 - ✓ August 6, 2013 – National Night Out at the Big Pool from 6:00 – 8:00 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, Lee Richardson Zoo
 - ✓ August 26 – 27, 2013 – Battle of the Badges Blood Drive at Trinity Lutheran Church
 - ✓ September 7, 2013 – A Wild Affair at Lee Richardson Zoo
 - ✓ September 10, 2013 – Finney County Job Fair
 - ✓ September 14, 2013 – 87th Garden City Community Mexican Fiesta
 - ✓ September 18, 2013 – The Mayor’s “State of the City” address at Chamber Breakfast
 - ✓ 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 of Commerce “Fire and Ice” Wine Tasting – 7:00 p.m.
 - ✓ September 22, 2013 – Lee Richardson Zoo’s Cat Canyon Grand Opening from 1:00 -3:00 p.m.
 - ✓ October 10, 2013 – Diversity Dinner at the Clarion Inn - 6:30 p.m. – 8:30 p.m.
 - ✓ October 11, 2013 – Multi-Cultural Summit – Garden City Community College 8:00 a.m. – 5:30 p.m.
 - ✓ October 19, 2013 – Boo! At the Zoo

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2345-2013A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____-2013, an ordinance regulating building setbacks on arterial, collector and local streets in the City of Garden City, Kansas; amending the zoning regulations for the City of Garden City, Kansas; amending zoning regulation Articles 25 and 7; repealing in their entirety current zoning regulation Articles 25 and 7; all to the Code of Ordinances of the City of Garden City, Kansas.
- B. 2:00 p.m. - Public Hearing pursuant to Resolution No. 2532-2013 on the matter of the establishment of the District and adoption of the Plan (Prairie Ridge Phase II).
 - 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 (Prairie Trails Partners, LLC Project).

- C. 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 (503 N. Taylor Avenue, 510 St. John Street, 305 W. Mary Street, 1410 A Street, 631 Briar Hill Drive, 302 N. Fifth Street).
- D. Resolution No. _____ -2013, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (1410 A Street – black Ford Mustang).
- E. Resolution No. _____ -2013, a resolution of the City of Garden City, Kansas, authorizing the execution of a Hydro Power Pooling Contract (LAO Power Project), between the City of Garden City, Kansas, and the Kansas Municipal Energy Agency (KMEA) relating to the purchase of electricity by the city from the KMEA for sale or use by the city.

X. OLD BUSINESS.

- A. The Governing Body is asked to consider and approve several items related to the Schulman Crossing Phase 2 Development.
 - 1. Ordinance No. _____ - 2013, an ordinance approving the rezoning land from “A” Agricultural District to “C-2” General Commercial District; amending the zoning ordinance and the district zoning map of the city; and repealing the current zoning ordinance, and district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas.
 - 2. Governing Body approval and consideration of the final plat for Schulman Crossing Phase 2 Development.
 - 3. 1:30 p.m. - Public Hearing pursuant to Resolution No. 2533-2013 on the matter of creating a Tax Increment Financing District and approving the Redevelopment Project Plan for Schulman Crossing Phase 2.
 - 4. Ordinance No. _____ - 2013, an ordinance approving and adopting a redevelopment project plan for a project area in the 2012 Redevelopment District in the City of Garden City, Kansas. (Schulman Crossing Phase 2 and approving documents.)

XI. NEW BUSINESS.

- A. 2:15 p.m. - Governing Body consideration and approval of the semi-annual report for the CDBG Revolving Loan Fund on behalf of Great Plains Development, Inc.
- B. Governing Body consideration and approval of the Garden City Downtown Master Plan (2013).

C. City Engineer Cottrell requests Governing Body consideration and approval of an application for KDOT funding under the fund exchange program.

D. Advisory Board Recommendations:

1. Cultural Relations Board – 2 appointments
2. Planning Commission – 1 appointment

E. **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 final plat for the East Cambridge Square Phase II property located on the south side of Spruce Street.
2. Governing Body consideration and approval of an annexation agreement with Iglesia Pentecostal Jesucristo Es El Señor for their property on North Eighth Street.
3. Governing Body consideration and approval of a Fiduciary Engagement Letter between the City of Garden City, Kansas and George K. Baum & Company. This agreement is to engage and retain a qualified investment banking firm to provide advisory services with regard to Schulman Crossing Phase 2 Development project.
4. Governing Body consideration and approval of continued participation in the South West Local Environmental Planning Group (LEPG).
5. Governing Body consideration and acceptance of bids received April 11, 2013 for the Fairgrounds Watermain Replacement Project and authorization for the Mayor and City Clerk to execute the contracts.
6. Governing Body consideration and acceptance of bids received July 24, 2013 for a 4WD Half Ton Super Crew Cab and authorization for the Mayor and City Clerk to execute the contracts.
7. Governing Body consideration and acceptance of bids received on July 16, 2013 for the purchase of various sizes and lengths of PVC and Rigid Steel Conduit and Spacers for Substations #10 and #11.
8. Governing Body consideration and acceptance of bids received on July 24, 2013 for the purchase of grounding conductor and control cable for Substations #10 and #11.
9. Governing Body consideration and acceptance of bids received on July 23, 2013 for the purchase of overhead conductor for the 34.5 KV Jameson Energy Center feed and for the distribution circuits 111 and 410.
10. Permission for Juan Andrade to reserve Space 2, Lot 38, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
11. Permission for Roberto &/or Martha Robles to reserve Space 6, Lot 89, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

12. Licenses:

(2013 New)

- a) Barnett Home Improvements.....Class A General
- b) Stanhope BuildersClass A General
- c) American Warrior Construction.Class B General
- d) Above & Beyond Home Improvement.Class B General
- e) DV Vital ConstructionClass B General
- f) Colorado Fire Sprinkler, Inc.....Class E-F Fire Sprinkler
- g) Acosta Homes, Inc. Class E-SOC Specialized Other
- h) Star Lumber & Supply Co., Inc. Class E-SOC Specialized Other
- i) Inland Electric Co. Class D-E Electrical

XII. CITY COMMISSION REPORTS.

A. Commissioner Doll

B. Mayor Fankhauser

C. Commissioner Law

D. Commissioner Cessna

E. Commissioner Dale

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

July 16, 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, July 16, 2013 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Cessna moved to approve and allow the Mayor to proclaim July 16, 2013 as Lindy Bilberry Day. 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 moved to approve and allow the Mayor to proclaim July 17, 2013 as Captain Rodney Bachman Day. 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 Law moved to approve a request from High Plains Public Radio to allow possession and consumption of cereal malt beverages and wine at their facility at 210 N. 7th, which is owned by the City, for a reception on July 26, 2013, pursuant to code sections 6-35 and 6-133. 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 to deny a request from Russ Niblock and Kansas Promoters, to sell beer and other cereal malt beverages under a temporary CMB license, pursuant to Code Section 6-35, on public property, at Stevens Park, on Saturday, August 31, 2013 from 12:00 p.m. – 11:00 p.m. for a public concert. The request included the use of Stevens Park, a waiver of the noise ordinance, temporary closure of Spruce Street, Pine Street and 7th Street adjacent to Stevens Park and allowing installation of blackout fencing around Stevens Park. 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 Law moved to approve and accept a petition from Bruce and Beverly Glass as authorized by the Governing Body on May 7, for special assessment financing of streetscape improvements at the southwest corner of Seventh and Laurel Streets. City Engineer Cottrell has certified that the petition has the necessary signatures. 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 |

Mayor Fankhauser moved to approve a request from Battalion Chief Jim Morris for the use of public rights-of-way on Sunday, August 25, 2013 from 9:30 a.m. - 3:00 p.m. in order to hold the annual fundraising event for the Muscular Dystrophy Association. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

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|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
|--------|------|------|------------|-----|

Yea Yea Yea Yea Yea

The Safety Committee chose Kenny Becker, Equipment Operator II in the Street Department as the second quarter 2013 Safety Recognition winner.

Garden City Police Department and Garden City Fire Department provided activity reports related to fireworks for 2013.

Staff has engaged a commercial appraiser for the American Legion building. Setting an asking price for the property will be an item for the August 20, 2013 meeting.

Staff included the new State and Local Sales/Use Tax rate changes for the State of Kansas effective July 1, 2013.

Garden City Regional Airport provided the 2013 Fiscal Year Summary Report for the Kansas Affordable Air Fares Program (KAAP) administered by the Regional Economic Area Partnership (REAP).

The City received correspondence from Cox Communications regarding channel line-up and price adjustments.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report, from Finance Director Hitz the monthly financial report, from Community Development Director Kentner the monthly code enforcement report, from Police Chief Hawkins the monthly activity report, from Public Works Director Curran the CIP schedule and transit report and from Zoo Director Sexson the monthly zoo report.

Meetings of note:

- ✓ 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 7, 2013 – A Wild Affair at Lee Richardson Zoo
- ✓ September 14, 2013 – 87th Garden City Community Mexican Fiesta
- ✓ September 18, 2013 – “State of the City” at Chamber Breakfast
- ✓ 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 10-11, 2013 – Cultural Relations 2013 Diversity Summit

Appropriation Ordinance No. 2344-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,259,847.78,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2344-2013A. 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 |

Mr. Chuck Bouilly of George K. Baum & Company, the City’s Financial Advisor, and Mary Carson, Triplett, Woolf & Garretson, LLC, the City’s Bond Counsel, reviewed with the Governing Body the recommendation for accepting bids for the sale of \$8,404,000 in General Obligation Bonds of the City. Commissioner Cessna moved to approve the bids

from Robert W. Baird and UMB Bank for the sale of \$8,404,000 in General Obligation Bonds of the City. 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 |

Ordinance No. 2606-2013, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING ISSUANCE OF THE CITY’S GENERAL OBLIGATION BONDS, SERIES 2013-A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,792,000 AND TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013-B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$612,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING OTHER DOCUMENTS AND ACTS AND MAKING COVENANTS WITH RESPECT TO THE BONDS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2606-2013. 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 |

Resolution No. 2534-2013, “A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF GENERAL OBLIGATION BONDS, SERIES 2013-A, IN THE PRINCIPAL AMOUNT OF \$7,792,000, AND TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013-B, IN THE PRINCIPAL AMOUNT OF \$612,000 OF THE CITY OF GARDEN CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2606-2013 OF THE CITY; MAKING COVENANTS AND AGREEMENTS AND AUTHORIZING CERTAIN OTHER DOCUMENTS REGARDING THE BONDS,” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2534-2013. 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 |

At 1:30 p.m. Mayor Fankhauser opened the Public Hearing for the purpose of the Governing Body hearing questions, concerns and comments from the public with regard to the proposed 2014 Budget for the City of Garden City.

There being no comments from the public, Mayor Fankhauser closed the public hearing.

Commissioner Doll moved to approve and authorize the certificate of the budget, which summarizes the maximum levy of property tax, \$6,534,431, for specific taxing funds, establishes the maximum expenditure for all funds of the city’s budget and totals \$87,499,896 (including transfers and Recreation Commission). 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 |

Ordinance No. 2607-2013, “AN ORDINANCE ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2014 FOR THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Mayor Fankhauser moved to approve Ordinance No. 2607-2013. 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 |

Stone Development, Inc. requested consideration and approval of three items pertaining to the tax increment financing and community improvement district financing related to their retail development project.

Resolution No. 2535-2013, "A RESOLUTION STATING THE INTENT OF THE CITY OF GARDEN CITY, KANSAS TO CONSIDER ADOPTION OF A REDEVELOPMENT PROJECT PLAN WITHIN THE 2013 REDEVELOPMENT DISTRICT CREATED BY THE CITY AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON SUCH MATTERS," was read and considered section by section. Commissioner Law moved to approve Resolution No. 2535-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

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|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea | Yea | Yea | Yea | Yea |

Commissioner Cessna moved to approve the Acceptance of Petition to create a Community Improvement District. 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 |

Resolution No. 2536-2013, "A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY TO BE KNOWN AS THE STONE DEVELOPMENT COMMUNITY IMPROVEMENT DISTRICT," was read and considered section by section. Commissioner Dale moved to approve Resolution No. 2536-2013. 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 |

Resolution No. 2537-2013, "A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF GARDEN CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE ESTIMATED OR PROBABLE COST THEREOF, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY (SEVENTH AND LAUREL STREETSCAPE)," was read and considered section by section. Commissioner Dale moved to approve Resolution No. 2537-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

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|--------|------|------|------------|-----|
| Cessna | Dale | Doll | Fankhauser | Law |
| Yea | Yea | Yea | Yea | Yea |

Ordinance No. 2608-2013, "AN ORDINANCE ESTABLISHING BUILDING PERMIT AND INSPECTION FEES; AMENDING CODE SECTIONS 42-121, 42-122, 42-123, 42-471, AND SECTION 22.110 OF THE ZONING REGULATIONS OF THE CITY OF GARDEN CITY, KANSAS; REPEALING EXISTING CODE SECTIONS 42-121, 42-122, 42-123, 42-471, ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS, AND SECTION 22.110 OF THE ZONING REGULATIONS OF THE CITY OF GARDEN CITY, KANSAS," was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2608-2013. 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 |

Ordinance No. 2609-2013, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “A” AGRICULTURAL DISTRICT TO “R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (3401 N. CAMPUS DRIVE),” was read and considered section by section. Commissioner Law moved to approve Ordinance No. 2609-2013. 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 |

Mayor Fankhauser excused himself from the bench.

Commissioner Dale moved to deny two requests for ordinances approving the rezoning of land from “I-2” Medium Industrial District to “R-3” Multiple Family Residential District; amending the zoning ordinance and the district zoning map of the city; and repealing the current zoning ordinance, and district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (2619 N. 10th Street and 2607-2615 N. 10th Street). 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 |

Mayor Fankhauser returned to his seat at the bench.

Commissioner Dale moved to approve a Tax Abatement Policy and Job Incentive Policy from Finney County Economic Development Corporation. This policy would help provide parameters for City, County and FCEDC staff working with existing businesses on expansions and prospective businesses on relocations. 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 Cessna moved to waive the 180 day eligibility requirements to participate in the Neighborhood Revitalization Program for the property located at 704 N. Main Street owned by CCS Properties, LLC. 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 purchase of 218 acres of land and approximately 439 acre feet of water right, and authorized the Mayor and City Clerk to sign the purchase agreement subject to the parties and legal counsel working out the final items. 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 |

Advisory Board Recommendations:

Commissioner Cessna moved to approve the Zoo Advisory Board's recommendation to modify the 5th Street gate and increase hours for the gatekeepers at the 4th Street gate. 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 |

Commissioner Cessna moved to approve and appoint Katrina Pollett to serve on the Housing Authority for one term beginning August 2013 through December 2015. 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 Dale moved to approve the following:

1. Governing Body consideration and approval of bids received on July 10, 2013 for the construction of Substation #10.
2. Governing Body consideration and approval of bids received on July 9, 2013 for the purchase of one (1) Pre-Cast Concrete 35 kV circuit vault, one (1) Pre-Cast Concrete 15 kV circuit vault and one (1) circuit pull box for Substation #10.
3. Governing Body consideration and approval of bids received on July 9, 2013 for the purchase of various power cable terminators for Substation #10.
4. Governing Body consideration and approval of an additional contractor to the list of back-up mowers for the 2013 Vegetation Mowing applicants for code violations.
5. Governing Body consideration and approval of a crossing guard agreement between the City of Garden City, Kansas and the Board of Education, Unified School District No. 457.
6. Governing Body consideration and approval of a law enforcement officer assignment agreement between the City of Garden City, Garden City Police Department and Unified School District No. 457.
7. Permission for William &/or Linda Brewer to reserve Space 2, Lot 42, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

8. Licenses:

(2013 New)

- a) Love's ConstructionClass A General
- b) American Warrior ConstructionClass C General
- c) Heineken Electric Company, Inc Class D-E Electrical
- d) Comfort SystemsClass D-M Mechanical

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

Commissioner Dale congratulated Kenny Becker and stated this is another example of a good working program. Commissioner Dale stated he is amazed by the kids that the have been recognized by the Governing Body. Commissioner Dale stated that Lindy Bilberry is one of those fine young people and shows that the community is developing good young people.

Commissioner Doll congratulated Kenny Becker, Rodney Bachman and Lindy Bilberry. Commissioner Doll wished Commissioner Law a Happy Birthday. Commissioner Doll stated she was impressed with the enplanements at the Airport, commended the Police Department and stated she is pleased with the City Link ridership.

Mayor Fankhauser asked if Code Enforcement could check out a residence on Fleming Street. Community Development Director Kentner stated the residence was in the process and should be getting mowed soon. Mayor Fankhauser stated the city crews did a great job on the Fourth of July clean-up. Mayor Fankhauser mentioned that he has received many compliments on the City overall from the Leadership Kansas group that was recently in town. Mayor Fankhauser passed out his “words of wisdom” cards.

Commissioner Law congratulated Lindy Bilberry, Kenny Becker and Rodney Bachman and stated all were well deserved awards. Commissioner Law stated he received a few fireworks related complaints; overall it is a good celebration time, but perhaps one that should be over by 10:30 or 11:00 p.m.

Commissioner Cessna congratulated Lindy Bilberry, Kenny Becker and Rodney Bachman. Commissioner Cessna commented that Lindy will be representing not only GCHS, but also Garden City and the State of Kansas, and will be another great leader from our community. Commissioner Cessna stated he received a few calls on how late into the night fireworks were going off. Commissioner Cessna would like staff and Governing Body to look into the fireworks time and days to see if they could be set the same as the State. Commissioner Cessna thanked the staff for how great the city looks and stated he has received many compliments. Commissioner Cessna thanked staff for the great job on the all their work on the retail development projects happening now.

Petitions



MEMORANDUM

July 26, 2013

To: Governing Body, City Manager

From: Brian Nelson, Friends of Lee Richardson Zoo executive director

Ref: Cat Canyon Grand Opening

Issue: Requests for Cat Canyon opening event September 19, 2013. We would like to request permission to serve alcoholic beverages in the form of wine and beer to selected guests 21 and older between 6 – 8 p.m. The zoo will be closed to the public at this time.

Background: Friends of Lee Richardson Zoo broke ground for the new Cat Canyon exhibit in August of 2012. As construction is complete and final projects are in the works, Friends are making preparations for a grand opening, which has been set for Sunday September 22, 2013. As a special thanks to our donors and supporters who contributed to this \$1,000,000 project, Friends would like to host a Major Donor/ VIP unveiling at 6 p.m. Thursday September 19, 2013.

Options: The Commission may grant or deny any of the above requests including:

- Permission to serve alcohol after zoo operating hours

Recommendations: The Zoo director and FOLRZ director support the granting of this request in thanks to those who helped make Cat Canyon a reality.

Fiscal Notes: All known expenses for the event, advertising, etc., are being covered by Friends of Lee Richardson Zoo.

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

July 11, 2013

Dear Commissioners;

I am writing on behalf of Jax Sports Grille requesting a permit to waive the Garden City Noise Ordinance for August 23 and 24, 2013 from 8 pm until Midnight. We will be having an outside music concert.

If you have any questions or concerns in this matter please feel free to contact me at Jax Sports Grille 620-272-9200 or on my Cell 620-640-8510. We greatly appreciate your time and prompt response in this matter.

Sincerely;

Lindsey Becker
General Manager

Jax Sports Grille
1907 E. Mary Garden City, KS 67846

July 29, 2013

Matt Allen, City Manager

City of Garden City

301 N. 8th

Garden City, Ks 67846

Dear Matt,

I am writing to you on behalf of the Tumble Festival board of directors, to request use of the green on the west end of the Lee Richardson Zoo. We are requesting specifically the dates of August 23, 24 and 25, 2011. We are also requesting permission to set up beginning Monday August 19 through August 23 and tear down August 26 and 27. We would request that our volunteer helpers are able to drive in during those dates without charge. During the festival we would request that the drive in gates be closed to the general public so that we can maintain safe walking areas for our Tumbleweed guests.

It doesn't seem possible that our festival is celebrating its 22nd year of producing family friendly entertainment for our city and other regional friends. We would appreciate you sharing with your staff and the commissioners, our gratitude for great people who are helpful and supportive of our event. What a pleasure it is to work with you and I think it safe to say that without the city of Garden City the Tumbleweed festival would not be as successful. We will be again working with the Zoo, Police, road and solid waste departments.

Thank you again for all you have done in the past twenty one years for the Tumbleweed Festival and thanks in advance for what we anticipate will be another great partnership in making our community a better place to call home. If you have any questions, please call me anytime.

Working together,

Daryl Hamlett, President
Tumbleweed Festival Inc

July 31, 2013

Dear City Commissioners

Finney County United Way would like to request permission to erect our *Campaign Thermometer* on the Commerce Bank property located at 1515 E. Kansas Avenue. We have already contacted Commerce Bank and they have granted us permission to place the sign on their property. The thermometer usually comes down in February or March of the following calendar year. We would also like to request the commission to waive the fee associated with this type of temporary signage. If you have any questions or need further clarification please contact me.

Thank you for your support!!

Respectfully Submitted

Susan Escareno, Executive Director

Report of the City Manager

KS

Kansas, Garden City Municipal Fee (AT&T)

Reporting Period: June 1, 2013 to June 30, 2013

FEIN: 430529710
Southwestern Bell Telephone Company
AT&T

3100 Cumberland Boulevard, Suite 700
Atlanta, GA 30339
770-240-8882 - Phone
770-956-0700 - Fax

Tax Identification Number

43-0529710

Return Due: 07/15/2013

| | |
|-----------------|-------------------|
| Total Fee Due: | \$5,891.53 |
| Adjustments: | \$0.00 |
| Uncollectibles: | \$0.00 |
| Admin Fees: | \$0.00 |

Remit To:

Net Fee Amount to be Remitted: **\$5,891.53**

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

Tax Payer:



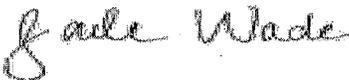
Steven Shashack, Assistant Vice President - Tax

7/11/2013

Date

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

Tax Preparer:



Jade Wade, Attorney-in-Fact

7/11/2013

Date

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



BLACK HILLS/KANSAS GAS UTILITY CO., LLC
FRANCHISE FEES
June-13

GARDEN CITY

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

DUE DATE:

GARDEN CITY

FEE CALCULATION:

| | | | |
|-------------------------|----------------|---|----------------------|
| TOTAL GAS REVENUE | \$2,855,795.14 | | |
| EXEMPT REVENUE | \$ 577,741.34 | | |
| GAS FEE CALCULATION | \$2,278,053.80 | X | 5.0% = \$ 113,902.69 |
| TOTAL FEE | | | \$ 113,902.69 |
| (WRITE OFFS)/RECOVERIES | | | \$ (974.99) |
| TOTAL PAYMENT: | | | \$ 112,927.70 |

JULY 2013 FRANCHISE FEE PAYMENT
BASED ON REV FOR 2ND QTR 2013

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

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

Thank you.

Staff Reports

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

| MONTH RECEIVED | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |
|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| JANUARY | 110,613 | 98,895 | 82,749 | 119,104 | 99,080 | 87,049 | 90,999 | 89,620 | 90,890 | 96,504 | 112,365 | 136,559 | 194,148 | 172,402 | 201,675 | 215,987 |
| FEBRUARY | 116,101 | 102,071 | 135,771 | 115,633 | 119,867 | 107,746 | 112,817 | 106,162 | 108,918 | 117,464 | 120,392 | 112,708 | 168,090 | 206,332 | 201,136 | 213,048 |
| MARCH | 76,790 | 57,317 | 111,517 | 94,385 | 89,945 | 83,994 | 93,138 | 83,528 | 84,800 | 91,096 | 111,384 | 127,434 | 176,275 | 176,089 | 187,616 | 198,757 |
| APRIL | 106,447 | 123,837 | 110,045 | 92,941 | 86,892 | 88,516 | 82,176 | 88,156 | 88,367 | 97,920 | 97,076 | 105,529 | 136,058 | 140,393 | 176,191 | 179,735 |
| MAY | 68,320 | 97,870 | 111,720 | 98,017 | 94,809 | 97,270 | 92,019 | 96,607 | 100,809 | 103,484 | 113,955 | 102,518 | 173,875 | 182,165 | 217,621 | 215,823 |
| JUNE | 101,351 | 82,439 | 99,148 | 93,362 | 101,379 | 98,922 | 86,040 | 82,884 | 99,561 | 98,793 | 107,235 | 110,225 | 174,577 | 192,468 | 197,406 | 205,745 |
| JULY | 111,185 | 110,519 | 111,647 | 91,208 | 99,915 | 97,573 | 91,205 | 88,888 | 95,381 | 109,492 | 130,863 | 126,193 | 163,203 | 175,188 | 199,698 | 238,623 |
| AUGUST | 99,497 | 103,623 | 113,844 | 98,717 | 96,327 | 91,715 | 97,295 | 101,836 | 104,308 | 99,317 | 123,221 | 103,580 | 180,595 | 178,778 | 209,006 | |
| SEPTEMBER | 80,911 | 99,996 | 84,773 | 99,232 | 88,585 | 102,820 | 94,038 | 87,159 | 93,570 | 106,941 | 133,521 | 111,381 | 174,612 | 178,054 | 180,008 | |
| OCTOBER | 91,376 | 107,914 | 129,697 | 106,658 | 102,705 | 97,918 | 90,696 | 105,259 | 101,146 | 112,166 | 117,796 | 108,343 | 174,202 | 189,062 | 203,819 | |
| NOVEMBER | 82,002 | 82,861 | 103,094 | 97,348 | 82,869 | 78,619 | 89,706 | 95,946 | 94,231 | 107,500 | 117,428 | 111,973 | 153,378 | 174,342 | 208,611 | |
| DECEMBER | 73,954 | 75,058 | 97,466 | 89,406 | 101,296 | 96,993 | 94,616 | 88,792 | 94,570 | 109,693 | 114,846 | 160,409 | 161,622 | 196,711 | 182,159 | |
| TOTAL RECEIPTS | <u>1,118,546</u> | <u>1,142,399</u> | <u>1,291,473</u> | <u>1,196,011</u> | <u>1,163,668</u> | <u>1,129,136</u> | <u>1,114,745</u> | <u>1,114,837</u> | <u>1,156,551</u> | <u>1,250,370</u> | <u>1,400,082</u> | <u>1,416,852</u> | <u>2,030,635</u> | <u>2,161,984</u> | <u>2,364,946</u> | <u>1,467,718</u> |
| PERCENTAGE CHANGE | 8.60% | 2.13% | 13.05% | -7.39% | -2.70% | -2.97% | -1.27% | "FLAT" | 3.74% | 8.11% | 11.97% | 1.20% | 43.32% | 6.47% | 9.39% | |

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

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

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

| MONTH RECEIVED | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |
|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| JANUARY | 407,469 | 383,636 | 310,710 | 390,595 | 379,780 | 309,257 | 357,335 | 335,673 | 351,457 | 351,627 | 409,255 | 529,129 | 415,161 | 432,278 | 483,869 | 508,705 |
| FEBRUARY | 440,061 | 360,909 | 447,336 | 389,764 | 444,123 | 419,884 | 434,310 | 423,853 | 416,061 | 444,506 | 465,707 | 415,062 | 416,555 | 509,745 | 497,844 | 514,511 |
| MARCH | 273,056 | 191,835 | 371,146 | 344,152 | 321,705 | 304,720 | 346,371 | 316,320 | 317,599 | 338,956 | 418,336 | 461,822 | 432,675 | 426,585 | 438,777 | 468,745 |
| APRIL | 380,780 | 467,188 | 364,979 | 334,588 | 303,909 | 313,029 | 317,571 | 318,835 | 321,431 | 358,967 | 361,119 | 388,668 | 328,743 | 328,309 | 409,253 | 411,491 |
| MAY | 241,167 | 343,692 | 377,482 | 356,202 | 340,131 | 354,013 | 345,880 | 351,143 | 372,027 | 382,562 | 426,812 | 362,989 | 430,701 | 442,882 | 502,577 | 481,623 |
| JUNE | 358,841 | 284,831 | 344,293 | 341,573 | 336,435 | 356,920 | 340,240 | 319,314 | 364,552 | 363,536 | 398,458 | 413,934 | 423,173 | 471,595 | 457,884 | 469,940 |
| JULY | 408,343 | 382,217 | 361,811 | 331,627 | 359,143 | 329,005 | 338,923 | 330,628 | 350,754 | 394,947 | 456,516 | 469,538 | 402,144 | 431,189 | 453,965 | 554,262 |
| AUGUST | 311,866 | 365,112 | 369,837 | 350,737 | 342,529 | 322,875 | 376,955 | 371,521 | 377,510 | 372,473 | 456,809 | 373,995 | 433,641 | 420,914 | 490,394 | |
| SEPTEMBER | 303,113 | 364,871 | 304,050 | 363,139 | 324,385 | 366,794 | 362,024 | 323,475 | 341,558 | 388,244 | 463,398 | 421,706 | 415,115 | 433,117 | 424,160 | |
| OCTOBER | 374,010 | 362,872 | 449,981 | 382,926 | 368,395 | 357,624 | 341,725 | 369,193 | 365,725 | 408,881 | 446,179 | 411,421 | 425,392 | 450,833 | 468,586 | |
| NOVEMBER | 320,162 | 319,267 | 332,271 | 355,951 | 296,743 | 287,373 | 339,384 | 337,133 | 351,892 | 352,723 | 435,767 | 402,883 | 390,433 | 412,877 | 474,976 | |
| DECEMBER | 271,436 | 270,677 | 327,755 | 323,048 | 381,904 | 364,126 | 338,971 | 338,058 | 356,317 | 396,872 | 432,701 | 461,792 | 412,973 | 481,207 | 424,131 | |
| TOTAL RECEIPTS | <u>4,090,304</u> | <u>4,097,107</u> | <u>4,361,650</u> | <u>4,264,300</u> | <u>4,199,181</u> | <u>4,085,619</u> | <u>4,239,689</u> | <u>4,135,146</u> | <u>4,286,883</u> | <u>4,554,294</u> | <u>5,171,057</u> | <u>5,112,939</u> | <u>4,926,706</u> | <u>5,241,531</u> | <u>5,526,416</u> | <u>3,409,277</u> |
| PERCENTAGE CHANGE | 10.72% | 0.17% | 6.46% | -2.23% | -1.53% | -2.70% | 3.77% | -2.47% | 3.67% | 6.24% | 13.54% | -1.12% | -3.64% | 6.39% | 5.44% | |

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 | 3,244.10 | 100.00 | - | 606.10 | 555.50 | 2,894.80 | 190.00 | - | 7,590.50 | 49 |
| | Permits | 2 | 1 | - | 14 | 1 | 1 | 2 | - | 21 | |
| | Valuation | 870,000 | 9,370 | - | 51,396. | 105,000 | 860,000 | 23,924 | - | 1,919,690 | |
| 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 | | 12 | 5 | 0 | 59 | 7 | 3 | 10 | 2 | 25,225.00 | 242 |
| | | | | | | | | | | 98 | |
| | | | | | | | | | | 5,328,581 | |

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 | - | 349.80 | 7,979.40 | 2,778.40 | - | - | 9,902.06 | 140.00 | 21,149.66 | 130 |
| | Permits | - | 1 | 9-18 | 83 | - | - | 25 | 3 | 121 | |
| | Valuation | - | 61,440 | 1,934,735 | 276,416 | - | - | 2,969,530 | 0.00 | 5,242,122 | |
| 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 | 2 | 9-18 | 443 | 15 | 1 | 102 | 1052 | 94,423.40 | 648 |
| | | | | | | | | | 600 | | |
| | | | | | | | | | 22,706,321 | | |

| councildistrict | permittertype | address | amount | value | purpose | structure | projectdescription |
|-----------------|-----------------|-------------------------------|----------|---------|------------|---------------------------------|--|
| Finney County | ELECTRICAL | 107 West AVENUE B | 38.00 | 1,000 | Electrical | Residential Remodel | MOVE 100 AMP SERVICE METER TO UNDERGROUND |
| Finney County | BUILDING PERMIT | 4020 LAMONTE | 27.00 | 2,000 | Building | Residential Remodel | FRONT PORCH |
| Finney County | BUILDING PERMIT | 4170 HWY 50 #316 | 100.00 | 9,370 | Building | SF Manufactured (HUD Standards) | INSTALL MOBILE HOME |
| Finney County | MECHANICAL | 1265 SOLAR | 90.00 | 15,924 | Mechanical | Commercial/Industrial Remodel | C/O BOILER |
| Finney County | BUILDING PERMIT | 3825 PORTERHOUSE | 21.00 | 1,500 | Building | Residential Remodel | 6' CHAIN FENCE |
| Finney County | BUILDING PERMIT | 1402 GRANDVIEW EAST | 2,204.60 | 620,000 | Building | SF Residential Includes Modular | NEW HOME |
| Finney County | BUILDING PERMIT | 2175 CC RIDER Road | 1,039.50 | 250,000 | Building | SF Residential Includes Modular | NEW HOME (HOME ONLY) |
| Finney County | MECHANICAL | 175 North TOWNS | 57.80 | 4,200 | Mechanical | Residential Remodel | C/O A/C |
| Finney County | BUILDING PERMIT | 901 West MAPLE | 10.00 | 9,500 | Building | Residential Remodel | 6' & 3' WOOD AND METAL FENCE |
| Finney County | BUILDING PERMIT | 2965 East MARY | 27.00 | 2,500 | Building | Residential Remodel | 12X12 STORAGE SHED-MAY NOT BE LOCATED ANY CLOSER TO MARY STREET THAN THE HOUSE |
| Finney County | BUILDING PERMIT | 4765 SCHULMAN | 27.00 | 4,700 | Building | Residential Remodel | 12'x20' garden shed |
| Finney County | BUILDING PERMIT | 1123 KENSINGTON Boulevard | 122.00 | 7,000 | Building | Residential Remodel | ONE BEDROOM AND ONE OFFICE IN BASEMENT |
| Finney County | BUILDING PERMIT | 4300 CHAMBER | 555.50 | 105,000 | Building | New Commercial | NEW SUBURBAN STORAGE |
| Finney County | BUILDING PERMIT | 5250 East BROOKOVER RANCH | 111.00 | 12,652 | Building | Residential Remodel | RE-ROOF |
| Finney County | PLUMBING | 12080 North VFW | 38.00 | 700 | Plumbing | Residential Remodel | INSTALL WATER HEATER |
| Finney County | MECHANICAL | 2555 North JENNIE BARKER Road | 100.00 | 8,000 | Mechanical | Commercial/Industrial Remodel | TYPE I GREASE HOOD |
| Finney County | GAS | 2810 CUMMINGS | 38.00 | 2,968 | Gas Permit | Residential Remodel | GAS PRESSURE TEST |
| Finney County | MECHANICAL | 885 SMITH | 35.30 | 1,975 | Mechanical | Residential Remodel | C/O A/C |
| Finney County | GAS | 4170 East HWY 50 #316 | 27.00 | 220 | Gas Permit | Residential Remodel | REPLACE CUSTOMER LINE |
| Finney County | BUILDING PERMIT | 3002 East HWY 50 | 2,894.80 | 860,000 | Building | New Industrial | TWO 150,000 LB GRAIN BINS |
| Finney County | GAS | 4170 East HWY 50 #4 | 27.00 | 480 | Gas Permit | Residential Remodel | GAS PRESSURE TEST |
| Garden City | ELECTRICAL | 1322 HINEMAN | 27.00 | 1,500 | Electrical | Residential Remodel | INSTALL UNDERGROUND SERVICE TO HOUSE |
| Garden City | BUILDING PERMIT | 2919 ST JAMES | 190.00 | 39,600 | Building | Residential Remodel | INGROUND POOL |
| Garden City | BUILDING PERMIT | 2154 PIONEER Road #A-#B | 948.20 | 233,534 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |
| Garden City | UTILITY | 2122 East PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | CURB CUT | 637 BRIAR HILL | 5.00 | 0 | Curb Cut | Residential Remodel | R/R PATIO |
| Garden City | BUILDING PERMIT | 106 South LYNCH | 38.00 | 300 | Building | Residential Remodel | 10X8 BACK PORCH |
| Garden City | BUILDING PERMIT | 919 ZERR | 0.00 | 2,000 | Building | Commercial/Industrial Remodel | 60X120 PARKING LOT |
| Garden City | PLUMBING | 1209 North TENTH | 27.00 | 2,800 | Plumbing | Residential Remodel | REPLACE SEWER LINE TO CITY MAIN |
| Garden City | PLUMBING | 508 West PROSPECT | 27.00 | 750 | Plumbing | Residential Remodel | C/O WATER HEATER |
| Garden City | BUILDING PERMIT | 2146 PIONEER Road #A-#B | 948.20 | 233,534 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |
| Garden City | UTILITY | 2122 East PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | GAS | 2901 North THIRD | 0.00 | 200 | Gas Permit | Commercial/Industrial Remodel | GAS PRESSURE TEST |
| Garden City | UTILITY | 2122 East PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | CURB CUT | 208 GRANDVIEW | 5.00 | 0 | Curb Cut | Residential Remodel | R/R FRONT WALK |

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|-------------|-----------------|---------------------------|----------|-----------|----------------|---------------------------------|--|
| Garden City | BUILDING PERMIT | 901 CAMPUS | 3,763.00 | 1,400,000 | Building | Commercial/Industrial Remodel | COLLEGE FOOTBALL FIELD AND TRACK REMODEL |
| Garden City | BUILDING PERMIT | 310 East MARY | 10.00 | 1,000 | Building | Residential Remodel | 5' CHAIN FENCE REPLACEMENT |
| Garden City | MECHANICAL | 1110 CAMPUS | 52.00 | 5,500 | Mechanical | Commercial/Industrial Remodel | NEW ROOFTOP UNIT, DUCTWORK |
| Garden City | UTILITY | 2114 East PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 605 East WALNUT | 66.27 | 0 | Electrical | Commercial/Industrial Remodel | CONNECT FEE |
| Garden City | BUILDING PERMIT | 507 East SPRUCE | 100.00 | 25,000 | Building | Residential Remodel | REMODEL INSIDE OF HOUSE. WINDOWS, DOORS, UPDATE ELECTRICAL, UPDATE BATHROOM, STRIP KITCHEN |
| Garden City | SIGN PERMIT | 1601 East KANSAS | 35.00 | 0 | Temporary Sign | Misc | TEMPORARY SIGN |
| Garden City | UTILITY | 2130 East PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 2162 East PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | ELECTRICAL | 617 North TWELFTH | 27.00 | 800 | Electrical | Residential Remodel | RELOCATE EXISTING 100 AMP SERVICE |
| Garden City | BUILDING PERMIT | 312 North THIRD | 27.00 | 1,300 | Building | Residential Remodel | CARPORT |
| Garden City | BUILDING PERMIT | 530 JENNA Lane | 27.00 | 1,000 | Building | Residential Remodel | BACK PORCH |
| Garden City | BUILDING PERMIT | 1604 GLENELLEN | 27.00 | 1,900 | Building | Residential Remodel | GARDEN SHED |
| Garden City | BUILDING PERMIT | 2130 PIONEER Road #A-#B | 948.20 | 233,534 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |
| Garden City | UTILITY | 2130 East PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 2162 East PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | ELECTRICAL | 1615 CRESTWAY | 27.00 | 2,000 | Electrical | Residential Remodel | 200 AMP SERVICE UPGRADE. CONDUIT, CONDUCTORS |
| Garden City | BUILDING PERMIT | 1717 MIKES Drive | 27.00 | 1,000 | Building | Residential Remodel | 10X8 SHED |
| Garden City | BUILDING PERMIT | 1604 GLENELLEN | 10.00 | 7,000 | Building | Residential Remodel | 6' VINYL FENCE |
| Garden City | BUILDING PERMIT | 2138 PIONEER Road #A-#B | 948.20 | 233,534 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |
| Garden City | DEMO PERMIT | 319 North SEVENTH | 30.00 | 0 | Demo | Commercial/Industrial Remodel | DEMO OF MCALLISTER BUILDING |
| Garden City | UTILITY | 2162 East PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1014 FOURTH | 27.00 | 400 | Building | Residential Remodel | ADD HANDICAP RAMP TO FRONT OF HOUSE |
| Garden City | UTILITY | 2122 East PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 2102 PIONEER | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 2002 East PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | EXCAVATION | 1209 North TENTH | 5.00 | 0 | Excavation | Residential Remodel | REPLACE SEWER LINE TO ALLEY SEWER MAIN |
| Garden City | PLUMBING | 2301 East SPRUCE | 27.00 | 1,500 | Plumbing | Commercial/Industrial Remodel | S. SOUTH OF TRACK...TIE INTO THE CITY WATER LINE, INSTALL 2" LINE AND METER TO WATER. N. SIDE TIE INTO EXISTING RPZ-6" LINE TO METER |
| Garden City | CURB CUT | 616 West OLIVE | 5.00 | 0 | Curb Cut | Residential Remodel | SIDEWALK |
| Garden City | BUILDING PERMIT | 2307 BELMONT | 52.00 | 5,000 | Building | Residential Remodel | 12'x20' GARDEN SHED |
| Garden City | BUILDING PERMIT | 2122 PIONEER Road #A-#B | 948.20 | 233,534 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |

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|-------------|-----------------|------------------------------|----------|---------|------------|---------------------------------|--|
| Garden City | UTILITY | 2130 East PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | MECHANICAL | 2001 CRESTWAY | 46.80 | 4,400 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | ELECTRICAL | 1022 SMOKEY HILL | 27.00 | 500 | Electrical | Residential Remodel | RELOCATE METER BOX |
| Garden City | UTILITY | 2130 East PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 2162 East PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | MECHANICAL | 502 North TENTH | 24.30 | 2,700 | Mechanical | Residential Remodel | c/o a/c |
| Garden City | DEMO PERMIT | 1401 HARDING | 30.00 | 0 | Demo | Misc | DEMOLITION OF HVAC SYSTEM |
| Garden City | BUILDING PERMIT | 2162 PIONEER Road #A-#B | 948.20 | 233,534 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |
| Garden City | UTILITY | 2138 PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1507 WALKER | 10.00 | 500 | Building | Residential Remodel | 3' CINDER BLOCK FENCE |
| Garden City | MECHANICAL | 1515 East KANSAS | 46.80 | 3,200 | Mechanical | Commercial/Industrial Remodel | C/O A/C |
| Garden City | BUILDING PERMIT | 2405 North COMMANCHE | 27.00 | 1,072 | Building | Residential Remodel | 18X21 CARPORT-ALTERNATIVE SURFACE NEEDS TO BE APPROVED BY ENGINEERING |
| Garden City | BUILDING PERMIT | 2114 PIONEER Road #A-#B | 948.20 | 233,531 | Building | SF Residential Includes Modular | NEW DUPLEX(#A WEST SIDE-#B EAST SIDE) |
| Garden City | UTILITY | 2138 PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | CURB CUT | 1621 BANCROFT | 0.00 | 0 | Curb Cut | Residential Remodel | 5' SIDEWALK |
| Garden City | CURB CUT | 2305 B | 5.00 | 0 | Curb Cut | Residential Remodel | 6'/5' EXPANSION OF DRIVEWAY WITHIN PROPERTY. CIRCLE DRIVEWAY |
| Garden City | BUILDING PERMIT | 1411 West OLIVE | 100.00 | 8,000 | Building | Residential Remodel | BUILD A SMALL SHELTER, NEW WINDOWS AND SIDING, REPAIR FENCE. 7 WINDOWS TOTAL. 3 ARE BEDROOM 3X3. |
| Garden City | UTILITY | 2138 PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | PLUMBING | 1114 North FIFTH | 27.00 | 1,000 | Plumbing | Residential Remodel | NEW WATER LINE TO HOUSE FROM METER |
| Garden City | PLUMBING | 604 North TENTH Street | 27.00 | 1,600 | Plumbing | Residential Remodel | REPLACE WATER LINE FROM METER TO HOUSE |
| Garden City | BUILDING PERMIT | 1111 East SPRUCE | 100.00 | 11,700 | Building | Commercial/Industrial Remodel | OFFICE REMODEL |
| Garden City | MECHANICAL | 153 HONEY BEE | 46.80 | 3,161 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | ELECTRICAL | 2919 ST JAMES | 27.00 | 1,000 | Electrical | Residential Remodel | WIRING FOR POOL AND GAZEBO |
| Garden City | MECHANICAL | 2612 CARRIAGE | 90.00 | 8,000 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | UTILITY | 2138 PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1208 North TENTH | 27.00 | 2,000 | Building | Residential Remodel | R/R SHINGLES-ALL OLD LAYERS MUST BE REMOVED |
| Garden City | BUILDING PERMIT | 2410 CASEY'S | 10.00 | 2,000 | Building | Residential Remodel | 3'&6' WOOD FENCE |
| Garden City | BUILDING PERMIT | 801 CAMPUS | 1,769.26 | 526,830 | Building | Commercial/Industrial Remodel | NEW GRANDSTAND SEATING |
| Garden City | BUILDING PERMIT | 1210 North JENNIE BARKER | 100.00 | 7,000 | Building | Residential Remodel | STUCCO |
| Garden City | UTILITY | 2146 PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 2116 ANTLER RIDGE | 10.00 | 2,500 | Building | Residential Remodel | 6' CEDAR FENCE |
| Garden City | BUILDING PERMIT | 2002 East PIONEER Road #A-#B | 671.00 | 150,000 | Building | SF Residential Includes Modular | NEW HOUSE-DUPLEX(#A WEST SIDE) |
| Garden City | BUILDING PERMIT | 1005 LAURA | 10.00 | 100 | Building | Residential Remodel | 6' CEDAR FENCE |

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|-------------|-----------------|------------------------------|--------|---------|------------|---------------------------------|---|
| Garden City | BUILDING PERMIT | 1905 B | 27.00 | 450 | Building | Residential Remodel | 10x10 shed |
| Garden City | BUILDING PERMIT | 2919 ST JAMES | 27.00 | 1,000 | Building | Residential Remodel | PERGOLA |
| Garden City | BUILDING PERMIT | 114 GRANT | 27.00 | 2,000 | Building | Commercial/Industrial Remodel | REPAIRS TO FLASHING |
| Garden City | GAS | 1300 North JENNIE BARKER | 27.00 | 300 | Gas Permit | Residential Remodel | GAS PRESSURE TEST |
| Garden City | UTILITY | 2146 PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 2720 North SEVENTH | 27.00 | 3,000 | Building | Residential Remodel | CARPORT |
| Garden City | BUILDING PERMIT | 1620 JAN Street | 10.00 | 1,300 | Building | Residential Remodel | 6' WOOD FENCE |
| Garden City | MECHANICAL | 1005 North FIFTH | 46.80 | 6,000 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | MECHANICAL | 1620 kansas #b | 46.80 | 3,100 | Mechanical | Commercial/Industrial Remodel | C/O A/C |
| Garden City | UTILITY | 2146 PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 705 AMY | 10.00 | 3,700 | Building | Residential Remodel | 6' CEDAR FENCE |
| Garden City | ELECTRICAL | 616 BRIAR HILL | 27.00 | 250 | Electrical | Residential Remodel | REPLACE BENT OVER HEAD SERVICE MAST |
| Garden City | GAS | 708 North TAYLOR | 27.00 | 2,000 | Gas Permit | Commercial/Industrial Remodel | R/R ROOF TOP GAS LINE |
| Garden City | BUILDING PERMIT | 1006 North MAIN | 10.00 | 575 | Building | Residential Remodel | 6' CEDAR FENCE |
| Garden City | BUILDING PERMIT | 2102 East PIONEER Road #A-#B | 671.00 | 150,000 | Building | SF Residential Includes Modular | NEW HOUSE-DUPLEX(#B-EAST SIDE) |
| Garden City | GAS | 2406 FLEMING | 27.00 | 2,000 | Gas Permit | Commercial/Industrial Remodel | GAS PRESSURE TEST |
| Garden City | BUILDING PERMIT | 918 North NINTH | 27.00 | 2,500 | Building | Residential Remodel | NEW WINDOWS, CARPET |
| Garden City | UTILITY | 2146 PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1308 East JOHNSON | 27.00 | 800 | Building | Residential Remodel | 8X12 STORAGE SHED-APPLICANT TO INSTALL VENTS ON TWO SIDES OF SHED |
| Garden City | BUILDING PERMIT | 164 HONEY BEE Court | 27.00 | 200 | Building | Residential Remodel | 21X21 PORCH |
| Garden City | BUILDING PERMIT | 214 PENNSYLVANIA | 52.00 | 4,000 | Building | Residential Remodel | SIDING AND PORCH (5X8 & 10 Ft) |
| Garden City | GAS | 901 North TAYLOR | 25.00 | 250 | Gas Permit | Residential Remodel | GAS PRESSURE TEST |
| Garden City | UTILITY | 2154 PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1721 PARKWOOD | 27.00 | 700 | Building | Residential Remodel | PORCH COVER |
| Garden City | DEMO PERMIT | 2880 East SCHULMAN Avenue | 30.00 | 0 | Demo | Commercial/Industrial Remodel | DEMO TREES, CONCRETE TRACK, OLD WOOD BRIDGE |
| Garden City | ELECTRICAL | 605 North SEVENTH | 27.00 | 500 | Electrical | Residential Remodel | REWIRE MAIN BREAKER BOX AND UPGRADE TO 200 AMP SERVICE |
| Garden City | BUILDING PERMIT | 622 SUSAN | 10.00 | 1,500 | Building | Residential Remodel | 6' WOOD FENCE |
| Garden City | DEMO PERMIT | 2800 East SCHULMAN Avenue | 30.00 | 0 | Demo | Commercial/Industrial Remodel | DEMO AND DIRT WORK, TREE REMOVAL |
| Garden City | UTILITY | 2154 PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | CURB CUT | 2005 DOWNING | 0.00 | 0 | Curb Cut | Residential Remodel | SIDEWALK |
| Garden City | SIGN PERMIT | 206 North SEVENTH Street | 75.00 | 0 | Wall Sign | Commercial/Industrial Remodel | EMMY'S HAIR SALON SIGN |
| Garden City | DEMO PERMIT | 1110 CAMPUS Drive B&C | 30.00 | 0 | Demo | Commercial/Industrial Remodel | DEMO BUILDING FOR PAPA MURPHYS |
| Garden City | BUILDING PERMIT | 1608 B | 27.00 | 1,300 | Building | Residential Remodel | CARPORT |
| Garden City | MECHANICAL | 2116 C | 24.30 | 2,600 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | BUILDING PERMIT | 1306 North THIRTEENTH | 27.00 | 800 | Building | Residential Remodel | 20X15 PATIO AND 40X3 SIDEWALK |
| Garden City | BUILDING PERMIT | 1711 A Street | 20.00 | 9,000 | Building | Residential Remodel | 6' VINYL FENCE |
| Garden City | UTILITY | 2154 PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 801 CAMPUS Drive | 190.00 | 30,000 | Building | Commercial/Industrial Remodel | Mezzanine walkway repair design by Engineer Mark McAfee |

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|-------------|-----------------|----------------------------|----------|---------|------------|---------------------------------|---|
| Garden City | BUILDING PERMIT | 950 JENNIE BARKER Road #17 | 349.80 | 61,440 | Building | SF Manufactured (HUD Standards) | NEW MOBILE HOME (17X80) ON NEW LOT |
| Garden City | BUILDING PERMIT | 1110 CAMPUS Drive B&C | 100.00 | 13,708 | Building | Residential Remodel | LAMINATE SHINGLES |
| Garden City | UTILITY | 2002 EAST PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | UTILITY | 2154 PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1919 B | 27.00 | 0 | Building | Residential Remodel | PATIO AND DRIVEWAY |
| Garden City | SIGN PERMIT | 512 East FULTON | 75.00 | 0 | Roof Sign | Misc | ROOF SIGN |
| Garden City | ELECTRICAL | 2405 BELMONT | 52.00 | 3,500 | Electrical | Residential Remodel | HOOK UP UNDERGROUND POWER LINE TO HOUSE AND REDO MAIN BATHROOM AND WIRE IN HOT TUB |
| Garden City | BUILDING PERMIT | 1022 SMOKEY HILL | 27.00 | 3,000 | Building | Residential Remodel | 24'X24' CONCRETE SLAB ON SOUTH SIDE OF HOUSE |
| Garden City | BUILDING PERMIT | 407 West PROSPECT | 0.00 | 5,000 | Building | Residential Remodel | 14x12 Shed |
| Garden City | UTILITY | 1629 East FULTON | 950.00 | 0 | Plumbing | Commercial/Industrial Remodel | 1" WATER TAP FEE, DEPOSIT, CONNECT |
| Garden City | UTILITY | 2002 East PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 204 West CAMPBELL | 52.00 | 4,455 | Building | Residential Remodel | RE-ROOF |
| Garden City | UTILITY | 2002 East PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 1110 CAMPUS Drive | 572.00 | 120,000 | Building | Commercial/Industrial Remodel | PEACHWAVE RENOVATION |
| Garden City | MECHANICAL | 1401 HARDING | 2,827.20 | 840,000 | Mechanical | Commercial/Industrial Remodel | MECHANICAL UPGRADES FOR JENNIE WILSON ELEMENTARY |
| Garden City | ELECTRICAL | 1802 PATS | 27.00 | 1,000 | Electrical | Residential Remodel | R/R DAMAGED SERVICE WITH 100 AMP |
| Garden City | MECHANICAL | 211 North MAIN | 24.30 | 1,500 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | UTILITY | 605 East WALNUT | 915.00 | 0 | Plumbing | Commercial/Industrial Remodel | METER, DEPOSIT, CONNECT |
| Garden City | PLUMBING | 1629 East FULTON | 27.00 | 0 | Plumbing | Commercial/Industrial Remodel | CONNECT TO CITY WATER, 1" WATER METER |
| Garden City | UTILITY | 2102 East PIONEER Road #A | 215.32 | 0 | Electrical | Commercial/Industrial Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 201 East PRICE | 27.00 | 400 | Building | Residential Remodel | SIDING |
| Garden City | BUILDING PERMIT | 2710 North ROCK Road | 100.00 | 9,500 | Building | Residential Remodel | 24X32 DETACHED GARAGE-VERIFY 20' DRIVE MINIMUM SHOWN ON SITE PLAN |
| Garden City | BUILDING PERMIT | 3310 YELLOWSTAR | 190.00 | 37,500 | Building | Residential Remodel | INGROUND SWIMMING POOL |
| Garden City | BUILDING PERMIT | 622 Garden City Avenue | 27.00 | 300 | Building | Residential Remodel | 3 FT WIDE SIDEWALK ON SIDE OF HOUSE |
| Garden City | UTILITY | 2102 East PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | PLUMBING | 1305 East FAIR | 27.00 | 3,000 | Plumbing | Residential Remodel | SPRINKLER SYSTEM |
| Garden City | PLUMBING | 312 East FINNUP DR | 0.00 | 0 | Plumbing | Commercial/Industrial Remodel | UNDERGROUND BORING TO INSTALL NEW WATER LINE TO TIE ZOO IRRIGATION TO MAIN ST. LINE. MAIN STREET AND FINNUP DRIVE (SOUTH) |
| Garden City | PLUMBING | 806 East JOHNSON | 52.00 | 3,720 | Plumbing | Residential Remodel | Lawn Sprinkler installation |
| Garden City | CURB CUT | 1105 PEARL | 15.00 | 0 | Curb Cut | Commercial/Industrial Remodel | POUR CONCRETE FOR 3 SIDEWALKS |
| Garden City | UTILITY | 2114 East PIONEER Road #A | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | BUILDING PERMIT | 212 North THIRD Street | 10.00 | 250 | Building | Residential Remodel | 4' WOOD FENCE |
| Garden City | BUILDING PERMIT | 2310 North SEVENTH | 10.00 | 2,000 | Building | Residential Remodel | 6' WOOD FENCE |
| Garden City | UTILITY | 2102 East PIONEER Road #B | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |

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|-------------|-----------------|---------------------------|----------|---------|------------|---------------------------------|---|
| Garden City | GAS | 518 North NINTH | 27.00 | 400 | Gas Permit | Residential Remodel | GAS LINE |
| Garden City | ELECTRICAL | 1802 AMIR | 27.00 | 75 | Electrical | Residential Remodel | REPLACE LIGHTING AND RECEPTACLES |
| Garden City | MECHANICAL | 2405 DEE | 46.80 | 4,000 | Mechanical | Residential Remodel | C/O FURNACE AND A/C |
| Garden City | MECHANICAL | 1265 SOLAR | 90.00 | 7,500 | Mechanical | Commercial/Industrial Remodel | C/O A/C |
| Garden City | BUILDING PERMIT | 164 CLOVERLEAF | 10.00 | 1,000 | Building | Residential Remodel | 4' CHAIN FENCE |
| Garden City | MECHANICAL | 2007 OLD MANOR | 24.30 | 2,500 | Mechanical | Residential Remodel | C/O A/C |
| Garden City | UTILITY | 2114 East PIONEER Road #A | 40.00 | 0 | Plumbing | Residential Remodel | DEPOSIT, CONNECT FEE |
| Garden City | GAS | 518 North NINTH | 27.00 | 1,200 | Gas Permit | Residential Remodel | NEW GAS LINE |
| Garden City | BUILDING PERMIT | 605 East WALNUT | 100.00 | 12,000 | Building | Commercial/Industrial Remodel | SPRINKLER SYSTEM & ELECTRICAL WORK FOR LIBRARY NATURE EXPLORE EDUCATION |
| Garden City | BUILDING PERMIT | 616 MAGNOLIA | 27.00 | 800 | Building | Residential Remodel | 17x16 PATIO SLAB |
| Garden City | UTILITY | 2114 East PIONEER Road #B | 215.32 | 0 | Electrical | Residential Remodel | DEPOSIT, CONNECT FEE |
| Holcomb | BUILDING PERMIT | 903 LAURA Lane | 1,122.00 | 250,000 | Building | SF Residential Includes Modular | NEW RESIDENCE |
| Holcomb | BUILDING PERMIT | 7435 ACCESS | 245.00 | 47,000 | Building | Commercial/Industrial Remodel | REPLACE PARTIAL BUILDING DAMAGED BY WIND |
| Holcomb | BUILDING PERMIT | 108 SANTA FE | 38.00 | 0 | Building | Residential Remodel | NEW ROOF-REMOVE OLD SHINGLES |
| Holcomb | BUILDING PERMIT | 609 PAPPAS | 38.00 | 2,500 | Building | Residential Remodel | SCREEN IN EXISTING PORCH |
| Holcomb | BUILDING PERMIT | 208 TYLER | 21.00 | 3,000 | Building | Residential Remodel | 6' WOOD FENCE REPLACEMENT |
| Holcomb | BUILDING PERMIT | 710 West TAYLOR Road | 374.00 | 60,000 | Building | Residential Remodel | 50X70 STORAGE |
| Holcomb | BUILDING PERMIT | 305 JO ELLA Drive | 1,238.37 | 311,000 | Building | SF Residential Includes Modular | NEW SF HOME |
| Holcomb | BUILDING PERMIT | 107 VERNA | 21.00 | 3,500 | Building | Residential Remodel | FENCE REPLACEMENT-6' WOOD |
| Holcomb | BUILDING PERMIT | 105 NUNN | 38.00 | 500 | Building | Residential Remodel | PATIO COVER |

Garden City Fire Department

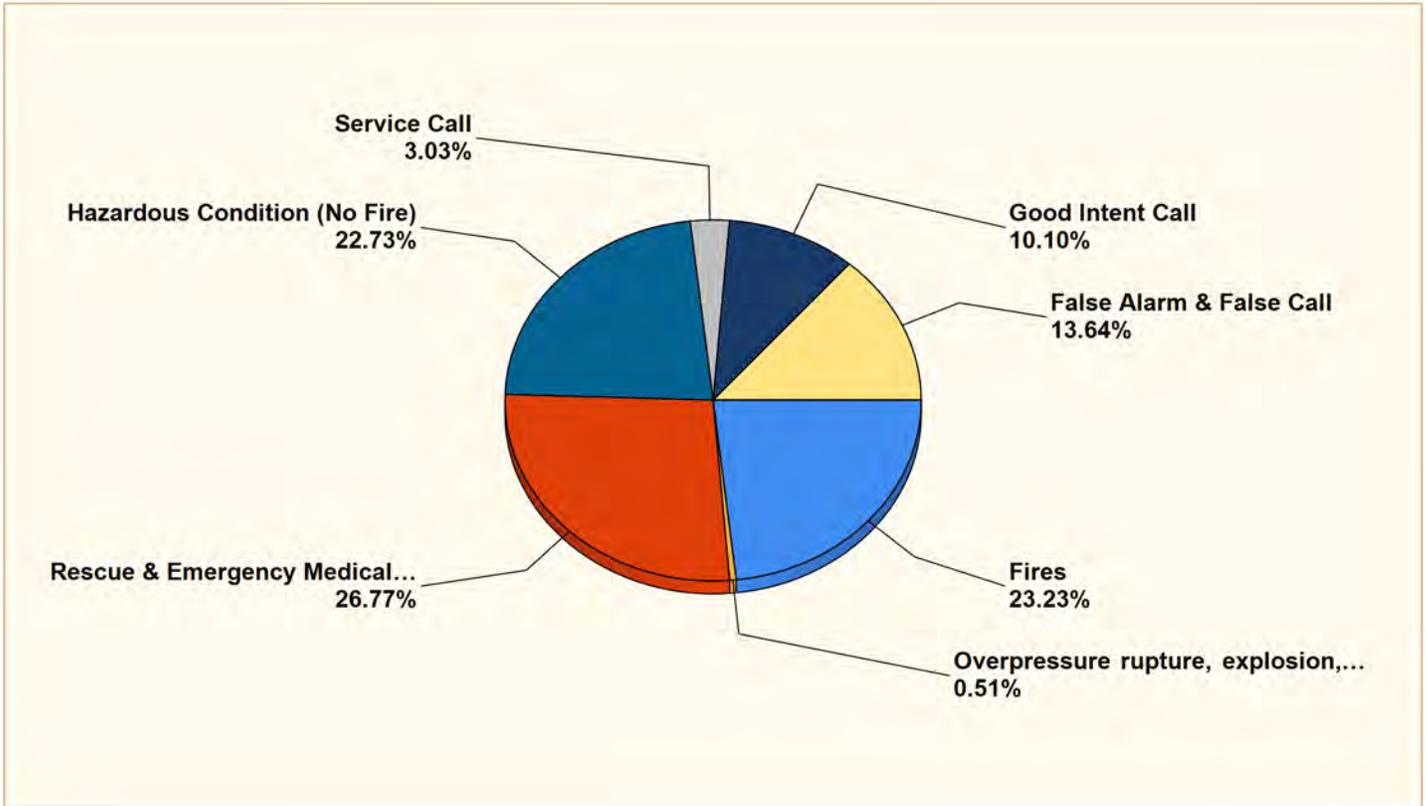
Garden City, KS

This report was generated on 7/31/2013 1:21:56 PM



Breakdown by Major Incident Types for Date Range

Start Date: 04/01/2013 | End Date: 06/30/2013



| MAJOR INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|---|-------------|----------------|
| Fires | 46 | 23.23% |
| Overpressure rupture, explosion, overhear - no fire | 1 | 0.51% |
| Rescue & Emergency Medical Service | 53 | 26.77% |
| Hazardous Condition (No Fire) | 45 | 22.73% |
| Service Call | 6 | 3.03% |
| Good Intent Call | 20 | 10.10% |
| False Alarm & False Call | 27 | 13.64% |
| TOTAL | 198 | 100.00% |

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

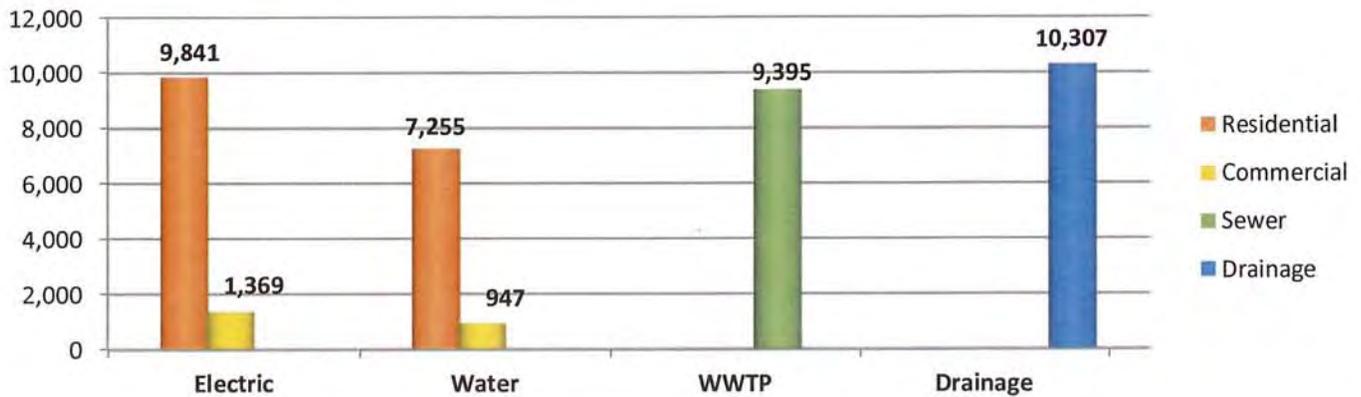
| INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|--|-------------|----------------|
| 100 - Fire, other | 1 | 0.51% |
| 111 - Building fire | 4 | 2.02% |
| 112 - Fires in structure other than in a building | 1 | 0.51% |
| 113 - Cooking fire, confined to container | 7 | 3.54% |
| 118 - Trash or rubbish fire, contained | 2 | 1.01% |
| 121 - Fire in mobile home used as fixed residence | 1 | 0.51% |
| 131 - Passenger vehicle fire | 2 | 1.01% |
| 132 - Road freight or transport vehicle fire | 1 | 0.51% |
| 140 - Natural vegetation fire, other | 3 | 1.52% |
| 142 - Brush or brush-and-grass mixture fire | 1 | 0.51% |
| 143 - Grass fire | 9 | 4.55% |
| 150 - Outside rubbish fire, other | 1 | 0.51% |
| 151 - Outside rubbish, trash or waste fire | 3 | 1.52% |
| 154 - Dumpster or other outside trash receptacle fire | 7 | 3.54% |
| 160 - Special outside fire, other | 1 | 0.51% |
| 162 - Outside equipment fire | 1 | 0.51% |
| 171 - Cultivated grain or crop fire | 1 | 0.51% |
| 251 - Excessive heat, scorch burns with no ignition | 1 | 0.51% |
| 300 - Rescue, EMS incident, other | 2 | 1.01% |
| 311 - Medical assist, assist EMS crew | 5 | 2.53% |
| 320 - Emergency medical service, other | 1 | 0.51% |
| 321 - EMS call, excluding vehicle accident with injury | 2 | 1.01% |
| 322 - Motor vehicle accident with injuries | 21 | 10.61% |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 2 | 1.01% |
| 324 - Motor vehicle accident with no injuries. | 19 | 9.60% |
| 353 - Removal of victim(s) from stalled elevator | 1 | 0.51% |
| 400 - Hazardous condition, other | 2 | 1.01% |
| 411 - Gasoline or other flammable liquid spill | 1 | 0.51% |
| 412 - Gas leak (natural gas or LPG) | 17 | 8.59% |
| 413 - Oil or other combustible liquid spill | 4 | 2.02% |
| 421 - Chemical hazard (no spill or leak) | 1 | 0.51% |
| 422 - Chemical spill or leak | 1 | 0.51% |
| 424 - Carbon monoxide incident | 1 | 0.51% |
| 440 - Electrical wiring/equipment problem, other | 3 | 1.52% |
| 442 - Overheated motor | 1 | 0.51% |
| 444 - Power line down | 8 | 4.04% |
| 445 - Arcing, shorted electrical equipment | 6 | 3.03% |
| 542 - Animal rescue | 1 | 0.51% |
| 551 - Assist police or other governmental agency | 4 | 2.02% |
| 561 - Unauthorized burning | 1 | 0.51% |
| 600 - Good intent call, other | 4 | 2.02% |
| 611 - Dispatched & cancelled en route | 8 | 4.04% |
| 622 - No incident found on arrival at dispatch address | 4 | 2.02% |
| 631 - Authorized controlled burning | 3 | 1.52% |
| 671 - HazMat release investigation w/no HazMat | 1 | 0.51% |
| 700 - False alarm or false call, other | 17 | 8.59% |
| 721 - Bomb scare - no bomb | 1 | 0.51% |
| 730 - System malfunction, other | 3 | 1.52% |
| 735 - Alarm system sounded due to malfunction | 1 | 0.51% |
| 743 - Smoke detector activation, no fire - unintentional | 5 | 2.53% |
| TOTAL INCIDENTS: | 198 | 100.00% |

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

APRIL – JUNE 2013

Service • Community • Performance

ACTIVE ACCOUNTS BY CLASS (Quarterly Average)

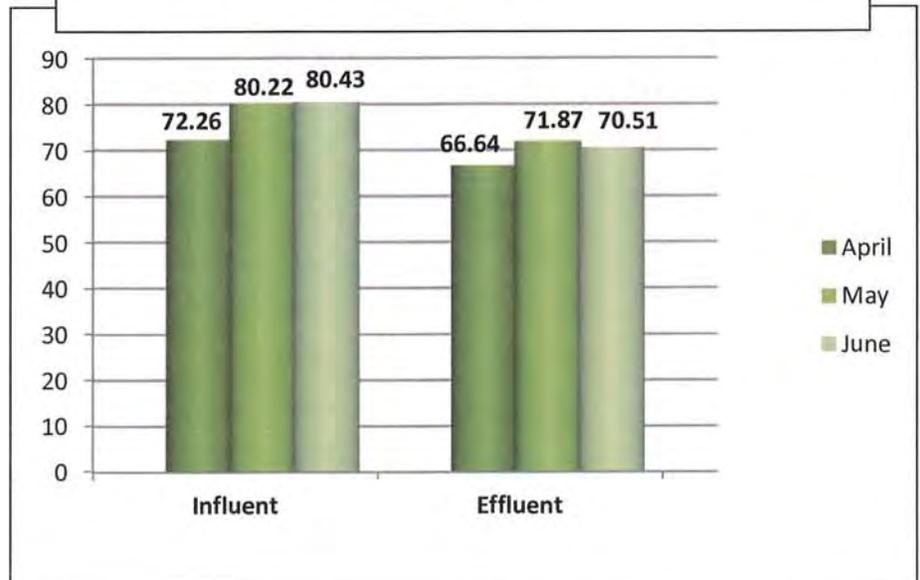
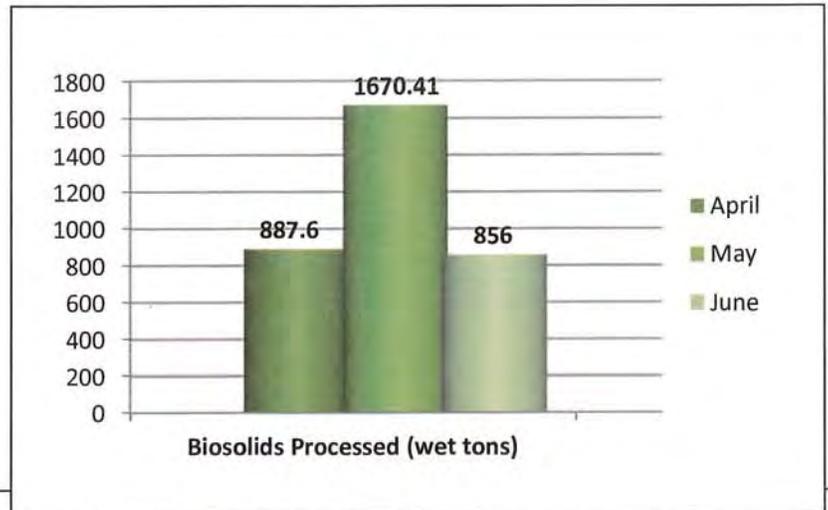


WASTE WATER

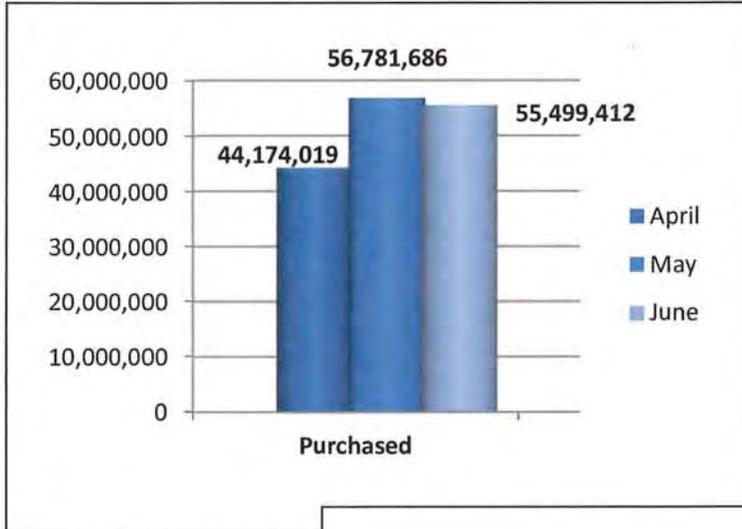


Major Project Updates

- April through June, repairs were made to Belt Filter Press and Gravity Belt Thickeners, Clarifier #3, Raw Water Pump #2 and Sludge Holding Tank #1. Comfort Specialists repaired the air conditioner at the Headworks MCC. Bob Lawrence conducted annual inspection of blowers and recommended troubleshooting on some of the electrical systems.
- Mayer Specialty Services completed the second year of contracted sewer maintenance on May 24, 2013, cleaning a total of 204,162 feet of sewer main and recording 20,510.3 feet of camera footage.
- Mayer Specialty Services is scheduled to begin their annual manhole rehabilitation project sometime in August or September.



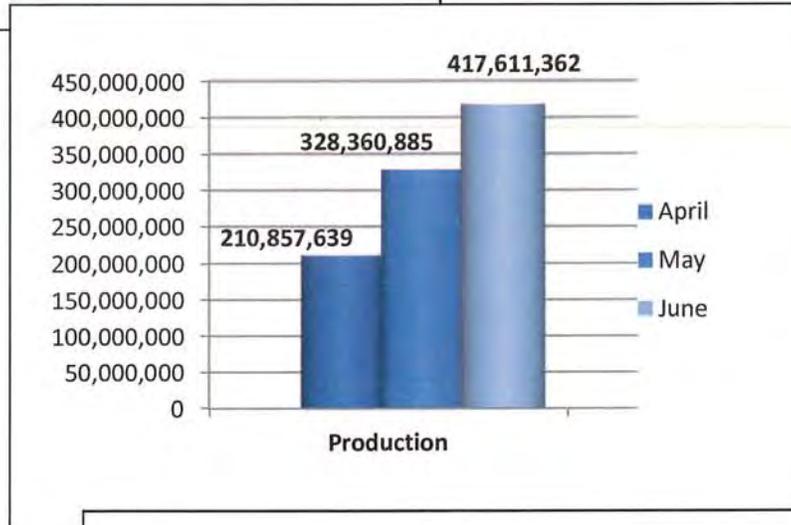
WATER



| Month | Leak Detection | Main Repairs |
|-------|----------------|--------------|
| April | 20 | 1 |
| May | 21 | 2 |
| June | 30 | 1 |

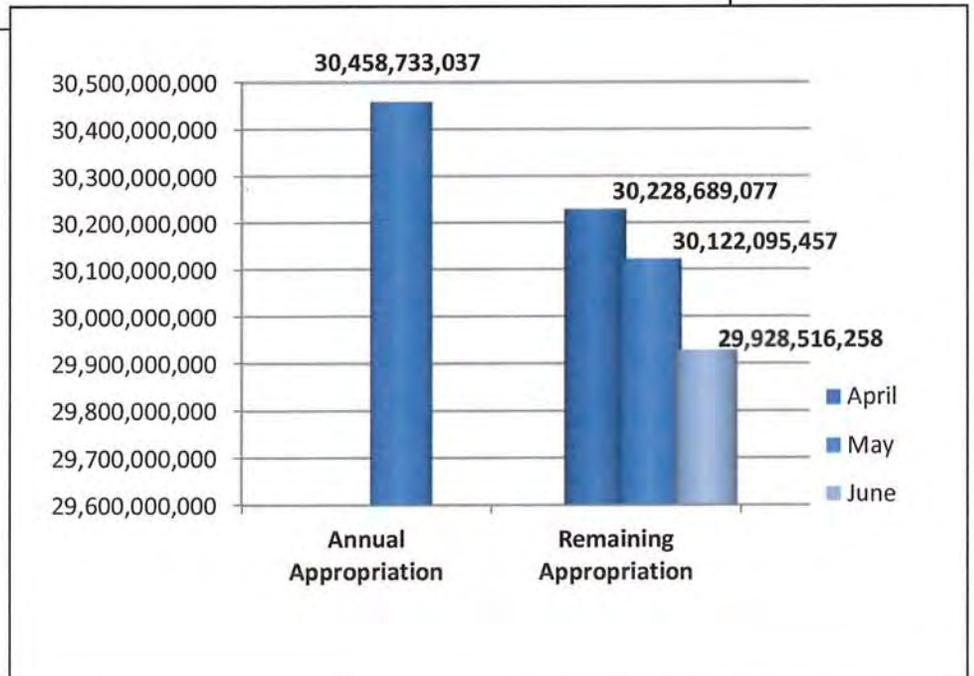


| Peak Day Usage Per Month | MGD |
|--------------------------|------------|
| April 30 | 8,368,090 |
| May 28 | 11,545,610 |
| June 27 | 12,916,410 |

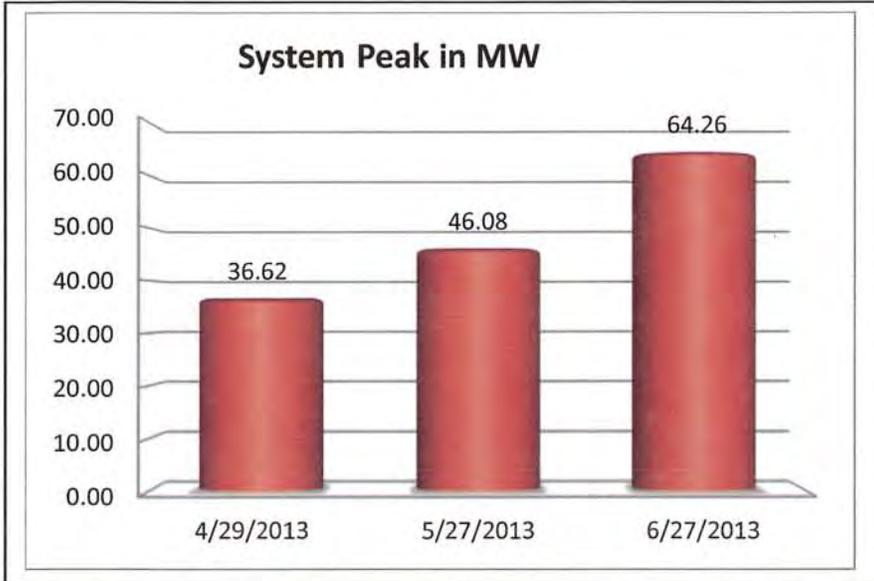


Major Project Updates

- The water main replacement project on Inge Avenue between Fulton Street and Kansas Avenue is scheduled to be completed in mid-August.
- A new 4" PVC service line extension was installed at the Big Pool to accommodate the new sprayground.
- A new 6" water main has been installed connecting the water main from Davis to Mac Streets for the new Maggie's Addition.



ELECTRIC



| Month | Utilities Located |
|-------|-------------------|
| April | 194 |
| May | 142 |
| June | 218 |

| Month | Assisted Contractors | Assisted Customers | Street Light repairs |
|-------|----------------------|--------------------|----------------------|
| April | 4 | 15 | 53 |
| May | 3 | 3 | 78 |
| June | 12 | 25 | 28 |

Major Project Updates

- Rerouted primary circuit 307 to accommodate the pole line on the east side of the 1600 block of Campus Dr.
- Rerouted primary circuit 104 and 308 for the new business to be constructed at 2880 Schulman Ave.
- Extended the primary electric for the construction of the new Sleep Inn at 1931 E. Kansas Plaza.
- Began the second phase of the SCADA project (The addition of SCADA automation to substation 5 and 6, and the monitoring of substation 7). Entered into the construction phase of substation 10 and 11.

Outage Data

- On 5/8/13 severe weather caused substation breaker to operate 4 times causing flickering lights to approximately 391 meters.
- On 5/25/13 breakers 605 & 705 operated due to loose high voltage connections at the pole. Approximately 567 meters were affected.
- On 5/26/13 high winds caused breaker 602 to operate 3 times causing flickering lights. Approximately 511 meters were affected.
- On 6/23/13 breaker 203 operated into lock out condition due to incidental contact caused by a tree trimmer. Approximately 659 meters were affected.



**CITY OF GARDEN CITY
2013 - 14 CIP WORK PLAN**

| ck | WORK PLAN RECOMMENDED ACTION | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | RESPONSIBILITY |
|----|---|------------------|----------------------|----------------|-----------------|-----------------|--------|----------------|-----|-------------------------------------|
| | Give Department Heads notice of the process | Aug 16 | | | | | | | | Sam, Rhonda |
| | Advisory Board Committee volunteer selection | Aug 19 - Sept 27 | | | | | | | | All Department Heads |
| | DEADLINE: Utility Billing Insert/Entity Letter | Aug 19 | | | | | | | | Sam, Rhonda, Amy |
| | DEADLINE: Committee Volunteer's name/address | | Sept 30 | | | | | | | All Department Heads |
| | Advertising Process: Newspaper/ Website/Channel 8 | | Sept - Oct | | | | | | | Sam, Rhonda, IT, Ashley |
| | SOLICIT: Community input (write-in) | | Sept 2 - November 18 | | | | | | | Sam, Rhonda, Amy |
| | DEADLINE: Department CIP request forms | | | Oct 4 | | | | | | All Department Heads |
| | "Buffer" correct/assimilate requests into worksheet | | | Oct 7 - Oct 11 | | | | | | Sam, Rhonda, Department Heads |
| | City's newsletter article | | | Oct | | | | | | Sam, Ashley |
| | Provide CIP Committee Members the process guide | | | Oct 11 | | | | | | Sam, Rhonda, Department Heads |
| | DEADLINE: Advisory Board CIP requests forms | | | Oct 25 | | | | | | All Department Heads |
| | "Buffer" correct/assimilate requests into worksheet | | | Oct 28 - Nov 1 | | | | | | Sam, Rhonda, Department Heads |
| | REVIEW: Advisory Board Requests | | | | Nov 4 - Nov 8 | | | | | Senior Staff |
| | MEETING: CIP Orientation | | | | Nov 7 | | | | | Advisory Committee |
| | DEADLINE: Community Input CIP requests forms | | | | Nov 15 | | | | | Public |
| | Assimilate community requests into worksheet | | | | Nov 4 - Nov 15 | | | | | Sam, Rhonda |
| | Corrections/additions to CIP and recommendations | | | | Nov 18 - Nov 22 | | | | | Senior Staff |
| | MEETING: CIP Project Review/Rating | | | | | Dec 5 | | | | Advisory Committee |
| | MEETING: CIP Project Review/Rating | | | | | Dec 12 | | | | Advisory Committee |
| | City Manager's review | | | | | Dec 16 - Dec 29 | | | | Matt |
| | MEETING: CIP Project Review/Rating | | | | | | Jan 9 | | | Advisory Committee |
| | MEETING: CIP Project Review/Rating | | | | | | Jan 16 | | | Advisory Committee |
| | CIP Committee Member Feedback Survey handout | | | | | | Jan 16 | | | Sam, Rhonda |
| | City Manager's review and approval | | | | | | | Jan 20 - Feb 4 | | Matt |
| | MEETING: CIP Project Review/Rating-Thank You | | | | | | | Feb 6 | | Advisory Committee, Staff Committee |
| | DEADLINE: Committee Feedback Survey | | | | | | | Feb 6 | | Advisory Committee |
| | Commission Retreat / Goal Setting Session | | | | | | | Feb | | Commission |
| | Beginning of Budget Process | | | | | | | | Mar | ALL |

What is the CIP Request Process?

The CIP document is always evolving. In the CIP request process a wide range of requests are submitted for inclusion in the CIP document. Citizens can suggest projects through the Citizen Input Forms available in an annual mailing to utility customers and online at the City website. These requests are channeled to the appropriate department and are developed into a formal CIP request.

The department head is then responsible for reviewing the CIP requests with the appropriate advisory board to seek its endorsement. All CIP requests are then reviewed by the CIP Committee, which is made up of advisory board representatives, representatives from other taxing entities throughout the community as well as Garden City residents interested in participating in the process.

CIP Committee recommendations are reviewed by the City Manager who is legally obligated to review the proposed CIP and make professional recommendations before sending it to the City Commission. The Governing Body will then review the CIP and the recommendations so that individual projects and/or programs may be inserted into the City's Budget.

2013 Meeting Schedule

- **Thursday, November 7, 2013**
5:30 - 6:30 p.m. (*Orientation*)
- **Thursday, December 5, 2013**
5:30 - 7:30 p.m. (*Project Review*)
- **Thursday, December 12, 2013**
5:30 - 7:30 p.m. (*Project Review*)
- **Thursday, January 9, 2014**
5:30 - 7:30 p.m. (*Project Review*)
- **Thursday, January 16, 2014**
5:30 - 7:30 p.m. (*Project Review*)
- **Thursday, February 6, 2014**
5:30 - 7:00 p.m. (*Final Review*)

All meetings will be held in the large meeting room on the second floor of the City Administrative Center located at 301 N. 8th Street. Public Works Director Sam Curran will facilitate the meetings. Refreshments will be served.



City Administrative Center
301 N. 8th Street
P.O. Box 998
Garden City, KS 67846

Phone: (620) 276-1160
Fax: (620) 276-1169

www.garden-city.org

Revised 07/11/13

Your Guide to the CIP Committee



What is CIP?

CIP stands for Capital Improvement Plan and it is, in essence, a planning document. This document serves a number of important functions in shaping the future of the City.

The CIP is an inventory of recommended and current projects and major capital purchases for the City. The projects, facilities, and other items mapped out by the plan will support the functions and programs of the City for the next one to seven years. As a result, the CIP serves as a guide for elected officials and City management in budget decisions addressing strategic planning for the City.

Examples of typical CIP projects include infrastructure (street projects) or capital purchases (purchasing or renovating a City building or property). There are, however, many kinds of CIP requests as you will soon discover.

You may want to think of the CIP as a recommended shopping list of purchases and projects the City needs to undertake to maintain its current services and achieve future community goals. Keep in mind though the CIP is a strategic document that keeps a mindful eye on the City budget and revenue sources to ensure the conscientious use of taxpayer money.

What is the Mission of the CIP Committee?

The mission of the CIP Committee is to provide input on the needs and wants of the community by recommending how City Management and the Governing Body should prioritize CIP requests. Specifically, the Committee reviews the priority ranking given to each project identified in the planning document as well as the year in which the project is slated to be implemented.

You don't need special knowledge or expertise to be a constructive team member. Team members represent their opinion only; however, that opinion has been shaped by other members of our community.

What the CIP Committee does not do is make financial decisions on which projects will or will not be funded. These decisions are ultimately made by the City Manager and the Governing Body.

What is the benefit ?

The City will receive the valuable benefit of citizen input through your participation as a CIP Committee Team member. Moreover, you have the ability to help shape the future of Garden City by assisting the City in identifying and selecting projects that meet the needs of the community.

As a CIP Committee Team member, you will receive exposure into the inner workings of one of the most important work processes of your local government. In addition, you have the deepest thanks of Elected Officials, City Staff, and your fellow friends and neighbors.

Instructions for CIP Committee Members

The enclosed CIP document summarizes and organizes CIP requests by department. Each CIP request includes:

- ◆ project name
- ◆ priority ranking given by the department head
- ◆ the proposed year(s) for the project to be implemented
- ◆ City's portion of the cost (if any)
- ◆ portion of outside funds for the project (if any)
- ◆ the total project cost
- ◆ a brief project description

1. Consider the priority ranking given to each project. If your preference is the same as the recommended ranking, leave it the same. However, if you prioritize the project differently than the recommended ranking, please cross out the ranking and write in your preference.
2. Consider whether the year(s) proposed for the project to be implemented are appropriate to community needs.

All programs and/or projects appearing on this summary will be discussed by the committee. Keep in mind that some projects, particularly Airport and state infrastructure projects, are tied to grants and may have already been approved by the Commission or are already included in the City's Budget. These projects will have an impact on the total CIP budget figure. As such, please consider whether the year(s) proposed for the project to be implemented are appropriate and meet the needs of the community.



Citizen Input Form

City of Garden City
Capital Improvement Program

Make your opinion heard!

Who decides which roads are improved? What's the plan for our City parks? Which City facilities need to expand? How can I make a suggestion?

The answers are in the City's **Capital Improvement Program (CIP)**. As one of the most important City documents, the CIP is an inventory of recommended and current projects (i.e. street maintenance, landscaping) and major purchases (i.e. vehicles, facilities) that the City uses to support its services and programs.

The City Commission and City Staff encourage you to begin participating in the CIP process by submitting your suggestions for City projects and/or major purchases. To make your opinion heard:

- Complete this form; mail it to the address below or . . .
- Write a letter; mail it to the address below or . . .
- Send an email to cip@gardencityks.us

Your suggestions might inspire new projects or influence existing ones. Either way, you're making a valuable contribution to your community!

WOULD YOU LIKE TO BE A CIP MEMBER?

If you would like to serve on the CIP Committee, please contact Public Works at (620) 276-1260 by September 30, 2013 or check the box below:

- YES
 NO

If you desire a response to your suggestion, please provide contact information

Submitter's Name: _____

Street Address: _____

Email address: _____ Telephone Number: _____

Describe your project or suggestion:

In your opinion, why is this project necessary and/or important?

Mail the completed form to.....

**ATTN: CIP Public Input
P.O. Box 998
Garden City, KS 67846**

Public input will be received September 2 through November 18

Comments? Questions? Contact Rhonda at (620) 276-1260

*Additional copies of the Citizen Input Form are available at
www.garden-city.org*



Forma de Comentarios de Ciudadanos

Ciudad de Garden City

Programa de Mejoramientos Capitales

¡Haga su opinión oída!

¿Quién decide cuales calles se mejoran? ¿Cuál es el plan para los parques de la Ciudad? ¿Cuáles facilidades de la Ciudad necesita ampliarse? ¿Cómo puede usted hacer una sugerción?

Las respuestas están en el **Programa de Mejoramientos Capitales (CIP)**. Como uno de los documentos mas importante de la Ciudad, el CIP es un inventario de proyectos recomendados y actuales (mantenimiento de calles, jardines) y compras mayores (vehículos, facilidades) que la Ciudad utiliza para apoyar sus servicios y programas.

Los del Concejo de la Ciudad y su administración les animan al publico que comienzan a participar en el proceso CIP como entregando sus sugerciones para proyectos y/o compras mayores de la Ciudad. Para hacer su opinión oída:

- Llene esta forma; mándela a dirección abajo o.....
- Escribe una carta; mándela a dirección abajo o.....
- Mande un correo electrónico a cip@garden-city.org

Sus sugerciones pueden inspirar proyectos nuevos o influir los que existan. ¡De cualquier manera, usted esta haciendo una contribución valiosa para su comunidad!

¿TE GUSTARÍA SER MIEMBRO DE LA CIP

Si le gustaría servir en el CIP Comité, Póngase en contacto con obras públicas (620) 276-1260 by September 30, 2013 o marque la casilla de abajo:

- YES
 NO

Si usted desea una respuesta a su sugerción, favor de proveer información de contacto

Nombre de sometido: _____

Dirección: _____

Dirección electrónica: _____ Numero de Teléfono: _____

Describe su proyecto o sugerción:

¿En su opinión, por que este proyecto es necesario y/o importante?

Mail the completed form to.....

**ATTN: CIP Public Input
P.O. Box 998
Garden City, KS 67846**

Comentarios públicos serán recibidos desde el 2de Sep. hasta el 18 de Nov.

*¿Mas comentarios? o preguntas? Llame a Rhonda al (620) 276-1260
Copias adicionales de la Forma de Comentarios del Ciudadano son
disponibles a www.garden-city.org*

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: July 22, 2013
Re: GC2013-38 Amending Article 25 Building Setback Lines on Arterial, Collector, and Local Streets and Article 7 "R-3" Multiple Family Residential District.

COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

PLANNING AND ZONING

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org

ISSUE: An amendment of Article 25 - Building Setback Lines on Arterial, Collector, and Local Streets and Article 7 - "R-3" Multiple Family Residential District.

BACKGROUND: Staff would like to amend Article 25 in order to simplify the content and remove some possible confusion over setback requirements.

The Planning Commission recommended approval of the amendment and also recommended changing the "R-3" Multiple Family Residential District to twenty feet (20') for the dwelling and twenty five feet (25') for the garage, which is similar to the "R-1" Single Family Residential District requirements.

Staff therefore presents the attached amendment which will affect both Article 25 Building Setbacks on Arterial, Collector and Local Streets, which was the original amendment, and Article 7 Multiple Family Residential District.

ALTERNATIVES: The Commission may:

1. Adopt the amendment as presented.
2. Not adopt the amendment.

RECOMMENDATION: At their July 18, 2013, meeting, the Planning Commission recommended approval of the amendment by a vote of 7 – 0.

ORDINANCE NO. _____-2013

AN ORDINANCE REGULATING BUILDING SETBACKS ON ARTERIAL, COLLECTOR AND LOCAL STREETS IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION ARTICLES 25 AND 7; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION ARTICLES 25 AND 7; 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. Article 25 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

ARTICLE 25

BUILDING SETBACK LINES ON ARTERIAL, COLLECTOR, AND LOCAL STREETS

SECTION:

25.010 Purpose

25.010 PURPOSE. Building setback lines are hereby established for all arterial and collector streets in the City of Garden City, Kansas, as shown on the major street plan of the Comprehensive Plan as adopted, and on all local streets not divided into lots and blocks as provided in the Subdivision Regulations. The setback lines as established in this section shall be held to be the minimum for the purpose of promoting the public health, safety, morals, order, convenience, and economy in the process of development in the City and shall conform to the requirements set forth herein. No building or structure, which fronts or sides on a street shall be altered, constructed, enlarged, or erected closer to the street right-of-way or easement line than outlined in the following table:

| Setbacks | |
|--|---|
| Arterial Street: | 40 Feet |
| Collector Street: | 30 Feet |
| Local Street: (As Directed By District) | "A" 50 Feet |
| | "R-1" Dwelling: 15 Feet Garage: 25 Feet |
| | "R-2" 10 Feet |
| | "R-3" Dwelling: 20 Feet Garage 25 Feet |
| | "R-C", "Z-L", "P-F" 25 Feet |
| | "C-O", "C-1", "C-2", "I-1", "I-2", "I-3" 30 Feet |
| | "C-3" Not Applicable |

SECTION 2. Article 25 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

ARTICLE 7

“R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT

SECTIONS:

| | |
|-------|------------------------------------|
| 7.010 | Purpose and Intent |
| 7.020 | Permitted Uses |
| 7.030 | Conditional Uses |
| 7.035 | Zoning Use Permit |
| 7.040 | Lot Size Requirements |
| 7.050 | Lot Coverage |
| 7.060 | Yard Requirements |
| 7.070 | Height regulations |
| 7.080 | Reserved |
| 7.090 | Parking Requirements |
| 7.100 | Sign Regulations |
| 7.110 | Supplemental Development Standards |

7.010 PURPOSE AND INTENT. The “R-3”, Multiple Family Residential District is established for the purpose of allowing a higher density than in “R-1” District. This District allows duplex, triplex, and four-plex, apartment uses, single family homes, compatible uses, certain public facilities, and certain conditional uses. This district is also designed to protect the character of the neighborhoods of this district.

7.020 PERMITTED USES. In the “R-3” District no building, structures, land, or premises shall be used and no building or structure shall hereafter be erected or altered unless otherwise provided for in these zoning regulations, except for the following.

- (A) Single-Family Dwelling - Detached, including residential design manufactured homes.
- (B) Two Family Dwelling – Duplex or Townhouse
- (C) Three Family Dwelling – Triplex
- (D) Four Family Dwelling - Four-plex
- (E) Apartments
- (F) Condominiums
- (G) Vegetable and flower gardens, trees, shrubs and lawns, non-commercial orchards, and other landscaping as it relates to residential use.
- (H) Customary accessory uses located on the same lot with the principle use and which do not include any activity or use unrelated to the principle use as explained in Article 21.
- (I) Group home for no more than 8 persons with physical or mental disabilities. The structure shall be designed to match the character of the neighborhood.
- (J) The renting of not to exceed two (2) sleeping rooms with a total occupancy of not to exceed two (2) persons for whom board may be furnished, but with the prohibition of separate culinary accommodation for such tenants.

7.030 CONDITIONAL USES. The following uses and structures may be permitted only after they have been reviewed and approved as required by Article 29.

- (A) Group Day Care Home.
- (B) Golf courses, except miniature golf courses and driving tees.
- (C) Child Care Center.
- (D) Nursing Homes and Homes for the Aged.
- (E) Metal construction private garages and metal construction accessory buildings over one hundred (100) square feet, complying with the requirements of the Building Code, as amended.
- (F) Bed and Breakfast.
- (G) Private Museum or Library.
- (H) Non-commercial towers exceeding thirty-five (35) feet in height above the ground including wind generation, television and radio for onsite residences.

7.035 ZONING USE PERMIT. A zoning use permit is a request to allow a use which is generally compatible with a zoning district provided that the use will not cause an adverse impact on adjacent property or properties in the area, but has operating or physical characteristics that certain conditions be placed on the use. The following uses may be permitted administratively with a zoning use permit by the Planning and Community Development Director or her/his designee. The Director must find two (2) conditions exist in order to rule favorably on a zoning use permit request. The burden of proof is with the applicant and the granting of the zoning use permit is at the Directors discretion. The two (2) conditions are as follows: (a) The use will not cause an adverse impact on adjacent property or properties in the area. Adverse impacts would include, for example: a significant increase in vehicular or pedestrian traffic in adjacent residential areas; emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding ambient conditions; contribution in a measurable way to the deterioration of the area or contribution to the lowering of property values, and (b) The use will be in compliance with all provisions of the Zoning Ordinance and the laws of the City of Garden City, County of Finney County (if applicable), the State of Kansas and the United States of America.

A zoning use permit is limited to the applicant/occupant and is non-transferable. The use permit is subject to revocation if at any time during the life of the use permit there is a violation of the stipulations of approval, the Zoning Ordinance, or any other statutes or laws. Appeals may be made to the Board of Zoning Appeals via a conditional use permit as outlined in the zoning regulations, including but not limited to the following:

- (A) Home Occupations as explained in Article 26.
- (B) Licensed Day Care Homes as explained in Article 26.
- (C) Church or similar place of worship and publicly owned community buildings, public museums, public libraries, public administrative buildings, police and fire stations.
- (D) Schools, public or private, preschool, primary, intermediate, and secondary and related uses.
- (E) Public parks, playgrounds and recreation areas, and related buildings operated by a public agency.

(F) Utility uses, as set forth herein, provided that the location is approved by the Planning Commission and provided that there is a landscape and screening plan.

- (1) Electric and Telephone Substations.
- (2) Gas Regulation Stations.
- (3) Water Towers.

7.040 LOT SIZE REQUIREMENTS. For all uses other than listed below, the lot area shall not be less than ten thousand (10,000) square feet.

(A) Single-Family Dwelling: Six thousand (6,000) square feet of lot area so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations. Lots platted prior to December 1, 2010, may have these lot size reduced up to 20%.

(B) Two Family Dwelling – Duplex or Townhouse: Eight thousand (8,000) square feet of lot area so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations.

(C) Three Family Dwelling – Triplex: Ten thousand (10,000) square feet of lot area.

(D) Four Family Dwelling – Fourplex: Twelve thousand (12,000) square feet of lot area.

(E) Apartments: Fifteen Thousand (15,000) square feet of lot area.

7.050 LOT COVERAGE. The maximum lot coverage of impermeable surfaces shall not exceed fifty percent (50%) of the lot.

7.060 YARD REQUIREMENTS. The following minimum yard requirements shall apply in all “R-3” Districts. All yard setbacks shall be measured from the finished exterior building wall to the property line.

(A) Front Yard:

- (1) Dwelling Unit: Twenty (20) feet, unless otherwise provided in Article 25.
- (2) Garage: Twenty-five (25) feet, unless otherwise provided in Article 25.

(B) Side Yard:

- (1) Five (5) feet, unless otherwise provided in Article 22.

(C) Rear Yard:

- (1) Twenty-five (25) feet or 20 percent of the depth of the lot whichever amount is smaller.

7.070 HEIGHT REGULATIONS. No building shall exceed Forty-five (45) feet in height, except as otherwise provided in Article 22.

7.080 RESERVED.

7.090 PARKING REQUIREMENTS. For other uses other than specified below see Article 24.

(A) Single-Family Dwelling and Two Family Dwelling – Duplex: Four (4) off-street parking spaces shall be provided for each dwelling unit. Two (2) spaces shall be located behind the front building line of each dwelling unit.

(B) Three Family Dwelling – Triplex and Four Family Dwelling - Four-plex and Apartments: Two (2) spaces shall be provided for each dwelling unit. All parking shall be located behind the front building line.

7.100 SIGN REGULATIONS. See Article 23.

7.110 SUPPLEMENTAL DEVELOPMENT STANDARDS. See Article 22.

SECTION 3: The Zoning Regulations for the City of Garden City, Kansas, Articles 25 and 7 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation Sections not specifically amended or deleted herein shall remain in full force and effect.

SECTION 4. 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 6th day of August, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor



Memo

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

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

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

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

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

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

ISSUE: An Ordinance adopting a development plan, and establishing the Reserves at Prairie Ridge Phase II RHID.

BACKGROUND: The Reserves at Prairie Ridge 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.

**DEVELOPMENT PLAN
FOR THE PRAIRIE TRAILS PARTNERS, LLC RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
August, 2013**

INTRODUCTION

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

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

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5219 et seq.)

Following the adoption of Resolution 2442-2011, 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 December 12, 2011, the Secretary of Commerce provided written confirmation, approving the establishment of the Prairie Trails Partners, LLC Rural Housing Incentive District (the District) (Resolution 2442-2011, exhibit A-B).

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 Prairie Trails Partners, LLC Rural Housing Incentive District is:

A PORTION OF LOT 2, BLOCK 1, RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF N 89°13'20" W A DISTANCE OF 224.29 FEET; THENCE

N 00°00'00" E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 365.18 FEET; THENCE N 90°00'00" E A DISTANCE OF 79.84 FEET; THENCE N 00°00'00" E A DISTANCE OF 28.09 FEET; THENCE N 90°00'00" E A DISTANCE OF 203.00 FEET; THENCE N 00°00'00" E A DISTANCE OF 71.43 FEET; THENCE N 90°00'00" E A DISTANCE OF 197.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S 00°00'00" W ALONG SAID EAST LINE, A DISTANCE OF 34.61 FEET; THENCE S 90°00'00" W A DISTANCE OF 140.16 FEET; THENCE S 00°00'00" W A DISTANCE OF 83.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 56.98 FEET; THENCE S 00°00'00" W A DISTANCE OF 56.10 FEET; THENCE S 90°00'00" W A DISTANCE OF 246.97 FEET; THENCE S 00°00'00" W A DISTANCE OF 155.80 FEET; THENCE N 90°00'00" E A DISTANCE OF 188.42 FEET; THENCE S 00°00'00" W A DISTANCE OF 138.23 FEET TO THE POINT OF BEGINNING. CONTAINS 1.71 ACRES, MORE OR LESS. END OF DESCRIPTION.

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 2013 is \$2352.00.
3. The name and address of the owner of record for the real estate with in the District is:
Prairie Trails Partners, LLC
534 South Kansas Avenue, Suite 900
Topeka, KS 66603
4. The housing and public facilities project that are proposed to be constructed include the following:
Housing Facilities
The housing facilities will be composed of two multi-family sixteen-plex residences. Each individual family unit will have laundry hookups, cable television hookups and onsite parking.
Public Facilities
Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including 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: Prairie Trails Partners, LLC
534 South Kansas Avenue, Suite 900
Topeka, KS 66603

Developer: Overland Property Group, LLC
(Site Work and Infrastructure) 534 South Kansas Avenue, Suite 900
Topeka, KS 66603

Individuals with Specific Interest: Brett Johnson
534 South Kansas Avenue, Suite 900
Topeka, KS 66603

Ed Keating
534 South Kansas Avenue, Suite 900
Topeka, KS 66603

Pat Beatty
534 South Kansas Avenue, Suite 900
Topeka, KS 66603

Rex Vanier
534 South Kansas Avenue, Suite 900
Topeka, KS 66603

6. The Governing Body of the City entered into a Development Agreement with Overland Property Group, LLC a Kansas limited liability corporation, in December of 2011. 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**.
7. The City's Finance Director 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 PRAIRIE TRAILS PARTNERS, LLC
RURAL HOUSING INCENTIVE DISTRICT**



Reserves at Prairie Ridge Phase II Map

0 70 140 280 Feet



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

| |
|-------------------------------------|
| Cost of Infrastructure Improvements |
| \$742,833.78 |

| Unimproved | 2011 Value | Property Class | Mill Levy | Tax Amount |
|------------|-------------|----------------|-----------|------------|
| 2.93 Acres | \$ 4,708.93 | 12.0% | 0.146887 | \$ 83.00 |

| Improved | Estimated Value of Buildings to be Constructed | Property Class | Mill Levy | Est. Property Tax | Annual Increment Tax | Increment Tax for 15 Years |
|------------------|--|----------------|-----------|-------------------|----------------------|----------------------------|
| Buildings + Land | \$ 2,804,708.93 | 11.5% | 0.146887 | \$ 47,377.16 | \$ 47,294.16 | \$ 709,412.33 |

If the buildings are valued at \$2,800,000.00, the increment tax for 15 years would total approximately \$709,412.33. This would be \$33,421.45 less than the amount spent on the infrastructure. The estimated appraised value is based on the units in Dodge City, Kansas.

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

**Development Agreement
Reserves at Prairie Ridge, Phase II
32 Units**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 6th day of August, 2013, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **PRAIRIE TRAILS PARTNERS II, LLC** a Kansas limited liability corporation, with its principal place of business in Overland Park, Kansas (hereinafter “Developer”).

RECITALS

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a multi-family residential development to be known as “Reserves at Prairie Ridge” (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 Phase 1 of Prairie Trails Partners, LLC Project, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of multi-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Finney County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

City—means the City of Garden City, Kansas

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

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

Developer—means Prairie Trails Partners II, LLC, a Kansas limited liability corporation, with its principal place of business in Overland Park, Kansas or its permitted successors or assigns in interest.

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

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

Development Project—means quality 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. 2433-2011 on September 20, 2011, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an 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 December 12, 2011, 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.

a. In conjunction with the Development Project, the parties acknowledge that Prairie Trails Partners II, LLC has applied for low-income housing tax credits

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 FINANING 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 2014 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:
Prairie Trails Partners II, LLC
6240 W. 135th St. Suite 200
Overland Park, KS 66223
Attention: Brett Johnson
Phone: (913) 396-6310
Fax: (913) 396-6312

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 ANAD 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: August 6, 2013

ATTEST: (SEAL)

Celyn N. Hurtado, City Clerk

PRAIRIE TRAILS PARTNERS II, LLC

By: _____
Brett Johnson

Dated:

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

- Exhibit A Property Description
- Exhibit B Map of Rural Housing Incentive District Boundaries for the Reserves at Prairie Trails Partners, LLC Project
- Exhibit C The Reserves at Prairie Ridge Site Development Plan
- Exhibit D Eligible costs for the Reserves at Prairie Trails Partners, LLC Project
- Exhibit E Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

A PORTION OF LOT 2, BLOCK 1, RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF N 89°13'20" W A DISTANCE OF 224.29 FEET; THENCE N 00°00'00" E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 365.18 FEET; THENCE N 90°00'00" E A DISTANCE OF 79.84 FEET; THENCE N 00°00'00" E A DISTANCE OF 28.09 FEET; THENCE N 90°00'00" E A DISTANCE OF 203.00 FEET; THENCE N 00°00'00" E A DISTANCE OF 71.43 FEET; THENCE N 90°00'00" E A DISTANCE OF 197.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S 00°00'00" W ALONG SAID EAST LINE, A DISTANCE OF 34.61 FEET; THENCE S 90°00'00" W A DISTANCE OF 140.16 FEET; THENCE S 00°00'00" W A DISTANCE OF 83.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 56.98 FEET; THENCE S 00°00'00" W A DISTANCE OF 56.10 FEET; THENCE S 90°00'00" W A DISTANCE OF 246.97 FEET; THENCE S 00°00'00" W A DISTANCE OF 155.80 FEET; THENCE N 90°00'00" E A DISTANCE OF 188.42 FEET; THENCE S 00°00'00" W A DISTANCE OF 138.23 FEET TO THE POINT OF BEGINNING. CONTAINS 1.71 ACRES, MORE OR LESS.

END OF DESCRIPTION.

EXHIBIT B

**MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE PRAIRIE TRAILS PARTNERS, LLC
PROJECT**



Reserves at Prairie Ridge Phase II Map

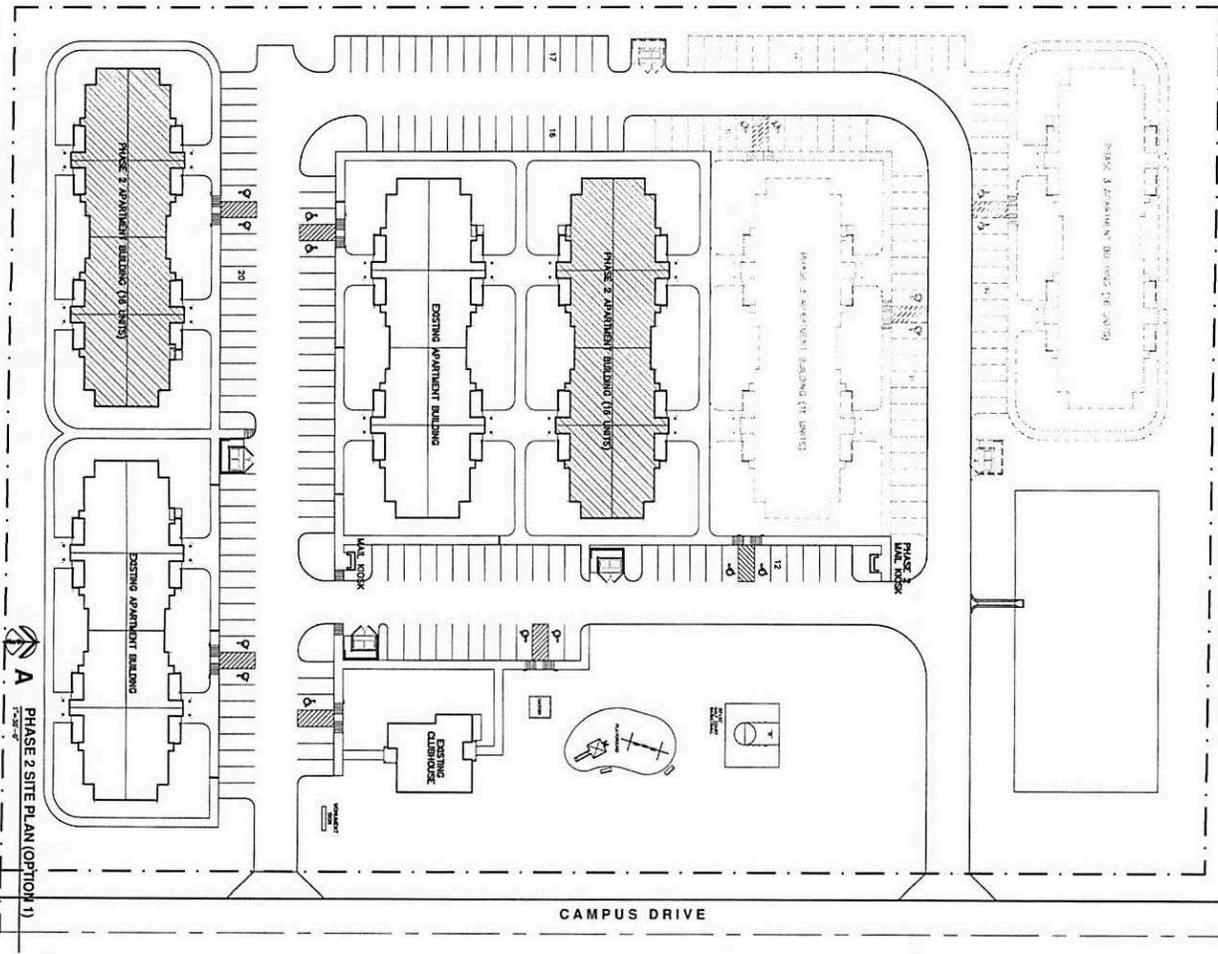
0 70 140 280 Feet



EXHIBIT C

THE RESERVES AT PRAIRIE TRAILS PARTNERS, LLC SITE DEVELOPMENT PLAN

| | | |
|--|--|--|
| PHASE 1 CLUBHOUSE 1,714 SF / 2500 SF 22 UNITS 22 = 44 STALLS TOTAL PROVIDED PARKING 70 STALLS | PHASE 2 CLUBHOUSE 1,714 SF / 2500 SF 22 UNITS 22 = 44 STALLS TOTAL PROVIDED PARKING 70 STALLS | PHASE 3 CLUBHOUSE 1,714 SF / 2500 SF 22 UNITS 22 = 44 STALLS TOTAL PROVIDED PARKING 70 STALLS |
| TOTAL REQUIRED PARKING 184 STALLS | TOTAL PROVIDED PARKING 184 STALLS | TOTAL PROVIDED PARKING 184 STALLS |



A PHASE 2 SITE PLAN (OPTION 1)

COPYRIGHTED ©
A1.1
 PRELIMINARY
 DRAWING
 NOT FOR CONSTRUCTION

THE RESERVES AT PRAIRIE RIDGE
 NEW APARTMENT COMPLEX
 GARDEN CITY, KANSAS

JGR
JONES GILLAM RENZ
 Architects Planners & Designers
 750 N. Main, P.O. Box 2108, Topeka, KS 67402
 (785) 827-0386 • (785) 827-0392 Fax
 jgr@jgprchitects.com

EXHIBIT D

ELIGIBLE COSTS FOR
THE RESERVES AT PRAIRIE TRAILS PARTNERS, LLC PROJECT

The Reserves at Prairie Ridge Site Work Estimates:

| Garden City II Site Work Estimates | |
|---|---------------------|
| Haul Off-Dem-Dump Fees | \$14,834.93 |
| Construction Staking | \$12,814.00 |
| Earthwork | \$95,400.00 |
| Erosion Control | \$3,000.00 |
| Dirt Testing | \$6,491.52 |
| Concrete Testing | \$3,606.40 |
| Trucks & Fuel | \$13,260.62 |
| Excavation Equipment Rental | \$25,980.00 |
| Temite Control | \$3,000.00 |
| Pavement Marking | \$2,000.00 |
| Power Transmission and Dist. | \$21,000.00 |
| Concrete Paving | \$173,250.00 |
| Concrete Walks | \$32,625.00 |
| Water Tap Fees | \$6,000.00 |
| Water Distribution | \$21,000.00 |
| Sanitary Sewage | \$22,625.00 |
| Sewer Connect Fees | \$150.00 |
| Irrigation | \$12,800.00 |
| Landscaping | \$56,000.00 |
| Footing & Foundation Sub | \$216,650.00 |
| Land | \$140,000.00 |
| Total | \$882,487.47 |

*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 Prairie Trails Partners II, LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of August ___, 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: _____

PRAIRIE TRAILS PARTNERS II, 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 (PRAIRIE TRAILS PARTNERS, LLC PROJECT)

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

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

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis updated August, 2012 (the Analysis), 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. 2442-2011 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 December 12, 2011, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the "District"); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed 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 August 6, 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. 2532-2013 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 February 7, 2012, and provided for notice of such public hearing as provided in the Act: and

WHEREAS, a public hearing was held on August 6, 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 August 6, 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 PORTION OF LOT 2, BLOCK 1, RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF N 89°13'20" W A DISTANCE OF 224.29 FEET; THENCE N 00°00'00" E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 365.18 FEET; THENCE N 90°00'00" E A DISTANCE OF 79.84 FEET; THENCE N 00°00'00" E A DISTANCE OF 28.09 FEET; THENCE N 90°00'00" E A DISTANCE OF 203.00 FEET; THENCE N 00°00'00" E A DISTANCE OF 71.43 FEET; THENCE N 90°00'00" E A DISTANCE OF 197.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S 00°00'00" W ALONG SAID EAST LINE, A DISTANCE OF 34.61 FEET; THENCE S 90°00'00" W A DISTANCE OF 140.16 FEET; THENCE S 00°00'00" W A DISTANCE OF 83.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 56.98 FEET; THENCE S 00°00'00" W A DISTANCE OF 56.10 FEET; THENCE S 90°00'00" W A DISTANCE OF 246.97 FEET; THENCE S 00°00'00" W A DISTANCE OF 155.80 FEET; THENCE N 90°00'00" E A DISTANCE OF 188.42 FEET; THENCE S 00°00'00" W A DISTANCE OF 138.23 FEET TO THE POINT OF BEGINNING. CONTAINS 1.71 ACRES, MORE OR LESS.

The boundaries of the District do not contain any property not referenced in Resolution No. 2532-2013, which provided notice of public hearing on the creation of the District and adoption of the Plan.

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

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on August 6, 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 August 6, 2013.

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado,
Acting City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor

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:

- 503 N. Taylor Avenue- box spring, scrap wood and trash/debris on property*
- 510 St. John Street- couch, chair, plastic buckets, cabinet with sink, misc. scrap wood on property*
- 305 W. Mary Street- Miscellaneous furniture, couches, chairs, mattresses, bed frames on property*
- 1410 A Street- scrap wood, scrap iron, plastic buckets/tubs, misc. furniture, trash & debris on property*
- 631 Briar Hill Drive- dirty standing water in swimming pool and deteriorated swimming pool liner on property*
- 302 N. Fifth Street-scrap wood & metal, tires, plastic buckets/tubs/containers, misc. furniture, trash/debris 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 6th day of August, 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK



302 N. Fifth Street



510 St. John Street



631 Briar Hill Drive



1410 A Street



305 W. Mary Street





RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

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

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

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

1410 A Street – Inoperable and/or unregistered black Ford Mustang

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 6th day of August 2013.

Dan Franhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

1410 A Street





MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: August 6, 2013

RE: Western Area Power Administration

ISSUE:

The Western Area Power Administration (WAPA) provides Garden City a portion of its electrical power needs. The Kansas Municipal Energy Agency (KMEA) power supply package to Garden City will commence January 1, 2014. WAPA requires that the attached resolution be approved by the Governing Body advising WAPA that effective October 1, 2013 KMEA is authorized to direct Garden City's WAPA allocation to KMEA.

BACKGROUND:

On March 22, 2012 the City of Garden City notified the Sunflower Electric Corporation that effective October 1, 2013 it was terminating its "WAPA Allocation" agreement with Sunflower Electric Corporation. Sunflower Electric Corporation acknowledged receipt of this termination on March, 27, 2012. (Attached)

ALTERNATIVES:

1. Approve the resolution and contract with KMEA for delivery of WAPA power to Garden City.
2. Do not approve the resolution and contract with KMEA for delivery of WAPA power to Garden City.

RECOMMENDATION:

Staff recommends approval of the resolution and contract with KMEA for the delivery of the WAPA power to Garden City authorizing the Mayor to sign.

FISCAL NOTE:

The WAPA power makes up a 2.3 MW portion of Garden City's approximate 68 MW load and is the least expensive purchase of Garden City's power supply portfolio.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING THE EXECUTION OF A HYDRO POWER POOLING CONTRACT (LAO POWER PROJECT) BETWEEN THE CITY OF GARDEN CITY, KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY (KMEA) RELATING TO THE PURCHASE OF ELECTRICITY BY THE CITY FROM THE KMEA FOR SALE OR USE BY THE CITY.

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

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

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

WHEREAS, the Western Area Power Administration ("Western") is an agency of the United States Department of Energy ("DOE") and has made an allocation of hydroelectric power and energy to the City. The administrator of Garden City's Western allocation is Sunflower Electric Power Corporation. Effective October 1, 2013 Garden City is requesting that KMEA become the administrator of Garden City's Western allocation; and

WHEREAS, KMEA has negotiated a Power Sales Contract, with Western (the "Western Agreement"), under which KMEA will coordinate and pool the Hydro Entitlements of the Participants to hydroelectric power and energy from reservoir projects, constructed and operated by the United States Bureau of Reclamation, as such power and energy become available; and

WHEREAS, the City desires to enter into a Hydro Power Pooling Contract (LAO Power Project) (the "Hydro Pooling Agreement") dated as of October 1, 2013 with KMEA relating to the City's purchase of electricity from KMEA during the period October 1, 2013 through September 30, 2024 (the "Term") in substantially the form presented to the governing body on this date; and

WHEREAS, KMEA has or will contract with certain transmission providers (the "Transmission Providers") or successors to arrange for delivery of capacity and energy to the City; and

WHEREAS, the Hydro Pooling Agreement, all other Hydro Pooling Agreements, the Western Agreement and any agreements with Transmission Providers collectively comprise the KMEA-Western Power Sales Project; and

WHEREAS, by execution of the Hydro Pooling Agreement, the City will participate in the KMEA-Western Power Sales Project;

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

Section 1. The terms contained in the Hydro Pooling Agreement are hereby approved.

Section 2. The Mayor and City Clerk of the City of Garden City, Kansas, are hereby authorized to execute the Hydro Pooling Agreement in substantially the form presented herewith, and to execute any and all other documents or certificates necessary for the City to participate in the KMEA-Western Power Sales Project.

Section 3. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City and SIGNED by the Mayor this ____ day of August, 2013.

(SEAL)

Mayor

ATTEST:

City Clerk



March 22, 2012

[By Federal Express]

Stuart S. Lowry
President and Chief Executive Officer
Sunflower Electric Power Corporation
301 W. 13th Street – P.O. Box 1020
Hays, KS 67601-1020

Re: Notice of Termination of August 17, 2004 Letter Agreement with Garden City for Delivery of WAPA Allocation

CITY COMMISSION

JOHN DOLL,

Mayor

ROY CESSNA

DAVID D. CRASE

DAN FANKHAUSER

CHRIS LAW

Dear Mr. Lowry:

By Letter Agreement dated August 17, 2004, Garden City, Kansas ("City") agreed to assign its Post-2004 LAP Allocation of firm energy from the Western Area Power Administration ("WAPA Allocation") to Sunflower Electric Power Corporation ("Sunflower"). Sunflower, in turn, agreed to provide a credit to the City on its regular monthly power billing that recognized the benefit of aggregating the City's WAPA Allocation with Sunflower's WAPA Allocation.

Pursuant to the terms of the Letter Agreement, the City hereby gives this written notice of termination of the Letter Agreement, to take effect at the conclusion of the contract year ending September 30, 2013.

Two copies of this notice of termination letter are provided. Please acknowledge receipt by signing one copy in the space provided below, and return that copy to me. The other copy is for your records. I am also providing a copy of this letter to Wheatland Electric Cooperative, Inc.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Sincerely,

Mike Muirhead
Public Utilities Director
Garden City, KS

Acknowledged: *Stuart S. Lowry* Date: 3/27/12

Title: Stuart S. Lowry, President and CEO

cc: Bruce Mueller
General Manager
Wheatland Electric Cooperative, Inc.
101 South Main Street
Scott City, KS 67871

Randall Grisell, City Counselor
Matthew Allen, City Manager

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



SUNFLOWER ELECTRIC POWER CORPORATION

A Touchstone Energy® Cooperative 

... energy done right

March 27, 2012

Via US Mail

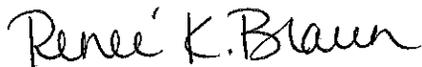
Mike Muirhead
Public Utilities Director
City of Garden City
P.O. Box 998
Garden City, Kansas 67846-0998

Re: August 17, 2004 Letter Agreement with Garden City for
Delivery of WAPA Allocation

Dear Mr. Muirhead:

Pursuant to your letter of March 22, 2012, please find enclosed the Notice of Termination which has been acknowledged by Sunflower Electric Power Corporation. We have retained an original for our records.

Sincerely,



Renee K. Braun
Corporate Paralegal, Supervisor

Encl. 1

- c. Bruce Mueller, Wheatland Electric Cooperative, Inc. (w/enclosure)
Sunflower Records

HYDRO POWER POOLING CONTRACT
(LAO POWER PROJECT)

BETWEEN

KANSAS MUNICIPAL ENERGY AGENCY

AND

CITY OF GARDEN CITY, KANSAS

DATED AS OF OCTOBER 1, 2013

TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u> | <u>Page</u> |
|----------------|--|-------------|
| 1 | Definitions | 2 |
| 2 | Effective Date; Termination | 6 |
| 3 | Delivery Points | 6 |
| 4 | Pooling of Hydro Entitlements | 6 |
| 5 | Scheduling Agent and Area Coordinators | 9 |
| 6 | Rates and Charges | 9 |
| 7 | Payment of Bills | 11 |
| 8 | Default in Payment by a Participant | 12 |
| 9 | Other Default | 13 |
| 10 | Uncontrollable Force | 13 |
| 11 | Records and Accounts | 14 |
| 12 | Information | 14 |
| 13 | Amendment | 14 |
| 14 | Relationship to, and Compliance with Other Instruments | 15 |
| 15 | Assignment | 15 |
| 16 | Notices | 16 |
| 17 | Waivers | 16 |
| 18 | Severability | 16 |
| 19 | Applicable Law | 16 |
| | Execution Signatures | 17 |

Exhibit A - Participants' Hydro Entitlement

Exhibit B - Class A Participants' Combined Hydro Entitlements

Exhibit C - Formula to Allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Exhibit D - Power Sales Contract between the United States Department of Energy, Western Area Power Administration (LAO Power Project) and KMEA for firm electric service, dated as of September 24, 1987

Exhibit E - Schedule of payments and cash flow under this Pooling Contract and the other related contracts, including the Power Sales Contract and any firm transmission service contract

Exhibit F - Delivery Points

HYDRO POWER POOLING CONTRACT
(LAO POWER PROJECT)
BETWEEN
KANSAS MUNICIPAL ENERGY AGENCY
AND
CITY OF GARDEN CITY, KANSAS

THIS HYDRO POWER POOLING CONTRACT (LAO POWER PROJECT) is made as of the first day of October, 2013, by and between the KANSAS MUNICIPAL ENERGY AGENCY, a Kansas quasi-municipal corporation, acting as the Participants' agent ("KMEA"), and the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation (the "City").

WITNESSETH:

WHEREAS, pursuant to the Act, as defined herein, KMEA is empowered to make and enter into any contract or agreement necessary or incidental to the performance of its duties and the execution of its powers under the Act, including contracts for the purchase, sale, transmission or exchange of power and other energy with the United States or with other energy systems, either privately, cooperatively or publicly owned; and

WHEREAS, the Western Area Power Administration ("Western") is an agency of the United States Department of Energy ("DOE") and has made an allocation of hydroelectric power and energy to the City pursuant to the hereinafter defined Marketing Plan; and

WHEREAS, KMEA has negotiated the Power Sales Contract, with Western, whereunder KMEA will coordinate and pool the Hydro Entitlements of the Participants to hydroelectric power and energy from reservoir projects, constructed and operated by the United States Bureau of Reclamation, as such power and energy become available; and

WHEREAS, in order to effect deliveries of hydroelectric power and energy from the transmission system of Western to the transmission systems of SEC, MWE, KCPL, WESTAR and MKEC for ultimate use by the Participants, it is necessary to utilize certain transmission facilities owned and operated or controlled by SEC, NPPD or any other Transmission Provider and interconnections established and maintained by SEC,

NPPD or any other Transmission Provider and Western pursuant to a firm transmission service contract in conjunction with the Power Sales Contract, and the hereinafter-defined Pooling Contracts; and

WHEREAS, to implement this administrative, coordinating and pooling process, KMEA has or will enter into a Hydro Power Pooling Contract with each of the Participants, including this Pooling Contract with the City, under the terms of which certain Class A Participants have been provided the opportunity (as illustrated by Exhibit C hereto) to utilize not only their individual Hydro Entitlements but also to share in the Assigned Hydro Entitlements (as defined herein) of the Class B Participants which cannot economically or practically utilize their Hydro Entitlements; and the Class B Participants will, under the terms of their respective Pooling Contracts with KMEA, agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool (as hereinafter defined) and to the use of the Class A Participants in consideration of the creation of the Transmission Development Escrow Fund as hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto mutually contract and agree as follows:

Section 1. Definitions. In addition to the definitions contained in the Power Sales Contract, which are incorporated herein by reference, as used herein and in the Exhibits attached hereto, the terms set forth below shall have the meanings hereinafter given. Except where the context otherwise requires, definitions importing the singular number shall include the plural number and vice versa, and definitions and other terms importing persons shall include firms, associations, corporations, districts, agencies and bodies.

"Act" means K.S.A. 12-885 through K.S.A. 12-8,111, both inclusive, as amended.

"Assigned Hydro Entitlements" means the Hydro Entitlements originally allocated to Class B Participants, and which are temporarily assigned by such Class B Participants to the KMEA Hydro Power Pool.

"Bank" means a trustee bank, authorized to do business in the State of Kansas, as designated by KMEA pursuant to Section 6 hereof.

"Capacity Charge" means, at any given time, the Capacity Charge then specified in Western's Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"City" means the City of Garden City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and which is designated as a Class A Participant hereunder.

"Class A Participants" means certain municipal corporations of Kansas which have Hydro Entitlements and which will utilize such Hydro Entitlements and which may also utilize Assigned Hydro Entitlements assigned by Class B Participants.

"Class B Participants" means certain municipal corporations of Kansas which have Hydro Entitlements which will not be immediately utilized and which may allow such Hydro Entitlements (i.e., the Assigned Hydro Entitlements) to be used by Class A Participants.

"Class C Participants" means Class B Participants which have determined to utilize their Hydro Entitlements pursuant to Section 4(d) hereof.

"Combined Hydro Entitlement" means the sum of a particular Class A Participant's Hydro Entitlement plus its reservation (if any) of a portion of the Assigned Hydro Entitlements of the Class B Participants, as summarized on Exhibit B to this Pooling Contract. Combined Hydro Entitlements are calculated by using the figures and formula set forth on Exhibit C hereto, and adding to the product of the formula the Hydro Entitlement of the Class A Participant.

"Commission" means the Corporation Commission of the State of Kansas.

"Contract Rate of Delivery" means the maximum amount of capacity KMEA is entitled to receive in each Summer Season and each Winter Season as set forth in Section 5 and Exhibits A and D of the Power Sales Contract.

"Contract Year" means the twelve (12) month calendar period from October 1 of any year through September 30 of the subsequent year; provided, however, that the first Contract Year shall begin on the effective date of the Pooling Contracts and the Power Sales Contract, and shall end on the next succeeding September 30.

"Delivery Points" means the locations set forth on Exhibit A to the Power Sales Contract and Exhibit F to this Pooling Contract for transmission to, and use by, the Class A Participants.

"Energy Charge" means, at any given time, the Energy Charge specified in the then-effective Western Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"Hydro Energy" means the allocated hydroelectric energy to be made available by Western and to be purchased and received by KMEA during each Contract Year as set forth on Exhibits A and D to the Power Sales Contract.

"Hydro Entitlements" means the allocations by Western to the individual Participants of hydroelectric power and energy as set forth on Exhibit A and B to this Pooling Contract and made a part hereof.

"Hydro Power" means the sum of the Hydro Entitlements of the Participants as set forth on Exhibits A and B hereto and to which the per-kilowatt Capacity Charge shall apply.

"KCPL" means Kansas City Power & Light Company, its successors and assigns.

"KMEA" means Kansas Municipal Energy Agency, its successors and assigns, acting hereunder as the Participants' agent, in accordance with and pursuant to the Act.

"KMEA Class B Participants Escrow Agreement" means the escrow agreement so designated, dated as of September 30, 1987, as amended from time to time, between the Bank, KMEA and Class B Participants, referred to in Section 6 herein.

"KMEA Hydro Power Pool" means the conglomeration of Class A Participants, Class B Participants and Class C Participants and their respective Hydro Entitlements and Combined Hydro Entitlements and other agreements and obligations under and pursuant to the Pooling Contracts.

"LAO Power Project" means the projects described in the Power Sales Contract and the Pooling Contracts administered by KMEA.

"Long-term firm transmission" means transmission service by a Transmission Provider on a firm basis for a period of one year or longer.

"Marketing Criteria" means the post-1989 General Power Marketing and Allocation Criteria; Pick-Sloan Missouri Basin Program -- Western Division, as set forth in Volume 51, Number 21 of the Federal Register, dated January 31, 1986, as administered by Western's Loveland Area office.

"MKEC" means Mid-Kansas Electric Company, LLC, its successors and assigns.

"Month" means a calendar month.

"Monthly Capacity" means the monthly firm capacity Western is committed to supply and KMEA is entitled to receive under the Power Sales Contract based upon KMEA's seasonal capacity entitlements.

"Monthly Energy" means the quantity of monthly firm energy, expressed in kilowatt hours, Western is committed to supply under the Power Sales Contract based upon KMEA's seasonal energy allocations.

"MWE" means Midwest Energy, Inc., its successors and assigns.

"NPPD" means Nebraska Public Power District, its successors and assigns.

"Participants" means the collective Class A Participants, Class B Participants and Class C Participants, including the City.

"Pooling Contract" means this Hydro Power Pooling Contract (LAO Power Project).

"Pooling Contracts" means the Hydro Power Pooling Contracts (LAO Power Project), including this Pooling Contract, between KMEA and the individual Participants.

"Power Sales Contract" means Contract No. 87-LAO-147 between the United States Department of Energy, Western Area Power Administration (LAO Power Project) and KMEA for firm electric service, dated as of September 24, 1987, as amended attached hereto as *Exhibit D*.

"SEC" means Sunflower Electric Power Corporation, its successors and assigns.

"Support Energy" means non-federal energy purchased from Western on a pass-through cost basis at KMEA's request as set forth in *Section 5.1.1* of the Power Sales Contract.

"Transmission Development Escrow Fund" means that certain escrow fund created pursuant to the KMEA Class B Participants Escrow Agreement.

"Transmission Provider" means any FERC-recognized entity authorized to provide transmission-related services.

"Uncontrollable Force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, any action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, or the occurrence of any disruption in transmission,

either actual or threatened, by a Transmission Provider, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission's Uniform System of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

"WESTAR" means Westar Energy, Inc., its successors and assigns.

"Western" means the Western Area Power Administration of the United States Department of Energy.

"Working Capital Payment" means the total amount required to be paid by Class A Participants under the provisions of Section 6(c) of this Pooling Contract, as may be adjusted from time to time by KMEA, all in accordance with Section 6 of this Pooling Contract.

Section 2. Effective Dates; Termination. In accordance with Section 11 of the Power Sales Contract, each Participant hereby agrees, upon execution hereof, to immediately develop and implement the plan required by Section 11 of the Power Sales Contract and to submit such plan to Western within 12 months of the date of the execution of this Pooling Contract. KMEA agrees to aid with data collection plan formulation and submittal on behalf of the Participants. All other provisions of this Pooling Contract shall become effective as of the date when Hydro Power becomes available under the Power Sales Contract. This Pooling Contract shall continue in force and effect until midnight, September 30, 2024, or for such longer or extended period as shall be mutually agreed, unless otherwise terminated at an earlier date pursuant to Section 8 hereof.

Section 3. Delivery Points.

(a) The nominal Delivery Points for Hydro Power, Hydro Energy and Support Energy sold, delivered and received under the Pooling Contracts shall be as set forth on Exhibit F hereto.

(b) Each Participant understands and agrees that KMEA's obligation under the Pooling Contracts is satisfied with delivery of Hydro Power, Hydro Energy and Support Energy at the Delivery Points, and that the individual Participants are solely responsible for arranging the transmission of such purchased and received power and energy from the Delivery Points to the City's system; provided,

however, the Participants' rights and responsibilities are subject to the provisions of the Power Sales Contract.

Section 4. Pooling of Hydro Entitlements.

(a) The Participants (including the City) agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool. The Class A Participants shall thereafter have, during each Month, contractual rights to receive their original Hydro Entitlements, and shall pay for the same in accordance herewith, and to reserve, receive and pay for the portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), all as set forth on **Exhibit B** hereto and made a part hereof. If any Class A Participant shall thereafter desire to relinquish any Assigned Hydro Entitlements which it is entitled to receive, such Class A Participant shall so notify KMEA, in writing, at least ten (10) months in advance of October 1 of the Contract Year to which such relinquishment is to apply. In the event of any such desired relinquishment by a Class A Participant, KMEA shall first offer to transfer the relinquished part of such Assigned Hydro Entitlement to other Class A Participants (1) based upon the other Class A Participants' Combined Hydro Entitlements, and (2) by utilizing the formula set forth on **Exhibit C** hereto. The Class A Participants which have decided not to reserve, receive and pay for any portions of the Class B Participants' collective Assigned

Hydro Entitlements (and related Hydro Energy), as indicated on **Exhibits B and C** hereto, shall not be eligible to receive such Assigned Hydro Entitlements until after all other Class A Participants decline the initial offer thereof made by KMEA under this subsection (a). Any Assigned Hydro Entitlements which are declined by the eligible Class A Participants shall thereafter be reoffered to all remaining Class A Participants, by using the formula set forth on **Exhibit C** hereto (including the reoffered, relinquished part of any "Total Class B Participants' Allocations"); provided, however, that the "Additional Power Request" (as set forth on **Exhibit C** hereto) of a previously ineligible Class A Participant may not exceed the relinquished part of the Assigned Hydro Entitlement which has been so reoffered to the Class A Participants. Such reoffering shall be repeated until such Assigned Hydro Entitlement has been accepted and reserved in full or until all Class A Participants have declined to take any additional portion of such Assigned Hydro Entitlement. If after such reoffering, Assigned Hydro

Entitlements have not been accepted and reserved in full, KMEA shall thereafter offer such remaining Assigned Hydro Entitlements to any Class C Participants in the same manner set forth above. Notwithstanding any provision contained herein, the Class A Participant desiring to relinquish any Assigned Hydro Entitlements shall remain liable for payment therefor, except that the obligation of such Class A Participant to pay KMEA shall be reduced to the extent that payments shall be received by KMEA for all or any part of such Assigned Hydro Entitlements which are voluntarily accepted by and transferred to other Class A or Class C Participants pursuant to this subsection (a). Further notwithstanding any provision contained herein (including the formula set forth on *Exhibit C* hereto), KMEA may, by consent of all Participants, transfer any relinquished part of the Assigned Hydro Entitlement in a manner other than as provided herein.

(b) The Assigned Hydro Entitlements which have been transferred to other Class A Participants pursuant to subsection (a) above shall become a part of and shall be added to the Combined Hydro Entitlement of each Class A Participant accepting such Assigned Hydro Entitlement.

(c) The parties hereto expressly understand that, pursuant to the Power Sales Contract, Western has the sole right to allocate, reduce, reallocate or otherwise transfer, assign or dispose of any and all quantities of Hydro Power and Hydro Energy made available to KMEA, acting as agent for the Participants, including Combined Hydro Entitlements of Class A Participants which are unable to arrange transmission from the Delivery Points to the Participant's system.

(d) In the event that a Class B Participant desires to utilize its Hydro Entitlement (which it has theretofore temporarily assigned to the KMEA Hydro Power Pool as set forth herein), such Class B Participant shall so notify KMEA, in writing, at least thirty-six (36) months in advance of the date (which shall be the first day of a Month) to which such desired utilization is to apply. Such Participant shall thereupon be deemed a Class C Participant for purposes of this Pooling Contract. Any reduction in the Class A Participants' Combined Hydro Entitlements, resulting from a Class B Participant's utilization, as set forth in this subsection, shall be determined and applied to the Class A Participants pro rata by utilizing the formula set forth on *Exhibit C* hereto. Such Class C Participant, upon

notification from KMEA, shall be obligated to make payments as specified in Section 6(a) and (c) of its Pooling Contract.

(e) Western will provide to the extent it is able to do so, at KMEA's request, Support Energy on a pass-through basis in accordance with Section 5 of the Power Sales Contract. In order to be eligible for such Support Energy, Class A and Class C Participants shall notify KMEA of their respective intentions to purchase Support Energy and shall, if required by KMEA, enter into a written agreement therefor, provided, that such Class A and Class C Participant's purchase of Support Energy, together with such Class A and Class C Participant's purchase of Hydro Energy shall not exceed such Class A and Class C Participant's Combined Hydro Entitlement in any single hour period.

Section 5. Scheduling Agent.

(a) KMEA shall act as Scheduling Agent in scheduling the quantities of Hydro Energy and Support Energy purchased by KMEA on behalf of the Participants during each Contract Year.

Section 6. Rates and Charges.

(a) The rates to be paid by the Class A Participants for Hydro Power, Hydro Energy and Support Energy shall consist of the Capacity Charge, the Energy Charge and any other applicable charges specified in, and assessed by Western against KMEA on behalf of the Participants pursuant to, Western's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Power. The quantities of Hydro Energy and Support Energy (if any) furnished to any Class A Participant under its Pooling Contract during any Month shall, for billing purposes, be considered to be the quantities of Hydro Energy and Support Energy (if any) scheduled by KMEA at the Delivery Points under such Pooling Contract during such Month. KMEA shall provide to all Participants timely notification of any revisions in such rates and/or terms and conditions of Western in providing such services, by mailing a copy of the revised Western Rate Schedule to each Participant. KMEA shall appoint the Bank, in accordance with the terms hereof, which shall be a corporation with trust powers authorized to do business in the State of Kansas, and organized under the banking laws of the United States or the State of Kansas and shall have at the time of appointment capital and surplus of not less than \$5,000,000.

The Bank may resign or may be removed by KMEA in the same manner and subject to the provisions

relating to the Escrow Trustee as set forth in Section 15 of the KMEA Class B Participants Escrow Agreement.

(b) Each Class A Participant shall be required to pay each Month, beginning in October, 2013, (1) a monthly assessment based on the annual budgeted administrative expenses of KMEA attributed to the LAO Power Project (subject to change in accordance with KMEA's subsequent overall annual budgets during the term of the Pooling Contracts), based upon each Class A Participant's Combined Hydro Entitlement, plus (2) a ten percent (10%) surcharge on the Assigned Hydro Entitlements received by such Class A Participant, plus (3) any other related transmission costs, study costs, fees and security deposits. The schedule of payments and cash flow under the Pooling Contracts and the other related contracts, including the Power Sales Contract and any firm transmission service contract, are set forth on Exhibit E hereto.

(c) Each Class A Participant shall pay its respective Working Capital Payment, commencing on or before September 30, 2014, or as notified by KMEA, taking into account all items specified in subsections (a) and (b) of this Section 6. In computing such Working Capital Payment, the amount of Hydro Power shall be determined by reference to the Class A Participant's Combined Hydro Entitlement; the amount of Hydro Energy shall be determined by using the maximum Monthly delivery rate set forth in Exhibit C hereto; the amount of Support Energy shall be an estimated maximum delivery rate as determined by KMEA; and the administrative expenses shall be in accordance with subsection (b) of this Section 6. The Working Capital Payments by the Class A Participants, as required by this Section 6(c), shall be made into a separate trust account, designated as the KMEA LAO Power Project Account at the Bank; to be established by KMEA prior to the date when payments into such trust account become due, and such moneys shall constitute and be collectively utilized as cash working capital for the KMEA Hydro Power Pool as may be utilized for any lawful purpose contemplated in the LAO Power Project. Any investment income earned by the Bank on such cash working capital and any funds remaining in the KMEA LAO Power Project Account shall be annually credited pro rata to the Class A Participants based upon the respective ratios which each Class A Participant's contribution to such cash working capital bears to the total contributions thereto of all

Class A Participants. KMEA may adjust the amount of Working Capital Payments from time to time to reflect any lawful costs of KMEA and shall notify Class A Participants of any such adjustment no later than twenty (20) days before such adjusted Working Capital Payment is due.

(d) KMEA shall charge the Transmission Development Escrow Fund: (1) an annual administrative assessment in an amount based on KMEA's annual budget requirements; plus (2) all administrative expenses incurred in connection with the administration of the KMEA Class B Participants Escrow Agreement. Such charges may include advances made by KMEA to establish and maintain the Transmission Development Escrow Fund prior to the initial deposit of moneys into said Transmission Development Escrow Fund.

(e) KMEA shall transfer, on an annual calendar year basis, within thirty (30) days after completion of KMEA's annual audit as required by Section 11 hereof, an amount consisting of the 10% surcharge specified in subsection (b)(2) above, plus any and all investment income thereon, and such amount shall be deposited in the Transmission Development Escrow Fund and shall be administered in accordance with the terms and provisions of the KMEA Class B Participants Escrow Agreement.

Section 7. Payment of Bills.

(a) KMEA has established a Monthly schedule of billing which is based on and coordinated with the scheduling and delivery of, and billing by Western for, Hydro Power, Hydro Energy and Support Energy under the Power Sales Contract. The City shall pay for Hydro Power, Hydro Energy and Support Energy (if the City is a Class A Participant) and for other services furnished hereunder at the Bank within twenty (20) days after the bill therefor is mailed to the City; provided, however, that, if said payment due date is a Sunday or a legal holiday in the State of Kansas, the next following business day shall be the day on which such payment shall be due.

(b) KMEA shall collect reasonable and legally permissible delinquency and default charges, and shall devise and maintain a system of accounts and credits which will ensure that no Participant directly or indirectly derives a benefit from its own subsequent payment of a delinquent or defaulted amount. Remittances received by mail will be accepted without assessment of any late

payment charge if the postmark indicates that the payment was mailed on or before the twentieth (20th) day after the date the bill was mailed.

(c) In the event that the City desires to dispute all or any part of a bill, the City shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify KMEA in writing of the ground(s) on which any amount in the bill is disputed and the total amount in dispute. The City will not be entitled to any adjustment on account of any disputed amount which is not brought to the attention of KMEA in the manner herein specified. Any proper adjustment shall be made for the time period for which it can be established that a billing error took place, but in no event shall the adjustment period extend beyond sixty (60) days prior to the date of the disputed bill.

Section 8. Default in Payment by a Participant.

(a) KMEA may, whenever any amount due from any Participant remains unpaid after the due date, take any steps available to it under applicable law to collect such amount.

(b) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) days after the due date, suspend the delivery of such Class A Participant's Assigned Hydro Entitlement until the amount due has been paid. During any such suspension, KMEA shall be entitled, and is hereby given the right, to offer pro rata (based upon Combined Hydro Entitlements) and dispose of such Class A Participant's Assigned Hydro Entitlement to the other nondefaulting Class A and Class C Participants, provided, however, that Class C Participants shall not be eligible to receive such Assigned Hydro Entitlements unless all other nondefaulting Class A Participants have theretofore refused such Assigned Hydro Entitlements. If all of the nondefaulting Class A and Class C Participants refuse such Assigned Hydro Entitlements, KMEA, in its sole discretion, may either (1) request Western to accept such Assigned Hydro Entitlements, or (2) require any or all of the nondefaulting Class A Participants to receive such Assigned Hydro Entitlements, up to such Participants' respective load limits.

(c) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) or more days after the due date, and after giving ten (10) days' advance notice in writing of its intention to do so, terminate the Class A Participant's right to its Assigned Hydro Entitlement, provided,

however, that if such default is remedied within such ten (10) day notice period, the Class A Participant's right to its Assigned Hydro Entitlement shall not be terminated. If such Class A Participant fails to fully remedy such default and to otherwise pay all amounts due hereunder, as determined by KMEA, such Class A Participant shall be deemed to be in default hereunder and this Pooling Contract shall be terminated. Upon such termination, such Class A Participant's Hydro Entitlement shall revert to Western and such Class A Participant's further entitlements, if any, shall be subject to action by Western, all in accordance with Section 5.6 of the Power Sales Contract.

(d) Nothing herein shall be construed to relieve any Class A Participant from liability for payment for Hydro Power, Hydro Energy, Support Energy, or other services furnished hereunder.

(e) Upon any default by any Participant hereunder, KMEA shall promptly notify Western in writing of such default.

Section 9. Other Default. In the event of any default by KMEA or the City under any covenant, agreement or obligation of this Pooling Contract, the other party may bring any suit, action or proceeding, at law or in equity, including mandamus, injunction and action for specific performance, or may file a complaint with the Commission, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Pooling Contract against the defaulting party; provided, however, that in no event shall the City be entitled to institute any action for, or to directly or indirectly recover, any damages from KMEA.

Section 10. Uncontrollable Force. If, by reason of any Uncontrollable Force, either of the parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this Pooling Contract, other than the obligations of the City to make the payments required under the terms of this Pooling Contract, then, if such party shall give notice and the full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event or cause specified, the obligation of the party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 11. Records and Accounts. KMEA shall keep accurate records and accounts of KMEA Hydro Power Pool operations in accordance with, or so as to permit conversion to, the Uniform System of Accounts.

The City shall have the right, at any reasonable time, to examine such accounts at the principal office of KMEA. KMEA shall cause such accounts to be audited annually by a firm of independent certified public accountants, and shall supply copies of such audits to the City. KMEA shall keep a record of the Participants as set forth on Exhibit A hereto, and shall modify all other Exhibits attached hereto as needed and provide written copies of such modifications to the Participants and to Western. All parties hereto expressly agree that such modifications, resulting from changes in the designation of any Participant, shall not require the consent of all parties hereto, and shall not alter or amend the provisions hereof, provided, however, that KMEA may nonetheless require any Participant whose designation has changed to execute appropriate written instruments which may, inter alia, confirm such changes in Participant designation and ratify the provisions hereof.

Section 12. Information. KMEA and the City will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Pooling Contract, plus furnishing information requested by Western, and information required by the Marketing Criteria, and as may be otherwise reasonably necessary in the conduct of the operations of the party requesting such information.

Section 13. Amendment. Except as expressly provided herein, neither this Pooling Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing executed by each party to this Pooling Contract. KMEA may not amend the terms of any Pooling Contract without the express written consent of a majority of the Participants. The parties hereto agree to submit any proposed amendments or supplements to Western, which shall review such amendments or supplements for consistency with its Marketing Criteria and Reclamation laws.

Section 14. Relationship to and Compliance with Other Instruments.

(a) It is recognized by the parties hereto that KMEA must comply with the requirements of the Power Sales Contract, any firm transmission service contract, and of all necessary licenses, permits and regulatory approvals (including those of the Commission), and it is therefore agreed that this Pooling Contract is made subject to the terms and provisions of the Power Sales Contract, any firm transmission service contract, and all such licenses, permits and regulatory approvals. In this regard, and in recognition of the national and Western goals (1) to conserve and to promote conservation of domestic fossil fuels, (2) to reduce fuel imports, and (3) to develop solar and other renewal energy resources, KMEA has agreed under the terms of the Power Sales Contract, and the City hereby expressly agrees under this Pooling Contract to comply with the terms, conditions and provisions of the Power Sales Contract and the Marketing Criteria, as from time to time requested by Western, with respect to the parties' conservation activities.

(b) It is further the intent of KMEA and the Participants that the provisions of the Pooling Contracts be fully consistent with those of the Power Sales Contract and any firm transmission service contract; therefore, in the event of any inconsistency between the Pooling Contracts and any or all of the Power Sales Contract or any firm transmission service contract, the provisions of the Power Sales Contract or such firm transmission service contract shall be controlling.

(c) It is further expressly understood by the parties hereto that KMEA is acting hereunder, and with respect to the LAO Power Project, as the Participants' agent, in accordance with and subject to the provisions, conditions and limitations of the Act.

Section 15. Assignment. This Pooling Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto; provided, however, that neither this Pooling Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent, in writing, (a) of the other party hereto, which consent shall not be unreasonably withheld, and (b) if and as necessary, of Western.

Section 16. Notices. Any notice, demand or request, required or authorized to be given by this Pooling Contract, shall be properly given if mailed, postage prepaid, to: (a) KMEA at 6300 West 95th Street, Overland

Park, KS 66212, Attention: General Manager, and (b) to the City at: 301 N 8th Street, Garden City, Kansas 67846, Attention: City Clerk. The foregoing addresses may be changed by similar notice at any time.

Section 17. Waivers.

(a) Any waiver at any time by either party hereto of its rights with respect to a default or any matter arising in connection with this Pooling Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

(b) The failure of either party hereto to enforce, at any time, any of the provisions of this Pooling Contract, or to require at any time performance by the other party hereto of any of the provisions hereof, shall not be construed to be a waiver of such provisions or in any way to affect the validity of this Pooling Contract, or the right of such party thereafter to enforce each and every provision hereof.

Section 18. Severability. In the event that any of the terms, covenants or conditions of this Pooling Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person(s) or circumstance(s) by any court having jurisdiction, the remainder of this Pooling Contract and the application of its terms, covenants or conditions to such person(s) or circumstance(s) shall not be affected thereby.

Section 19. Applicable Law. This Pooling Contract shall be governed by, and be construed in accordance with, the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Hydro Power Pooling Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

KANSAS MUNICIPAL ENERGY AGENCY

(SEAL)

By _____
Greg Dumars, President

ATTEST:

By _____
Duane Banks, Secretary

CITY OF GARDEN CITY, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

Exhibit A

Garden City's Hydro Entitlement

Summer CROD (Demand): 2,305 kW

Winter CROD (Demand): 1,936 kW

Summer Energy: 3,715,607 kWh

Winter Energy: 2,824,625 kWh

| | <u>MONTHLY</u> <u>ENERGY</u> | <u>PERCENT OF</u> <u>SEASONAL</u> <u>ENERGY</u> |
|-------------------------------|---------------------------------|---|
| <u>Winter Season</u> | (kWh) | (%) |
| October | 477,362 | 16.9 |
| November | 477,362 | 16.9 |
| December | 522,556 | 18.5 |
| January | 508,433 | 18.0 |
| February | 401,097 | 14.2 |
| March | <u>437,817</u> | <u>15.5</u> |
| TOTAL WINTER SEASONAL ENERGY: | 2,824,625 | 100.0 |

| | <u>MONTHLY</u> <u>ENERGY</u> | <u>PERCENT OF</u> <u>SEASONAL</u> <u>ENERGY</u> |
|-------------------------------|---------------------------------|---|
| <u>Summer Season</u> | (kWh) | (%) |
| April | 542,479 | 14.6 |
| May | 568,488 | 15.3 |
| June | 653,947 | 17.6 |
| July | 817,434 | 22.0 |
| August | 653,947 | 17.6 |
| September | <u>479,313</u> | <u>12.9</u> |
| TOTAL SUMMER SEASONAL ENERGY: | 3,715,607 | 100.0 |

| <u>Winter Season</u> | <u>MONTHLY CAPACITY</u> | <u>PERCENT OF CROD</u> |
|----------------------|-----------------------------|----------------------------|
| | (kW) | (%) |
| October | 1,793 | 92.6 |
| November | 1,766 | 91.2 |
| December | 1,936 | 100.0 |
| January | 1,884 | 97.3 |
| February | 1,750 | 90.4 |
| March | 1,588 | 82.0 |

| <u>Summer Season</u> | <u>MONTHLY CAPACITY</u> | <u>PERCENT OF CROD</u> |
|----------------------|-----------------------------|----------------------------|
| | (kW) | (%) |
| April | 1,904 | 82.6 |
| May | 1,786 | 77.5 |
| June | 2,144 | 93.0 |
| July | 2,305 | 100.0 |
| August | 2,026 | 87.9 |
| September | 1,968 | 85.4 |

Exhibit B

Class A Participants' Combined Hydro Entitlements

| | Summer <u>CROD</u> | Winter <u>CROD</u> | Summer <u>Energy</u> | Winter <u>Energy</u> |
|----------------|-----------------------|-----------------------|-------------------------|-------------------------|
| Ashland | 407 | 304 | 659,909 | 448,012 |
| Belleville | 442 | 288 | 1,495,407 | 1,164,056 |
| Beloit | 1,523 | 1,339 | 2,463,081 | 1,966,220 |
| Cawker City | 176 | 142 | 283,646 | 209,009 |
| Chapman | 157 | 114 | 252,897 | 166,537 |
| Cimarron | 953 | 746 | 1,559,261 | 1,121,710 |
| Colby | 1,677 | 1,585 | 2,712,959 | 2,329,080 |
| Garden City | 2,305 | 1,936 | 3,715,607 | 2,824,625 |
| Glasco | 178 | 139 | 287,504 | 205,137 |
| Glen Elder | 144 | 120 | 232,512 | 176,108 |
| Lincoln | 409 | 166 | 662,803 | 243,842 |
| Lindsborg | 900 | 687 | 1,456,816 | 1,010,203 |
| Lucas | 135 | 113 | 219,005 | 166,431 |
| Mankato | 323 | 287 | 523,875 | 421,886 |
| Norton | 1,208 | 895 | 1,956,572 | 1,314,039 |
| Meade | 308 | 213 | 495,162 | 311,649 |
| Oberlin | 626 | 516 | 1,013,018 | 758,620 |
| Osborne | 569 | 504 | 921,364 | 740,236 |
| Russell | 5,000 | 4,962 | 8,180,803 | 7,464,553 |
| St. Francis | 414 | 393 | 669,557 | 576,707 |
| Sharon Springs | 263 | 264 | 426,433 | 387,051 |
| Stockton | <u>431</u> | <u>360</u> | <u>698,500</u> | <u>529,293</u> |
| Totals | 18,548 | 16,073 | 30,886,691 | 24,535,004 |

Exhibit C

**Formula to Allocate Assigned Hydro Entitlements
of the Class B Participants to the Class A Participants**

Not Applicable to City of Garden City as of October 1, 2013

Exhibit D

**Power Sales Contract between the
United States Department of Energy,
Western Area Power Administration (LAO Power Project)
and KMEA for firm electric service, dated as of September 24, 1987, as amended**

Exhibit E

**Schedule of payments and cash flow under
this Pooling Contract and the other related contracts,
including the Power Sales Contract and any firm transmission service contract**

Exhibit F

Delivery Points

Old Business



Memorandum

To: City Commission
Date: July 30, 2013
From: Staff
RE: SCHULMAN CROSSING PHASE 2

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 499
GARDEN CITY, KS
67846-0499
620.276.1160
FAX 620.276.1169
www.garden-city.org

Issue

The Governing Body and Staff have been working with NCKAN Partners, LLC on Phase 2 of the Schulman Crossing commercial development on the east side of Lareu Road. The Governing Body is asked to consider and approve several items relating to Schulman Crossing Phase 2 and the TIF redevelopment district.

Background

The proposed Phase 2 Schulman Crossing development includes initially 188,500 sq. ft. of retail space, with an additional 36,700 sq. ft. likely to be added before completion of initial project, and two outlot parcels.

Item # 1

On July 18th, the Planning Commission approved the rezoning request and recommended it for approval by the Governing Body. Community Development Director Kentner has provided the Planning Commission recommendation.

Item # 2

On July 18th, the Planning Commission approved the Final Plat and recommended it for approval by the Governing Body. Community Development Director Kentner has provided the Planning Commission recommendation.

Item # 3

On July 2nd, the Governing Body adopted Resolution No. 2533-2013 which scheduled a public hearing at 1:30 p.m. on August 6th, for adoption of the district plan and creation of the TIF district. Copies of the Resolution were sent by certified mail to the Board of County Commissioners, Board of Education, USD 457, and the Board of Trustees, Garden City Community College, and to the current owners in the proposed district.

The public hearing is to receive comment from the public on the advisability of creating the redevelopment district and approving the district plan. On June 20th, the Planning Commission determined that the TIF plan was in compliance with the Comprehensive Plan. After hearing any comments and closing the public hearing the Governing Body will consider the ordinance creating the redevelopment district.



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

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Item # 4

The ordinance finds that under the provisions of K.S.A. 12-1770 *et seq.*, as amended (the “Act”) and the 2012 Redevelopment District created by Ordinance No. 2544-2012, that the Phase 2 Tax Increment Financing Redevelopment Project Plan for Phase 2 of (the “Phase 2 Project Plan”), as presented with this Ordinance and on file in the office of the City Clerk, is adopted and approved.

Bond Counsel Mary Carson has prepared the accompanying Ordinance for Governing Body consideration. Staff recommends Governing Body adoption of the Ordinance.

The Development Agreement between the City and NCKAN Partners, LLC, addressing the implementation of the Phase 2 Project Plan, substantially in the form presented to the Governing Body is approved with adoption of the Ordinance; as such no separate action is required. The Mayor and City Clerk are authorized and directed to execute the Development Agreement with such changes as may be recommended by counsel and approved by the Mayor.

Alternatives

1. Approve Items # 1 and #2, and after the public hearing approve Item #4.
2. Defer action until a later date.
3. Deny the request.

Recommendation

Staff recommends that the Governing Body approve Alternative No 1.

Fiscal Note

Under this TIF funding scenario, the City will issue temporary notes, with permanent financing by a future Bond issue, for infrastructure and other improvements.

STAFF REPORT
GC2013-47: Rezoning from "A" Agricultural to "C-2" General Commercial District &
GC2013-57: Plat Approval of 1510 Lareu Street, Garden City, KS

GENERAL INFORMATION

| | | | |
|-------------------------------|--|----------------------|-------------|
| Date: | June 18, 2013 | Jurisdiction: | Garden City |
| Owner: | Worf Land, LLC | | |
| Applicant: | Schulman Crossing Partners, LLC | | |
| Requested Action: | Rezoning | | |
| Purpose: | Obtain building permits for this commercial development | | |
| Location address: | 1510 Lareu Rd | | |
| Comprehensive Plan: | Proposed land use is consistent with the Garden City Comprehensive Plan | | |
| Sites Existing Zoning: | "A" - Agricultural District | | |
| Surrounding Zoning: | North "C-2" General Commercial South "C-2" General Commercial East "A" Agricultural District and "C-2" General Commercial West "C-2" General Commercial | | |
| Land Area: | Contains 31.99 acres +/- | | |
| Notice Date: | This project was published and noticed by mail as required by code. | | |

COMMENTS & REQUIRED IMPROVEMENTS

1. This property was annexed April 4, 2012.
2. The Applicant is submitting a Plat for Schulman Crossing Phase II for approval. The Plat separates the parcel into two Blocks. The first Block has four (4) lots and the second is all one lot. The Plat dedicates all streets, alleys, and easements as denoted to and for public use for the construction, operation, maintenance, and repairing of public improvements.
3. The owner would like to sell the property for use as the second phase of the Schulman Crossing project and the property is required to be rezoned to "C-2" General Commercial District to allow for the proposed use.
4. The applicant also has submitted a conceptual site plan and is in the process of working with staff on the project, which is phase 2 of the Schulman Crossing commercial center.
5. If the rezoning is approved, the applicant shall submit plans, including a detailed site plan, stamped by an Architect or Engineer registered in the State of Kansas, to be reviewed before any building permits may be issued.
6. The applicant shall comply with all regulations regarding "C-2" General Commercial District in the Garden City Zoning Regulations outlined in Article 15, including but not limited to building height, parking, and signage requirements.

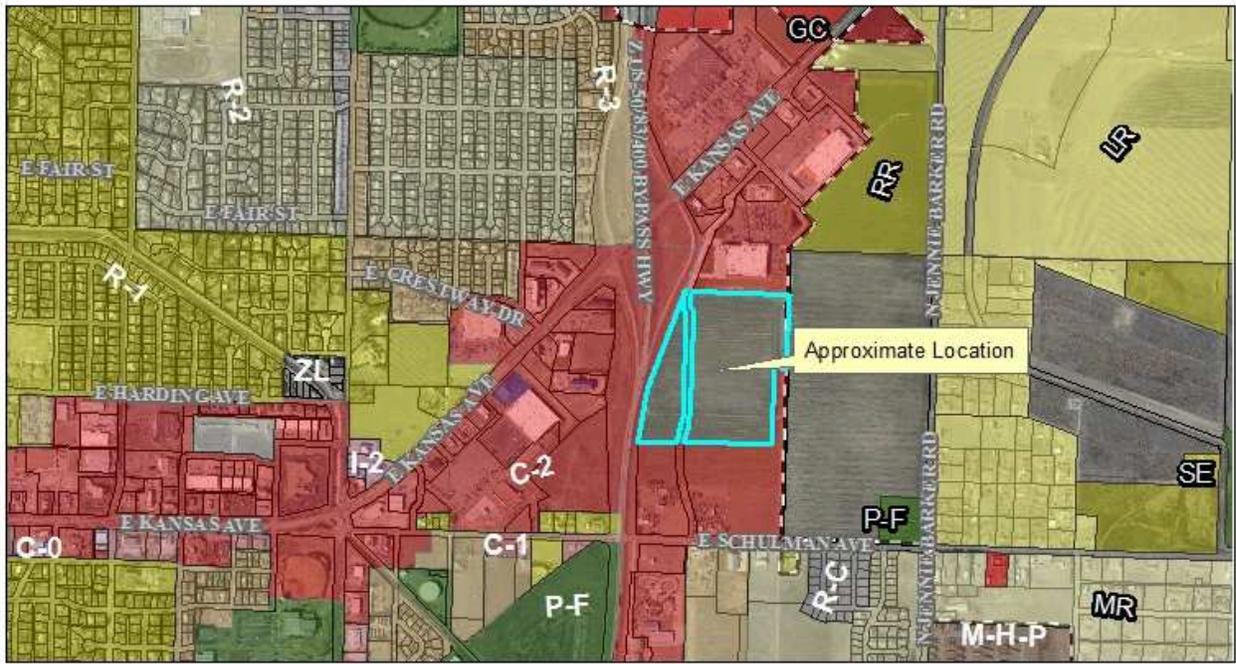
RECOMMENDATION

Staff recommends approval of the rezoning contingent upon the sale of the property and approval of a Development Agreement for the project.

PLANNING COMMISSION RECOMMENDATION: Planning Commission recommended approval of plat and rezoning.

Members Present- 7

| Plat Approval | Rezoning Request |
|----------------------|-------------------------|
| Yea: 7 | Yea: 7 |
| Nay: 0 | Nay: 0 |



Case Number: GC2013-47
 Applicant: City of Garden City
 Address: Approximately 1510 Lareu Rd.
 Request: Rezone from "A" to "C-2"





Looking northeast into the property from Menards. Sam's Club on the background.



Looking southeast into the property from Lareu Rd. Sam's Club on the left.



Looking south onto Lareu Rd. and the adjacent properties. The bypass (Hwy 50/83/400) is on the right.

ORDINANCE NO.

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

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

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

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

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

Beginning at the Southwest corner of 156 Commercial, Phase Four, said Southeast Quarter; thence North 89°50'25" West, 869.90 feet; thence North 70°46'13" West, 60.00 feet to the intersection with the East right-of-way line of US Highway 50/83/400; thence South 20°45'56" West, 942.44 feet along said right-of-way line; thence South 10°45'12" West, 496.45 feet, along said right-of-way line, to the North line of Lot 1, Block 2, Schulman Crossing; thence South 88°38'07" East, 1318.81 feet, along said North line and continuing along the North line of Lot 1, Block 1, Schulman Crossing, to the East line of the West Half of said Southeast Quarter; thence North 01°30'03" East, 1355.81 feet along the East line of the West Half of said Southeast Quarter to the point of beginning, containing 36.05 Acres, more or less.

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

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

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 6th day of August, 2013.

DAN FANKHAUSER, Mayor

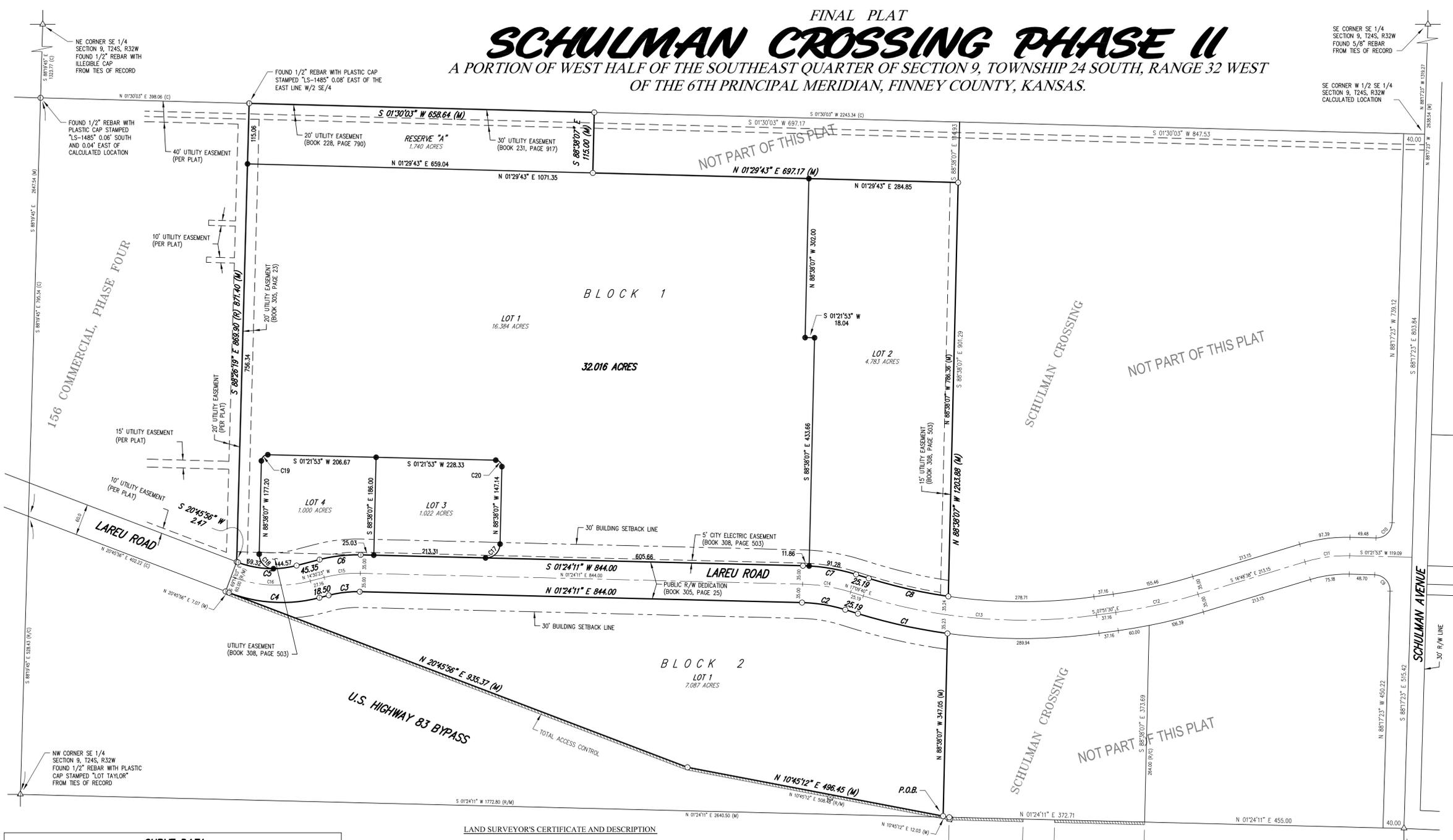
ATTEST:

Celyn N. Hurtado,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor

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



OWNER'S CERTIFICATE AND DEDICATION

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

NCKAN PARTNERS, INC.

(NAME), PRESIDENT

(NAME), SECRETARY

NOTARY CERTIFICATE

STATE OF NORTH CAROLINA)
 COUNTY OF MECKLENBURG) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY (NAME), PRESIDENT AND (NAME), SECRETARY OF NCKAN PARTNERS, INC.

_____, NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

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

JIM HOWARD, CHAIRMAN

KALEB KENTNER, SECRETARY

GOVERNING BODY

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

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

DAN FANKHAUSER, MAYOR

CELYN N. HURTADO, CITY CLERK

REGISTER OF DEEDS

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

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

ULI LAPPIN, REGISTER OF DEEDS

CURVE DATA

| CURVE | RADIUS | DELTA | ARC LENGTH | TANGENT | CHORD BEARING/DISTANCE |
|-------|---------|-----------|------------|---------|------------------------|
| C1 | 1065.00 | 09°25'16" | 175.12 | 87.76 | N 122°27'02" E 174.92 |
| C2 | 305.00 | 15°45'29" | 83.88 | 42.21 | N 09°16'56" E 83.62 |
| C3 | 215.00 | 15°54'34" | 59.70 | 30.04 | N 06°33'06" W 59.51 |
| C4 | 285.00 | 35°16'19" | 175.45 | 90.60 | N 03°07'46" E 172.69 |
| C5 | 185.00 | 35°16'19" | 113.89 | 58.81 | S 03°07'46" W 112.10 |
| C6 | 285.00 | 15°54'34" | 79.14 | 39.82 | S 06°33'06" E 78.88 |
| C7 | 375.00 | 15°45'29" | 103.14 | 51.90 | S 09°16'56" W 102.81 |
| C8 | 995.00 | 08°58'14" | 155.78 | 78.05 | S 12°40'33" W 155.62 |
| C9 | 30.00 | 90°20'44" | 47.31 | 30.18 | N 46°32'15" E 42.55 |
| C10 | 30.00 | 86°39'16" | 46.94 | 29.82 | S 43°27'45" E 42.30 |
| C11 | 272.00 | 18°10'31" | 86.28 | 43.51 | N 07°43'22" W 85.92 |
| C12 | 1030.00 | 08°57'07" | 160.93 | 80.63 | N 12°20'04" W 160.77 |
| C13 | 1030.00 | 25°01'11" | 449.78 | 228.53 | N 04°39'05" E 446.21 |
| C14 | 340.00 | 15°45'29" | 93.51 | 47.05 | N 09°16'56" E 93.22 |
| C15 | 250.00 | 15°54'34" | 69.42 | 34.93 | N 06°33'06" W 69.20 |
| C16 | 250.00 | 35°16'19" | 153.90 | 79.48 | N 03°07'46" E 151.48 |
| C17 | 27.00 | 90°02'18" | 42.42 | 27.02 | N 43°36'58" W 38.20 |
| C18 | 27.00 | 92°04'08" | 43.39 | 27.99 | N 45°19'49" W 38.87 |
| C19 | 12.00 | 90°00'00" | 18.85 | 12.00 | S 43°38'07" W 16.97 |
| C20 | 12.00 | 90°00'00" | 18.85 | 12.00 | S 46°21'53" E 16.97 |

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION

STATE OF KANSAS)
 COUNTY OF FINNEY) SS

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

A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 SOUTH, RANGE 32 WEST OF THE 6TH PRINCIPAL MERIDIAN, FINNEY COUNTY, KANSAS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°24'11" EAST (BASIS OF BEARING IS NAD83 GRID KANSAS SOUTH ZONE) ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 83 BYPASS AND THE WEST LINE OF SCHULMAN CROSSING, A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 SOUTH, RANGE 32 WEST OF THE 6TH PRINCIPAL MERIDIAN, FINNEY COUNTY, KANSAS 867.71 FEET; THENCE NORTH 10°45'12" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 83 BYPASS AND THE WEST LINE OF SAID SCHULMAN CROSSING 12.03 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2 OF SAID SCHULMAN CROSSING FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 10°45'12" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 83 BYPASS 496.45 FEET; THENCE NORTH 20°45'56" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 83 BYPASS 942.44 FEET TO THE SOUTHWEST CORNER OF 156 COMMERCIAL, PHASE FOUR IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 SOUTH, RANGE 32 WEST OF THE 6TH P.M., GARDEN CITY, FINNEY COUNTY, KANSAS; THENCE SOUTH 69°14'03" EAST ALONG THE SOUTH LINE OF SAID 156 COMMERCIAL, PHASE FOUR 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID 156 COMMERCIAL, PHASE FOUR; THENCE SOUTH 88°26'19" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 871.40 FEET (869.90 RECORD) TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 156 COMMERCIAL, PHASE FOUR; THENCE SOUTH 01°30'03" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST

QUARTER 658.64 FEET TO THE NORTHEAST CORNER OF RESERVE "A" OF SAID SCHULMAN CROSSING; THENCE NORTH 88°38'07" WEST ALONG THE NORTH LINE OF SAID RESERVE "A" 115.00 FEET TO THE NORTHWEST CORNER OF SAID RESERVE "A"; THENCE SOUTH 01°29'43" WEST ALONG THE WEST LINE OF SAID RESERVE "A" 697.17 FEET TO THE SOUTHWEST CORNER OF SAID RESERVE "A"; THENCE NORTH 88°38'07" WEST ALONG THE NORTH LINE OF SAID SCHULMAN CROSSING 1203.88 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION OF LAREU ROAD AS PLATTED IN SAID SCHULMAN CROSSING, CONTAINING 32.016 ACRES, SUBJECT TO ANY EASEMENTS OF RECORD.

DATE _____, 20____.

LOYD P. DORZWEILER, L.S. #885

COUNTY SURVEYOR CERTIFICATE

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

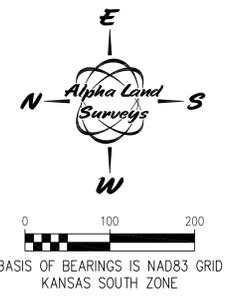
LEGEND OF SYMBOLS & ABBREVIATIONS

- △ SECTION SUBDIVISION CORNER FOUND
- FOUND 1/2"x24" REBAR WITH PLASTIC CAP STAMPED "ALPHA CLS-184"
- SURVEY MONUMENT FOUND
- POURED CONCRETE AROUND MONUMENT
- SET 12"x24" REBAR WITH PLASTIC CAP STAMPED "ALPHA CLS-184"
- SET 1/2"x24" REBAR WITH PLASTIC CAP STAMPED "ALPHA CLS-184" IN CONCRETE
- N. NORTH
- S. SOUTH
- E. EAST
- W. WEST
- ° DEGREES
- ' FEET OR MINUTES
- " INCHES OR SECONDS
- SQ. SQUARE
- FT. FEET
- VOL. VOLUME
- PG. PAGE
- O.R. OFFICIAL RECORD
- C. CALCULATED
- R. RECORD
- M. MEASURED
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- HDPE HIGH DENSITY POLYETHYLENE

CLOSURE REPORT

ERROR CLOSURE: 0.0052
 ERROR NORTH: 0.0020
 PERIMETER: 5044.98

COURSE: N 67°49'12" E
 ERROR EAST: 0.0048
 PRECISION 1 : 977327



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

| | |
|-------------------------|-----------------------|
| SURVEY DATE: 06/27/2013 | PLOT DATE: 07/10/2013 |
| DRAWN BY: RDB | PROJ. NO.: 130146P |
| CHECKED BY: LPD | SHEET 1 OF 1 |

(Published in *The Garden City Telegram* on August __, 2013)

ORDINANCE NO. ____-2013

AN ORDINANCE APPROVING AND ADOPTING A REDEVELOPMENT PROJECT PLAN FOR A PROJECT AREA IN THE 2012 REDEVELOPMENT DISTRICT IN THE CITY OF GARDEN CITY, KANSAS (SCHULMAN CROSSING, PHASE 2) AND APPROVING RELATED DOCUMENTS.

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), and Ordinance No. 2544-2012 of the City of Garden City, Kansas (“City”), passed and approved on April 17, 2012, and in order to promote, stimulate and develop the general and economic welfare of the City, the governing body of the City has established the 2012 Redevelopment District, which includes two project areas designated Phase 1 and Phase 2; and

WHEREAS, pursuant to the Act and Resolution No. 2533-2013 adopted on July 2, 2013, the City has declared its intention to consider a redevelopment project plan for Phase 2 of the 2012 Redevelopment District and has provided for a public hearing to consider adoption of the redevelopment project plan as prescribed by the Act; and

WHEREAS, pursuant to the Act and Resolution No. 2533-2013 after providing notice of hearing as required by the Act, a public hearing was opened on August 6, 2013, a representative of the City presented the proposed redevelopment project plan, and all interested parties were given an opportunity to be heard.

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

SECTION 1. Under the authority of the Act, the Phase 2 Tax Increment Financing Redevelopment Project Plan for Phase 2 of the 2012 Redevelopment District created by Ordinance No. 2544-2012 (the “Phase 2 Project Plan”), as presented with this Ordinance and on file in the office of the City Clerk, is adopted and approved.

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

SECTION 3. The City plans to issue its full faith and credit bonds (“Bonds”) to pay a portion of the costs of the Phase 2 Project Plan, as permitted by the Act. The Bonds, if issued, are expected to be repaid from the tax increment derived within the Phase 2 Project Area of the 2012 Redevelopment District, which will be pledged to payment of the Bonds. If, within sixty (60) days of August 6, 2013, the date of the public hearing on the Phase 2 Project Plan, a legally sufficient protest petition in opposition to issuing any full faith and credit Bonds, signed by not

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

SECTION 4. The Development Agreement between the City and NCKAN Partners, LLC, addressing the implementation of the Phase 2 Project Plan and substantially in the form presented to the governing body with this Ordinance, is approved. The Mayor and City Clerk are authorized and directed to execute the Development Agreement with such changes as may be recommended by counsel and approved by the Mayor.

SECTION 5. The officers and representatives of the City, including the Mayor and City Clerk, are further authorized and directed to take such other actions or execute documents and certificates as may be appropriate or desirable to accomplish the purposes of this Ordinance and give effect to the Phase 2 Project Plan and the Development Agreement.

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

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on August 6, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

SCHULMAN CROSSING
PHASE 2 DEVELOPMENT AGREEMENT

THIS SCHULMAN CROSSING PHASE 2 DEVELOPMENT AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2013, by and between the City of Garden City, a municipal corporation organized according to Kansas law (the “City”) and NCKAN Partners, Inc., a Kansas corporation organized and existing according to Kansas law (the “Developer”). The City and the Developer are hereinafter collectively referred to as the “Parties” and each a “Party.”

RECITALS

A. The Developer, or its affiliates, is the contract purchaser of certain real property located at the northeast corner of the U.S. Highway 83 Bypass and Schulman Avenue in Garden City, Kansas consisting of approximately 34+/- acres of land (the “Project Site”), as legally described on Exhibit A, attached hereto and incorporated by reference.

B. The Developer seeks to construct upon the Project Site the second phase of a commercial development (the “Phase 2 Project”), the first phase of which was previously constructed in accordance with that certain Schulman Crossing Phase I Development Agreement dated June 6, 2012 executed by the City and an affiliate of Developer.

C. The Parties agree that construction of the Phase 2 Project is to their mutual benefit.

D. The City has authority to undertake tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act contained in K.S.A. 12-1770 et seq. (the “TIF Act”).

E. The City and Developer have worked together to develop a plan to provide for constructing and financing certain infrastructure and other costs necessary to develop the Phase 2 Project.

F. To promote the general and economic welfare of the City and facilitate the Phase 2 Project the City desires to undertake tax increment financing.

G. On April 17, 2012, the City approved Ordinance No. 2544-2012, which found that a tract of property that includes the Project Site was an “eligible area” as defined in the TIF Act and created a Redevelopment District (hereinafter defined) including the Project Site.

H. The Developer presented information necessary and assisted in the preparation of a Phase 2 Project Plan (hereinafter defined) for the land shown as Phase 2 of the District on Exhibit B (also referred to herein as the Project Site). The City and Developer presented the Phase 2 Project Plan to the Holcomb-Garden City- Finney County Planning Commission, and on June 20, 2013 the Planning Commission determined that the Phase 2 Project Plan is consistent with the comprehensive plan for development of the City.

I. On August 6, 2013 the governing body of the City approved the Phase 2 Project Plan by the approval of Ordinance No. ____-2013.

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

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

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

A. The terms defined in this Article include the plural as well as the singular.

B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this Agreement to designated “Articles,” “Section” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction of this Agreement.

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

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

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

“Agreement” means this Schulman Crossing Phase 2 Development Agreement, as amended from time to time.

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

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

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

“City Obligations” means the TIF Bonds.

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

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

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

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

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

“Developer Site Work” shall have the meaning set forth in Section 2.1.

“Developer Work” shall have the meaning set forth in Section 2.1.

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

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

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

“Fee Mortgagee” has the meaning set forth in Section 6.2.

“Governmental Approvals” means, with respect to all Governmental Authorities having jurisdiction over the Project Site, all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review, environmental regulatory or public health regulatory approvals or permits, or other subdivision, zoning or similar approvals required for the implementation of the Phase 2 Project and consistent with Applicable Law and Requirements and this Agreement.

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

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

“Phase 2A Primary Development” shall have the meaning set forth in Section 2.1.

“Phase 2B Pad Sites” shall have the meaning set forth in Section 2.1.

“Phase 2C Pad Sites” shall have the meaning set forth in Section 2.1.

“Phase 2 Project” has the meaning set forth in the Recitals of this Agreement and includes the acquisition by Developer of the Project Site, construction of Developer Work pursuant to this Agreement, and construction of the Phase 2B and Phase 2C Pad Sites as further described in the Phase 2 Project Plan.

“Phase 2 Project Plan” means a redevelopment project plan, attached as Exhibit E hereto, prepared pursuant to the TIF Act and scheduled to be approved by an ordinance adopted by the City after public hearing on August 6, 2013.

“Preliminary and Final Development Plat” means any such Preliminary and Final Development Plat approved for the Phase 2 Project.

“Project Budget” means the budget for the Phase 2 Project, attached as Exhibit C, as such Project Budget may be modified from time to time in accordance with Section 3.2 hereof.

“Project Costs” means costs and expenses related to the Phase 2 Project identified on the Project Budget.

“Project Site” has the meaning set forth in the Recitals, is legally described on Exhibit A and includes the area within the District to be redeveloped pursuant to this Agreement and the Phase 2 Project Plan.

“Public Financing Sources” includes TIF Bonds and TIF Revenue.

“State” means the state of Kansas.

“TIF Act” is defined in the Recitals of this Agreement.

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

“TIF Revenue” means the incremental increase in ad valorem real property taxes generated within the Project Site above the ad valorem property taxes generated by levy on the current taxable valuation of the Project Site, as of the calendar year of this Agreement and that is available under the TIF Act.

“TIF Revenue Fund” means the Schulman Crossing Phase 2 TIF Revenue Fund, created pursuant to the TIF Act and this Agreement.

ARTICLE II
PURPOSE OF AGREEMENT
REPRESENTATIONS AND ACQUISITION OF PROJECT SITE

Section 2.1 Purpose of Agreement. The City hereby acknowledges that the completion of the Phase 2 Project is of significant importance to the City’s economic development goals and further acknowledges that the City has recruited Developer for participation in the development of the Phase 2 Project.

The Project Site is located at the northeast corner of Schulman Avenue and the U.S. Highway 83 Bypass, Garden City, Kansas, and is legally described on Exhibit A attached hereto. This Agreement is entered into for the purpose of redeveloping the Project Site as described herein and not for speculation in land holding. The Project Site is approximately 34 acres as

identified in the Phase 2 Project Plan and Exhibit A to this Agreement. The Phase 2 Project Plan proposes:

- The construction within the Project Site of approximately 189,000 square feet of commercial space intended to house a mix of national, regional, and local commercial tenants occupying approximately 20 acres of the Project Site (the “Phase 2A Primary Development”);
- The construction within Phase 2B Pad Sites of approximately 37,000 square feet of commercial space intended to house a mix of national, regional, and local commercial tenants occupying approximately 3.5 acres of the Project Site (the “Phase 2B Pad Sites”);
- The future construction of certain “pad site” development occupying approximately 7 acres of the Project Site (the “Phase 2C Pad Sites”; and
- Other improvements including, but not limited to, acquisition of real property, grading, site work, construction of sidewalks, curb and gutter, landscaping and lighting, parking lots, storm and sanitary sewers, water lines, and utilities (the “Developer Site Work”, with the Phase 2A Primary Development and the Developer Site Work being collectively referred to as the “Developer Work”).

The financing and development described by this Agreement contemplates that the City will issue the TIF Bonds to finance acquisition of the acquisition of the Project Site, the completion of the Developer Work eligible for financing under the TIF Act, and all other purposes eligible under the TIF Act in conformance with the Phase 2 Project Plan.

Section 2.2 Representations of City. The City makes the following representations and warranties which to the best of the City’s actual knowledge, are true and correct on the date hereof:

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

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

C. *No Litigation*. To the best of the City’s knowledge, there is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the creation of the District or the Phase 2 Project, this Agreement

or the Phase 2 Project Plan. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

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

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

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

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

C. *No Litigation.* No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Phase 2 Project or the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

D. *No Material Change.* The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and construction financing for the Phase 2 Project, and there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer which could affect the Developer's ability to perform obligations pursuant to this Agreement.

E. *Governmental or Corporate Consents.* Apart from agreements and consents obtained in connection with the Phase 2 Project, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement.

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

G. *Approvals.* The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Phase 2 Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

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

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

Section 2.4. Conditions to Agreement; Issuance of Bonds. Contemporaneously with the execution of this Agreement or before the City issues its TIF Bonds the Developer shall submit the following documents to the City:

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

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

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

Section 2.5. Acquisition of the Project Site. At the time that this Agreement is executed, Developer represents that Developer or an affiliate of the Developer, is the contract purchaser of the Project Site. and the City acknowledges that the City has agreed to issue the TIF Bonds to finance the acquisition of the Project Site in the amount specified in this Agreement in order to facilitate construction of the Developer Work eligible for financing under the TIF Act, and the Parties agree that, upon execution of this Agreement:

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

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

C. The City will record any plat approved by Developer and the City for the Project Site.

D. The Developer will begin or engage contractors to complete the Developer Work.

ARTICLE III CONSTRUCTION AND FINANCING REIMBURSEMENT OF PROJECT COSTS

Section 3.1. Developer Work. The Developer agrees to perform the Developer Work in accordance with this Agreement. The Developer may make draw requests to the City for the payment of the Project Costs of Developer Work eligible for payment under the TIF Act from the City Obligations Project Fund in accordance with Section 3.3 of this Agreement. The Developer Work shall be performed and constructed by the Developer and any public improvements constructed as part of the Developer Work to be conveyed to the City shall be so conveyed upon completion and acceptance by the City of such public improvements. Developer agrees that the Developer Work will be performed and completed according to the Developer's plans as approved by the City.

Section 3.2. Project Costs Funded by Public Financing Sources. Subject to all of the terms, conditions and requirements of this Agreement, and as an incentive for the development of the Phase 2 Project and the performance by Developer of the Developer Work, the City agrees to issue TIF Bonds as provided in this Agreement to pay or reimburse Developer for the Project Costs identified on Exhibit C as "TIF Eligible" (herein called "TIF Eligible Project Costs"). The total amount of Project Costs paid or reimbursed to Developer shall not exceed the TIF Eligible Project Costs identified on Exhibit C without subsequent authorization by the City's governing body. Individual TIF Eligible Project Cost line items in the Project Budget may increase based

on the actual costs and expenses incurred as provided in this Section with consent of the Fee Mortgagee. The Developer agrees to use reasonable efforts to generate savings in pursuing the Developer Work and such savings shall be applied to any other TIF Eligible Project Costs as described in the Project Budget in which the actual cost exceeds the estimated cost provided therein, with the consent of the City and the Fee Mortgagee. Notwithstanding the foregoing, the Commission and Fees (including any development fees) and Construction Administration costs to be paid from the City Obligations Project Fund shall not exceed the estimates specified in the Project Budget. Each of the TIF Eligible Project Costs allocated to Legal and Miscellaneous Costs line items may not exceed the estimate specified in the Project Budget by more than \$50,000.00. As long as no Developer Event of Default has occurred or is continuing, development fees to be paid to the Developer, if any, shall be paid on a schedule mutually agreeable to the City, the Developer and the Fee Mortgagee. As long as no Developer Event of Default has occurred or is continuing, the Construction Administration fee shown on the Project Budget shall be payable in monthly installments on an “as completed” basis until the completion of the Developer Work. The Developer shall provide the City with documentation of Project Costs and of savings realized or costs overages incurred, as provided in this Agreement and as the City may reasonably request. When funds allocated to a designated category shown on the Project Budget are reallocated to another category as permitted in this Section, the Parties will amend the Project Budget to reflect such reallocation. No changes to the Project Budget or reallocation of line items or costs in the Project Budget shall be made without the Fee Mortgagee’s consent and approval in each instance.

A. Issuance of TIF Bonds.

1. The Parties anticipate that upon the completion of the protest period relating issuance of general obligation bonds under the TIF Act without the filing of an adequate protest petition, the City will issue TIF Bonds, the proceeds of which, less the costs of issuing such TIF Bonds, will be applied to pay or reimburse eligible Project Costs as described in this Section 3.2. Net proceeds of the TIF Bonds will be deposited in the City Obligations Project Fund and applied to as provided in Section 3.3. The Parties agree that the initial deposit of funds in the City Obligations Project Fund shall be sufficient to pay or reimburse the TIF Eligible Costs identified in the Project Budget (Exhibit C). The issuance of such TIF Bonds is subject to approvals, if any, of State and local governments as required by the TIF Act, including approval of the Kansas Attorney General pursuant to K.S.A. 10-108. The TIF Bonds (i) shall be general obligation bonds or special obligation bonds of the City, as permitted and authorized under the TIF Act, and (ii) shall be payable, contain terms, and be issued and sold in the manner and for the purposes required by the TIF Act. The TIF Bonds shall not be secured by any lien upon or security interest in or assignment of rents and leases with respect to the Project Site or the Phase 2 Project or any part or portion thereof. The TIF Bonds shall be subject to the approving opinion of the City’s bond counsel on matters of legality and the exemption of the interest from gross income thereon from federal and state income taxation. The offering documents for the TIF Bonds will include a feasibility study, satisfactory to the City and underwriter, which indicates that sufficient TIF Revenues will be generated by the

Project to pay the principal and interest on the TIF Bonds and projects debt service coverage ratios necessary to market the TIF Bonds. The City will approve the method of marketing the TIF Bonds and may require limitations on the denominations of bonds or types of purchasers. Developer understands that any TIF Bonds issued by the City to finance all or a portion of the Project may, if required by applicable law, be issued on a taxable basis under federal law.

Any TIF Bonds issued by the City may be general obligations of the City, if permitted by the TIF Act and if authorized by the City, payable from and secured as to payment of the principal of and interest by a pledge of the revenues in the TIF Revenue Fund, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount, upon all the taxable tangible property, both real and personal, within the territorial limits of the City. Instead of general obligations, TIF Bonds issued by the City may be special obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the available TIF Revenue. Neither the taxing power of the City nor any other revenues of the City (other than the TIF Revenue) will be pledged to the payment of special obligation TIF Bonds. Special obligation TIF Bonds shall not constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

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

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

Section 3.3. Cost Payment Process.

A. All requests for payment of Project Costs from the City Obligations Project Fund shall be made in a Certificate of Project Costs in substantially the form attached hereto as Exhibit D which Certificate shall be signed by the Developer Representative. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by the City to confirm that such costs were incurred, and are Project Costs eligible for payment under this Agreement, which, together with previous payments, do not exceed the budgeted amount shown on the Project Budget, as amended from time to time. The Developer may submit electronic documentation, provided that original documents are also delivered to the City by mail or hand delivery or by reputable national overnight mail delivery services (i.e., Federal Express or UPS). Certificates of Project Costs may be submitted not more frequently than once per month and payment of Project Costs shall occur once per month.

B. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine the supporting documentation and others' records relating to all expenses related to the invoices to be paid to determine that (1) the request constitutes eligible Project Costs under this Agreement; (2) the expense was incurred; (3) no Developer Event of Default is outstanding, and no fact or circumstance exists which upon notice and the passage of time, would ripen into a Developer Event of Default; and (4) there is no fraud on the part of the Developer. The City may request and obtain from the Developer and other parties such other information as is reasonably necessary for the City to evaluate compliance with the terms of this Agreement.

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

Section 3.4. Right to Inspect and Audit. The Developer agrees that, up to one (1) year after a Project Cost is submitted to the City for reimbursement, with reasonable advance notice and during normal business hours, the City shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to such Project Cost (including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such Project Cost).

ARTICLE IV CREATION OF FUNDS; DISBURSEMENTS

Section 4.1. Creation of Fund; Deposit of TIF Revenue. The City shall establish and maintain a separate fund and account known as the NCKAN Partners Phase 2 TIF Revenue Fund (the "TIF Revenue Fund"). All TIF Revenue collected by the City shall be deposited in the TIF Revenue Fund for the purpose of paying the principal and interest on the TIF Bonds.

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

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

ARTICLE V GENERAL COVENANTS

Section 5.1. Operation of Project. The Phase 2 Project shall be constructed and operated in compliance with all Applicable Laws and Requirements. The Developer shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Developer Work, including but not limited to, obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses, which shall be Project Costs.

Section 5.2. Taxes, Assessments, Encumbrances and Liens. For that portion of the Phase 2 Project owned by the Developer or any Affiliate, the Developer shall pay or cause to be paid when due all real estate taxes and assessments within the Phase 2 Project. The Developer shall be permitted to contest the validity or amounts of any tax, assessment, encumbrance or lien as permitted by laws of the state of Kansas. The Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the Redevelopment District.

Subject to the Developer's right to contest in good faith any mechanics' liens, as discussed below, the Developer agrees that no mechanics' or other liens shall remain against the

Project Site, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. The Developer shall not be in default under this Agreement if mechanics' or other liens are filed or established and the Developer contests in good faith such mechanics' liens, and in such event may permit the items contested to remain undischarged and unsatisfied during the period of contest and appeal from determination of such contest. The Developer agrees to indemnify and hold harmless the City in the event any liens are filed against the Project Site as a result of acts of the Developer, its agents or independent contractors, unless such liens are filed as a result of willful misconduct or negligence by the City or its officers, employees or agents.

Section 5.3. Covenant for Non-Discrimination. The Developer agrees, with respect to this Agreement and the Phase 2 Project, that it will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin, ancestry or age and further covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin, sexual orientation or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the District, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the District. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the District or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

Section 5.4. Indemnification.

A. The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless, from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and attorneys' fees incurred or suffered by or claimed against any of the City Indemnified Parties by any person or entity by reason of injury, death, loss or damage to any person, property, or business which arises or is alleged to have arisen due to the negligence or willful misconduct of the Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Phase 2 Project. This subsection A shall survive the expiration or termination of this Agreement.

B. City agrees to indemnify and hold harmless the Developer against any loss or expense arising out of any liability imposed by any law, federal or state, upon the Developer, if such liability is a consequence of action of the City in the performance of any work related to this Agreement. The City's liability for any claims asserted by a person or entity by reason of injury, death, loss or damage to any person, property or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of the City, its officers, agents or employees in connection with worked

performed by the City in relation to this Agreement shall be governed by the Kansas Tort Claims Act and other applicable laws of the State.

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

Section 5.5. Insurance.

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

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

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

Section 5.6. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the payment or reimbursement of the Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 5.7. Construction of the Phase 2 Project. The Developer shall have the sole responsibility to contract for the design and construction of the Developer Work subject to Applicable Laws and Requirements.

Section 5.8. Evidence of Completion.

A. Upon substantial completion of a discrete phase of the Developer Work, the Developer shall deliver or cause to be delivered to the City Representative an engineer's certificate certifying that the same has been completed substantially in conformance with the Phase 2 Project Plan and the plans approved by the City. Any certificate of occupancy issued for the Developer Work may serve as same.

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

Section 5.9. Modifications. The construction of the Phase 2 Project may be modified or revised by written consent of the City and Developer to provide for other improvements generally consistent with the Phase 2 Project Plan. Substantial changes as defined by the TIF Act may require amendment of the Phase 2 Project Plan as provided by the TIF Act. No modifications to the construction of the Phase 2 Project shall be made without Fee Mortgagee's prior written consent and approval.

Section 5.10. Public Bidding Not Required. Notwithstanding the fact that certain of the improvements herein, including portions of the Developer Work will be financed or reimbursed in whole or in part with public funding sources and will be deemed public improvements, public bidding for the Phase 2 Project, and any component thereof, will not be required, however, all plans for public improvements shall require approval of City staff and comply with standard City inspection and testing requirements.

ARTICLE VI ASSIGNMENT; TRANSFER

Section 6.1. Restriction on Transfer and Assignments. The qualifications and identity of the Developer are of particular concern to the City. It is in part because of the Developer's qualifications and identity that the City has entered into this Agreement with the Developer. Therefore, the Developer shall not assign or transfer all or any of its rights or duties under this Agreement nor convey any portion of the Project Site prior to completion of the Developer Work (except as described below) without the prior written approval of the City (which will not be unreasonably withheld, conditioned or delayed) except for (i) assignments, transfers and conveyances of all or substantially all of Developer's rights and duties under this Agreement and in and to the Project Site to a subsidiary or affiliate which is owned or controlled by the

Developer or a majority of its principals or any entity owned or controlled, directly or indirectly, by the Developer or a majority of its principals, or (ii) for financing purposes as described in Section 6.2 of this Agreement (“Permitted Transfer”). The parties hereby acknowledge that (i) portions of the Project Site may be transferred to one or more third-parties that intend to develop a portion of the Phase 2A Primary Development and (ii) all or a portion of the Phase 2 Pad Sites and/or Phase 2C Pad Sites may be transferred to one or more third-parties, and such transfers shall be deemed to be Permitted Transfers provided that such third-party intends to develop the same for purposes generally consistent with the Phase 2 Project Plan. In the event of a Permitted Transfer, the Developer shall nonetheless promptly provide advance written notice of the same to the City and shall provide evidence satisfactory to the City that the transferee is an entity described above, so that City consent is not required. Notwithstanding the foregoing, no tenant, or pad site owner of a portion of the Project Site, shall be bound by any obligation of Developer or any other obligation hereunder solely by virtue of being a tenant or owner of a portion of the Project Site; provided, however, that no transferee or owner of property within the Project Site except the Developer shall be entitled to any rights whatsoever or claim upon the proceeds of the TIF Bonds, or any project fund established with respect to the TIF Bonds, except as specifically authorized in writing by the Developer and consented to in writing in advance by the City, which consent may be given or denied in the discretion of the City.

A. *Transfer of Obligations.* In addition to Permitted Transfers as described in the preceding paragraph, the rights, duties and obligations of the Developer under this Agreement, may be assigned, in whole or in part, to another entity with the prior written approval of the City and the Fee Mortgagee, which approval shall not be unreasonably withheld by the City following the completion of the Developer Work (prior to such completion, the City may withhold such approval in its sole discretion). Prior to any assignment, the City Attorney shall have verified that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer, as applicable, under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject under this Agreement. The Developer shall not be relieved from any obligations set forth herein or any liabilities arising hereunder unless and until the City specifically agrees to release the Developer from its obligations under this Agreement. The Developer agrees to record all assignments in the office of the Register of Deeds of Finney County, Kansas, in a timely manner following the execution of such assignments. Any and all assignments referred to herein must receive the prior written approval of the Fee Mortgagee and may only be recorded if permitted by the Fee Mortgagee.

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

Section 6.2. **Lender Provisions.** Notwithstanding anything contained herein to the contrary, the Developer shall have the right at any time to subject all or any portion of its fee or leasehold interest in the Project Site to one or more mortgages, deeds of trust or like instruments or to otherwise encumber such fee interest (“Fee Mortgage”), provided that Developer forwards to City a written notice setting forth the name and address of the mortgagee, beneficiary or holder (“Fee Mortgagee”) of such Fee Mortgage, as provided in Section 6.1. As of the date hereof, the City acknowledges that Wells Fargo Bank, National Association may be the Fee Mortgagee holding a Fee Mortgage on all of the Project Site. If Wells Fargo Bank, National Association is confirmed by Developer to be the Fee Mortgagee, the notice address for Wells Fargo Bank, National Association will be as follows:

Wells Fargo Bank, National Association
Commercial Real Estate
301 South College Street, 4th Floor
MAC D1053-04M
Charlotte, North Carolina 28202
Attention: Benjamin E. Bliss

Wells Fargo Bank, National Association
Commercial Real Estate
301 South College Street, 4th Floor
MAC D1053-04G
Charlotte, North Carolina 28202
Attention: Loan Administration

With a copy to:

Wells Fargo Bank, National Association
Winston-Salem Loan Center
One West Fourth Street
Winston-Salem, North Carolina 27101
Attention: Disbursement Administrator

A. *Collateral Assignment.* Developer shall have the right to collaterally assign to the Fee Mortgagee as additional collateral for the obligations secured by the Fee Mortgage all of Developer’s rights under this Agreement relating to the Project Site encumbered by the Fee Mortgage.

B. In the event of any Developer default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement, City will not exercise any rights or remedies hereunder until (i) it has given written notice of such act or omission (as provided in Section 7.1) to (a) Developer; and (b) any Fee Mortgagee as to whom Developer has instructed City in writing to give copies of all of City’s notices to

Developer; and (ii) Developer or Fee Mortgagee fails to cure such act or omission within thirty (30) days after written notice thereof from City (or if such act or omission cannot be cured within such thirty (30) day period) fails to undertake to cure such act or omission within such thirty (30) day period and to diligently pursue to completion such cure or remedy within sixty (60) days as relates to the Developer and ninety (90) days as relates to a Fee Mortgagee, or such longer period as the Parties may agree if such cure or remedy is not reasonably susceptible to cure within the periods stated in this section. Notwithstanding the foregoing, if the default is of such a nature that it cannot be remedied by Fee Mortgagee without possession of the property subject to the Fee Mortgage (defined below), then the City will not exercise any rights or remedies hereunder provided that: (a) within sixty (60) days after receiving written notice from the City setting forth the nature of such event of default, or prior thereto, the Fee Mortgagee shall have commenced foreclosure proceedings, (b) the Fee Mortgagee diligently prosecutes any such proceedings to completion, (c) within such sixty (60) day period the Fee Mortgagee shall have fully cured any default in the payment of any monetary obligations owed to the City hereunder, and any non-monetary obligations of Developer under this Agreement which do not require possession of property subject to the Fee Mortgage, and (d) after gaining possession of such property following foreclosure or deed in lieu thereof, the Fee Mortgagee assumes in writing the obligations of Developer under this Agreement and agrees to perform the obligations of Developer under this Agreement as and when the same become due. Nothing contained herein shall obligate, mandate or require Fee Mortgagee to cure any default of Developer under this Agreement.

C. *Modification of Agreement.* Except in the exercise of any remedies under Article 7 which may run in favor of City (but subject to Fee Mortgagee notice and cure rights in this Section), this Agreement shall not be canceled, surrendered, modified or amended in a material manner without the written consent of the Fee Mortgagee under any Fee Mortgage and any such change requiring the consent of the Fee Mortgagee shall not be binding on the Fee Mortgagee without the Fee Mortgagee's consent, which will not be unreasonably withheld, delayed or conditioned. An amendment or modification of the Agreement shall be deemed to be material for purposes of this Section if such amendment or modification (i) alters the Agreement term or the payment or priority of TIF Bonds, (ii) changes the Developer Work or the obligations of the Developer to complete the Developer Work, (iii) change any disbursement procedures for payment reimbursement of Project Costs or changes the Developer's obligation to seek payment or reimbursement of Project Costs or the obligation of the City to pay for or reimburse Developer for Project Costs, (iv) changes the Project Budget or any costs of the Phase 2 Project, (v) changes any approved plans for construction of the Phase 2 Project, (v) diminishes any obligation of City or Developer, or (vi) increases any obligation of Developer.

D. *Substitute Performance.* Each Fee Mortgagee under a Fee Mortgage shall, within the 30 day cure period provided herein (subject to such additional cure periods as provided in this Agreement for Fee Mortgagee), have the right and option (but not the obligation) to perform any term, covenant, condition or agreement and to remedy, in

accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Fee Mortgagee that complies with this Agreement with the same force and effect as if furnished by Developer.

E. *Special Rights of Fee Mortgagee.* No Fee Mortgagee under a Fee Mortgage shall be required, pursuant to this Section, to continue to proceed to obtain possession of the property, to continue in possession of the property as mortgagee or to continue to prosecute foreclosure proceedings following the cure of such default.

F. *Limitations on Fee Mortgagee's Liability.* No Fee Mortgagee under a Fee Mortgage shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Fee Mortgagee takes possession and control of the Project Site or portions thereof or the Fee Mortgagee becomes the owner of the Project Site or portions thereof by foreclosure or deed in lieu of foreclosure or otherwise and such Fee Mortgagee assumes in writing the obligations of Developer under this Agreement. Thereafter, such Fee Mortgagee and its successors and assigns shall each remain liable for the obligations of Developer but only so long as Fee Mortgagee or its successors and assigns are in possession of the Project Site or portions thereof either as a mortgagee in possession or as an owner of the fee estate in the Project Site. No Fee Mortgagee or purchaser upon acquiring any portion of Project Site through foreclosure of a Fee Mortgage, deed in lieu, or in aid thereof, shall be liable or responsible for any liabilities or obligations of Developer under this Agreement unless such liabilities and obligations arise or accrue during the Fee Mortgagee's or purchaser's period of ownership and only if such Fee Mortgagee or purchaser has assumed in writing the obligations and liabilities of Developer under this Agreement. Notwithstanding any contrary provision contained herein, any liabilities of Fee Mortgagee under this Agreement shall be in all events limited to the interest of Fee Mortgagee in the Project Site.

G. *No Other Liens.* There shall be no liens on or security interests in or assignments of leases, rents and profits with respect to the Project Site or the Phase 2 Project other than the Fee Mortgage and other liens, security interests and assignments in favor of the Fee Mortgagee.

H. Following receipt of written notice from a Fee Mortgagee that such Fee Mortgagee is assuming in writing the Developer's obligations under this Agreement and exercising the rights of Developer under this Agreement, the City, as requested by the Fee Mortgagee, shall perform all of its respective obligations under this Agreement to and for the benefit of Fee Mortgagee or such other party as Fee Mortgagee shall direct, and shall recognize Fee Mortgagee's right to exercise all rights of Developer under this Agreement until the receipt by City of a subsequent notice from Fee Mortgagee directing that performance be directed to another party, as provided in and subject to Section 6.1 of this Agreement. Each party who receives a notice from Fee Mortgagee or any other mortgagee shall be entitled to rely upon such notice and shall not be required to

investigate or determine the validity or accuracy of such notice of the validity or enforceability of the assignment. Developer hereby indemnifies and agrees to defend and hold City harmless from and against any and all expenses, loss, claims, damage or liability arising out of such party's compliance with such notice or performance of the obligations under this Agreement made in good faith in reliance on and pursuant to such notice.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.1. Event of Default

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

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

Section 7.2. Remedies Upon a Developer Event of Default.

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

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

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

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

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

C. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

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

Section 7.3. Remedies Upon a City Event of Default.

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

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

2. The Developer may pursue any available remedy at law or in equity by suit; action, mandamus, injunction or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement; to enforce or preserve any other rights or interests of the

Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default. Such remedies shall be cumulative. Notwithstanding anything in this Agreement to the contrary, the City shall not be liable for any special, punitive or consequential damages.

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

C. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

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

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

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

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

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1. Development of Phase 2 Project.

A. *Scope.* The Phase 2 Project shall be developed within and subject to Applicable Law and Requirements, the Preliminary and Final Development Plat for the Phase 2 Project and the plat for the Project Site, as any of the forgoing may be amended.

B. *Governmental Approvals.* The Phase 2 Project shall be subject to Governmental Approvals from Governmental Authorities having jurisdiction over the Phase 2 Project.

C. *City Approval of Zoning, Planning, Platting.* The City agrees to consider and act on zoning, planning and platting applications submitted by the Developer related to the Phase 2 Project in due course and in good faith.

D. *City and Other Governmental Permits.* Before beginning construction or development of any buildings, structures or other work or improvement related to the Phase 2 Project, the Developer shall, at its own expense, secure or cause to be secured any and all Governmental Approvals (excepting Permitted Subsequent Approvals) applicable to such construction, development or work. The City will cooperate with and provide all usual assistance to Developer in securing such permits and approvals and diligently process, review and consider all such permits and approvals as may be required by law.

E. *Rights of Access.* For the purpose of ensuring compliance with this Agreement, representatives of the City shall have the right of access to the Redevelopment District, without charge or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, for the inspection of the work being performed in constructing, improving, repairing and installing the Phase 2 Project. Representatives of the City shall comply with all applicable safety rules in so doing. Except in case of emergency, before making such access, representatives of the City shall make a good faith effort to check in with the Developer's on-site manager. The City representatives shall carry proper identification, shall insure their own safety and shall not interfere with construction activity, except in the enforcement of Applicable Laws and Requirements.

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

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

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

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

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

Section 8.6. Agreement Controls. The Parties agree that the Phase 2 Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Phase 2 Project; the payment of Project Costs and all other methods of implementing the Phase 2 Project. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and are a full integration of the agreement of the Parties.

Section 8.7. Conflicts of Interest.

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

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Phase 2 Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Phase 2 Project, has or will have any interest, direct or

indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the Phase 2 Project, or in any activity, or benefit therefrom, which is part of the Phase 2 Project at any time during or after such person's tenure.

Section 8.8. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect for a maximum period not exceeding the term permitted by the TIF Act, commencing on the date hereof and shall automatically terminate on the date any TIF Bonds issued by the City to finance the Phase 2 Project are deemed paid in full according to their terms.

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

Section 8.10. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

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

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

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

To the City:

City of Garden City, Kansas
Attn: City Manager
P.O. Box 988
Garden City, Kansas 67846

With a copy to:

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

To the Developer:

NCKAN Partners, LLC
c/o Collett Properties, Inc.
Attn: John Collett, Mike Robbe
1111 Metropolitan Avenue, #700
Charlotte, North Carolina 28204

With a copy to:

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

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

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

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

Section 8.16. **Recording of Agreement.** The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, or a memorandum of agreement, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Finney County, Kansas. This Agreement or memorandum thereof shall be recorded by the Developer at Developer's expense, and proof of recording shall be provided to the City. This Agreement or a memorandum of this Agreement may only be recorded with the prior written consent and approval of the Fee Mortgagee providing construction financing for the Phase 2 Project.

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF GARDEN CITY, KANSAS
a Kansas municipal corporation

[seal]

By _____
Dan Fankhouser, Mayor

ATTEST:

By: _____
Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall Grisell, City Attorney

“CITY”

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

Now on this _____ day of _____, 2013, before me, a notary public in and for said county and state, came Dan Fankhouser and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a Kansas municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Commission Expires:

Date of Execution: _____ NCKAN PARTNERS, INC.

By _____
Name (Printed) _____
Title _____ President _____

“DEVELOPER”

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Now on this _____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, President of NCKAN Investors, Inc., who is personally known to me to be the same persons who executed the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Commission Expires:

EXHIBITS

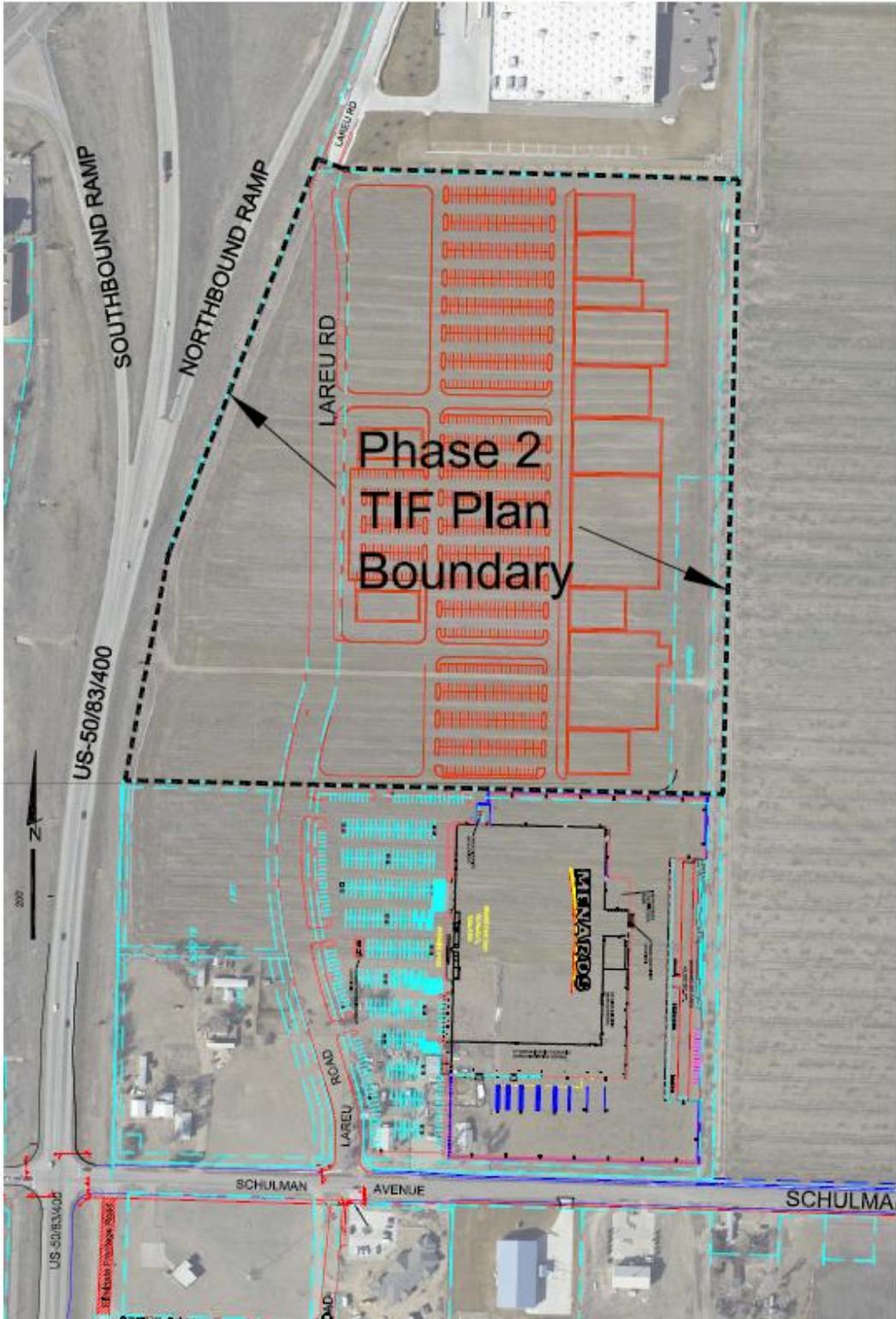
| | |
|-----------|---|
| Exhibit A | Legal Description of the Project Site |
| Exhibit B | Depiction of Phase 2 (the Project Site) |
| Exhibit C | Project Budget |
| Exhibit D | Certificate of Project Costs |
| Exhibit E | Phase 2 Project Plan |

Exhibit A - Legal Description of the Project Site

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

Beginning at the Southwest corner of 156 Commercial, Phase Four, said Southeast Quarter; thence North 89°50'25" West, 869.90 feet; thence North 70°46'13" West, 60.00 feet to the intersection with the East right-of-way line of US Highway 50/83/400; thence South 20°45'56" West, 942.44 feet along said right-of-way line; thence South 10°45'12" West, 496.45 feet, along said right-of-way line, to the North line of Lot 1, Block 2, Schulman Crossing; thence South 88°38'07" East, 1318.81 feet, along said North line and continuing along the North line of Lot 1, Block 1, Schulman Crossing, to the East line of the West Half of said Southeast Quarter; thence North 01°30'03" East, 1355.81 feet along the East line of the West Half of said Southeast Quarter to the point of beginning, containing 36.05 Acres, more or less.

Exhibit B - Depiction of Phase 2



Schulman Crossing Phase 2 Project Costs

| <u>DESCRIPTION</u> | <u>COST</u> | <u>TIF ELIGIBLE</u> |
|--|---------------------|---------------------|
| <u>ACQUISITION COSTS</u> | <u>COST</u> | <u>TIF ELIGIBLE</u> |
| Worf Property | \$2,620,544 | |
| Phase III ROW | \$210,830 | |
| SUBTOTAL | \$2,831,374 | \$2,831,374 |
| <u>SITE WORK</u> | | |
| Site Work | \$3,801,000 | |
| Landscaping | \$229,000 | |
| Lighting | \$275,000 | |
| SUBTOTAL | \$4,305,000 | \$4,305,000 |
| <u>STREET WORK</u> | | |
| Paid by City | \$0 | |
| <u>HARD CONSTRUCTION COSTS</u> | | |
| Major Anchor | \$2,530,000 | |
| Major Tenant D | \$1,760,000 | |
| Major Tenant E | \$1,187,500 | |
| Major Tenant A | \$3,675,000 | |
| Mini Major A | \$1,100,000 | |
| Mini Major B | \$637,500 | |
| Inline Shops | \$384,000 | |
| Major Tenant C | \$1,920,000 | |
| Outlot Shops #1 + #2 | \$1,365,000 | |
| Outlot Shops #1 + #2 (TI) | \$546,000 | |
| Pylon Signs | \$45,000 | \$45,000 |
| Interstate Pylon Signs | \$60,000 | \$60,000 |
| Shops Monument Signs | \$40,000 | \$40,000 |
| SUBTOTAL | \$15,250,000 | \$145,000 |
| <u>SOFT COSTS</u> | | |
| Architectural | \$335,000 | |
| Engineering/Site Planning/Permits | \$155,000 | \$155,000 |
| Construction Administration | \$150,000 | \$150,000 |
| Geotechnical, Environmental, Construction Testing | \$160,000 | \$160,000 |
| Taxes, Insurance, Appraisal | \$70,000 | \$70,000 |
| Legal | \$435,000 | \$435,000 |
| Survey | \$30,000 | \$30,000 |
| Inline Commissions & Fees | \$1,386,860 | \$350,000 |
| Outparcel Commissions | \$36,000 | \$36,000 |
| Miscellaneous | \$124,000 | \$124,000 |
| Interest/Financing Costs | \$653,766 | \$185,640 |
| SUBTOTAL | \$3,535,626 | \$1,695,640 |
| <u>TOTALS</u> | | |
| Acquisition Costs | \$2,831,374 | \$2,831,374 |
| Site Work | \$4,305,000 | \$4,305,000 |
| Street Work | \$0 | |
| Hard Construction Costs | \$15,250,000 | \$145,000 |
| Soft Costs | \$3,535,626 | \$1,695,640 |
| SUBTOTAL | \$25,922,000 | \$8,977,014 |
| BLDG CONTINGENCY (4% of building costs) | \$583,014 | |
| SITE/SOFT CONTINGENCY (4% of site/soft costs) | \$216,986 | \$216,986 |
| TOTAL | \$26,722,000 | \$9,194,000 |



Exhibit D

CERTIFICATE OF PROJECT COSTS
SCHULMAN CROSSING PHASE 2 DEVELOPMENT AGREEMENT

To: City Manager; City Engineer
Garden City, Kansas

RE: Schulman Crossing Phase 2 Tax Increment District/ Phase 2 Development
Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Schulman Crossing Phase 2 Development Agreement dated as of _____, 2013 ("Agreement") between the City of Garden City, Kansas and NCKAN Partners, Inc..

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

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

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

Dated this ____ day of _____, 20__.

NCKAN PARTNERS, INC.

By _____
Name (Printed) _____
Title: _____
[Must be a Developer Representative]

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

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

Schedule I

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



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

| REIMBURSABLE TO COLLETT | | |
|-------------------------|------------------------|--------|
| VENDOR | INVOICE No. Date | AMOUNT |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | |

| DIRECT PAYMENT TO VENDOR | | |
|--|--|--------|
| VENDOR | INVOICE No. Date | AMOUNT |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | |
| Grand Total | | |
| I do hereby certify that the above is correct, and remains due and unpaid, and that the amount claimed therein is actually due according to the Agreement. | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: _____ _____ Signature </div> <div style="width: 45%;"> Accepted and Approved: _____ Steven F. Cottrell, City Engineer Date </div> </div> | |

Exhibit E - Phase 2 Project Plan

To be added following approval.

New Business

Great Plains Development, Inc.

July 11, 2013

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

Description: Semi-Annual Report
Reference # CDBG #87-BF-206
Period Ending: 06/30/2013

Dear Melinda:

Enclosed please find the Semi-Annual reports for the period ending July 31, 2013 for the above listed grant.

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

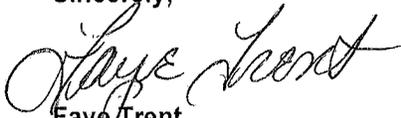
In your cover letter to Mr. Marlin, you may want to include projects that are currently in process. Those projects are listed on the attached memo.

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

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

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

Sincerely,



Faye Trent
Co-Director

Enclosures

File # 520600GC

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

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

Great Plains Development, Inc.

Web Site: gpdionline.com

Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: gpd@gpdi.kscoxmail.com
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801

An EDA Economic Development District and SBA Certified Development Company/EOE

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

Date: July 11, 2013
To: Melinda Hitz, Finance Director
Re: Semi-Annual Report
From: Faye Trent & Bob Wetmore
Co-Directors

At this time we have four possible projects in various stages of application completion, but have not determined the sources for the loans. We are waiting on some additional information that will help us look at the eligibility requirements for various sources.

We will continue notifying the banks about the available funds and ask for their participation in the CDBG/RLF program.

Program Income Report for Economic Development

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206
C. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013

ACCOUNT BALANCES

| | | |
|----------------------------|---|----------------------|
| 1) BALANCE BROUGHT FORWARD | | \$ <u>311,551.07</u> |
| 2) PLUS: | ALL DEPOSITS THIS PERIOD | \$ <u>14,702.12</u> |
| 3) | INTEREST ON BANK ACCOUNT EARNED THIS PERIOD | \$ <u>155.15</u> |
| 4) | *OTHER INCOME | \$ <u>116.10</u> |
| 5) SUBTOTAL | | \$ <u>326,524.44</u> |
| 6) MINUS: | ALL LOANS MADE DURING PERIOD | \$ <u>0.00</u> |
| 7) | ADMINISTRATIVE FEES | \$ <u>602.52</u> |
| 8) | *OTHER LOSSES (include funds returned to State) | \$ <u></u> |
| 9) TOTAL | | \$ <u>325,921.92</u> |

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

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

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

SIGNATURE: _____ DATE: _____
(Chief Elected Official)

TYPED NAME: _____

TITLE: Mayor

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206
 C. NAME OF COMPANY: Heyco, Inc
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$400,000.00 F. FREQUENCY OF PAYMENT: Quarterly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 3%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/1989

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

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

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-001
 C. NAME OF COMPANY: Qualls, Inc
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$40,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 9%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 4/8/1991

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? [X] YES [] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Business was destroyed by fire in early August 1992.
Insurance proceeds paid off loan.

Grant/Local Loan Collection Reports

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-003
 C. NAME OF COMPANY: Threjay Marketing
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 7/1/1994

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

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

Paid in Full 6/7/01

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-004
 C. NAME OF COMPANY: Heyco, Inc. (Assumed by J & A Livestock Products, Inc.)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$100,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/1995

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? [] YES [X] NO

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

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-005
 C. NAME OF COMPANY: ACRA Products, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$250,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 60 MOS. H. INTEREST RATE: 9%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 10/1/1996

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 21
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 45,683.76
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 207,266.11
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 13,451.38
 Administrative fees reimbursed \$ 10,088.24
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|-----------|-----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>25</u> | <u>33</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>15</u> | <u>19</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>0</u> | <u>0</u> |

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) City foreclosed on loan 2-5-99. Client filed bankruptcy.
City liquidated assets. The balance due after liquidation, \$42,733.89, was written off.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-006
 C. NAME OF COMPANY: TeleServices of Garden City, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$99,999.76 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 2.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/98 (Amended to 10/1/98)

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) The City and Finney County have taken ownership of all assets.
Liquidation or sale of assets is in process. Actual loss not determined until sale of assets is completed. Income from sale of
assets will be split 80% Finney county and 20% to City of Garden City
Land and Building sold 9-28-01 for \$185,000. Taxes etc. were paid. Net amount received was \$144,914.40 (80% to Finney County
and 20% to Garden City) Amount written off: \$64,858.75

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-007
 C. NAME OF COMPANY: MGM Enterprises, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAID: \$47,500.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 9%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 12/1/1997

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

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

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-008
 C. NAME OF COMPANY: J & A Livestock Products, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$190,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 10/1/1999

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) The business closed in September 2003. The city has filed, jointly with Finney County, a petition in District Court, Finney County, Kansas for the amount in 2e plus accruing interest and legal fees and the amount owed to the county in the amount of \$63,393.57 plus accruing interest and legal fees. Partial payment received. The balance due after judgement was written off.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-009
 C. NAME OF COMPANY: R & R Frame & Axle, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 8%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 4/1/2001

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 3/1/11

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-010
 C. NAME OF COMPANY: Lucy's Fashion
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$10,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 6%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 3/1/2004

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL - 3/17/10

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-011
 C. NAME OF COMPANY: GCAP, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$50,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 6%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 3/1/2004

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 56
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 10,001.04
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 50,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,490.37
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|----------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>5</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>3</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>1</u> | <u>0</u> |

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

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

Paid in Full 8/21/08

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-012
 C. NAME OF COMPANY: Sparkle Auto, LLC
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$25,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/2005

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 78
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 6,612.08
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 25,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 2,255.57
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|-------------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>1</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>0.75</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>5</u> | <u>5</u> |

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 6/3/11

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-013
 C. NAME OF COMPANY: Center for Independent Living Southwest Kansas
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$77,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 12/1/2006

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 69.19

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 54
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 25,243.49
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 77,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,627.69
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|-----------|-----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>8</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>5</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>90</u> | <u>90</u> |

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Paid in Full 7/24/12 with funds from sale of building.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-014
 C. NAME OF COMPANY: Cummings Sales, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: Not Funded F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: _____ MOS. H. INTEREST RATE: _____
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: _____
 J. DUNS NUMBER: _____ (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ _____
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ _____
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 256.87
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ _____

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) No funds dispersed.

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 Reports
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Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-015
 C. NAME OF COMPANY: Estes Enterprises, Inc. (A & W Drive-In)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$150,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 8/1/2009
 J. DUNS NUMBER: #010970522 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 12/31/2013
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 6/3/2013
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 6
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 3,741.10
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 6,686.06
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 132.10

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 47
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 34,804.36
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 47,030.80
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 896.04
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 126,777.54

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|-----------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>30</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>16</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>0</u> | <u>0</u> |

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Business was closed the end of May 2011 due to change in
leasor. Payments are being kept current while client looks for new location.
6/30/12 Was not able to find a good location for a good price, moved A&W equipment to Long John Silvers, Garden City & remodeled store.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-016
 C. NAME OF COMPANY: Sinfully Sweet Bakery, LLC
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$25,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/2010
 J. DUNS NUMBER: 831891242 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 24.55

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 6
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 523.15
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 231.49
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 545.96
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 31,377.31

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|----------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>3</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>2</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>0</u> | <u>0</u> |

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Borrower has been contacted about the past due payments.
Payments are past due for March 2010 thru Dec 2011. In Dec 2010 GPDI & the County's review committee discussed to meet with the
client to determine a plan of action and to return to the committee by the end of Jan 2011 with a proposal. Proposal submitted and given
until June 1st to change marketing & etc. Considerable progress made. Given until Sept 2011 to have started making monthly payments.
11/14/11 Closed business, taking orders at home. Letter to City & County for legal counsel to determine next step.
6/30/12 Borrower filed individual Bankruptcy this period, loan is in LLC.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-017
 C. NAME OF COMPANY: Mauritta's Café
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$37,500.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2011
 J. DUNS NUMBER: #032846320 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 1/7/2013
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 6/5/2013
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 6
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 1,176.18
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 1,106.54
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 265.09

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 28
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 5,487.06
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 4,531.35
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 835.48
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 35,706.37

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|----------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>2</u> | <u>2</u> |
| e. NUMBER OF BASE JOBS: | <u>0</u> | <u>0</u> |

Actual is through 12/31/11 (Complete)

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Ms. Adams has leased the property to Janie Morgan beginning 1/1/12. Ms. Morgan will operate Janie's Café. GPDI has asked for a copy of the lease and gackground information on Ms. Morgan 12/31/12 Ms. Adamn continues to make payments. Ms. Morgan has been preparing information to purchase, not yet received.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-018
 C. NAME OF COMPANY: The Paraclete Group, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$39,500.00 (Not drawn \$17,500.00) F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 12/1/2011
 J. DUNS NUMBER: #017220836 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 1/28/2013
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 6/24/2013
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 6
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 646.82
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 1,345.42
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 126.25

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 23
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 2,675.01
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 4,308.01
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 258.73
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 23,617.53

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|----------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>6</u> | <u>6</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>2</u> | <u>2</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>6</u> | <u>6</u> |

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? YES NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Did not draw down \$17,500 of original funded project.

Kansas Department of Commerce & Housing

Small Cities Community Development Block Grant Program

03/95 (Rev)

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-019
 C. NAME OF COMPANY: TekVet Technologies Co.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2013
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT Full payment by 3/31/12
 G. TERM OF REPAYMENT: 9 MOS. H. INTEREST RATE: 4%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: By 3/31/12
 J. DUNS NUMBER: 31793358 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 9.89

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: _____
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ _____
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ _____
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 224.30
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 60,000.00

3 JOB INFORMATION:

| | PROPOSED | ACTUAL |
|---|-----------|----------|
| a. NUMBER OF JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT: | <u>0</u> | <u>0</u> |
| c. NUMBER OF JOBS CREATED WITH THIS PROJECT: | <u>50</u> | <u>0</u> |
| d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT: | <u>26</u> | <u>0</u> |
| e. NUMBER OF BASE JOBS: | <u>0</u> | <u>0</u> |

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [] YES [X] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Funds disbursed in late June, no payment required until 2012.
Do to non-compliance, City Counselor has demanded evacuation & payment.



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AND
FINNEY COUNTY
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inspection@garden-city.org

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Memo

To: Planning Commission
From: Kaleb Kentner
CC: File
Date: July 8, 2013
Re: Garden City Downtown Master Plan - Update

From January through June 2013, the Community Development Department has held six meetings regarding the Downtown Master Plan. During the meetings, staff collected information from the public regarding their vision for the Downtown Area. Staff compiled this information into the document to be known as the Garden City Downtown Master Plan (2013). The following items were discussed at the meetings, addressing some of the public comment:

- A. Downtown Area Boundary – Discussed the impacts of expanding the current Downtown Boundary to include properties within the “C-3” Central Business District, such as parking requirements, and development incentives.
- B. Parking: Retail and Residential, Multi-level – Discussed parking requirements according to the uses, including the new establishments requested such as Restaurant / Fine Dining, Bar / Brewery, General / Department / Specialty Stores, etc., and the need to identify existing and future parking types, locations and costs.
- C. Street Improvements (curb, gutter, lighting, etc.) – Requested additional input from the property owners and users on specific improvements they would like to see in the Downtown Area, such as Stevens Ave issues regarding gutters, and evaluating the possibilities of adding more sculptures and art.
- D. Main Street becoming 3-Lane – Discussed the impact of reconfiguring Main Street to become a 3-Lane Street and keeping the bump-outs. The Public Works Director and the City Engineer provided information regarding the costs and configuration benefits / disadvantages. The public leaned towards not spending money redoing the sidewalks; businesses don’t really use the sidewalks for events because they have to have a waiver to use the State right-of-way. Perhaps do a “test / tape” reconfiguration to see the impacts of 3-Lanes, to be evaluated within two years of being installed.
- E. Streets becoming a ONE WAY streets (Chestnut, Pine, Heroes Way) – Discussed the impact of ONE WAY streets. The public voted against one way streets.
- F. Heroes Way street closure options – Discussed the impact of closing Heroes Way both temporarily and permanently, and possibly bringing the Farmers Market to the Downtown Area, and making Stevens Park more accessible. The Downtown Vision Design Committee provided sketches and information.
- G. Streetscapes to maintain a historical context (bricked streets, trees, lighting) – Discussed the need to identify which streets will remain brick and which will be paved. The public voted to keep brick streets and maintain the historical feel of streets, where it makes sense.
- H. 2nd Story residential / No 1st Story Residential – The character of the neighborhoods within the Downtown Area was discussed and determined that the public would like them to be primarily contemporary with a combination of historic style. However, the Master Plan document allows for the developer to identify the preferences for construction style and type, which is in general market driven.
- I. Diversity in the community – Discussed the impact of creating of a Cultural District.



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ALTERNATIVES:

1. The Planning Commission may recommend adopting the Garden City Downtown Master Plan (2013).
2. The Planning Commission may recommend making additional changes to the document.
3. The Planning Commission may recommend against adopting the Garden City Downtown Master Plan (2013).

Staff RECOMMENDATION: Staff recommends adopting the Garden City Downtown Master Plan (2013), as presented.

Planning Commission RECOMMENDATION: On the July 18, 2013 meeting, the Area Planning Commission recommended adopting the Garden City Downtown Master Plan, as presented.

Members Present: 7

Vote

Yea – 6

Nay – 1

MINUTES

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION**

July 18, 2013

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, July 18, 2013 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Chairman Howard called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Chairman Howard, Member Chappel, Member Law, Member Gigot, Member Rishel, Member Lopez and Member Lucas. Also present were Secretary Kentner, Staff Becerril and Staff Henderson.

II. APPROVAL OF MINUTES- June 20, 2013 & July 3, 2013

Member Chappel Makes motion to approve the minutes from June 20, 2013. *Member Law* seconds motion. Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

Member Lopez makes motion to approve the minutes from July 3, 2013. *Member Chappel* seconds motion. Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

III. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)

IV. SUBMITTAL OF EXHIBITS FOR THE RECORD

- A. Finney county Zoning Regulations of 1995 as amended**
- B. Subdivision Regulations of 1996 as amended**
- C. Finney County Comprehensive Plan as amended**
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E. All application files in their entirety including Staff Reports**

NEW BUSINESS

GC2013-38: Amending GC Zoning Regulations regarding Building Setbacks

Staff Henderson reads staff report.

Member Law- Is this different from what it was previously?

Secretary Kentner- No, the setbacks are all the same. The difference is that there were conflicting versions in different spots. We just cleaned it up.

Member Chappel- On the "R-3" do you need a garage setback of 25 feet? There are a lot of pick-ups that are longer than 20 feet.

Secretary Kentner- This is just the minimum. Most of the builders are going ahead with 25 of 30 feet for that reason. But I believe that currently in the "R-3" it's still 20 feet.

Member Chappel- You are going to have duplexes with garages and like I said, there are a lot of trucks that are 20 feet long.

Staff Becerril- If we change that, there are going to be a lot of properties that are non-conforming.

Secretary Kentner- That's the other reason why.

Member Chappel- I understand.

Member Rishel- Could you put in there that any apartment or multi-family built after a certain date will have to have a setback of 25 to 30 feet?

Secretary Kentner- Yes, we do have our non-conforming status that allows us to forget the percentage of the property that is non-conforming and we can still allow them to do their additions. This would be the time to change it if you want.

Member Chappel- It's like you said, with the existing properties, you might run into a problem.

Secretary Kentner- We could probably handle those existing through the CUP process as long as it doesn't exceed a certain dollar amount.

Staff Henderson- As long as they don't increase the degree of non-conformance.

Secretary Kentner- If you'd like to amend that in the "R-3" to add the garage setback of 25 feet and dwelling at 15 feet, we could go ahead and do that.

MEMBER CHAPPEL MAKES MOTION TO AMEND R-3 SETBACKS TO 25 FEET FOR GARAGES

MEMBER RISHEL SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

FC2013-43: Santa Fe Trail Addition Plat, 2300 Jones, Robert Dunlap.

Staff Becerril reads staff report.

Member Lopez- How much acreage is required for the septic system to be in compliance?

Secretary Kentner- If it's connected to a public water supply it's one acre.

Member Lopez- Ok, so that won't be an issue.

MEMBER LOPEZ MAKES MOTION TO APPROVE

MEMBER CHAPPEL SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

GC2013-48: East Cambridge Square Addition Phase II Plat, 3000 E. Spruce, East Cambridge, LLC.

Staff Becerril reads staff report.

Ken Parks- We did have a ten foot easement on there. What Roberto was talking about was already on the plat. It pretty well matches what the preliminary plat was years ago so there shouldn't be any issue.

MEMBER RISHEL MAKES MOTION TO APPROVE

MEMBER LUCAS SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

H2013-52: JD Farr Addition Plat, 400-500 block of Scotty Lane, Holcomb, JD Farr.

Staff Becerril reads staff report.

Member Chappel- Are there units on each lot?

Secretary Kentner- Yes.

Staff Henderson- Except for lots 1 and 14.

MEMBER LOPEZ MAKES MOTION TO APPROVE

MEMBER CHAPPEL SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

FC2013-49: East Ridge Addition Plat, 500 S. Towns Rd., East Ridge, LLC.

Staff Becerril reads staff report.

MEMBER RISHEL MAKES MOTION TO TABLE

MEMBER LAW SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

FC2013-50: Rezone East Ridge Addition from “A” to “L-R”, East Ridge, LLC.

Staff Becerril reads staff report

OPEN PUBLIC COMMENT

Lon Pishny, 545 Towns Blvd.- Realizes need for additional housing, however, has concerns regarding the following: Water supply, type of housing (manufactured or stick built), safety on Towns Rd & future plans for the development.

Tim Livermore, 710 S. Donna- Concerned about water pressure, whether or not there will be an HOA, home values, and traffic.

Tom Craig- Concerned about fire safety (i.e. hydrants).

Lon Pishny- Requested that in the future, they would appreciate if the whole subdivision could be notified of things of this nature. Not just those within 1000ft.

Secretary Kentner- The concerns regarding traffic; that is something that the planning commission can address. For example, on lot nine, rather than allow a driveway access, we can eliminate at least one driveway by requiring lot nine to access off of the new street. There’s not much we can do about lot eight because there is no other access. As far as annexation into the city: the City’s comprehensive plan does not currently show us annexing or moving in that direction. However, all things are subject to change. In regards to the water, I’m not aware of any detailed plans regarding water extension. If it were to be extended out there, there is a charge for that.

Member Lucas- Where does the City water end?

Secretary Kentner- I believe it ends at Airlinks Rd. It would be a significant distance.

Member Rishel- We have regulations for septic tanks. Do we not have any requirements for water supply regarding pressure?

Secretary Kentner- They have to be able to provide adequate water. That is the only thing the regulations state.

Discussion ensues regarding existing well issues and whether there would be an effect on the current water supply.

Secretary Kentner- If a new home is within 400 feet of a public water supply, KDHE requires them to connect to that water supply. One thing we would probably want is a letter from that water supplier stating that there would be adequate water for the new subdivision.

Member Rishel- Is that a public or a private water supply?

Secretary Kentner- It’s a district so it is public. But the well is privately owned.

Member Lopez- You mentioned you wanted to know specifically what type of homes were going in. Do you mean modular homes or mobile homes?

Lon Pishney- Well, we would be concerned about mobile homes for sure and the concern about modular is with the style. Our HOA has covenants that state a certain portion of the front of the home has to be brick. We aren’t necessarily saying they have to go by our covenants but as Tim said, if there are homes on the other side of Allen St. that decrease the value of the ones already on Allen, we are concerned about that. Mobile homes would definitely be a concern. We’ve already had issues with the mobile homes to the south of us and they’re not nearly as close as theses would be. We aren’t as concerned with the size and square footage but more of the way they are built and if they will have a negative impact on our homes.

Staff Becerril- Residential Designed Manufactured Homes are allowed in “L-R” Districts as double-wides.

Secretary Kentner- The County Commission encourages every new subdivision to have an HOA. We cannot regulate between the differences of a manufactured home and modular homes. Our regulations state that a manufactured home is designed to the HUD building code and modular homes are designed and manufactured to the building code adopted by the local officials. However, the covenants put restrictions on those. So that could be an additional item that the planning commission recommends.

Chairman Howard- Do we know what they are proposing at this point?

Secretary Kentner- I will have the developer answer some of those questions about the detailed plans, I just wanted to explain some things first. As far as the notifications, we are only required to send them to those within 1000ft so I do apologize for any

inconvenience. As far as traffic in regards to the highway, that would be an issue that the county would need to address. This subdivision could have an impact on that. I would think it would be very small, however, with the entire subdivision, it could be a larger impact. We would probably want the county engineer to weigh in on that.

Ken Parks- I've been told there is plenty of water. He may have issues with the system that can be addressed but I think the bigger issue is that the water system has about a two year agreement with KDHE to do something about the water quality. Something will happen within a couple of years and I think everyone is leading towards the City bringing a line out there. I don't know what can be done about the water pressure but there is plenty of water.

Member Rishel- Do they have hydrants out there? Do they have to rely on the truck to get there?

Ken Parks- No hydrants. Which is where the additional insurance comes from. Regarding the types of houses, the developer does what to coordinate with what is already out there. He has no intentions on building a low quality subdivision. There won't be mobile homes but there will be a mixture of stick-built and pre-manufactured. I think the main point is that aren't trying to create a different mix, they want it to fit in. I don't foresee an issue with the value of the home prices. I'm not sure if they've talked about having an HOA or not but I'm sure there will be some covenants. As far as future plans, I don't think they've thought that far down the road. I don't know if there will be a second or third phase. We just know they are trying to do phase one and see if that works. I do know they are concerned about safety issues too. On the one hand, maybe more people living there will call more attention to it.

Secretary Kentner- Will there be any issue with that one lot having a drive off of the interior road?

Ken Parks- No, it's plenty wide. I don't think there would be any issue.

Secretary Kentner- That would eliminate one driveway.

Member Lopez- I don't know that that's the real issue. I think they are more concerned with traffic heading south on Towns Rd and adding to the traffic they already have.

Secretary Kentner- As far as perceived and real traffic, the more driveways you have, the more frequent you could have accidents. I know the county doesn't want to add several driveways on a major road. For us, that would be an easy fix to eliminate as many driveways from Towns Rd.

Member Gigot- We have three entrances into Sagebrush though.

Secretary Kentner- Right.

Member Chappel- You've got a pretty good hill you're coming off of; 15 or 16 feet. Have you thought about putting a frontage road along Towns Rd. to eliminate that entrance?

Ken Parks- Ridgeview Court sits higher up on that hill. We've looked at several different entrances to lot eight but haven't come up with any.

Member Chappel- It looks to me that the water is your biggest issue. It's probably an issue with the line more than anything else.

Garrett Wright- In speaking with an engineer, he recommended an 8 inch line so you could add hydrants if it ever does connect. It should actually increase water pressure downhill.

Member Chappel- Are they talking about replacing lines out there?

Discussion ensues regarding the water lines and connecting to city water.

Gerald Wright- The whole 180 acres can't be developed because part of it is in the flood plain. From where we are to the cemetery and we might be able to expand depending on how well this goes over. If you go to the west, those lots are unusable because there is a high-pressure gas line that goes right through the middle of them. That's why we are staying up against Towns Rd. Initially, we tried to go all along Allen Drive but the gas line kept that from working.

Lon Pishney- This lot is privately owned. However, right in there is a building for the telephone company and I don't know how that affects whether or not it could be done. Secondly, the entrance to our subdivision is right in here and goes along Allen Rd and one of the things we talked about last night is not only do we have traffic on Towns Rd but we have speeding issues within our subdivision that we are trying to address. That telephone building creates some issues.

Chairman Howard- The big issue is going to be the water.

CLOSE PUBLIC COMMENT

Member Rishel- I agree we probably need to have KDHE and the water district come up with something before we approve this plat because not only do we have the water pressure problems, but if you keep increasing the density out there, a pumper truck isn't going to do much if you get a grass fire out there.

Secretary Kentner- Is the action to table until you receive further information from the water district regarding water pressure and quality?

Chairman Howard- Is there a sewer district?

Secretary Kentner- There is, we haven't heard any problems with the sewer.

Ken Parks- I'm told there's no capacity issue and we would be tying into the current system.

Chairman Howard- And that's permissible? No problems?

Staff Becerril- It would probably require a letter.

Secretary Kentner- We will get a letter from the sewer & water district.

MEMBER RISHEL MAKES MOTION TO TABLE UNTIL FURTHER INFO FROM KDHE IS OBTAINED.

MEMBER LAW SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

FC2013-36: Rezone 410 E. Six Mile from “S-E” to “R-R”, Finney County.

Staff Henderson reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER CHAPPEL MAKES MOTION TO REZONE

MEMBER LOPEZ SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

GC2013-47/57: Schulman Crossing Phase II Plat and Rezone

Staff Henderson reads staff report

Evan Fitts- I did have a minor comment to the staff report. Tyler Edwards was the Menards representative and when it goes to the council I'd like to change that to Mike Robbe from Collett. Other than that, I'm here to answer any questions.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER LAW MAKES MOTION TO REZONE

MEMBER LUCAS SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

MEMBER RISHEL MAKES MOTION TO APPROVE PLAT

MEMBER GIGOT SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

GC2013-51/37: Amend comp plan and rezone 3101 N. campus from “A” to “R-3”, Calvary Assembly Assoc.

Staff Henderson reads staff report.

OPEN PUBLIC COMMENT

Randy Jackson, 1919 Pioneer- We are against the rezoning of that to “R-3” especially without some sort of plan or design.

Reasons against the rezoning include: property values due to surrounding multi-family, noise, traffic, and road infrastructure.

CLOSE PUBLIC COMMENT

Member Lopez- I appreciate his comments but by the same token, I think the city is going to continue to grow in that direction until we fill in that area between Pioneer Rd and the bypass. However, having said that, after listening to his concerns, we are essentially approving something without any specific plan in place.

Member Rishel- First of all, even though subjective rezoning is not illegal, it is highly questionable and against the comprehensive plan so I don't see any grounds to change the comprehensive plan at this time. Especially so we don't have a representative here.

Secretary Kentner- You as the Planning Commission have the authority to downsize that zoning request. For example, you may not want to change the comprehensive plan because it does show it as residential. You could then rezone it to single-family residential if you chose to.

Member Lucas- So “R-1” will comply?

Secretary Kentner- Yes, “R-1” would be the same as the zoning to the south. Churches are allowed to go in Agriculture districts, “R-1,2,&3”. Pretty much everything but Industrial.

Member Lopez- I think it would be fair to not take any action at all.

Chairman Howard- If we went to “R-1”, the church can remain there?

Secretary Kentner- Yes, it would have no impact.

Member Lopez- The church can remain there regardless.

Secretary Kentner- Yes. It’s my understanding they are trying to sell the property.

Staff Henderson- Calvary Assembly that owns it now is leasing it to another church and that church is the potential buyer. The plans currently are to remain a church. They are just trying to keep their options open in case they need to sell the property in the future.

Chairman Howard- I’m not in favor of rezoning because something might happen later on down the road just because it’s easier than doing it later. The comprehensive plan calls for “R-1”. It needs to be an “R-1” however, they are requesting “R-3” but they aren’t here so I say leave it alone.

MEMBER LOPEZ MAKES MOTION TO DENY THE REZONING.

MEMBER GIGOT SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

MEMBER LOPEZ MAKES MOTION TO DENY AMENDING THE COMPREHENSIVE PLAN.

MEMBER RISHEL SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Yea | Yea | Yea | Yea | Yea | Yea | Yea | Not Present |

Motion passed.

GC2013-54: To consider adoption of the Downtown Master Plan.

Secretary Kentner reads staff report.

OPEN PUBLIC COMMENT

Dr. Beverly Glass, Downtown Vision supports the Downtown Master Plan and is excited about growth and revitalization.

Matt Allen, City Manager supports the Downtown Master Plan.

Duane West Has concerns regarding the following:

1. *Changing Main Street to a 3 lane road would be detrimental to travel and business.*
2. *The Cultural District on 8th Street would separate the community and not unify.*

CLOSE PUBLIC COMMENT

Member Rishel- Main Street was laid out years ago and I travel Main Street often. When you start parking trucks down there in those angled stalls, it makes for an accident waiting to happen.

Secretary Kentner- Actually, this is one of the topics that was discussed several times. We took votes at two separate occasions and the vote was 27-2 in favor of temporary re-striping. The traffic engineers reviewed this change and the accident reports and they are doing this as a test. We understand it may not be the best thing but we won’t know until we try it. Changing the angle of the parking stalls will add 2 feet for the longer vehicles to park. Regarding the cultural district: This was brought up by the citizens and this was to celebrate the diversity of the community. We just came up with ideas from what the public requested.

Member Rishel- I don’t know how many attended the joint meeting between the City Commission and the Planning Commission but our performance was less than stellar as far as meeting the comprehensive plan and providing support for our 60% majority in the community. This is one of the things that was addressed. Our plans are simply plans. I commend those who put this together.

Member Lucas- I would agree. Based on my review of the document, it was a close priority after streetscapes and maintenance. The unification has been a significant issue on the minds of many. We always talk about how we celebrate diversity in Garden

City and most of the time I think it's lip service. We talk about we have all these different cultures but there is no clear effort to celebrate those cultures. In terms of creating an identifiable district downtown, I think that's a positive step in that direction.

Secretary Kentner- Just to review that, the idea behind the Cultural District was to create an area of diversity and to promote the cultural character of our city; not to divide. That was not the intent. They don't see this issue in other communities that have done this. One of the areas they looked out was on 8th Street and this would also help to revitalize that area as well. It would benefit the businesses in the area and also generate traffic to other downtown businesses.

Member Rishel- Tanner was involved in the original process of creating a new logo and mission statement for Garden City.

Member Lucas- Yes, and when you look at the research, if there are defined districts, they become destinations. Granted, most of that research is done on a much more metropolitan scale, the first step is identifying what those districts are. I view this as a step in that direction as opposed to a solution to celebrating other cultures.

Chairman Howard- As far as districts, I would be 100% against having a district like this in the Asian district or having a black shopping district. We are trying to unify everyone not separate. We've been trying to get rid of this for years, why bring it back?

Secretary Kentner- Actually, when this brought up by the citizens, the staff went out and spoke with the business owners. They had no problems with that. We aren't making it anything other than a cultural district map. The area could be a combination of all of our cultures. Of the over 4,000 people that participated in the comprehensive plan said they wanted to see a "Little Mexico" or a "Little China Town". That was what was in the comprehensive plan. Staff did not bring this up, it was suggested by the public.

Chairman Howard- This is Garden City, America. You fly one flag here. I don't think we need to have the Mexican flag here or the Chinese flag there.

Secretary Kentner- I don't think that is what they are saying.

Member Rishel- I think they mean a world market center where we have all cultures represented.

Member Lopez- I think you are getting too carried away with this divisive situation. You are bringing in other political issues that have nothing to do with what they are trying to do. They are specifically stating that this is Hispanic either. They are saying cultural diversity. It's not a matter of promoting diversity; it's a matter of recognizing it. I appreciate that.

Chairman Howard- Where is the Caucasian district going to be?

Secretary Kentner- This is a cultural center that will celebrate the culture of the community as a whole.

Member Lucas- It's not celebrating any one culture.

Chairman Howard- You mean a cultural area for the Hispanic and the Asians.

Member Lucas- We aren't talking about a "Little Mexico", "Little Italy" or "China Town".

Member Lopez- Our new (inaudible) for this community celebrates our diversity. I don't see that as divisive.

Secretary Kentner- That's what it's all about. They didn't designate it as a "Little Mexico" or "China Town".

Member Rishel- If you go to these communities that have cultural centers, it's like the world market where there are Hispanics selling crafts and foods. There are Asians selling items. There are Indians selling items.

Member Lopez- I don't see why there are some people in this community who feel threatened by this anymore than people of Hispanic heritage feeling threatened by Oktoberfest. I don't feel threatened.

Staff Becerril- You will want to set up your shop there because there is a lot of traffic.

Member Rishel- I know at the Police Department we have a big push to include the culture and the diversity. We are going out into individual communities to try and explain the difference in our cultures.

Secretary Kentner- I don't think it was a way to divide the community. I think it's a way to celebrate the cultures we have. I think it would add to the draw of the downtown as well as add another venue.

Dr. Beverly Glass- There was actually a lot of making it larger and bringing in Irish (inaudible) and something of the German flavor. We are so used to thinking Hispanic, Asian, and Burmese when we hear cultural but we also celebrate the European people that settled in this area. I think it was the plan for this area to have some really nice shops. There was concern that this was going to look like a Farmers Market but that's not the intent.

Duane West- The whole downtown should be a cultural district. That's the part where I think you are making a mistake here. We are looking at trying to do something with the theater and other places downtown are empty. You aren't going to get any Irish, German or Scottish businesses that go in over on 8th Street because it is already predominately Hispanic. We need to look at the downtown as a whole, not just that part.

Secretary Kentner- This area will still be part of the downtown but there is already a lot of diversity in this area.

Duane West- I think that the thought that the pick-ups stick out is suspicious because I've only seen one case where there was a pick-up sticking out. You had to be careful but you could still get by.

Secretary Kentner- The Master Plan will be used similarly to the Comprehensive Plan. None of these things are paid for. They still have to go through the CIP, the Governing Body, and the Planning Commission on a case-by-case basis. On the staff reports in the future, it will state that something does or doesn't meet the comprehensive plan and/or the master plan. It will be used by staff to help guide those coming in that want to reinvest in the downtown area.

Member Lopez- I'm glad you said that. It's a tool. All of these things still cost money. Personally, I don't like the 3-lane idea either but by the same token, I don't know if it will fly with the community as a whole. It will be interesting to see what happens. I agree with Mr. West on the fact that if you involve the State of Kansas to change that to a 3 lane, it's going to take an act of Congress to change it back if we don't like it. Given all that, looking at it as a tool and how many people who have added their input and how much time and money the City has invested, I'd like to see it approved.

*MEMBER LOPEZ MAKES MOTION TO APPROVE
MEMBER RISHEL SECONDS MOTION*

Votes were taken by yeas and nays and recorded as follows:

| | | | | | | | |
|-------|-------|--------|-----|-------|---------|--------|-------------|
| Lucas | Gigot | Howard | Law | Lopez | Chappel | Rishel | Sheets |
| Yea | Yea | Yea | Nay | Yea | Yea | Yea | Not Present |

Motion passed.

Meeting adjourned at approximately 11:20A.M.

Jim Howard

Chairman

Kaleb Kentner
Roberto Becerril
Samuel Henderson

Secretary

DRAFT



Garden City Downtown Master Plan

City of Garden City
Planning and Community Development Department
301 N. 8th Street, Garden City, KS



2013

ACKNOWLEDGEMENTS

First and foremost, the recommendations of the Garden City Downtown Master Plan are directly attributed to the hard work and the participation of the Garden City residents who contributed so willingly and devoted their time and efforts to making this project successful. And, to the City Commission for their continued commitment and their leadership; to the Garden City Downtown Vision, Inc., the Board members, the Planning Commission members and the City Staff. To all who participated, we recognize your dedication and efforts in making Downtown Garden City beautiful and successful.

NOTABLE INDIVIDUALS:

Alan Ashinhurst
Amber Sellers
Ben Reichmath
Becky Henry
Brian Weber
Bill King
Bill Nelson
Brian Rupp
Brice Schlindt
Candace Gamino
Chandra Lay
Chris Regan
Clayton Holds
David Crase, Former Mayor
Debbie Wharton
Dean Ryan
Deb Robinson
Devan Ford
Douglas Harlen
Don & Nancy Harness
Doug Crotty
Duane Drees
Duane West
Dylan Hunter
Ed & Lea Ann Drevnick

Elva Madrid
Enrique Alvarado
Erin Fitzpatrick
Gene Davis
George Wharton
Gwen Tietgen
Heather Davis
Jack Simpson
James & Janie Morgan
Jamie Biera
Jesse Arteaga Jr.
Judy Nusser
Keith Collins
Kelly Drees
Kin Interlied
Kim Robinson
Larry Thompson
Le Fairbairn
Liz Sosa
Logan Walker
Linda Roth
Lona Duvall
Mark A. Pamplin
Marti Nusser
Melissa Fulton

Michele Reichmath
Marsha Grisell
Miranda Helfrich
Natividad Hernandez
Nicole Lucas
Ron Catanese, M.D.
Rudy Espino
Scott Aust
Sean Collins
Shawna Deal
Shonda Collins
Silvia Clemente
Stewart Nelson
Tim Regan
Tim Turner
Tina Kendall
Trevor Green
Vicki Germann
Vivian Fankhauser
The Garden City Telegram

Downtown Vision, Inc.

Arlene De Cardenas
Beverly Schmitz Glass, Ph.D.
Bruce Glass
Curt Kinney
Julie Christner
Kendall Kepley
Kent Carmichael
Matt Kirchoff
Vince Mancini

City Commission

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

Planning Commission

Jim Howard, Chairman
Ken Rishel, Vice Chair
Mario Lopez
Bernard Chappel
Marc Gigot
Patrick Garcia
Tanner Lucas
Sean Sheets
Robert Law

City Staff

Matt Allen, City Manager
Sam Curran
Mike Muirhead
Kaleb Kentner
Steve Cottrell
Alex Mestdagh
Ashley Freburg
Roberto Becerril
Sam Henderson
Kent Pottorf
Alan Geier

TABLE OF CONTENTS

Section 1: Executive Summary and Introduction 2

- I. Introduction
- II. Purpose of the Master Plan & Statement of Intent
- III. Land Use and Comprehensive Plans
- IV. Statement of Objectives, Principles and Design
- V. Overall Vision and Key Goals
- VI. Downtown Master Plan Process
- VII. Development Opportunities

Section 2: Existing Conditions - Background & Land Use 5

- I. Garden City History
- II. Physical Conditions and Transportation
- III. Existing Downtown Boundary
- IV. Land Use
- V. Demographics, Downtown Market Analysis and Trade Area
- VI. Retail & Residential Background

Section 3: Downtown Master Plan – General Overview 8

- I. 2013 Downtown Boundary
- II. Future Physical Conditions and Transportation
- III. Land Use
- IV. Residential
- V. Retail
- VI. Mixed Uses
- VII. Revitalization
- VIII. Historic Preservation
- IX. Cultural District
- X. Gateways

Section 4: Downtown Master Plan Elements 19

- I. Streetscape Improvements and Standards
- II. Environmental, Social and Economic Sustainability

Section 5: Implementation Plan 28

- I. Implementation Strategies and Initiatives
- II. Priorities and Sequencing (Phasing)
- III. Capital Improvement Projects (CIP)
- IV. Short Term
- V. Mid Term
- VI. Long Term
- VII. On-Going

Summary 30

TABLE OF FIGURES

Appendix A: Table and Maps 31

Table A.1. Table: Downtown Master Plan Recommendations

Fig. A.1. Enlarged Downtown Boundary

Fig. A.2. Enlarged Garden City Downtown Land Use Map

Fig. A.3. Enlarged Art and Street Furniture Locations

Fig. A.4. Enlarged Cultural District Map

Fig. A.5. Enlarged Brick Streets Map

Garden City Downtown Master Plan

2013

City of Garden City
Planning and Community Development Department
301 N. 8th Street, Garden City, KS



Section 1: Executive Summary

I. Introduction

The Garden City Downtown Master Plan is intended to compliment the City's Comprehensive Plan, focusing on the development of the Central Business District (CBD) over the next five to 10 years. In 2009, the City of Garden City Comprehensive Plan devoted a significant amount of material and analysis to Downtown Garden City, identifying current and future growth and development opportunities in the Central Business District.



Figure 1.1 – Current Garden City Downtown Boundary

II. Purpose of the Master Plan & Statement of Intent

The purpose and intent of the Garden City Master Plan is to establish a strong and sustainable framework that sets the character of the Downtown through open spaces, streetscapes, and supports a vibrant environment of mixed use retail and residential uses.

III. Land Use and Comprehensive Plans

The Garden City Comprehensive Plan helps establish the Land Use vision for future growth, and it serves as a guide for future land uses and development opportunities.



Figure 1.2 – Garden City Comprehensive Plan Cover

IV. Statement of Objectives, Principles and Design

The following principles direct the Garden City Downtown Master Plan and prioritize its initiatives:

- A. Maintaining a prosperous downtown for local businesses, economic development, job creation, and enhanced quality of life, and continue to be

SECTION 1: EXECUTIVE SUMMARY

I. Introduction

II. Purpose & Intent

III. Land Use & Comprehensive Plans

IV. Objectives, Principles & Design

V. Overall Vision

VI. Process

VII. Development Opportunities

a dominant economic engine for local citizens and the entire region.

- B. Create a downtown that provides for and appeals to every generation. Successful downtowns operate at all hours and attract all ages.
- C. Embody the “Garden” in Garden City through a well-designed streetscape, the integration of urban green spaces, and design guidelines that promote sustainable buildings. Create a balance between people and automobile use by promoting a livable environment and human interaction (e.g. walkable neighborhoods, create indoor and outdoor spaces, provide for street art and foster safety).

CALL TO ACTION -- GOALS AND GUIDING PRINCIPLES

GOAL #1

Maintaining a prosperous downtown is important for local businesses, economic development, job creation, and enhanced quality of life. Downtown Garden City should continue to be a dominant economic engine for local citizens and the entire region.

GUIDING PRINCIPLES

- Continue to promote downtown Garden City has multi-use with opportunities for retail, office, residential, entertainment, and recreation.
- Consider downtown a community and regional “resource area” for community events, festivals, farmers markets, art walks, and sidewalk sales.
- Work with developers to be a regional provider of urban living options like lofts, condos, and second story flats.

IMPLEMENTATION STRATEGIES FOR GOAL #1

| Recommendation | Complete |
|--|----------|
| Form a downtown improvement district to manage and fund future downtown urban design and beautification initiatives. | |
| Work with stakeholders to utilize low income (LIHC) and historic preservation (HP) tax credits to develop new housing units or to renovate properties. | |
| Work with a local developer to build one loft-style “model” for public viewing to serve as a tangible example of urban living. | |
| Create an entrepreneur incubator in downtown that provides shared office spaces and services to local start-up businesses. | |

GOAL #2

Create a downtown that provides for and appeals to every generation. Successful downtowns operate at all hours and attract all ages.

GUIDING PRINCIPLES

- Emphasize downtown as a place for restaurants. Restaurants produce foot traffic and encourage activity that extends the downtowns hours of operation beyond 5:00 pm.

- Encourage Garden City youth frequent downtown
- Provide more opportunities for families to frequent downtown.

IMPLEMENTATION STRATEGIES FOR GOAL #2

| Recommendation | Complete |
|--|----------|
| Organize a community-wide event in downtown that highlights the advantages of downtown living. | |
| Work with the appropriate groups to relocate the Farmer’s Market in downtown. | |
| Work with a local developer to build one loft-style “model” for public viewing to serve as a tangible example of urban living. | |
| Design and build a splash pad in the downtown area. | |

GOAL #3

Downtown should embody the “Garden” in Garden City through a well-designed streetscape, the integration of urban green spaces, and design guidelines that promote sustainable buildings.

GUIDING PRINCIPLES

- Recognize those individuals and businesses that positively contribute to the aesthetic of the downtown area.
- Public art should be an integral component of the downtown fabric and streetscape.
- Establish a consistent crosswalk pattern, consistent planters, and coordinated streetscape and replicate throughout downtown.

IMPLEMENTATION STRATEGIES FOR GOAL #3

| Recommendation | Complete |
|---|----------|
| Establish design guidelines – form based – for Main Street that emphasize quality design through sound materials and historic preservation. | |
| Initiate a downtown streetscape master plan that includes streetscape features as well as downtown branding and marketing plan. | |
| Create a public art walk utilizing vacant storefronts as “galleries” to the adjacent sidewalk. | |

Figure 1.3 – Garden City Comp Plan Goals

The Garden City 2020 Comprehensive Plan identified the following areas shared by successful downtowns:

- A. Contain preserved and historic buildings.
- B. Are pedestrian friendly and walkable.
- C. Offer an enhanced sense of place through furnishings, planters, banners, and other streetscape elements.
- D. Contain a broad mix of services, shops, and restaurants.
- E. Are located adjacent to residential neighborhoods.
- F. Are clean and safe.

OUTCOME THREE: REVITALIZED DOWNTOWN

INTRODUCTION

A thriving central business district with active streetscapes, occupied storefronts, and clean sidewalks can be an indicator of the sustainability of a community. A healthy central business district possesses intangible elements and is often a significant component of community pride. Maintaining a prosperous downtown is important for local businesses, economic development, job creation, and enhanced quality of life. Many downtowns within Midwest communities are declining and Garden City’s downtown, unfortunately, is part of this trend. Main Street has changed significantly over the years. What once used to be a lively, sustainable and thriving hub for businesses, restaurants, gathering spots, entertainment venues, and high pedestrian and vehicular traffic, has become less active and populous over time. Many vacant storefronts adorn Garden City’s prominent downtown thoroughfare and pedestrian traffic is meager. However, there is good news to report. Trends around the country show continuous increases in attention and interests in downtown / central business district areas. Garden City looks to be a part of that trend.

What makes a downtown or central business district successful? While a prescriptive formula does not exist, many successful downtowns share some consistent themes:

Successful downtowns contain preserved and historic buildings. Older buildings have charm and often contain unique historic features. Adaptive reuse transforms older buildings, which have outlived their original purposes, into buildings that are suitable for new uses while retaining their unique and architecturally significant features.

Successful downtowns are pedestrian friendly and walkable. These areas have wider sidewalks, are more compact and are of a scale that allows pedestrians to travel on foot from one end of the central business district to the other in five minutes or less.

Successful downtowns offer an enhanced sense of place through furnishings, planters, banners, and other streetscape elements. All of these features combine to create an environment that is special, fun to be in, and visually appealing.

Successful downtowns contain a broad mix of services, shops, and restaurants. Downtowns need to provide visitor’s reasons to stay, shop, explore, and mingle. A downtown with a single restaurant or a single type of service does not encourage visitors to search around for other activities or destinations. Restaurants are especially likely to produce foot traffic within a downtown. Also, a broad mix of destinations and activities extends the downtowns hours of operation beyond 5:00 pm.

Successful downtowns are located adjacent to residential neighborhoods. Adjacent neighborhoods benefit from the shops, dining establishments, and entertainment options because these downtown destinations are within walking distance. The downtown benefits because of the additional foot, bicycle, and vehicular traffic.

Successful downtowns are clean and safe. Public perception, while not always accurate, can strongly influence our sense of comfort and safety. If a downtown is perceived to be unsafe, then many visitors will seek alternative destinations. Therefore, a downtown needs to keep sidewalks structurally repaired, provide adequate lighting, and ensure that trash and litter is minimized.

THE WAY A CITY IS LAID OUT CAN EITHER ENCOURAGE OR INHIBIT THE SERENDIPITOUS ENCOUNTERS THAT SPUR INNOVATION AND SOCIAL ENCOUNTERS. BY CREATING PLACES WHERE PEOPLE WITH CONTRASTING NEEDS AND OBJECTIVES “BUMP-INTO” EACH OTHER, CITIES AND PLACES ARE ABLE TO MAXIMIZE OPPORTUNITIES FOR INTERACTION AND CREATIVITY.

Figure 1.4 – Garden City Comp Plan Goals

V. Overall Vision and Key Goals

The Downtown Master Plan serves as a guide to successfully achieve a vibrant and successful Downtown. It serves as a tool to establish a vision for future growth, respecting the land use, values, and traditions of Garden City residents; and perhaps create new traditions and future uses for the generations to come, for both residents and visitors alike.

VI. Downtown Master Plan Process

The creation of a Downtown Master Plan was inspired by the Garden City 2020 Comprehensive Plan. The plan states that a key indicator of a healthy sustainable community is a prosperous central business district.

The process followed to produce this Downtown Master Plan included:

- A. Performing research of the various documents such as the 2020 Comprehensive Plan, the Downtown Market Study, the CBD Development Plan, just to name a few.
- B. Surveying the community in general and performing public meetings to gather information regarding what the citizens actually wanted for the downtown
- C. Adoption of the Master Plan by the governing body, and
- D. Implementation.

In 2012, City Staff started the process by organizing and performing research of various documents, and gathering information from the Downtown Vision, Inc., the local Kansas Main Street organization.

Staff received approximately 250 responses to surveys available online and in hardcopy. There were approximately 80 participants present at the community meetings with an average of 35 participants per meeting. In addition, staff received letters, e-mails, office visits, and phone calls from concerned citizens who were not able to attend the meetings, but wanted to voice their opinions, giving direction to the elements of this document. Several articles were also published in the local newspaper.



Figure 1.5 - Downtown Master Plan public meeting



Figure 1.6 - Downtown Master Plan public meeting

Section 2: Existing Conditions Background & Land Use

I. Garden City History

Our southwestern Kansas community of Garden City takes pride in being blessed with a rich history. Garden City began to be settled in the spring of 1879. The town experienced modest development throughout its history as businesses and buildings emerged to meet the needs of the growing population. Today the population has reached almost 30,000 people.



Figure 2.1 – Main Street, Garden City, KS

II. Physical Conditions and Transportation

Garden City has a semi-arid steppe climate with hot, dry summers and cold, dry winters. It lies on the north side of the Arkansas River in the High Plains region of the Great Plains.

U.S. Route 50 and U.S. 400, an east-west highway, meets U.S. Route 83, a north-south highway, and enters Downtown as Main Street.

The Garden City Regional Airport is located southeast of the City, approximately eight miles from Downtown.

Garden City was located on the National Old Trails Road, also known as the Ocean-to-Ocean Highway that was established in 1912. The train station is located at the south end of Downtown, on Main Street.

Finney County Transit operates CityLink, a public transport bus service. The Red and Orange Routes, as well as a minibus paratransit service, serve the Downtown Area.

III. Existing Downtown Boundary

The Downtown Area boundaries are generally defined as follows:

- A. North Boundary** - Walnut Street and Buffalo Jones Avenue. This area includes residential uses, and abuts Garfield Elementary School to the north.
- B. East Boundary** – The eastern boundary staggers along Main Street and 7th Street and the alleys. It encompasses Stevens Park on Spruce Street and Main Street, businesses, churches and residential properties exist along this boundary.
- C. South Boundary** – Fulton Street is the primary boundary to the south, and it includes retail and office buildings along Main Street to the Rail Road tracks.
- D. West Boundary** – 9th Street is the primary boundary, although it staggers in some places with 8th Street. It encompasses the City and

SECTION 2: EXISTING CONDITIONS

- I. History
- II. Physical Conditions & Transportation
- III. Existing Downtown Boundary
- IV. Land Use
- V. Demographics Market Analysis & Trade Area
- VI. Retail & Residential Background

County administrative buildings including the Courthouse and the police and fire stations, as well as retail and office buildings.

IV. Land Use

Though the economy of Garden City is driven largely by agriculture, Garden City is also the retail hub of Southwestern Kansas. Downtown land uses encompass retail, residential, mixed use, and public facilities.

V. Demographics, Downtown Market Analysis and Trade Area

A. Demographics

As of December 31, 2012, Garden City's estimated population is 29,167. The population density was 3,136.2 people per square mile. There were 9,656 housing units at an average density of 1,136.0 per square mile. As of 2009, the median income for a household in the city was \$47,777, and the median income for a family was \$53,766. The trade area's population is projected to remain relatively stable on a long-term basis.

B. Trade Area

The 2009 Downtown Market Study helped determine the primary, secondary, and tertiary trade areas. These areas extend through the southwest Kansas region, parts of southeast Colorado, and the Oklahoma Panhandle.

C. Downtown Market Analysis (Retail/Residential)

As of early 2009, there were approximately 178 business establishments offering a variety of goods and services in Downtown Garden City. In addition to retail businesses, there were approximately 23 residential units and 17 professional offices. There were an estimated 24

vacancies among the 178 businesses, governmental and residential establishments counted.

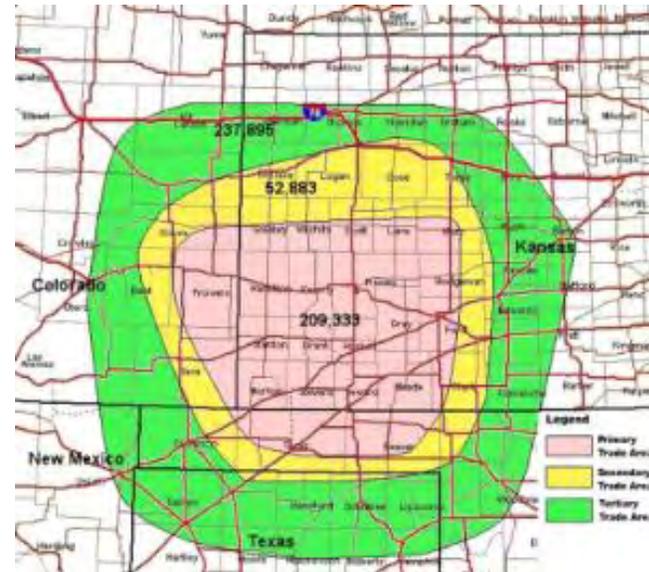


Figure 2.2 – Finney County Trade Area

VI. Retail & Residential Background

The development or reuse of quality and affordable rentals has been successful thus far in the Downtown second story.

Although Garden City has grown on a relatively consistent basis since the 1960's, there have been fluctuations in population and household growth in the larger regional and trade area primarily due to the overall availability of jobs.

Hotels in Garden City are generally operating at a fairly healthy level. Incorporating a hotel into Downtown Garden City, whether at the Historical Windsor Hotel or any other downtown location, may

be difficult without a significant increase in Downtown activities and services to compete effectively against the services available to hotel customers on Kansas Avenue and near the highways.

Restaurants and other food services are among the most likely candidates for near term tenanting opportunities. Downtowns are typically most attractive for specialty retail, as well as restaurant uses.

Shopping in general should also be considered. Specialty foods, craft items, antiques, and the like are often found in downtown locations. The analysis suggests that at least 11,656 square feet, up to 20,000 square feet of demand may come to the downtown area. This could include a number of different restaurants offering a variety of different cuisines. Considering that development momentum is established, more restaurants could potentially be accommodated.



Figure 2.3 – Garden City Central Business District Development Plan (1994)

**Section 3:
Downtown Master Plan – General Overview**

The Downtown Master Plan general overview depicts some of the more general issues regarding the Downtown Area. These are over-all ideas and concepts that will help direct the growth of the Downtown Area.



Figure 3.1 – 2013 Downtown Boundary Map

I. 2013 Downtown Boundary

Based on a general consensus, the Downtown boundary was modified as shown on Fig. 3.1. This boundary expansion allows for opportunities to attract more patrons to the area by installing monumental gateways at Kansas and Main, and south of Fulton Street. The new boundaries will define the area of the Central Business District, and allow participation in incentives, initiatives and the programs designed for Downtown properties.

To help define the Downtown Area, arch type monuments, significant in size will be located on designated areas to be known as gateways, and medium size columnar monuments will be located at the entrances of the Cultural District, which will define and enrich the cultural and civic activities.

RECOMMENDATION: Adopt the new 2013 Downtown Area Boundary Map.

II. Future Physical Conditions and Transportation

A couple of the most important aspects of a place are the physical conditions, meaning the general character such as the aesthetics, and its functional elements such as sidewalks and streets.

A. General Character of the Downtown Area.

The public enthusiasm to continue beautification efforts and enhance the character of Downtown was defined into two categories.

“Contemporary Architecture” style was defined as the style which is typically oriented for pedestrian friendly access. It typically contains elements such as walkable plazas, wide

**SECTION 3:
GENERAL OVERVIEW**

- I. 2013 Downtown Boundary
- II. Future Physical Conditions & Transportation
- III. Land Use
- IV. Residential
- V. Retail
- VI. Mixed Uses
- VII. Revitalization
- VIII. Historic Preservation
- IX. Cultural District
- X. Gateways



Figure 3.2 - Prioritization Exercise Downtown Boundary

sidewalks, luminous signs, and brightly colored façades.

Whereas, “Historic Architecture” style in southwestern Kansas is typically oriented for vehicular access, it typically contains elements such as wide streets, discreet signs, and earth tone façades.

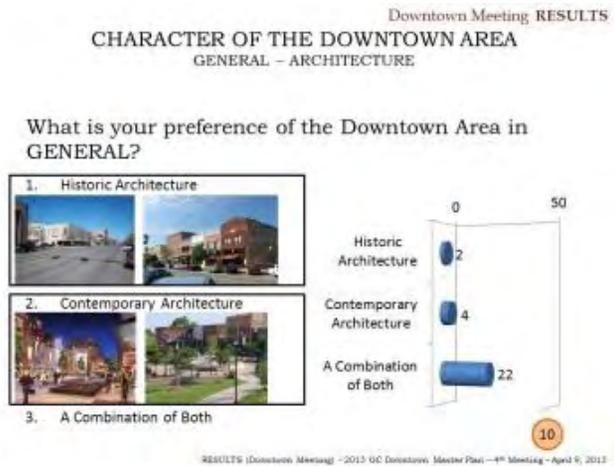


Figure 3.3 – Prioritization Exercise General Character

RECOMMENDATION: Although development in general is market driven, the Downtown Master Plan helps the developer identify the preferences for construction style and type. The general character of the Downtown Area was identified to be more contemporary combined with some historical elements.

A. Transportation

The most dominant mode of transportation within the Downtown Area is, and will remain, the automobile. Although the public commented about alternate approaches to transportation,

such as installation of a local trolley service and a public bicycle system, the general consensus was only to review these alternatives.

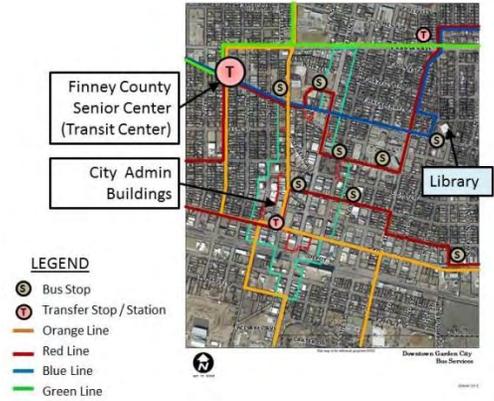


Figure 3.4 – Garden City Downtown Bus Route

The Finney County Transit operates CityLink, a public transport bus service. The Red and Orange Routes, as well as a minibus paratransit service, serve the Downtown Area. It was strongly suggested to revise the CityLink services and possibly install a transit center within the Downtown Area which will generate more activity in Downtown, promote pedestrian traffic and ease the need for additional parking.

RECOMMENDATION: Revisit the idea of alternate transportation to allow for a trolley service, a public bicycle system, install a transit center or adjust the routes and bus stops within the Downtown area to promote pedestrian traffic and ease the need for additional parking.

III. Land Use

Land Use designations are the 'blueprint' for growth and serve as a guide for zoning changes, future land uses and redevelopment opportunities. The existing zoning remains in place and properties may be rezoned at the property owners' request.

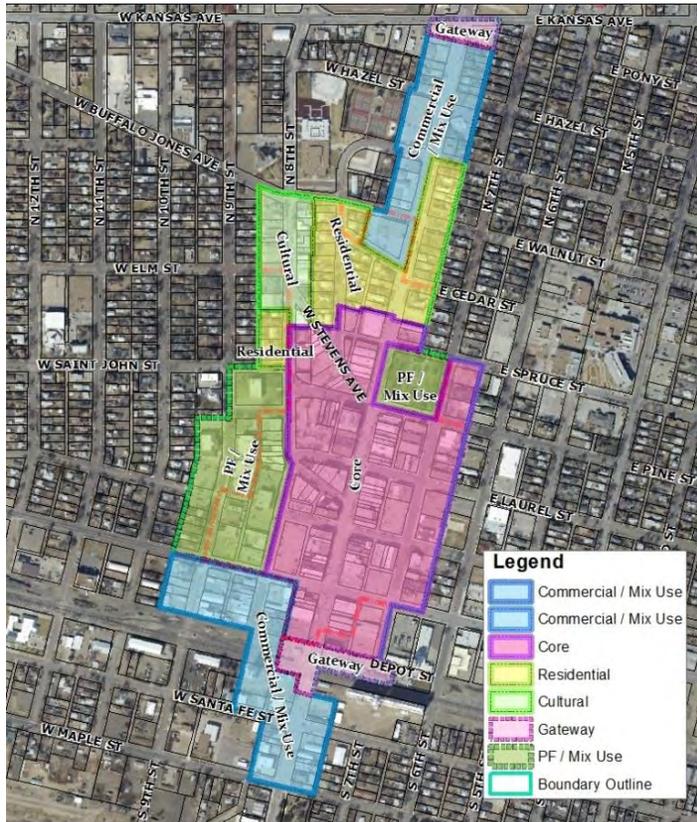


Figure 3.5 – Garden City Downtown Land Use Map

The Land Use designations are similar to the current definitions utilized by the Downtown Vision, Inc. The Downtown Land Uses include Gateway, Cultural, Commercial & Public Facilities / Mix-Use, and Residential areas.

The purpose for Gateway areas is to create visual attractiveness and emotionally powerful icons that will identify both the City and the Downtown Area.



Figure 3.6 –Gateway Monument (Conceptual)

Cultural areas promote diversity and character in the City. The intent of this area is to revitalize and enhance the character of the neighborhood to resemble Spanish Architectural styles, allow for events such as "Cinco de Mayo" and other festivals, and serve as a gathering place with a touch of charm and diversity in the community. The 2010 census shows that the Hispanic population in Garden City makes up 48.6% of the population, which is the largest ethnic group in the city.

The more central retail and residential mix use area is known as the core. The majority of the buildings are located at the front property line, and are composed of typical elements including wide streets, discreet signs, and earth tone façades. The general character of this area promotes 2nd story residential uses.

The Commercial/Mix Use areas include retail, intermixed with some single family and multiple family residential buildings. The Character of these areas is a general detached mix of these uses.

The Public Facilities / Mix Use areas, although they also encompass retail and residential uses, are oriented to allow for civic facilities such as City and County administrative buildings, police and fire stations, the Court House, and public parks.

The residential land use areas encompass residential units, whose character is driven by the market. These areas may allow for single family detached homes, multiple family units, such as townhomes, row homes or apartments. The general consensus regarding residential uses was that these units should include garages.

RECOMMENDATION: Adopt the Downtown Land Use Map.

IV. Residential

The development or reuse of 2nd stories in buildings as quality and affordable rentals has been successful thus far in Downtown Garden City. This development trend continues to make market sense on an incremental basis. Seniors, downsizing Boomers, young professionals, students, and those new to Garden City who may be in the area for work are market segments that are rent-sensitive and appear to provide the primary market for new rental units. The strengthening of neighborhood-serving retail and service businesses will be essential in ensuring that Downtown becomes a suitable residential area and potentially evolves into a market that can ultimately accommodate higher-end ownership residential units. Although development in general is market

driven, the Downtown Master Plan helps the developer identify the preferences for construction style and type.



Figure 3.7 – Residential (Conceptual)

RECOMMENDATION: The general character of the residential neighborhoods of the 2nd Story and multifamily units was identified to be primary contemporary with a combination of historic style. The overall preference for multifamily development is weighted heavily towards townhomes / row homes with some apartments.



Figure 3.9 –Residential (Conceptual)

V. Retail



Figure 3.8 – Prioritization Exercise Residential

The 2009 Downtown Market Study helped determine Downtown retail trends such as those that are typically most attractive for specialty retail, as well as restaurant uses. For instance, specialty foods, craft items, antiques, and the like are often found in downtown locations. These could include a number of different restaurants offering a variety of different cuisines. Considering that development momentum is established, more restaurants could potentially be accommodated.

Among the most common type of establishments suggested by the general public during the Downtown Master Plan meetings, were casual dining, and an after-hours bar and brewery which may incorporate outdoor dining experience as well as a casual night life atmosphere.



Figure 3.10 –Activity Types

Shopping in general should also be considered. Soft goods such as clothing and accessories, shoes, and some sporting goods with appropriate merchandizing and marketing can be successful in downtown locations, including a general grocery store and a pharmacy, although more difficult to tenant for a

number of reasons, along with hard goods such as electronics, appliances, and furniture stores.

RECOMMENDATION: Update the Downtown Market Study every 5 years at a minimum. These opportunities will be market driven. Individual businesses will have to develop infrastructure to accommodate their needs. The general consensus of the public identified a preference for combination of both contemporary and historic architecture approaches with an emphasis on contemporary architecture.



Figure 3.11 – General Shopping (Conceptual)

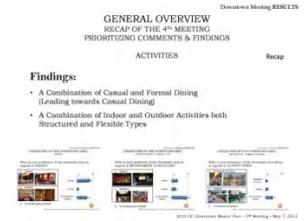


Figure 3.12 – Prioritization Exercise Activity Types



Figure 3.13 – Prioritization Exercise Entertainment & Night Life

With regards to dining experiences, the general public feeling was geared towards a combination of both casual and formal dining experiences with a very strong tendency to casual dining.



Figure 3.14 – General Dining (Conceptual)

When it comes to nightlife or like-type of businesses, while the public prefers a mix of casual and fine dining options, and with a mix of indoor and outdoor venues restaurants or entertainment businesses will be market driven. The city's role would be more along the lines of reviewing the City Code and Zoning Regulations.



Figure 3.15 – General Entertainment and Night Life, Indoor and Outdoor Activities

VI. Mixed Uses

Mixed-use guidelines incorporate residential buildings with street-front commercial space. Mixed-use areas are ideally associated with nodes in accordance with principles of transit-oriented development and new urbanism. Retailers have the assurance that they will always have customers, while residents have the benefit of being able to walk a short distance to buy groceries and household items or participate in different forms of entertainment.

One of the goals of this Downtown Master Plan is to maintain a prosperous downtown through supporting the local businesses and enhance the quality of life. By allowing mixed-uses in the Downtown area, a variety of opportunities will be promoted such as retail, office, entertainment, recreational and residential.

RECOMMENDATION: Continue to encourage and promote commercial on the ground floor and 2nd Story Residential. Revise or create incentives for mixed uses.

VII. Revitalization As revitalization takes place and becomes more noticeable, it will create enthusiasm, as well as opportunities for employment, transportation, and housing choices. It is expected that revitalization will equitably distribute the costs and benefits of development, preserve and enhance natural and cultural resources, and promote public health. Some of the revitalization benefits may include a greater housing variety including more affordable housing (smaller units) and more density; the life-cycle of housing (starter homes to larger homes to senior housing) will be more accessible; the distances between housing, workplaces, retail businesses, and other amenities and destinations will be reduced.

RECOMMENDATION: Devise an instrument, such as incentives, to allow for revitalization. Continue with the



Figure 3.16 – Prioritization Exercise Dining

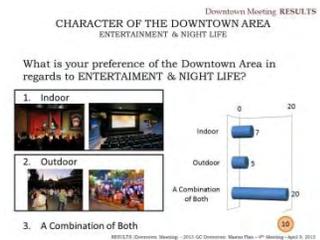


Figure 3.17 – Prioritization Exercise Entertainment & Night Life

incentives such as the 2nd story residential and neighborhood revitalization programs. Additional incentive programs may be incorporated or existing programs may be restructured as deemed necessary.



Figure 3.18 – Conceptual Revitalization

VIII. Historic Preservation

The Downtown Area has seen a lot of history, which gives Garden City a unique character. Preserving and maintaining historic buildings require techniques that differ from those used on modern buildings, and inappropriate repairs can result in irreparable damage. The Secretary of the Interior's Standards for the Treatment of Historic Properties are common sense historic preservation principles that promote historic preservation practices that will help to protect Garden City's irreplaceable cultural resources.

Although the general preference from the public regarding the style for new development within the Downtown Area is Contemporary Architecture, combined with Historic Architecture, retaining some of the historical elements is integral to keeping the character of the Downtown Area. The following two major issues surfaced at the meetings:

A. Windsor Hotel

"We are not anti-Windsor, rather we are anti-wait" was the general sense at the meetings when talking about the Windsor Hotel. Preservation is good until the point that it is no longer feasible. The Windsor Hotel has a lot of potential for development. The Windsor has been a landmark in Garden City for several decades. Its deteriorated status has become an eye-sore to the Downtown Area, visually and functionally.



Figure 3.19 – The Windsor Hotel

B. Brick Streets

As a general consensus of the public, maintaining the brick streets is an important aspect to preserving the historic value of the Downtown Area.

for the festivities, during these specific events. Additional ornamental elements may be placed to enhance the character of the neighborhood.

A. Character of the Neighborhood

IDEA: Currently, the character of the neighborhood at the proposed Cultural District is of Latin American cultural background, due to the nature that the vast majority of the current businesses located within this area are geared towards imported goods from that region. For the most part, the buildings are in a semi-dilapidated state.



Figure 3.23 – Conceptual Character of the Cultural District

RECOMMENDATION: The general public consensus was that the character of the neighborhood should resemble Spanish Architectural style, enhanced by gateways, crosswalks and cultural activities. Conceptually, there may be a fountain on Stevens Avenue and 8th Street to serve also as

a traffic calming devise with crosswalks throughout the neighborhood to resemble the cultural theme of the district, entry gateway monuments and a Pavilion to provide character and charm.



Figure 3.24 – Conceptual Character of the Neighborhood for the Cultural District

B. Pavillions

IDEA: Adding a pavilion to the cultural district will supplement the character and charm of the neighborhood and create a space to gather. Historically, these types of spaces are utilized for performances and a wide variety of outdoor shows and events.

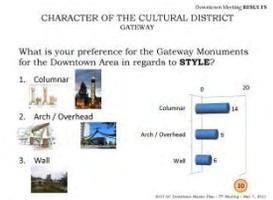


Figure 3.25 – Prioritization Exercise Cultural District Gateway



Figure 3.26 – Conceptual Rondabout



Figure 3.27 – Conceptual Pavillion

RECOMMENDATION: As the cultural district is established, additional infrastructure such as the pavillion may be added.

C. Gateway Monuments

IDEA: Gateway monuments provide the neighborhood a sense of being by determining its boundaries.

The general consensus of the public agreed upon having medium size columnar gateways at the entrance of the cultural district.



Figure 3.28 – Conceptual Gateway Monuments

X. Gateways

IDEA: The purpose of identifying and designating areas for gateways is to help define the relationship between the built environment elements, to create visual attractiveness and emotionally powerful icons. Also, gateways help outline the physical limits described in the programmatic of this master plan.

Creation of gateways go hand in hand with the comprehensive plan goals for entryways to develop pillars to create first impressions in the community, have a clever, identifiable brand that manifests itself and are for the enjoyment of the public in general.

RECOMMENDATION: Create two types of gateways, to identify the Downtown and the Cultural District Areas. The purpose for Gateway areas is to create visually attractive and emotionally powerful icons that will keep Garden City's legacies alive and unite the community.

CHARACTER OF THE DOWNTOWN AREA GATEWAY

Downtown Area Gateway Monuments

Cultural District Gateway Monuments

Purpose:

- Visually attractive
- Identify a place
- Emotionally powerful
- Keep legacies alive
- Unite the community (people and cultures)

Proposed Monument Types:

- Garden City Downtown Area
- Cultural District



Figure 3.29 Gateway Locations



Figure 3.30 – Prioritization Exercise Gateway Size

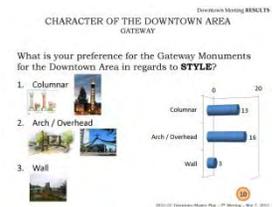


Figure 3.31 – Prioritization Exercise Gateway Style

A. Downtown Area Gateways

As the conversations progressed, going hand in hand with the comprehensive plan goals for entryways, the need to make the entry ways follow along with the context of the general character of the neighborhood was evident. As stated earlier, the general character was determined to be contemporary, combined with historic architecture.

RECOMMENDATION: As a result, the general consensus of the public for the Downtown Area Gateways is that the gateway size should be of monumental proportions, arching over the road. There will be two general locations on Main Street for these gateways, one at Kansas Avenue and the other near the Amtrak depot, defining the Downtown Area. As people are driving down Kansas Avenue, or coming into town from the south, the monuments will attract the attention and make them want to explore what's going on.



Figure 3.32 Monumental Arching Gateway

B. Cultural District Gateways

The same idea goes in general for the Cultural District gateways. The general consensus of the public for these types of gateways is to be medium in size and columnar in design.



Figure 3.33 Medium in size, columnar Gateway

Section 4: Downtown Master Plan Elements

At the public meetings, through the survey responses and other forms of communications, the general public directed the focus of this Downtown Master Plan document, by bringing up the following issues:

I. Streetscape Improvements and Standards

In order to provide consistency and reduce the potential for pedestrian and vehicular conflicts, streetscape improvements must be designed with consideration to nationally and regionally recognized guidelines and standards. The Complete Streets program is part of a fundamental approach of street design.

The modification of the road or transportation system must be thoughtfully considered based on proven and accepted criteria. Furthermore, techniques applied in one location may not be suitable in another. All designs must be professionally driven and approved by the City Engineer to ensure that they meet the criteria of safety, feasibility, and proper application. Below are some of the factors that must be taken into consideration.

A. Main Street Main Street is an integral element of Downtown. It is considered to be the backbone of the Downtown Area. Current issues brought up by the citizens were that there is not enough parking at the business fronts and that large vehicles hinder the through lanes. Statistically, between 2007 and 2012 there were 43 reported incidents on Main Street, of which 41 were classified as sideswipe or backed into incidents.

RECOMMENDATION: In 2013, Main Street will be re-sealed between Kansas and Fulton. The street and parking stalls configuration will be remarked.

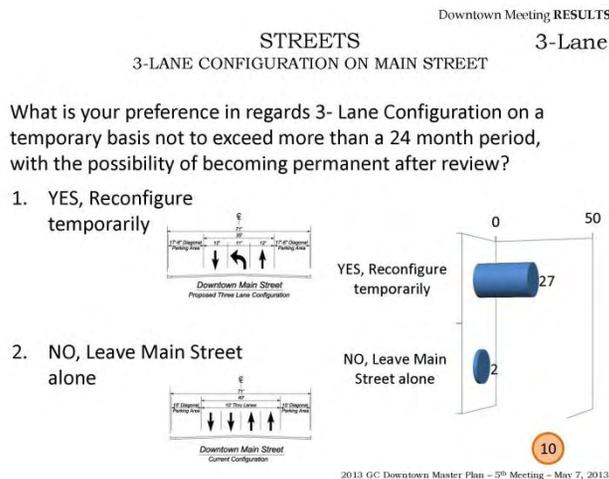


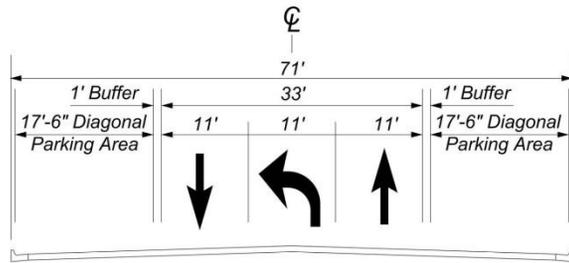
Figure 4.1 – Prioritization Exercise
Main Street 3-Lane Configuration

The current 4-lane configuration will be reconfigured to 3-lanes, i.e. two 11' through lanes, and one 11' turn lane (center lane), and one-foot buffers between the thru lanes and the parking stalls. On-street parking stalls will be restriped to a 45 degree angle to create more parking. This should also allow for longer vehicles to be parked as to not intrude into the outside lanes, alleviating a hazard for through traffic.

The marking will remain in place for a period not to exceed 24 months. After that period, the issue will be revisited and public comment will be requested to make their recommendations if the changes should become permanent.

SECTION 4: ELEMENTS

- I. Streetscape Improvements and Standards
- II. Environmental, Social and Economic Sustainability
- III. Cultural District
- IV. Gateways



Downtown Main Street
Proposed Three Lane Configuration

Figure 4.2 – Main Street 3-Lane Configuration

It is expected that the new configuration will decrease vehicle speeds through downtown and increase safety for vehicles and pedestrians. It may also create a less inviting roadway for trucks and decrease the number of trucks that illegally use Main Street.

B. One Way Streets

During the public meetings, issue arose regarding the Downtown streets being too narrow for being two-way circulation streets. The concerns included delivery trucks blocking the street and large vehicles making it hard to get through were cited. At the public meetings, the indication was made to consider turning some of these streets into one-way streets. The City Engineer took the issue under consideration and presented scenarios for further discussion to designate the reconfiguration and pairing of the one-way streets as requested.

RECOMMENDATION: The general consensus was against creating any more one way streets. The existing one way streets should also be reviewed.

C. Parking

One of the main issues that arose from the meetings was that businesses feel they do not have enough parking. As the discussions continued, it was identified that in order to have more parking, there have to be destinations that demand the need of additional parking. Currently there are 15 identified public parking lots within a block from the current downtown boundaries and over 20 private parking lots.

At the public meetings, there were general discussions about having a parking structure vs. surface parking, and about “Free” parking vs. “Charge / Fee” parking.

The meaning of “Free” Parking is that customers do not have to pay to utilize the infrastructure (i.e. parking garage, parking lot, no meter parking, no policing), in such a way that there may be instruments for businesses to make “free parking” available. Whereas “Charge / Fee” parking was defined as just the opposite; thus an instrument to allow the combination of both.

Conventional structure styles are typically open structures, usually Type I or II construction, open on two or more sides by no less than 50% of the exterior area of the side of each tier. Typically, codes do not require open parking structures to have mechanical ventilation or fire sprinkler systems, thus they are less expensive. Whereas “Homogeneous Structure” styles are typically closed structures that require mechanical ventilation and fire sprinkler systems, thus they are more expensive. They blend in with such architectural elements to fit contextually with the surrounding buildings.



Figure 4.3
Prioritization Exercise
One Way Streets

What is your preference in regards to PARKING COSTS?



Figure 4.4 – Prioritization Exercise Parking Cost

RECOMMENDATION: The general consensus of the public during the Downtown Master Plan meetings was that there should be parking garages, replacing the surface parking if additional parking is needed. It was recommended the first garage to be located at 8th St. and Pine St. An alternate future location would be at 8th St. and Fulton St. The type of structure should be a conventional style structure.

Also, the general consensus was made to have a combination of “Free” and “Charge/Fee” parking, leaning more towards allowing “Free Parking”.



Figure 4.5 – Conventional Parking Structure (Conceptual)

D. Bump outs, Curb & Gutter Improvements

Bump outs and gutters are an important aspect of the streetscape, vehicular circulation and parking linked to the visual and functional aspects of the Downtown Area.

The bump outs create a visual illusion impairment of the driver's cone of vision, causing a reduction of speed. It also creates a safeguard to pedestrians and vehicles parked along the curb, from the general thru traffic, and from turning vehicles. They create crosswalks and are generally placed to minimize crossing distances and conflicts between pedestrian and vehicular traffic. Midblock crosswalks are considered as needed, subject to traffic studies and engineering judgment. Typical City of Garden City standards for concrete curbs shall be used. Access for all users is an important part of any Complete Street design.

However, the bump outs have been an issue with regards to turning vehicles. The general public had split feelings regarding this issue. To some,

bump outs are a nuisance and should be taken off; while others thought that bump outs serve their purpose. Another issue is that the curb and gutter need to be maintained regularly and that they are inconsistent and too big.



Figure 4.6 – Sample treatment on the bump outs to make them an integral and transitional part of the streetscapes

RECOMMENDATION: Although the public in general did not necessarily have an issue with the bump outs, the general consensus was to revise the current configuration and provide regular scheduled maintenance of the curb and gutter.

E. Sidewalks

Sidewalks offer a special opportunity for improving the streetscape including utilization of alternate paving patterns, the use of café tables and chairs, and tree groupings and enhanced planting areas that beautify and create shelter from the elements.

The general restaurateur community feels that outdoor eating areas will attract more customers to their business.



Figure 4.7 – Outdoor eatery

Likewise, the retail merchants have also suggested that allowing sidewalk sales will encourage more pedestrian traffic and bring more profit to the economic base that supports the Downtown Area, thus making the Downtown Area more vibrant and enticing for people to come.



Figure 4.8 – Sidewalk Sale (Conceptual)

RECOMMENDATION: The general consensus of the public called for keeping the existing configuration of the sidewalks. Review the zoning regulations to allow for uses and utilization of

these spaces as development takes place and provide regular scheduled maintenance of the sidewalks.

F. Landscape

Street trees can create a more beautiful Downtown, provide a buffer between pedestrians and automobiles, create shade, and improve the general urban environmental quality. Typically, the average tree in an urban environment survives seven to twelve years. The short life span may be caused by inhospitable soils, inadequate soil volumes, poor drainage and air circulation, and poor species selection. Street trees planted in poor conditions have inhibited growth, resulting in a poor foliage canopy and small root mass which causes them to die prematurely.

Visibility of traffic signals and signs should be maintained. Trees should be pruned to a clearance height of eight (8) feet above sidewalk and fourteen (14) feet above the street level. Exceptions may be made for newly planted trees. Trees shall be selected to fit the size and scale of the setting. Trees shall be a minimum of 2-inch caliper, as measured by the city standards. Trees should not be planted below fire escape balconies. Trees located under electric power lines should be trimmed to ensure uninterrupted access to power lines, and it is recommended to select tree species with a mature height of less than thirty feet to be located under power lines. In addition, trees should be planted so that they do not interfere with other streetscape elements as well as other utilitarian elements. Raised tree pits and fences should not be allowed in the curb zone.

The general consensus of the public was to not thin out to accommodate lighting from the top down but rather to install more up-lighting with the trees already in the grates.

G. Lighting

Within the Downtown area there are several different light types currently being used, some are decorative and others are standard street lights.

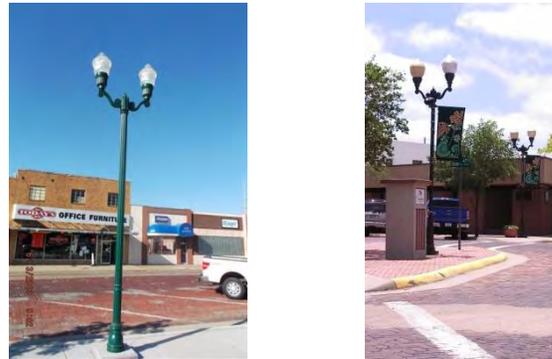


Figure 4.10 – Existing Ornamental Light Fixtures

The standard street lights use older decorative poles and adapted street lights to those on arms. These use 250 to 400 watt High Pressure Sodium (HPS) fixtures approximately 75 feet apart at a height of 21 feet, located along 8th St., 7th St. and a few side streets. The City has found another manufacturer for this type of street lighting that is very similar to the existing ones on Main Street.

In the area north of Spruce to Kansas on Main St., the “Arizona Angler” poles and arms are used. This type of installation provides the best coverage with the height advantage of approximately 40-45 feet and the distance

between the fixtures is normally 150-200 feet. These use 400 watt HPS fixtures. This type of installation is not as ornamental as the decorative poles, but replacements can still be purchased. However, if these were used in a heavily treed area the height advantage is gone as the trees block the light produced.



Figure 4.11 – Existing Street & Parking Light Fixtures

The other areas within these boundaries may have a metal or a wooden pole with the lighting fixture mounted on an arm using 250-400 watt HPS fixtures, but the use of this type of installation would be greatly discouraged.

Streetlights are generally used for illumination to increase the feeling of safety to the public. At the public meeting, the public brought up the issue that there is not enough lighting because the trees have outgrown the fixtures.

RECOMMENDATION: To achieve a consistent look and avoid spottiness of lights, the typical spacing of streetlights would be 40' -60' on center, paired across the street or, 80' - 120' on center in a staggered pattern for both sides of the street depending on the light pole style.

Their placement should be located in the curb zone of the sidewalks and be centered on a line 20 inches from the face of the curb. The streetlights should be located to provide safe levels of light in the roadway. The spacing will need to meet minimum safety standards and provide a logical rhythm or tempo. Trees will be required to be thinned out to allow for light to illuminate the sidewalks.

Adding accent lighting would enhance the architectural styles of buildings, art displays and other features that can be incorporated throughout the Downtown Area. Building owners will be encouraged to explore lighting their buildings from the outside, using up-lighting, and other techniques to accent special details.

As far as the direction to proceed, planning must be performed to discuss the pros and cons with each lighting installation, appearance and the design guidelines to follow thereafter. Considerable construction will be required for additional cables and street light poles when new lighting is installed.

H. Site Furniture

Site furniture includes benches, planters, trash receptacles and bicycle bollards. The primary goal of street furniture is to add functional and aesthetic enhancement without creating visual

clutter. In order to create a unified streetscape image, standardization of street furniture is required.

During the public comment, the inconsistency of the street furniture as it currently exists in the Downtown Area was discussed. There is not a standard in place to install street furniture.



Figure 4.12 – Existing Site Furniture Fixtures

RECOMMENDATION: Special consideration must be given to the cohesiveness of all street furniture. While most street furniture is optional, it may also be considered to be functional, and be considered an improvement. Too many elements or improperly located elements may be detrimental to the aesthetic aspects of the streetscape.

A standard should be designed to allow a variety of site furniture, within certain parameters to make it coherently and aesthetically pleasant. These parameters may include the type of materials, colors and design types.

I. Art

While the arts can be considered to be passive (e.g. sculptures, paintings, banners), and active, (e.g. performing arts such as ballet, orchestra, theater), provisions for both types should be made.

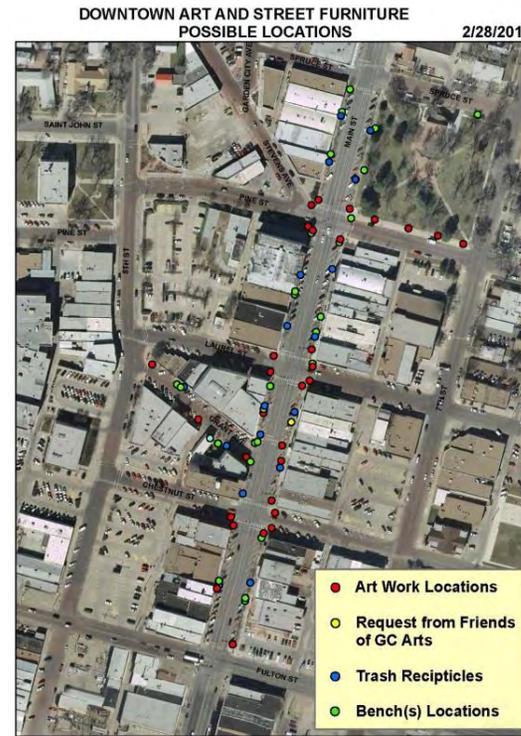


Figure 4.13 – Art and Street Furniture Locations

Currently, Garden City promotes art and has many opportunities to enjoy both passive and active art. There is an art gallery in the Downtown Area, an open amphitheater where concerts take place throughout the year, sculptures scattered throughout the Downtown Area, and Downtown banner art displays during the fall, among other opportunities throughout the city.

During the public meetings, the general consensus was that art enhances the cultural aspects of the community and generates more

pedestrian traffic, creating opportunities for businesses.

RECOMMENDATION: Continue providing opportunities for art to be located within the Downtown Area, in its various forms, i.e. sculptures, banner, paintings, murals, art galleries. Consideration must be given to the locations in relationship to other elements such as lighting and trees.

Continue providing opportunities for the performing arts, both indoor and outdoor, as it influences the positive experience of patrons as more development is expected to follow.

J. Maintenance

Maintenance is the key to success. Proper maintenance is essential, as most materials, deteriorate over time and create tripping hazards, obstacles, and added costs for repair. Maintenance enhances the aesthetic character and improves the durability of the spaces.

During the public meetings, the issues regarding maintenance were brought up. The issues included upkeep of the lights, curbs & gutters, tree lights, irrigation of the landscapes, façade maintenance, and fixing the brick streets among other issues.

RECOMMENDATION: Maintenance tasks and costs might be shared by public and private personnel, or partially or totally outsourced. A maintenance schedule should be created.

For instance, a business improvement district (BID) could be set up in which businesses pay an

additional tax or fee in order to fund improvements within the district's boundaries.

II. Environmental, Social and Economic Sustainability

Sustainability in a general sense is the capacity to support, maintain or endure. It is a tri-dimensional pledge to maintain a healthy economic growth balanced with the social responsibility of the human interaction and responsible for the well-being of people and their relationship with the environment.

A. Heroes Way

IDEA: By addressing the social interaction issues, a step forward can be taken to provide the quality of residential, retail and services provided to the community, and enhance the quality of life and provide greater opportunity for economic development.

The preferred location for the semi-enclosed structure is Heroes Way, with the ability to close the street for special events.

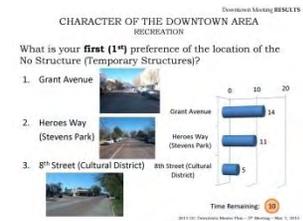
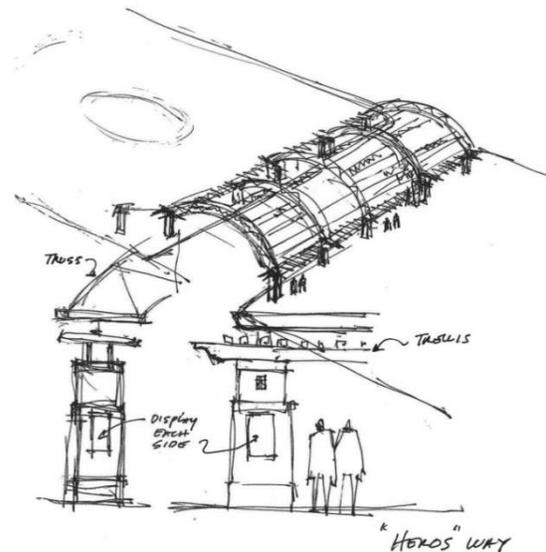


Figure 4.15 – Prioritization Exercise 1st Preference for non-Structure Type

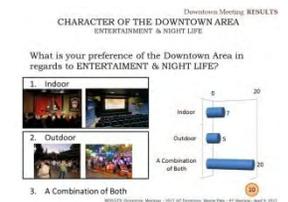


Figure 4.16 – Prioritization Exercise Entertainment

Figure 4.14 – Conceptual of a promenade semi-enclosed structure over Heroes Way

B. Farmers Market

IDEA: One of the ideas to create opportunities that was discussed at the meetings was the ability to establish a Farmers' Market at a set location.

Although several options were discussed at the meeting regarding the preferred location, there was no consensus for a specific place. It may be located on Main Street, south of the railroad tracks. At that particular location it will be accessible to patrons coming from both the Zoo and the Downtown Area. It may be located at Heroes Way, or even at Grant Avenue. A semi-enclosed structure is recommended to be set up to shelter from the weather, i.e. the sun and wind.

C. Grant Avenue IDEA: During the meetings, another idea to generate an opportunity to create open space and allow for additional outdoor activities and events was discussed: to enhance Grant Avenue.

The idea is to provide a pedestrian gallery by closing Grant Avenue to vehicular traffic, with site furniture, and the ability to have events, allow vendors and retailers to bring their merchandise outdoors, and generate more pedestrian traffic. In return, it is expected that those patrons will spend more time enjoying the space, thus increasing the revenues for the merchants and creating a vibrant space.

RECOMMENDATION: The general consensus of the public called out for allowing Grant Avenue to be utilized for these types of activities where non-structural elements may be utilized

temporarily. Depending on the success of the utilization of this area the possibility of making it a permanent plaza area may be considered.



Figure 4.17 – Conceptual of an open walkable plaza on Grant Avenue to allow for temporary structures



Figure 4.18 – Prioritization Exercise Structure Type

Section 5: Implementation Plan

I. Implementation Strategies and Initiatives

Prioritizing the elements of the Downtown Master Plan is an important aspect to develop policies and mechanisms for implementation.

The timeframe for implementation of this Downtown Master Plan may be concurrent with the 2020 Comprehensive Plan or as much as 10 to 15 years, depending on the CIP process and the needs as development mandates.

II. Priorities and Sequencing (Phasing)

Although some of the elements were prioritized throughout the Downtown Master Plan meetings, further sequencing and phasing may be required for other elements. Part of this process may be administrative such as amending and rezoning at the request of the property owners, and as the City deems necessary to accommodate the needs of the community in general. However, another part of the process may be identifying the short, mid- and long-term successions.

RECOMMENDATION: According to the prioritizing exercise, the first priority will be take care of the streetscape and landscape maintenance issues, keep the historical feel & brick streets, and revise the site furniture & art locations among other issues.

The second priority was developing the Cultural District. And the third priority was preserving the historical context of the area, more in particular the brick streets.

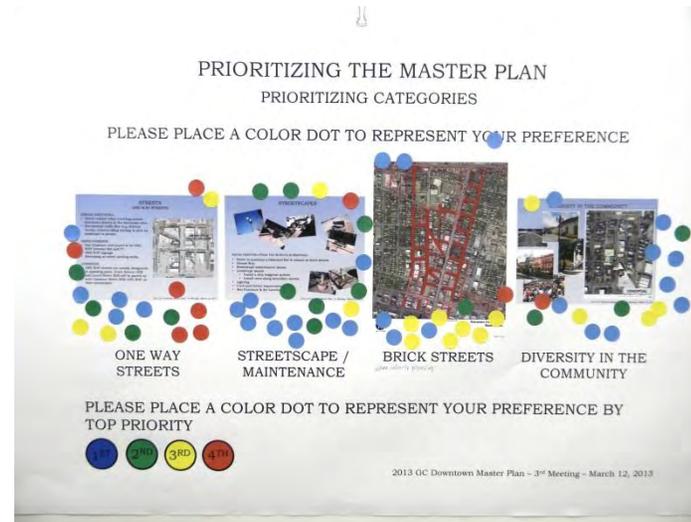


Figure 5.1 General Prioritization Exercise

III. Capital Improvement Projects (CIP)

Once a particular project has been identified it will follow through the CIP process, which is a systematic evaluation for planning, scheduling and financing for the project to be built or implemented.

IV. Short Term

In general, the short term means that the issues are taken care of immediately, and not exceed a twenty-four month period. Short-term issues are typically taking care of the maintenance issues such as fixing the curb and gutter and clean up, as well as illuminating the Christmas trees. Although these issues have to go through the CIP process for funding, there is not much design involved with these projects.

Another short term issue may be adoption of the new boundaries and the land uses depicted in this document.

SECTION 5: IMPLEMENTATION PLAN

I. Implementation Strategies & Initiatives

II. Main Street Vision & Future

III. Priorities & Sequencing

IV. CIP

V. Short Term

VI. Mid Term

VII. Long Term

VIII. On-Going

V. Mid Term

Mid-term means that the issues are taken care of immediately, or started within the first twenty-four month period, but not to exceed the five year mark. Midterm typical elements are such as rezoning, amendments, and creation and implementation of incentives for revitalization programs. These may include the creation of the Cultural District, designation of the location for a farmers' market, design and installation of gateways, and like issues. These elements will need to go through the CIP process, including the design / review process.

VI. Long Term

Long term means that the issues or ideas that have been identified may have been or will be started even within the first twenty-four month period. However, because they are long-term elements of the Downtown Master Plan, they are more elaborate in process. Not only do these elements have to go through the CIP and review process, but they may also require following the economic development recommendations, and typically follow the market trends. These are typically market-driven elements and may include the reconfiguration of Grant Ave as a plaza, the development of the Windsor Hotel; just to name a couple of examples.

VII. On-Going

Ongoing issues are issues that are required to be continued even from the adoption of the Downtown Master Plan. Such issues may include landscape & streetscape maintenance, rezoning at the request of property owners, zoning regulation amendments as the market trends develop, etc.

Summary

The Garden City Downtown Master Plan concurs with the GC 2020 Comprehensive Plan in making Garden City a regional leader.

By utilizing and enhancing the current infrastructure, context and features, the opportunities created for economic development, preservation and revitalization are enriched. Core areas of the community will reflect the character of the Downtown Area, as well as a progressive successful environment for new and existing businesses to excel.

The quality of life is another important aspect that this Downtown Master Plan effort has kept in mind. While quality of life is subjective, providing a common and consistent pattern for the most part, residents and visitors will consider Garden City a unique and great place, augmented by a progressive approach to produce a broad mix of destinations and activities in the Downtown Area.

**APPENDIX A:
TABLE AND FIGURES**

Appendix A: Table 1: Downtown Master Plan Recommendations

This table depicts the implementation strategies and initiatives for the Downtown Master Plan elements in terms of Short, Mid, and Long term, as well as maintenance.

The terms are defined as follows:

Short Term: Immediate action taken not exceeding 2 years

Mid Term: Action taken from the time of adoption of the Master Plan, not exceeding 10 years

Long Term: Action taken, including the design process and implementation between 5 years on to full implementation (20 to 25 years)

On-going: Action taken on recurring bases such as maintenance, continuation or request for rezoning on a case-by-case basis

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|-------------------------|------------|----------|-----------|----------|--|---|
| General Overview | | | | | | |
| • Downtown Boundary | X | X | | | ISSUE: Revise boundary to allow for properties within the area to receive incentives and participate in programs to assist revitalizing the Downtown Area | <ul style="list-style-type: none"> • Amend the Downtown Boundary • Revise existing & create new incentives and programs • Planning & City Commission Approval |
| • Land Uses | X | X | X | X | ISSUE: Revise Land Use designations to serve as a guide for zoning changes, future land uses and redevelopment opportunities | <ul style="list-style-type: none"> • Lands Use designations to be used as the 'blue print' for growth. • Current zoning to remain in place. Rezoning at the property owners request. • Public Request, and Planning & City Commission Approval |

Appendix A: Table 1: Downtown Master Plan Recommendations

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|--------------------------------------|------------|----------|-----------|----------|--|---|
| General Character of Downtown | | | | | | |
| • Architecture Styles | | X | X | X | <p>ISSUE: The comprehensive plan identified that successful downtowns contain preserved and historic buildings. The general public preference is Contemporary Architecture, combined with Historic Architecture</p> | <ul style="list-style-type: none"> • Market Driven • The general character of the Downtown Area to be contemporary architecture with a combination of historic styles |
| • Revitalization | X | X | X | X | <p>ISSUE: Equitably distribute the costs and benefits of development, preserve and enhance natural and cultural resources, and promote public health.</p> | <ul style="list-style-type: none"> • Devise and instrument to allow for revitalization. • Continue with the incentives such as the 2nd story residential and neighborhood revitalization programs. |
| • Transportation | | | X | X | <p>ISSUE: The most dominant mode of transportation within the Downtown Area is and will remain the automobile.</p> <p>IDEA: Alternate approaches to transportation, such as installation of a local trolley service and a public bicycle system</p> | <ul style="list-style-type: none"> • Market Driven • Revisit the idea of alternate transportation systems, modify routes and installation of a transit center • City, County, State and City Link Approval |
| • Residential | X | X | X | X | <p>ISSUE: Development trend continues to make market sense on an incremental basis. Seniors, downsizing Boomers, young professionals, students and those new to Garden City and who may be in the area for work are market segments that are rent-sensitive and appear to provide the primary market for new rental units</p> | <ul style="list-style-type: none"> • Market Driven • Development of 2nd Story Units • Development of Multiple Family Units Mix of Town / Row Homes and Apartments • May require Planning & City Commission Review / Approval |
| • Retail | X | X | X | X | <p>ISSUE: The 2009 Downtown Market Study helped determine Downtowns retail trends. Those are typically specialty retail, restaurant offering a variety of different cuisines, specialty foods, craft items, antiques, and shopping in general are often found in downtown locations</p> | <ul style="list-style-type: none"> • Market Driven • Promote opportunities for various aspects of commercial activities (e.g. retail, dining, entertainment) • Allow for emerging market trends by rezoning & amending the regulations • May require Planning & City Commission Review / Approval |

Appendix A: Table 1: Downtown Master Plan Recommendations

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|--|------------|----------|-----------|----------|--|--|
| <ul style="list-style-type: none"> Mixed Uses | X | X | X | X | <p>ISSUE: Supporting the local businesses and enhance the quality of life, by incorporating residential buildings with street-front commercial space.</p> | <ul style="list-style-type: none"> Market Driven Promote Mix Use opportunities Allow for emerging market trends by rezoning & amending the regulations May require Planning & City Commission Review / Approval |
| <ul style="list-style-type: none"> Policy Initiatives | X | X | X | X | <p>ISSUE: Policy will be required to be revised and amended</p> | <ul style="list-style-type: none"> Revise on a case-by-case basis Allow for the type of activities which do not follow the already permitted uses, as the market trends are developed |
| Historic Preservation | | | | | | |
| <ul style="list-style-type: none"> Windsor Hotel | | X | X | | <p>ISSUE: "We are not anti-Windsor, rather we are anti-wait" was the general sense at the meetings when talking about the Windsor Hotel. Preservation is good until the point that is no longer feasible</p> | <ul style="list-style-type: none"> Devise an instrument for development of the Windsor in a timely manner. Allow for a business project to come in and redevelop the property, keeping the façade. Perhaps allow for retail on the first and/or second floor, and residential above. |
| <ul style="list-style-type: none"> Brick Streets | X | | | X | <p>ISSUE: The brick streets are important to maintaining the historic value of the Downtown Area Develop a maintenance plan to retain the brick streets as part of the historical heritage of Garden City</p> | <ul style="list-style-type: none"> Repair and maintain the brick streets, on 7th and 9th Streets, and on 8th Street south of St. John's Avenue to the railroad tracks Repair and maintain the existing legs as currently configured. In the event that the City deems necessary, concrete pavement may be replaced in place of the removed brick pavement. |

Appendix A: Table 1: Downtown Master Plan Recommendations

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|---|------------|----------|-----------|----------|---|--|
| Streetscape Improvements | | | | | | |
| <ul style="list-style-type: none"> Main Street 3-Lane re-configuration | X | X | | | <p>ISSUE: Not enough parking at the business fronts</p> <p>Large vehicles hinder the through lanes. Statistically, between 2007 and 2012 there were 43 reported incidents on Main Street, of which 41 were classified as sideswipe or Backed into incidents.</p> | <ul style="list-style-type: none"> 3 Lane Configuration from Fulton to Walnut, with transition lanes on the south from Fulton to the RR Tracks and on the north from Walnut to Kansas Ave On-street parking stalls striped at a 45 degree angle increased by approximately 10% to 15% |
| <ul style="list-style-type: none"> Parking Structure | | | X | | <p>IDEA: Install a parking garage, replacing the surface parking located at 8th St. and Pine St.</p> <p>An alternate location would be at 8th St. and Fulton St. The type of structure should be a conventional style structure.</p> | <ul style="list-style-type: none"> Installation of a conventional parking structure to be located either at 9th and Pine or at 8th and Fulton Engineering Studies, CIP & City Commission Approval |
| <ul style="list-style-type: none"> Implement Free / Charge (Fee) Parking | X | X | | X | <p>IDEA: Have a combination of "Free" and "Charge/Fee" parking, leaning more towards allowing "Free Parking"</p> | <ul style="list-style-type: none"> Devise a financial instrument for allowing "Free" & "Charge/Fee" Parking Engineering Studies, CIP & City Commission Approval |
| <ul style="list-style-type: none"> Bump outs, Curb & Gutter | X | X | | X | <p>ISSUE: turning vehicles and being driven upon.</p> <p>Curb and gutter need to be maintained regularly.</p> | <ul style="list-style-type: none"> Revision of the current configuration of the bump outs to prevent driving over the curb or their complete removal Provide regular schedule maintenance of the curb and gutter |
| <ul style="list-style-type: none"> Landscape | X | X | X | X | <p>ISSUE: Enhance the Downtown Area landscape. Consideration to drip irrigation, tree height, and grate sizes.</p> <p>Consider installing outlets for Christmas lighting</p> <p>Conflicting overgrown trees with ornamental light fixtures</p> | <ul style="list-style-type: none"> Consider installation for drip irrigation system and electrical outlets Consider installation support for pot tridents Provide up lighting up lighting with the trees already in the grates Take off the grates. Install bark instead |
| <ul style="list-style-type: none"> Site Furniture | X | X | | X | <p>ISSUE: Current inconsistency of the street furniture</p> | <ul style="list-style-type: none"> Set a design standard to create consistency |

Appendix A: Table 1: Downtown Master Plan Recommendations

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|--------------|------------|----------|-----------|----------|---|---|
| • Art | X | X | X | X | <p>ISSUE: Art displays and activities generate more pedestrian traffic, creating opportunities for businesses</p> | <ul style="list-style-type: none"> • Continue providing opportunities for art to be located within the Downtown Area, in its various forms, i.e. sculptures, banner, paintings, murals, art galleries • Continue providing opportunities for the performing arts, both indoor and outdoor • For placement, consideration must be given to the relationship of other elements such as lighting and trees |
| • Sidewalks | X | | | X | <p>ISSUE: The general restaurateur community has voice their need to consent for their patrons enjoy eating outside</p> | <ul style="list-style-type: none"> • Keep the existing configuration of the sidewalks • Amend the zoning regulations to allow for uses and utilization • Provide regular schedule maintenance of the sidewalks |
| • Lighting | | X | X | X | <p>ISSUE: There is a wide variety of light fixtures within the Downtown Area, producing an incoherent context of the light fixtures</p> <p>There are limited parts for the ornamental light fixtures</p> <p>Not enough lighting because the trees have outgrown the fixtures</p> | <ul style="list-style-type: none"> • Identify new light fixtures that will enhance the Downtown Area to have parts available and to produce consistency • Location of fixtures to provide spacing to meet minimum safety standards and provide a logical rhythm or tempo. • Trees will be required to be thinned out to allow for light to illuminate the sidewalks. • Encourage merchants to explore techniques to add accent lighting from the outside, using up-lighting, and other techniques to accent special details |

Appendix A: Table 1: Downtown Master Plan Recommendations

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|--|------------|----------|-----------|----------|---|---|
| <ul style="list-style-type: none"> Maintenance | X | X | X | X | <p>ISSUE: Upkeep of the lights, curbs & gutters, tree lights, irrigation of the landscapes, façade maintenance, fixing the brick streets amongst other issues.</p> | <ul style="list-style-type: none"> Keep a maintenance schedule Encourage private investment to perform maintenance. Devised an instrument to allow for ensuring maintenance. For instance, a business improvement district (BID) set up in which businesses pay an additional tax or fee in order to fund improvements within the district's boundaries. Another program such as tax abatements can also be made available |
| Environmental, Social and Economic Sustainability | | | | | | |
| <ul style="list-style-type: none"> Entertainment & Night Life | X | X | X | X | <p>ISSUE: Enhance the quality of life. Lack of establishments that provide an afterhours atmosphere or night life, restaurants and shopping opportunities</p> | <ul style="list-style-type: none"> Market driven Allow for businesses to have a combination of activities both indoor and outdoor Install semi-enclosed structures or spaces to serve both flexible and structured activities The preferred location is on Heroes Way, with the ability to close the street |
| <ul style="list-style-type: none"> Farmers Market | | X | X | | <p>IDEA: Ability to establish a Farmers Market on a set location</p> | <ul style="list-style-type: none"> Install a semi-enclosed structure Preferred location is south on Main Street (south of the rail-road tracks) accessible to patrons coming from both the Zoo and the Downtown Area |
| <ul style="list-style-type: none"> Grant Avenue | | | X | | <p>IDEA: Create open space to allow for additional outdoor activities and events is to enhance Grant Avenue</p> | <ul style="list-style-type: none"> Provide a pedestrian gallery Close Grant Avenue to vehicular traffic Allow for temporal non-structural elements, and possibly making it into a permanent plaza area |

Appendix A: Table 1: Downtown Master Plan Recommendations

| ISSUE / IDEA | SHORT TERM | MID TERM | LONG TERM | ON-GOING | DESCRIPTION | RECOMMENDATION |
|---|------------|----------|-----------|----------|--|---|
| Cultural District | | | | | | |
| <ul style="list-style-type: none"> Character of the Neighborhood | | X | X | X | <p>IDEA: Revitalize the area located on 8th Street, north of St. John's Street and south of Walnut Street which is of a of Latin American cultural background</p> <p>Allow for local retailers to bring their goods outside</p> <p>Allow for mobile vendors for specific events</p> <p>Opportunities to perform celebrations such as "Cinco de Mayo" and other festivities</p> | <ul style="list-style-type: none"> The character of the neighborhood to resemble Spanish Architecture style Enhance the area by installing gateways, crosswalks, fountains and a pavilion Provide opportunities to encourage cultural activities. Create incentives for revitalizing the neighborhood |
| Gateways | | | | | | |
| <ul style="list-style-type: none"> Downtown Area Gateways | | X | X | | <p>IDEA: Identify and designate areas for gateways to help define the Downtown Area as described in the programmatic of the comprehensive plan.</p> | <ul style="list-style-type: none"> Install two monumental arch type monuments as specific locations defined by the Land Use Map as Gateway General locations are: Main Street at Kansas Avenue and near the Amtrak depot, defining the Downtown Area. |
| <ul style="list-style-type: none"> Cultural District Gateways | | X | X | | <p>IDEA: Identify and designate areas for gateways to help define the Downtown Area as described in the programmatic of the comprehensive plan.</p> | <ul style="list-style-type: none"> Install two medium size columnar type monuments General locations are: at the both ends of the defined Cultural District on 8th Street |



Figure A.1 - 2013 Downtown Boundary Map

Table A.2 - 2013 Downtown Boundaries

DESCRIPTION

- North Boundary:** The northern boundary staggers between Spruce Street (from 7th Street to Main Street), Kansas Avenue (along Main Street) and along Buffalo Jones Avenue abutting Garfield Elementary School to the north. This area includes residential potential, retail and a cultural district.
- East Boundary:** The eastern boundary staggers along Main Street and 7th Street. It encompasses Stevens Park on Spruce Street and Main Street, businesses, churches and residential properties.
- South Boundary:** The railroad tracks are the primary boundary to the south, and it encompasses the train depot and some commercial retail, office and residential buildings along Main Street. On Main Street, the boundary staggers between Maple and Santa Fe Streets.
- West Boundary:** 8th & 9th Streets are the primary boundary, on the west, although it staggers in some places between 8th & Main Streets, south of the tracks. It embodies the City and County administrative buildings including the Courthouse and the police and fire stations, retail, residential, and office buildings, and a cultural district.

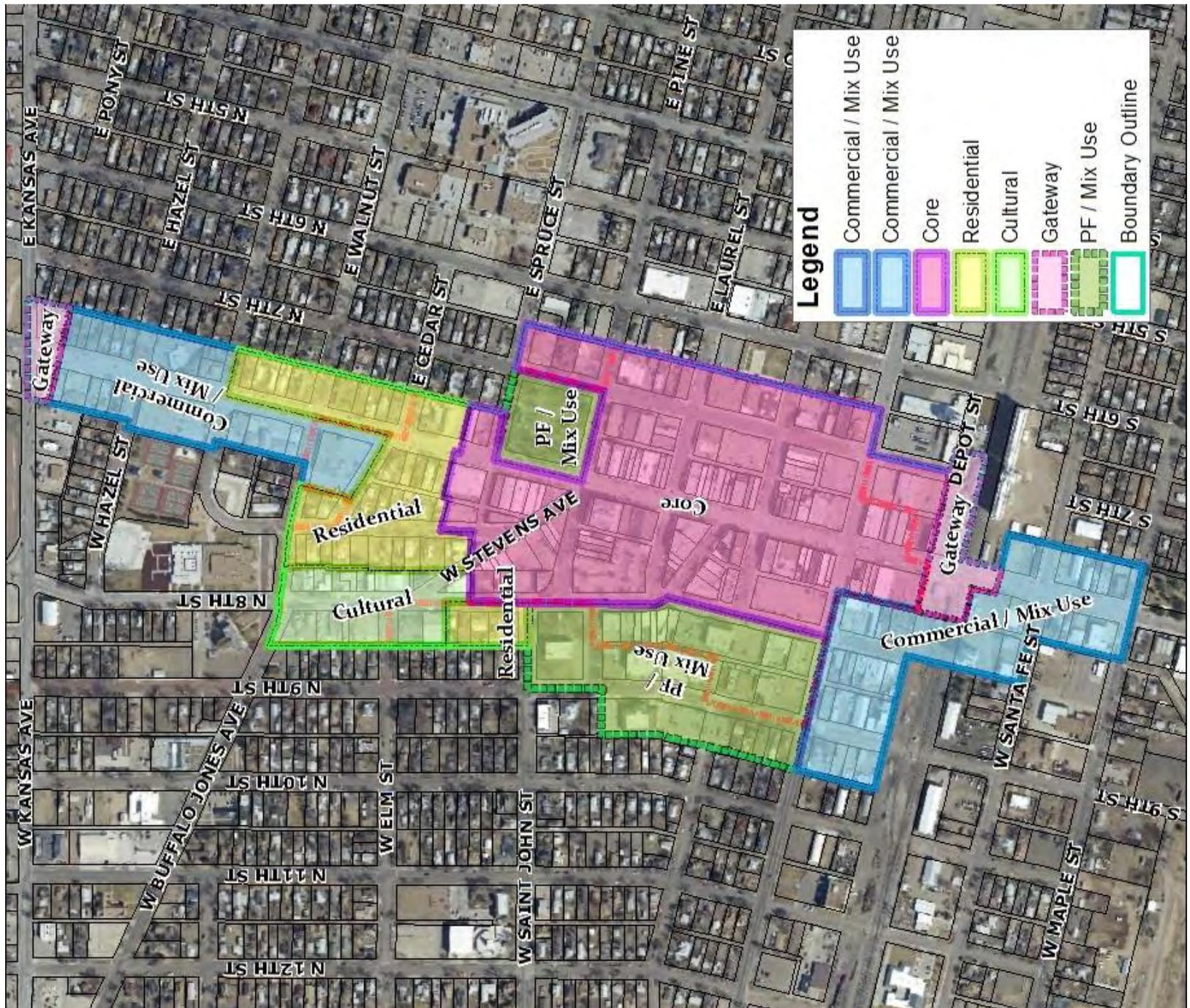


Figure A.2 - Garden City Downtown Land Use Map

**DOWNTOWN ART AND STREET FURNITURE
POSSIBLE LOCATIONS**

2/28/2011

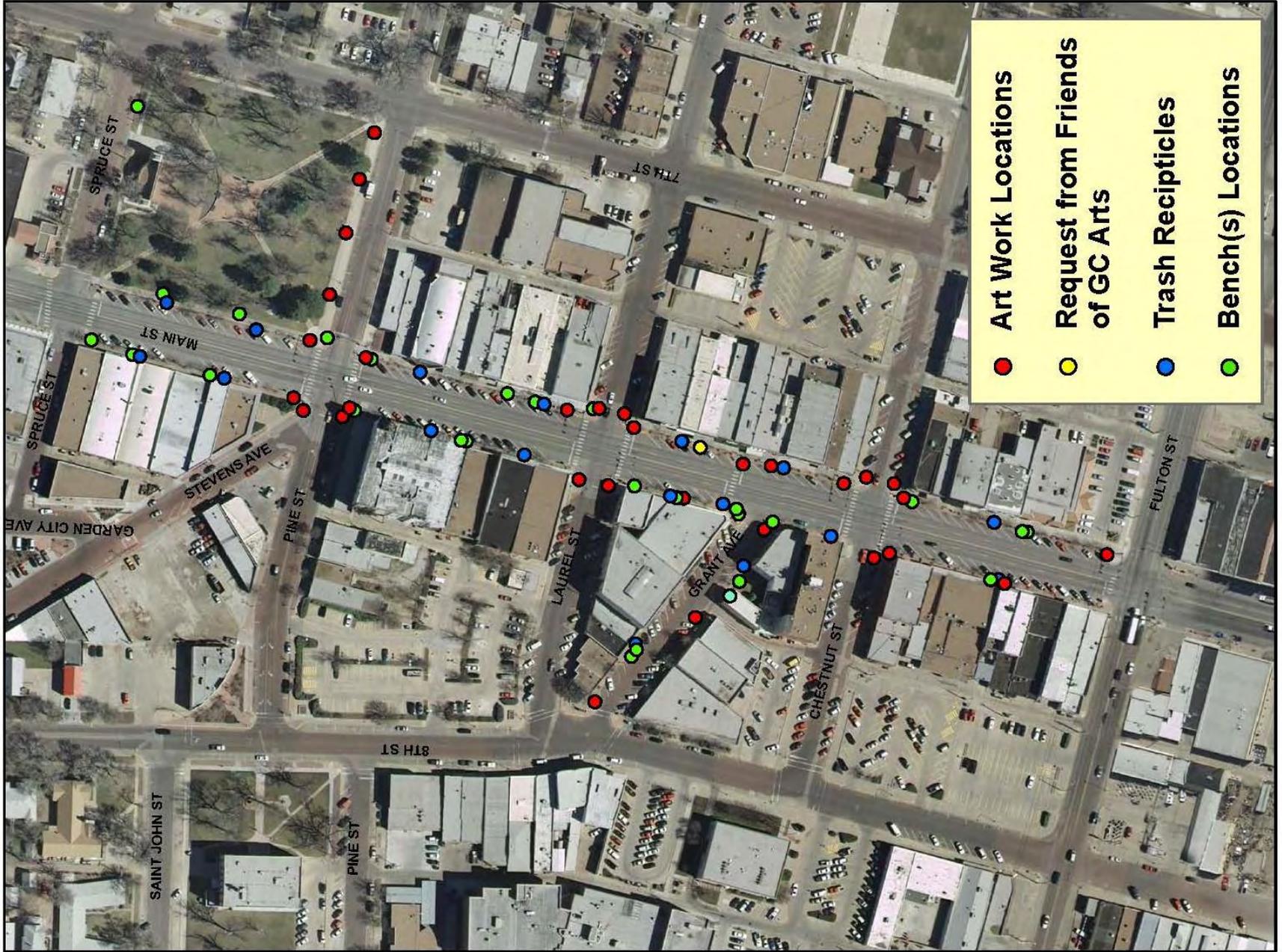


Figure A.3 - Art and Street Furniture Locations



Figure A.4 - Cultural District Map

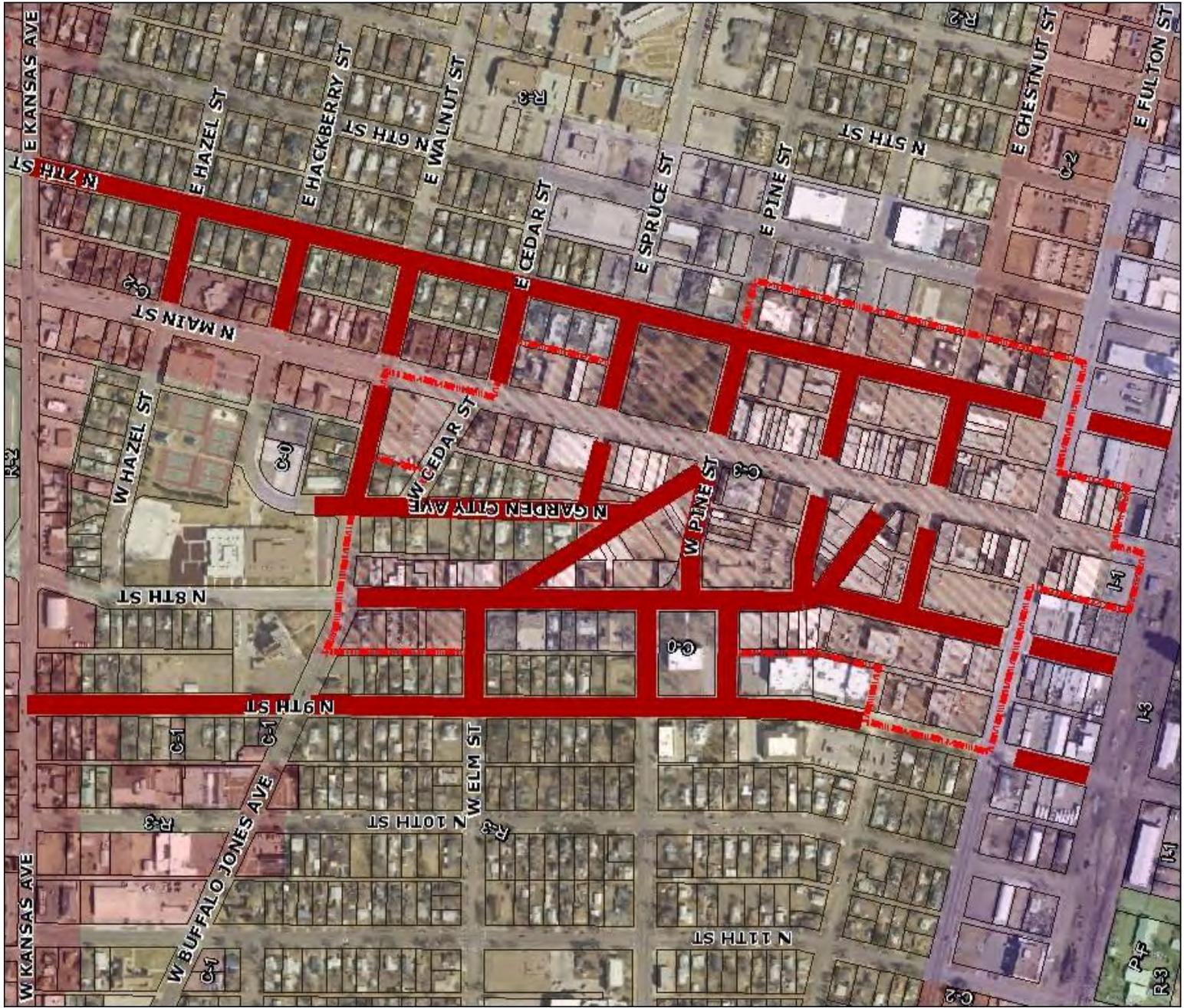


Figure A.5 – Brick Streets Map

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 24 July 2013

RE: KDOT FUND EXCHANGE PROGRAM

ISSUE

KDOT has requested applications for the second round of 2013 fund exchange program, where we can exchange the federal funds for state funds and have more flexibility with projects. Staff is requesting direction from the Governing Body relating to an application for state funding.

BACKGROUND

This is the third year of the fund exchange program, which replaced the old STP project rotational process. The federal to state funds exchange rate is 90% and a local match is not required. After a State and City fund exchange agreement is executed, the project is developed as a standard city project – we design and let the project to bid, award a construction contract, and start the work. On a monthly basis, we invoice KDOT for reimbursement of our expenses.

The City is required to use the state funds for specific types of road or bridge improvement projects. Acceptable projects include, but are not limited to, the following:

- Roadway construction, reconstruction, or rehabilitation.
- Pavement preservation including mill/overlay, sealing, patching, or crack sealing.
- Safety improvements including traffic signals or installation of turn lanes.
- Construction or reconstruction of sidewalks, ADA ramps, or pedestrian signals.
- Replacement of deteriorated curb and gutter.
- Storm sewer repairs to restore or enhance positive drainage.
- Bridge construction, replacement, rehabilitation, repair, or removal.

The state funds may be used for all phases of a project – design engineering, right-of-way acquisition, utility relocations, construction, and construction inspection. Funds can be “stockpiled” for up to three years, to cover more expensive projects. Applications are due by August 30th. KDOT has received federal funds for the second half of FFY 2013.



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
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67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org



Engineering Department

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

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

After completion the \$314,514 contract for the 2012 projects, Rock Road and both segments of Chainey Street, the estimated cost of \$117,500 for Rebel Road, with first half 2013 funds, we will have a balance of \$13,965.

KDOT estimates that Garden City would be eligible for \$125,669 in the second half of FFY 2013, or \$113,102 in state exchange funds, which makes \$127,066 in state funds available now.

In the 2013 – 2019 Capital Improvement Program, there are several street reconstruction projects for Governing Body consideration. Since the available funding has decreased since the first year, the Capital Improvements Committee does not recommend using any of the 2013 fund exchange program for additional sidewalks, especially in light of the \$250,000 Safe Routes to School project.

Local Street Reconstruction Program – a multi-year program proposed to begin in 2013. Shamus Street, north of Labrador Boulevard, is next in priority, at an estimated cost of \$117,150.

ALTERNATIVES

- 1) Submit an application for Shamus Street, north of Labrador Boulevard.
- 2) Advise KDOT that we will hold the second round funding for use in 2014.
- 3) Defer action until a later date.

RECOMMENDATION

Direction from the Governing Body is requested. Staff will prepare the necessary application for submittal to KDOT prior to the August 30th deadline.

FISCAL

The fund exchange program can allow the City to avoid debt financing or do additional projects. The City will have to borrow funds from the Community Trust Fund until repaid by monthly reimbursements from KDOT.

A handwritten signature in blue ink that reads "Steve Cottrell".

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

Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 13- 13

MEMO TO: City Council/Commission
City of Garden City

DATE: July 18, 2013

SUBJECT: Federal Funds Distribution/Federal Fund Exchange 2013(Second Distribution)

The federal fund exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with the Kansas Department of Transportation (KDOT) in exchange for state transportation dollars or with another LPA in exchange for their local funds. The exchange rate for the program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs.

Participation in the program is optional. An eligible LPA may choose to exchange its federal funds or it may "bank" the funds to develop a federal-aid project following the established procedures. The Program Guidelines and necessary documents are located at www.ksdot.org/burlocalproj. For your convenience, the funds available to exchange/bank have been entered into the attached Request to Exchange Federal Funds Form. If you plan to "bank" the funds for use in the future, please list the year you anticipate requesting reimbursement. **Please remember to return the Request by August 30, 2013, if you decide to exchange or bank your federal funds.**

Currently available (April 1, 2013 to September 30, 2013) to your city to apply to a federal-aid project or exchange during Federal Fiscal Year 2013 is \$141,185.38 (100%).

We appreciate your participation in the federal-aid/federal fund exchange program for local public agencies. Please contact Sondra Clark or me at 785-296-3861 if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald J. Seitz".

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

cc: Office of City Engineer
Jim L. Kowach, P.E., Director, Division of Engineering and Design
Chris Herrick, P.E., Director, Division of Planning and Development
Dennis Slimmer, P.E., Chief, Bureau of Transportation Planning

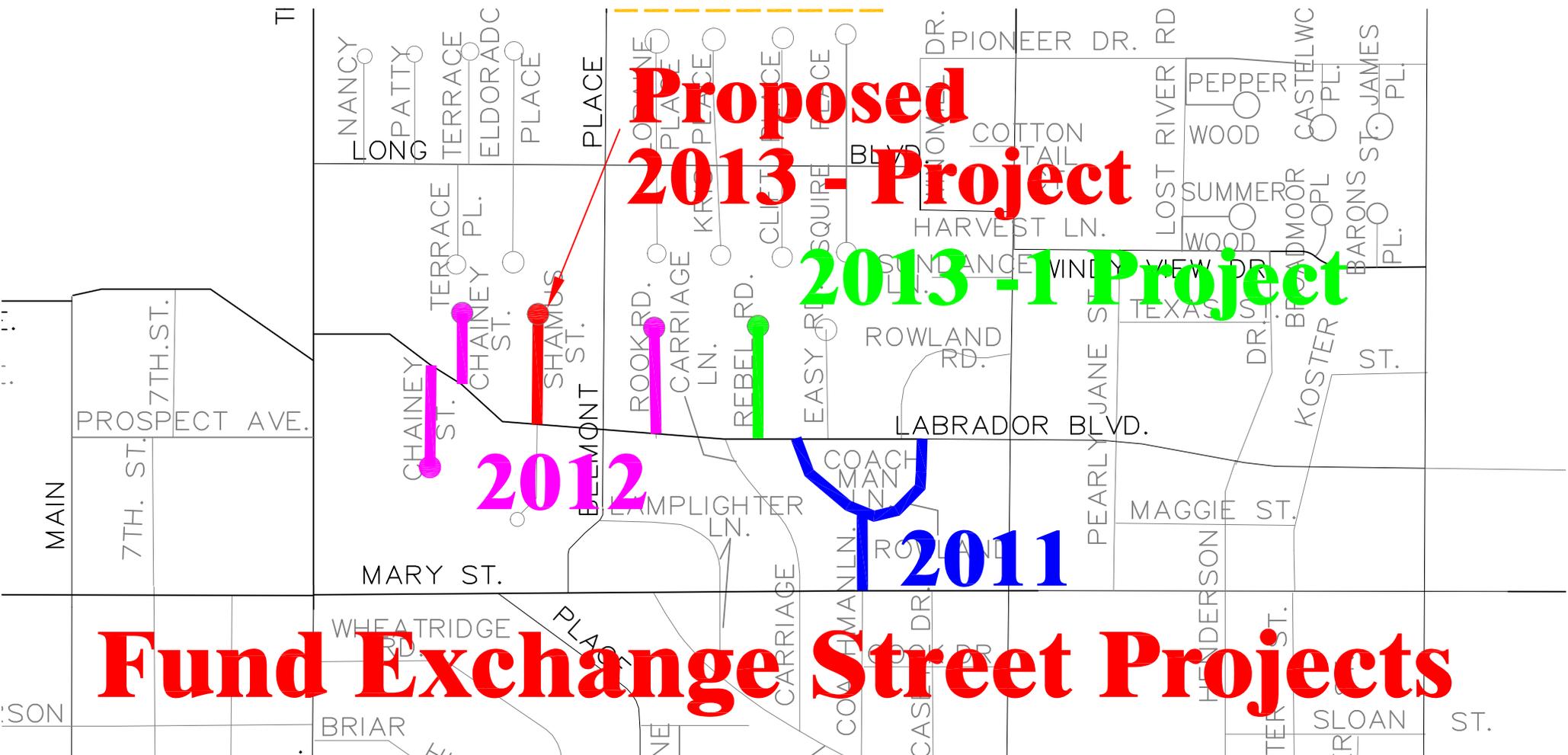
Fund Exchange Street Projects

**Proposed
2013 - Project**

2013 - 1 Project

2012

2011





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FAX 620.276.1169
www.garden-city.org

Memorandum

To: City Commission
Date: July 16, 2013
From: Michelle Stegman
RE: Appointment to the Cultural Relations Board

Issue

The Cultural Relations Board received resignations from Diana Garcia, Wendy Palmer, Rodrigo Ruvalcaba and Mary Rogers in June and July.

Background

The board received applications from Nancy Harness and Geovannie Gone’

Alternatives

1. The Cultural Relations Board asks the City Commission to consider filling the terms of Diana Garcia and Wendy Palmer with applicants Geovannie Gone’ and Nancy Harness.
2. Do not appoint these applicants to the Cultural Relations Board and recommend that the board continue to recruit Garden City residents.

Recommendations

The Cultural Relations Board recommends the City Commission appoint the following Garden City residents to the board:

| | | |
|------------------|-----------|----------------------------|
| Nancy Harness: | Caucasian | Term Expiration – 12/31/14 |
| Geovannie Gone’: | Hispanic | Term Expiration – 12/31/13 |

These applicants are appropriate for the categories required to maintain diversity on the Cultural Relations Board. The current board member list will depict the ethnicity makeup.

Board members will continue to recruit to fill the other openings.

Fiscal Note

None

Cultural Relations Board - 2013

Meeting Time: 5:15 PM
 Ord-Res: Resolution
 No: 1569

| Name | Address | Employer | Expires | Apptd | Ethnicity | Reappointed | Resigned |
|--------------------|----------------------|--|----------|----------|------------------|--|-----------|
| C Bolton, Debra | 1009 Gillespie Place | K State University Research and Extension | 12/31/15 | 12/18/12 | American Indian | Reappointed 12/18/12 | |
| Cassellius, Adam | 1118 N. 12th St | USD 457 | 12/31/15 | 12/18/12 | Caucasian | | |
| VC Palmer, Wendy | 1507 Jan St. | | 12/31/14 | 12/20/11 | Caucasian | | 7/27/2013 |
| Rogers, Mary | 2808 Loraine Pl | St. Catherine's | 12/31/13 | 5/18/10 | Pacific Islander | Reappointed 12/21/10 | 7/3/2013 |
| Sabandith, Liz | 2001 Apache | Tatro Plumbing | 12/31/14 | 12/20/11 | Laotian | | |
| Weber, Verna | 1217 Center | Center for Children and Families | 12/31/14 | 12/20/11 | Caucasian | 2nd Term Filled Abdukadir Mohamed's Term | |
| Muturi, Simon | 1711 W. Campbell | State of Kansas Department for Children and Families | 12/31/14 | 1/15/13 | Kenyan | | |
| Ruvalcaba, Rodrigo | 310 N. Washington | Farmers Insurance | 12/31/13 | 3/19/13 | Hispanic | Filled Danny Andrade's Term | 7/11/2013 |
| Garcia, Diana | 1011 W. Cambell | State Farm | 12/31/13 | 3/19/13 | Hispanic | Filled Muna Ibrahim's Term | 6/10/2013 |

GARDEN CITY IS MY TOWN TOO!

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

NAME: Geovannie Gone HOME PHONE: 620-805-6015

ADDRESS: P.O. Box 1861 Garden City WORK PHONE: 620-521-1832

E-MAIL ADDRESS: geovannie.gone@uhc.com

OCCUPATION (if employed): Bilingual Community outreach Specialist

PLACE OF EMPLOYMENT: United Healthcare Community Plan of Kansas

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 14 years

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

OTHER APPLICABLE EXPERIENCE: _____

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

Local Housing Authority

Zoning Board of Appeals

RETURN THIS FORM TO:

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

Describe why you are interested in serving on a board/commission:

I'm very interested in serving in the cultural relations board because I feel my experience and input can be very beneficial. I was born and raised in Mexico, I moved to Garden City when I was fifteen years of age. Since then, I have earned a double Bachelor's degree and just recently graduated with my Masters' degree. I learn to love and respect not only this country but this beautiful diverse city that we live in. Due to my bilingual skills, I have been able to serve and help some of the agencies of this town. I am a certified court, legal and medical interpreter. When needed, the Municipal as well as the District Court call me to interpret court proceedings for the defendant. I also worked for the State of Kansas as a Special Investigator II, doing consumer protection investigations. Due to the fact that I was the only Bilingual Investigator I was able to learn and serve those individuals that spoke Spanish. I currently work for United HealthCare Community plan of Kansas, as the bilingual community outreach specialist. Part of my role is to provide education to members of the Kan care program in both English and Spanish. This job gives me the opportunity to talk to people from different Countries and ethnic groups about issues they currently have. Being in this board will provide me the opportunity to bring up issues that our community might have and maybe get ideas on how to resolve them, or how to help our families. IT would also provide me with the opportunity to serve and help resolve any issues that some of the other board members might bring up.

GARDEN CITY IS MY TOWN TOO!

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

NAME: Nancy Harness HOME PHONE: Cell – 620-640-7036

ADDRESS: 904 Theron WORK PHONE: NA

OCCUPATION (if employed): School Counselor

PLACE OF EMPLOYMENT: USD 457/Alternative High School

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 50 years

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

As a second generation Garden City resident, one of my favorites aspects of our community is the amazing diversity. As part of my professional experiences, I have had the opportunity to work closely with the Southeast Asian community in the 1990's, and now the Africian and Burmese new arrivals. I would like the opportunity to continue to interact with our "newest residents" and help build connections between all of our residents.

OTHER APPLICABLE EXPERIENCE: Founding member of the Ethnic Leaders' Group, City Commissioner

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

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

RETURN THIS FORM TO:



COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@gardencityks.us

CODE COMPLIANCE

620-276-1120

code@gardencityks.us

**PLANNING AND
ZONING**

620-276-1170

planning@gardencityks.us

Memo

To: City Commission

From: Kaleb Kentner

Date: 7/15/2013

Re: Board Appointment for Planning Commission

Planning Commission:

The Planning Department is currently looking to fill a position for city representative for the Planning Commission. The position was left open due to the retirement of Patrick Garcia.

The following citizens, in no particular order, have expressed interest in serving on the Planning Commission:

Matt Kirchoff
Brian Schwindt
Roy Dixon
Chris Gronquist
Vicki Germann
Brian Weber

Staff recommends the appointment of a new Planning Commissioner to fill Patrick's unexpired term which will end December 31, 2014.

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GARDEN CITY, KS
67846-0998
PH 620.276.1170
FAX 620.276.1173
www.garden-city.org

GARDEN CITY IS MY TOWN TOO!

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

NAME: Matt Kirchoff HOME PHONE: 620-290-8048

ADDRESS: 1344 Optand Road WORK PHONE: 275-4128

E-MAIL ADDRESS: matkirchoff@hotmail.com

OCCUPATION (if employed): Commercial Loan Officer

PLACE OF EMPLOYMENT: Western State Bank

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 20 years

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

I would like to be more involved with the city and possibly look into politics.

OTHER APPLICABLE EXPERIENCE: I am on the board of directors for Garden City downtown vision.

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

Airport

Alcohol Fund Advisory Board

Building Safety Board of Appeals

Cultural Relations

Golf

Environmental Issues Board

Landmarks Commission

Local Housing Authority

Lee Richardson Zoo

Parks & Tree

Planning Commission

Police/Citizen

Recreation Commission

Traffic Committee

Youth Council

Zoning Board of Appeals

RETURN THIS FORM TO:

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City Administrative Center
P.O. Box 499
Garden City, KS 67846-0499

GARDEN CITY IS MY TOWN TOO!

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

NAME: Brian Schwindt HOME PHONE: ^{cell} 785.383.3596

ADDRESS: 5072 Campusview #2 WORK PHONE: 276.6971

OCCUPATION (if employed): Mktg/Bus. Dev./HR/Arts/Supervisor

PLACE OF EMPLOYMENT: First National Bank of Garden City

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Born & Raised

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

To learn more about G.C., learn how the decisions are made, take part in & be in the decision making process.

OTHER APPLICABLE EXPERIENCE: CIP, served on multiple boards in community, volunteer for many org's/events in community

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

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

RETURN THIS FORM TO:
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City Administrative Center
P.O. Box 499
Garden City, KS 67846-0499

GARDEN CITY IS MY TOWN TOO!

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

NAME: Roy E Dixon

HOME PHONE: 785-694-3247

ADDRESS: 1916 E. Labrador Blvd. #2

WORK PHONE: _____

EMAIL ADDRESS: roy.dixon@sbcglobal.net

OCCUPATION (if employed): Self Employed

PLACE OF EMPLOYMENT: Garden City

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? June 2004

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

Be a part of the outstanding development and growth of our community

OTHER APPLICABLE EXPERIENCE: Past Planning Commission, CIP for years, Board of Zoning & Appeals

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Airport | <input 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 checked="" type="checkbox"/> Planning Commission |
| <input checked="" 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 checked="" type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Local Housing Authority | <input checked="" type="checkbox"/> CIP. |

RETURN THIS FORM TO:
City Manager's Office - Attn: Celyn Hurtado
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

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

NAME: Chris Gronquist HOME PHONE: 620-640-1286

ADDRESS: 165 Honeybee Ct. WORK PHONE: 620-275-4421

E-MAIL ADDRESS: ChrisGr@WCNYX.ORG

OCCUPATION (if employed): Site Manager

PLACE OF EMPLOYMENT: Finney County Landfill

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 18 months

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

I want to get involved in my community, give back to my community and help it grow.

OTHER APPLICABLE EXPERIENCE: President of HOA - 2009 + 2010 165 residences.
Director of Training @ Grant Stride Scuba.

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

- | | |
|--|---|
| <input type="checkbox"/> Airport | <input 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 checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Cultural Relations | <input type="checkbox"/> Police/Citizen |
| <input type="checkbox"/> Golf | <input checked="" type="checkbox"/> Recreation Commission |
| <input checked="" type="checkbox"/> Environmental Issues Board | <input type="checkbox"/> Traffic Committee |
| <input type="checkbox"/> Landmarks Commission | <input checked="" type="checkbox"/> Local Housing Authority |
| <input type="checkbox"/> Zoning Board of Appeals | |

RETURN THIS FORM TO:
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City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

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

NAME: Vicki Germann HOME PHONE: 620-271-2868

ADDRESS: 3312 Primrose WORK PHONE: 620-275-7248

E-MAIL ADDRESS: vgermann@cox.net

OCCUPATION (if employed): Ophthalmic Technician

PLACE OF EMPLOYMENT: Fry Eye Associates

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? life

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION: I am on the board of Garden City Builders Association, and serve as secretary my husband is a local contractor, and I am embarking on a career in Real Estate. I have a passion for Garden City, local government and especially the housing industry.

OTHER APPLICABLE EXPERIENCE: I am on the Board of Directors for GC DTV and have participated on the Capital Improvement Committee and the Master Planning Committee

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

Local Housing Authority

Zoning Board of Appeals

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City Administrative Center
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Garden City, KS 67846-0499

GARDEN CITY IS MY TOWN TOO!

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

NAME: Brian A. Weber

HOME PHONE: 620-253-0255

ADDRESS: 506 Alyssa Ct. Garden City, KS 67846

WORK PHONE: 620-225-7700

E-MAIL ADDRESS: uhweber@gmail.com

OCCUPATION (if employed): Co-Owner/Management, Dir. Of Marketing,

PLACE OF EMPLOYMENT: Weber Refrigeration & Heating, Inc.

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Born here, spent childhood here, recently moved back to Garden City to be more involved with the Garden City branch of our company and to be involved in the community.

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

I have a vested interest in this community. We have a growing business that is creating jobs in Garden City, and my wife and I have a 1 year-old daughter we have chosen to raise in Garden City.

OTHER APPLICABLE EXPERIENCE: Former legislator (Kansas House of Representatives), former vice-mayor and city commissioner in southwest Kansas. Served on numerous business, civic, and non-profit boards as a member and trustee. Masters degree with thesis on town-building, public finance, and politics of a southwest community.

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

Local Housing Authority

Zoning Board of Appeals

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P.O. Box 998
Garden City, KS 67846-0998

Consent Agenda



COMMUNITY
DEVELOPMENT

DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB

AND
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

**PLANNING AND
ZONING**

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org

Memo

To: City Commission

From: Kaleb Kentner

CC: File

Date: July 22, 2013

Re: GC2013-48, FINAL PLAT – East Cambridge Square Ph. II

BACKGROUND: At the request of CAC Development, Inc., c/o Cornerstone Professional Services, the Planning Commission is asked to review and consider the Plat for the property located on the SE ¼ of Section 16, T24S, R32W, (at approximately the 3100 Block of E. Spruce Street), Garden City, KS.

The plat shows the property to be approximately 10.5 acres, and will yield 32 lots and a Tract of Land. This plat is break off from a 15.9 ac parcel owned by the applicant. The remainder Tracts of Land will be reserved for future development.

The Preliminary Plat shows the Open Space and Parks Dedication requirements to be located on the tract of land south of this plat.

The property is currently zoned “R-3” Multiple Family Residential District (for approx. the first 300 ft. of the north portion of the parcel) and “R-1” Single Family Residential District (for the remainder of the parcel).

The proposed Susan Street has been offset approximately 100 ft. westward. The City Engineer has approved the offset.

The applicant is proposing to dedicate a 50’ Right-of-Way (R/W) throughout the development. The applicant will be required to dedicate a 10’ Public Utility Easement (PUE) for each lot on both sides of the proposed streets. Furthermore, the applicant will be requested to show on the Plat a No Access Easement along Spruce Street for the properties adjacent to the Spruce Street R/W.

The applicant will be required to meet or exceed the Garden City Zoning and Subdivision Regulations for this development.

RECOMMENDATION: Staff recommends approval of the Plat.

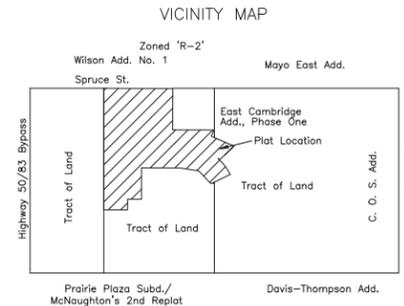
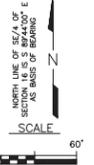
PLANNING COMMISSION RECOMMENDATION: At the July 18, 2013 meeting the Planning Commission recommended approval of the Plat.

ALTERNATIVES: The City Commission may:

1. Approve the Plat as presented, adopting the Right-of-Way dedications.
2. Not approve the Plat.

FINAL PLAT EAST CAMBRIDGE SQUARE, PHASE TWO

A Tract of Land and Lot 6, Block 1, East Cambridge Square, Phase One,
All In the Southeast Quarter of Section 16,
Township 24 South, Range 32 West of the 6th P.M.,
Garden City, Finney County, Kansas



- LEGEND**
- Found Monument
 - Set 1/2"x24" R-Bar capped
 - ◆ "PARKS PLS 1289"
 - (Set at all Lot Corners)
 - R Recorded Measurements
 - 0.00' Measured = M
 - P.U.E. Public Utility Easement
 - B.S.L. Building Setback Line

- GENERAL NOTES**
1. Some improvements, utilities, and easements are not shown by agreement with the client.
 2. This survey does not certify to ownership.
 3. Building Setback Lines are as follows:
Front is 15 feet
Side is 5 feet
Rear is 25 feet

Boundary Closure Information:
Closure Error Distance = 0.06'
Error Bearing = S 46°15'25" W
Closure Precision = 1 in 59,359

PLAT LEGAL DESCRIPTION:

A tract of land located in the Southeast Quarter of Section 16, Township 24 South, Range 32 West of the 6th P.M., and Lot 6, Block 1, East Cambridge Square, Phase One, Finney County, more particularly described combined as follows:

Commencing at the Northwest corner of said Southeast Quarter being a found Aluminum cap, Garden City; thence South 89°44'00" East on the North line of said Southeast Quarter a distance of 528.00 feet; thence South 00°00'50" West a distance of 30.00 feet to the point of beginning being a found 1/2" R-bar, Matthews;

thence South 89°44'00" East on the South Right of Way line of Spruce Street a distance of 493.75 feet to a found 1/2" R-bar, Matthews;

thence South 00°06'18" West a distance of 295.16 feet to a found 1/2" R-bar, Matthews;

thence South 89°44'00" East a distance of 295.16 feet to a found 1/2" R-bar, Matthews;

thence South 22°38'45" West a distance of 48.32 feet to a found 1/2" R-bar, Parks;

thence South 66°48'50" East a distance of 61.81 feet to a found 1/2" R-bar, Parks;

thence South 66°48'50" East a distance of 114.72 feet to a found 1/2" R-bar, Parks;

thence with a curve to the right having an arc length of 21.32 feet, with a radius of 100.00 feet, a chord length of 21.28 feet and a chord bearing of South 41°01'36" West, to a set 1/2" R-bar, Parks cap typical;

thence South 47°08'03" West a distance of 109.08 feet to a set 1/2" R-bar;

thence with a curve turning to the right with an arc length of 21.91 feet, with a radius of 15.00 feet, with a chord bearing of South 88°59'19" West, with a chord length of 20.02 feet, to a set 1/2" R-bar;

thence with a curve turning to the right with an arc length of 143.17 feet, with a radius of 350.00 feet, with a chord bearing of South 37°26'19" East, with a chord length of 142.17 feet, to a set 1/2" R-bar;

thence South 64°16'48" West a distance of 50.00 feet to a set 1/2" R-bar;

thence South 64°12'41" West a distance of 101.12 feet to a set 1/2" R-bar;

thence North 44°13'38" West a distance of 127.99 feet to a set 1/2" R-bar;

thence North 80°48'33" West a distance of 128.81 feet to a set 1/2" R-bar;

thence North 89°44'00" West a distance of 282.14 feet to a set 1/2" R-bar;

thence South 00°00'50" West a distance of 225.00 feet to a set 1/2" R-bar;

thence North 89°59'10" West a distance of 100.00 feet to a set 1/2" R-bar;

thence South 00°09'40" East a distance of 75.02 feet to a set 1/2" R-bar;

thence North 89°58'48" West a distance of 170.23 feet to a set 1/2" R-bar;

thence North 00°00'50" East a distance of 868.45 feet to a set 1/2" R-bar;

thence South 89°44'00" East a distance of 493.75 feet to the point of beginning, containing 10.75 acres, more or less.

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C28 | 21.32' | 100.00' | 12°12'54" | N 41°01'36" E | 21.28' |
| C29 | 21.91' | 15.00' | 8°42'50" | N 88°59'19" E | 20.02' |
| C30 | 143.17' | 350.00' | 23°26'14" | N 37°26'19" W | 142.17' |
| C31 | 30.84' | 350.00' | 5°02'53" | N 86°39'21" W | 30.83' |
| C32 | 72.48' | 350.00' | 11°51'53" | N 78°11'58" W | 72.35' |
| C33 | 72.44' | 350.00' | 11°51'32" | N 68°20'16" W | 72.31' |
| C34 | 39.06' | 300.00' | 7°27'34" | N 85°30'11" W | 39.03' |
| C35 | 98.08' | 300.00' | 18°43'54" | N 72°24'27" W | 97.64' |
| C36 | 94.73' | 300.00' | 18°05'34" | N 53°56'08" W | 94.34' |
| C37 | 10.00' | 300.00' | 1°54'36" | N 43°56'02" W | 10.00' |
| C38 | 90.37' | 300.00' | 17°15'52" | N 34°20'58" W | 90.03' |
| C39 | 23.63' | 15.00' | 9°01'10" | S 48°08'25" W | 21.28' |
| C40 | 23.50' | 15.00' | 89°44'50" | S 44°51'35" E | 21.17' |
| C41 | 65.73' | 350.00' | 10°49'36" | S 55°01'42" E | 65.63' |

SURVEYOR'S CERTIFICATION

This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

Ken Parks, LS No. 1289

COUNTY SURVEYOR'S CERTIFICATION

This plat has been examined this day of _____, 2013, for compliance with K.S.A. 58-2005.

Vernon L. Cress, LS No. 899,
County Surveyor

OWNER'S CONSENT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public streets, public utility easements and public walking path are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2013.

Lonnie Sassaman, President,
C.A.C. Development, Inc.

State of Kansas ss.
Finney County

This consent and dedication was acknowledged before me, the undersigned officer, by Lonnie Sassaman, President, C.A.C. Development, Inc. this day of _____, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public My commission expires _____

HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION

State of Kansas ss.
Finney County

This plat has been reviewed and is hereby approved this _____ day of _____, 2013.

Chairman Kaleb Kentner, Secretary

THE CITY OF GARDEN CITY, KANSAS

State of Kansas ss.
Finney County

These Right-of-Ways and Walking Path accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, are hereby dedicated this _____ day of _____, 2013.

Dan Fankhauser, Mayor

Attest: Celyn Hurtado, City Clerk

AGREEMENT TO PROVIDE MUNICIPAL SERVICES AND CONSENT TO ANNEXATION

NOW ON this 31 day of July, 2013, this Agreement to Provide Municipal Services and Consent to Annexation (Agreement) entered into by and between the **CITY OF GARDEN CITY, KANSAS**, hereinafter referred to as **CITY**, and **IGLESIA PENTECOSTAL JESUCRISTO ES EL SEÑOR ASSOCIATION**, hereinafter referred to as **OWNER**, and,

WHEREAS, **OWNER** requests and **CITY** desires to provide the described municipal service(s) to the described real property.

WHEREAS, **OWNER** is the owner of the below-described real property an in consideration of the delivery or extension of municipal service(s) by **CITY** to the described real property, owner desires to consent to the annexation of the described real property, to-wit:

Lot 1, Block 1, Deines Addition, Finney County, Kansas

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **CITY** agrees to deliver or extend municipal **sewer and water services** to the real property, said real property currently lying outside the boundaries of **CITY**.
2. In consideration of the delivery or extension of municipal **sewer and water services** to the real property, **OWNER** agrees and consents to the annexation of the real property by **CITY** at a date annexation is desired by **CITY**.
3. The parties understand and agree that the consent given herein pursuant to K.S.A. 12-534 and that such consent shall be deemed to be sufficient consent to an annexation proceeding under K.S.A. 12-520.
4. The parties understand and agree that this Agreement shall be binding upon all heir, executors, administrators, successors, and permitted assigns, and further, that this Agreement shall run with the real property.

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

CITY OF GARDEN CITY, KANSAS

Dan Fankhauser, Mayor

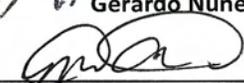
ATTEST:

Celyn N Hurtado, City Clerk

OWNER:
IGLESIA PENTECOSTAL JESUCRISTO ES EL SEÑOR ASSOCIATION



Gerardo Nuñez, Pastor



Matthew G. Asebedo, Secretary

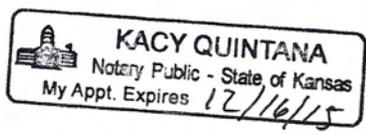
STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 31st day of July, 2013, before me, a Notary Public in and for the County and State aforesaid, came **Gerardo Nuñez, Pastor and Matthew G. Asebedo, Secretary, IGLESIA PENTECOSTAL JESUCRISTO ES EL SEÑOR ASSOCIATION**, who are personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same as Mayor of the City of Garden City, Kansas.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
12/16/15



STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of _____, 2013, before me, a Notary Public in and for the County and State aforesaid, came **Dan Fankhauser, Mayor and Celyn N Hurtado, City Clerk**, who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Notary Public

My Commission Expires:

FIDUCIARY ENGAGEMENT LETTER

THIS AGREEMENT ("Agreement") is made this _____ day of _____ 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 Shulman Crossing Phase 2 Development 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 for each transaction successfully entered into, at the time of the completion of each transaction.
3. **Term.** The term of this Agreement shall commence on _____ __, 2013, and shall expire on the earlier of either December 31, 2015, 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



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Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: August 1, 2013
Re: Participation in the South West Kansas Local Environmental Planning Group

ISSUE: Participation in the South West Kansas Local Environmental Planning Group (the LEPG)

BACKGROUND: The LEPG performs environmental assistance to the Planning & Community Development Department through interlocal agreement. Their services include enforcement of the septic tank, water well, and other environmental related permits for the Planning & Community Development Department. The Planning & Community Development Department through interlocal agreement provides environmental, nuisance, building inspections, planning, zoning, and community development services to Finney County.

At the Budgeting meeting last month, the funding allocated for Garden City's participation in the LEPG was cut from the Planning and Community Development Department's budget proposal for 2014. Staff informed the LEPG of this development and the LEPG Board has determined that it would still like the City to participate in 2014, therefore they have asked staff to submit to the City Commission their proposal that if the City would participate in the LEPG for 2014, the cost share would be waived but the LEPG would still collect fees for inspections for septic systems, wells, and other environmental related permits. They would also like the City to consider the cost share to be funded in the 2015 budget.

Alternatives:

1. The Commission may accept the LEPG's proposal to continue participation in 2014 without cost and consider the cost share in the 2015 budget process.
2. The Commission may deny the LEPG's proposal.

Recommendation: Staff recommends approval of the LEPG's proposal to participate with no cost to the City as outlined in Alternative #1.

Fiscal Note: The cost share fee for 2014 would have been \$4,600.00 and for 2015 would be \$4,830.00. As of July 2013 the LEPG has collected \$19,750.00 in permit fees within our jurisdiction and it is estimated by the end of the year total permit fees collected by the LEPG for our jurisdiction will be around \$30,000.00. It is estimated that 2014 permit fee collection for the LEPG will be around \$30,000.00.

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 15 July 2013

RE: FAIRGROUNDS WATERMAIN REPLACEMENT BIDS

ISSUE

Bids were received April 11th for the replacement of the watermain at the Fairgrounds. The bid tabulation is attached.

BACKGROUND

City staff and Finney County Fairgrounds staff have been working on a watermain replacement project in order to provide improved fire flow and service to the buildings at the fairgrounds. The fairgrounds are currently served from a dead end 4" main. The new line will be an 8", except under the grandstand plaza, where we will connect to a 6" line that was installed for future service, and continues over to Taylor Avenue, for service to the Horse Palace and future connection north to Maple Street. The County is paying for the project,

Bids were received on April 11th for the project, and were forwarded to the County for consideration and authorization to proceed, which was received on July 12th.

Three bids were received, with the low bid being from Lee Construction, Inc., which is under the engineer's estimate.

ALTERNATIVES

- 1) The Governing Body may accept the low bid and award a contract.
- 2) The Governing Body may reject the bids.

RECOMMENDATION

Staff recommends awarding the contract to Lee Construction, Inc., Garden City in the amount of \$63,617.50, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

FISCAL

The project is funded by Finney County at no cost to the City.

Steve Cottrell



Engineering Department

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

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

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Fairgrounds Watermain Replacement

| BIDDER | TOTAL | COMMENT |
|-----------------------------------|---------------|----------------|
| Engineer's Estimate | \$ 69,925.00 | |
| Lee Construction, Inc. | \$ 63,617.50 | LOW |
| Dreiling Construction | \$ 77,710.00 | |
| APAC Kansas Inc., Shears Division | \$ 105,142.50 | |
| | | |

Fairgrounds Watermain Replacement

| No. | Item | Quantity | Unit | Engineer's Estimate | | Lee Constructon, Inc. | | Dreiling Construction, LLC | | APAC Kansas Inc., Shears Division | |
|--------------------|-----------------------------------|----------|------|---------------------|--------------|-----------------------|--------------|----------------------------|--------------|-----------------------------------|--------------|
| | | | | Unit Cost | Extension | Unit Cost | Extension | Unit Cost | Extension | Unit Cost | Extension |
| 1 | Connect to Existing 8" Line | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | \$ 700.00 | \$ 700.00 | \$ 1,300.00 | \$ 1,300.00 | \$ 4,500.00 | \$ 4,500.00 |
| 2 | Connect to Existing 6" Line | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | \$ 600.00 | \$ 1,200.00 | \$ 800.00 | \$ 1,600.00 | \$ 2,250.00 | \$ 4,500.00 |
| 3 | 8" C900 DR18 PVC Pipe, in place | 885 | LF | \$ 20.00 | \$ 17,700.00 | \$ 18.50 | \$ 16,372.50 | \$ 21.00 | \$ 18,585.00 | \$ 31.00 | \$ 27,435.00 |
| 4 | 8" C900RJ DR18 PVC Pipe, in place | 100 | LF | \$ 100.00 | \$ 10,000.00 | \$ 54.00 | \$ 5,400.00 | \$ 59.00 | \$ 5,900.00 | \$ 88.50 | \$ 8,850.00 |
| 5 | 8" MJ Valves w/box | 3 | EA | \$ 1,250.00 | \$ 3,750.00 | \$ 1,150.00 | \$ 3,450.00 | \$ 1,500.00 | \$ 4,500.00 | \$ 1,150.00 | \$ 3,450.00 |
| 6 | 8" x 45° Bend | 4 | EA | \$ 500.00 | \$ 2,000.00 | \$ 450.00 | \$ 1,800.00 | \$ 410.00 | \$ 1,640.00 | \$ 203.50 | \$ 814.00 |
| 7 | 8" x 12" MJ Reducer | 1 | EA | \$ 500.00 | \$ 500.00 | \$ 570.00 | \$ 570.00 | \$ 430.00 | \$ 430.00 | \$ 414.50 | \$ 414.50 |
| 8 | 8" x 6" MJ Reducer | 2 | EA | \$ 500.00 | \$ 1,000.00 | \$ 175.00 | \$ 350.00 | \$ 400.00 | \$ 800.00 | \$ 82.00 | \$ 164.00 |
| 9 | 12" x 12" x 12" Tee | 1 | EA | \$ 600.00 | \$ 600.00 | \$ 995.00 | \$ 995.00 | \$ 540.00 | \$ 540.00 | \$ 260.00 | \$ 260.00 |
| 10 | 12" MJ Valves w/box | 2 | EA | \$ 1,400.00 | \$ 2,800.00 | \$ 2,590.00 | \$ 5,180.00 | \$ 2,100.00 | \$ 4,200.00 | \$ 2,500.00 | \$ 5,000.00 |
| 11 | 12" Foster Adapters | 2 | EA | \$ 500.00 | \$ 1,000.00 | \$ 260.00 | \$ 520.00 | \$ 500.00 | \$ 1,000.00 | \$ 250.00 | \$ 500.00 |
| 12 | Remove Fire Hydrant | 3 | EA | \$ 1,000.00 | \$ 3,000.00 | \$ 500.00 | \$ 1,500.00 | \$ 325.00 | \$ 975.00 | \$ 900.00 | \$ 2,700.00 |
| 13 | Fire Hydrant Assembly | 3 | EA | \$ 2,500.00 | \$ 7,500.00 | \$ 2,285.00 | \$ 6,855.00 | \$ 3,400.00 | \$ 10,200.00 | \$ 2,800.00 | \$ 8,400.00 |
| 14 | 6" Flange x MJ Valves w/box | 3 | EA | \$ 1,000.00 | \$ 3,000.00 | \$ 775.00 | \$ 2,325.00 | \$ 1,000.00 | \$ 3,000.00 | \$ 900.00 | \$ 2,700.00 |
| 15 | 8" x 8" x 6" Tee | 3 | EA | \$ 425.00 | \$ 1,275.00 | \$ 540.00 | \$ 1,620.00 | \$ 600.00 | \$ 1,800.00 | \$ 275.00 | \$ 825.00 |
| 16 | 6" C900 DR18 PVC Pipe, in place | 50 | LF | \$ 15.00 | \$ 750.00 | \$ 18.00 | \$ 900.00 | \$ 22.00 | \$ 1,100.00 | \$ 70.00 | \$ 3,500.00 |
| 17 | 2" Service taps | 9 | Ea | \$ 250.00 | \$ 2,250.00 | \$ 520.00 | \$ 4,680.00 | \$ 300.00 | \$ 2,700.00 | \$ 270.00 | \$ 2,430.00 |
| 18 | 2" Service line | 100 | LF | \$ 8.00 | \$ 800.00 | \$ 7.50 | \$ 750.00 | \$ 3.00 | \$ 300.00 | \$ 42.00 | \$ 4,200.00 |
| 19 | Install 2" water meter | 10 | Ea | \$ 500.00 | \$ 5,000.00 | \$ 625.00 | \$ 6,250.00 | \$ 190.00 | \$ 1,900.00 | \$ 1,000.00 | \$ 10,000.00 |
| 20 | Construction Staking | 1 | LS | \$ 2,000.00 | \$ 2,000.00 | \$ 850.00 | \$ 850.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 21 | Tempromy Erosion Control | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 500.00 | \$ 500.00 | \$ 1,700.00 | \$ 1,700.00 | \$ 4,500.00 | \$ 4,500.00 |
| 22 | Traffic control | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 850.00 | \$ 850.00 | \$ 3,600.00 | \$ 3,600.00 | \$ 7,000.00 | \$ 7,000.00 |
| GRAND TOTAL | | | | \$ | 69,925.00 | \$ | 63,617.50 | \$ | 71,770.00 | \$ | 105,142.50 |



MEMORANDUM

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: July 24, 2013
SUBJECT: Purchase Request on Vehicle Bid

CITY COMMISSION

DAN FANKHAUSER,
 Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

ISSUE

Bids were opened for the following item:
 ➤ 4WD Half Ton Super Crew Cab

BACKGROUND

Bids were opened on the July 24, 2013 in the Administration Building at 10:00 a.m. The following table represents the bids submitted:

| CITY OF GARDEN CITY | | | | | |
|--------------------------------------|-------------|--------------------|---|---------------|-----------------------|
| 4WD HALF TON SUPER CREW CAB | | | | | |
| BIDDERS | COST | LESS GOVT DISCOUNT | TOTAL CITY COST | DELIVERY DATE | EXCEPTIONS & COMMENTS |
| Burtis Motor Company Eldon Dailey | \$40,105.00 | \$11,046.00 | \$29,059.00 + \$1.00 excise tax \$29,060.00 | 8-10 wks | 2013 Ford F-150 |
| Western Motor Buzz Garner | \$42,794.00 | \$11,095.00 | \$31,699.00 | In Stock | 2013 GMC |
| Lewis Motor Company Jessie Guzman | NO BID | | | | |

RECOMMENDATION

Staff recommends Governing Body consideration and approval for the purchase of the 2013 4WD Half Ton Super Crew Cab from Burtis Motor.

FISCAL NOTE

Super Crew Cab - \$29,060., fund cite #075-511-6100.16, Budgeted Amount \$35,000.

MATTHEW C. ALLEN
 City Manager

MELINDA A. HITZ, CPA
 Finance Director

RANDALL D. GRISELL
 City Counselor

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



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: August 6, 2013

RE: Conduit (PVC and Rigid Steel) and accessory fittings for Substation #10 & #11

ISSUE:

Bids were received on July 16, 2013 for the purchase of various sizes and lengths of PVC and Rigid Steel Conduit and spacers for Substation #10 and #11. Bids were received from three (3) vendors and all met specifications on the required material. Bid sheet attached.

BACKGROUND:

The Electric Division is in the process of constructing Substation #10 and Substation #11. These conduits are needed for the installation of power cable, control wiring and SCADA communications for both Substations making them operational.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends awarding the bid to Wesco in the total amount of \$51,157.43 (\$47,236.78, plus tax \$3,920.65, total \$51,157.43).

FISCAL NOTE:

The Electric Department's Substation and 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

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CHRIS LAW

MATTHEW C. ALLEN
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| | | | | | Stanion | | | Wesco | | American Electric | |
|-----|--|---------|-------------|--------------------|---------|----------|-------------|----------|-------------|-------------------|-------------|
| 300 | CONDUIT | | UDIW Part # | Part # | Qty. | | | | | | |
| 301 | JUNCTION BOX, PVC, 8X8X7 | Carlton | | E989SSX | 5 | \$26.00 | \$130.01 | \$23.42 | \$117.11 | \$24.38 | \$121.90 |
| | | | | | 0 | | | | | | |
| 302 | DUCT SPACER, 2" PVC, 3" SEPARATION | Carlton | 2W30-2 | S287J Carlton # | 900 | \$0.60 | \$540.62 | \$1.04 | \$939.69 | \$3.59 | \$3,231.00 |
| 303 | DUCT SPACER, 3" PVC, 3" SEPARATION | Carlton | 3W30-2 | | 40 | \$0.67 | \$26.92 | \$1.78 | \$71.33 | \$3.72 | \$148.80 |
| 304 | DUCT SPACER, 6" PVC, 3" SEPARATION | Carlton | 6W30-2 | SP6W30-2 Carlton # | 1620 | \$1.33 | \$2,159.90 | \$3.14 | \$5,092.52 | \$6.55 | \$10,611.00 |
| 310 | CONDUIT 1.25" PVC SCH 40, | Carlton | | 49009-010 | 80 | \$0.43 | \$34.20 | \$0.42 | \$33.78 | \$0.39 | \$30.84 |
| 311 | COUPLING 1.25" PVC SCH 40 | Carlton | | E940G | 12 | \$0.18 | \$2.17 | \$0.17 | \$2.05 | \$0.17 | \$2.08 |
| 313 | FEMALE TERMINAL ADAPTER 1.25" PVC | Carlton | | E942G | 2 | \$0.32 | \$0.65 | \$0.31 | \$0.61 | \$0.31 | \$0.62 |
| 314 | MALE TERMINAL ADAPTER 1.25" PVC | Carlton | | E943G | | | | | | | |
| 316 | CONDUIT 1.25" PVC 90DEG SWEEP 18" RADIUS | Carlton | | UA9CH | 3 | \$7.71 | \$23.14 | \$12.41 | \$37.22 | \$4.41 | \$13.23 |
| 350 | CONDUIT, RIGID GALV., 1.25" | | | | 160 | \$2.66 | \$426.01 | \$2.61 | \$416.98 | \$2.27 | \$363.20 |
| 351 | COUPLING, RIGID GALV., 1.25" | | | | 7 | \$1.51 | \$10.59 | \$1.50 | \$10.50 | \$1.36 | \$9.52 |
| 355 | HUB, WATER TIGHT, 1.25". NON GROUNDING, NEMA 4 | | | | 5 | \$4.36 | \$21.81 | \$4.15 | \$20.73 | \$3.85 | \$19.25 |
| 356 | SERVICE ENTRANCE WEATHERHEAD, 1.25", METALLIC | | | | 5 | \$4.08 | \$20.40 | \$3.48 | \$17.39 | \$3.90 | \$19.50 |
| 357 | CONDUIT STRAP, 1.25" RIGID, 2 HOLE, METALLIC | | | | 24 | \$0.15 | \$3.58 | \$0.18 | \$4.25 | \$0.17 | \$4.06 |
| 320 | CONDUIT, PVC SCH 40, 2" | Carlton | | 49011-010 | 2700 | \$0.63 | \$1,693.11 | \$0.62 | \$1,676.97 | \$0.55 | \$1,479.60 |
| 321 | COUPLING, PVC SCH 40, 2" | Carlton | | E940J | 142 | \$0.33 | \$46.59 | \$0.31 | \$43.98 | \$0.31 | \$44.30 |
| 322 | END BELL, PVC SCH 40, 2" | Carlton | | E997J | 30 | \$2.36 | \$70.75 | \$2.50 | \$74.87 | \$1.69 | \$50.73 |
| 323 | FEMALE ADAPTER, PVC SCH 40, 2" | Carlton | | E942J | 70 | \$0.47 | \$32.78 | \$0.44 | \$30.94 | \$0.44 | \$30.70 |
| 324 | MALE ADAPTER, PVC SCH 40, 2" | Carlton | | E943J | 22 | \$0.47 | \$10.38 | \$0.45 | \$9.80 | \$0.44 | \$9.72 |
| 326 | SWEEP, 90 DEG, 36" RADIUS, PVC SCH 40, 2" | Carlton | | UA9FJ-UPC | 47 | \$10.70 | \$503.11 | \$7.05 | \$331.44 | \$5.46 | \$256.62 |
| 330 | CONDUIT, PVC SCH 40, 3" | Carlton | | 49013-010 | 160 | \$1.29 | \$207.08 | \$1.27 | \$203.15 | \$1.12 | \$179.84 |
| 331 | COUPLING, PVC SCH 40, 3" | Carlton | | E940L | 26 | \$0.96 | \$24.85 | \$0.90 | \$23.45 | \$0.74 | \$19.18 |
| 332 | END BELL, PVC SCH 40, 3" | Carlton | | E997L | 6 | \$2.75 | \$16.50 | \$1.92 | \$11.51 | \$2.66 | \$15.96 |
| 334 | MALE ADAPTER, PVC SCH 40, 3" | Carlton | | E943L | 2 | \$1.18 | \$2.35 | \$1.11 | \$2.22 | \$1.12 | \$2.23 |
| 336 | SWEEP, 90 DEG, 36" RADIUS, PVC SCH 40, 3" | Carlton | | UA9FL | 8 | \$21.35 | \$170.81 | \$13.32 | \$106.53 | \$10.23 | \$81.80 |
| 340 | CONDUIT, PVC SCH 40, 4" | Carlton | | 49015-010 | 80 | \$1.79 | \$143.04 | \$1.79 | \$143.30 | \$0.90 | \$72.20 |
| 346 | SWEEP, 90 DEG, 36" RADIUS, PVC SCH 40, 4" | Carlton | | UA9FN | 3 | \$30.53 | \$91.58 | \$16.84 | \$50.51 | \$13.43 | \$40.28 |
| 360 | CONDUIT, PVC SCH 40, 6" | Carlton | | 49017-010 | 3030 | \$3.31 | \$10,042.58 | \$3.30 | \$9,992.94 | \$2.85 | \$8,635.50 |
| 361 | COUPLING, PVC SCH 40, 6" | Carlton | | E940R | 136 | \$4.77 | \$648.73 | \$4.62 | \$627.88 | \$4.26 | \$579.63 |
| 362 | END BELL, PVC SCH 40, 6" | Carlton | | E997R | 91 | \$5.65 | \$514.03 | \$10.78 | \$980.61 | \$5.33 | \$485.26 |
| 363 | FEMALE ADAPTER, PVC SCH 40, 6" | Carlton | | E942R | 150 | \$5.71 | \$856.16 | \$4.87 | \$729.84 | \$5.34 | \$801.41 |
| 370 | CONDUIT, LIQUIDTIGHT METALIC, 2" | | | | 60 | \$2.53 | \$151.93 | \$2.94 | \$176.48 | \$2.50 | \$150.00 |
| 372 | FITTING, LIQUIDTIGHT, 45DEG 2" | | | | 16 | \$27.97 | \$447.50 | \$26.58 | \$425.23 | \$34.55 | \$552.80 |
| 380 | CONDUIT, RIGID GALV., 2" | | | | 8 | \$2.53 | \$20.21 | \$2.49 | \$19.92 | \$1.97 | \$15.74 |
| 381 | COUPLING, RIGID GALV., 2" | | | | 18 | \$0.42 | \$7.61 | \$0.35 | \$6.23 | \$0.41 | \$7.38 |
| 382 | LOCK NUT, 2" | | | | 18 | \$0.34 | \$6.20 | \$0.56 | \$10.09 | \$0.43 | \$7.74 |
| 383 | BUSHING, PLASTIC 2" | | | | 26 | \$46.42 | \$1,206.96 | \$45.71 | \$1,188.46 | \$37.10 | \$964.60 |
| 390 | CONDUIT, RIGID GALV., 6" | | | | 120 | \$28.73 | \$3,447.90 | \$27.34 | \$3,280.88 | \$25.88 | \$3,105.60 |
| 391 | COUPLING, RIGID GALV., 6" | | | | 12 | \$36.00 | \$432.00 | \$35.45 | \$425.40 | \$30.10 | \$361.20 |
| 392 | LOCK NUT, 6" | | | | | | | | | | |
| 393 | BUSHING, PLASTIC 6" | | | | | | | | | | |
| 394 | SWEEP, 90 DEG, 36" RADIUS, RIGID GALV, 6" | | | | 100 | \$234.42 | \$23,442.19 | \$199.00 | \$19,900.00 | \$181.30 | \$18,130.00 |
| | | | | | | Net | \$47,636.93 | | \$47,236.78 | | \$50,655.01 |
| | | | | | | Tax | \$3,953.87 | | \$3,920.65 | | \$4,204.37 |
| | | | | | | Total | \$51,590.80 | | \$51,157.43 | | \$54,859.37 |



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: August 6, 2013

RE: Grounding conductor and control cable

ISSUE:

Bids were received on July 24, 2013 for the purchase of grounding conductor and control cable for Substations #10 and #11. Bids were received from seven (7) vendors, of which one did not bid and one could not fulfill the complete material list. Bid sheet attached.

BACKGROUND:

The Electric Division is in the process of constructing Substations #10 and #11. The grounding conductor is for the ground grid in each substation. The control cable is for control power (ac and dc voltage), control cabling for circuit breaker control and references for metering circuits loads. The ground grid and control cabling is a key component for these substations to operate properly.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends awarding the bid to Wesco for the bare conductor in the total amount of \$57,615.31 (\$53,199.73 plus tax \$4,415.58, total \$57,615.31).

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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MATTHEW C. ALLEN
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City of Garden City Electric Dept.

| 400 | CONDUCTOR | Manufacturer | PART # | | QTY. Footage | Techline | | Qty. | Lead time | HD Supply | | Qty. | Lead time | Stanion | |
|-----|--|--------------|--------|--|--------------|----------|-------------|------|-----------|-----------|-------------|------|-----------|---------|-------------|
| 406 | CONDUCTOR XHHW/SIS GRAY #10 AWG 105 STRAND | | | | 2000 | \$0.17 | \$340.00 | | F Stock | \$0.23 | \$460.00 | | F Stock | \$0.28 | \$568.42 |
| 407 | CONDUCTOR XHHW/SIS GRAY #14 AWG 41 STRAND | | | | 2000 | \$0.38 | \$760.00 | | F Stock | \$0.11 | \$220.00 | | F Stock | \$0.13 | \$252.63 |
| 412 | CONDUCTOR THWN, BLACK, #2 AWG STRANDED CU | | | | 230 | \$1.12 | \$560.00 | 500 | Stock | \$0.98 | \$225.40 | | 5-7 days | \$0.95 | \$218.53 |
| 413 | CONDUCTOR THWN, BLACK, 2/0 AWG STRANDED CU | | | | 195 | \$2.20 | \$1,100.00 | 500 | Stock | \$1.94 | \$378.30 | | 5-7 days | \$1.88 | \$366.00 |
| 414 | CONDUCTOR THWN, BLACK, 4/0 AWG STRANDED CU | | | | 5800 | \$3.75 | \$22,500.00 | 6000 | 2 wks | \$3.06 | \$18,360.00 | 6000 | 2 wks | \$2.96 | \$17,149.75 |
| 417 | TRAY CABLE, 2C/10, PVC OUTER INS, | | | | 1750 | \$0.62 | \$1,085.00 | | F stock | \$0.43 | \$752.50 | | F stock | \$0.47 | \$828.95 |
| 418 | TRAY CABLE, 4C/10, PVC OUTER INS, | | | | 2490 | \$1.12 | \$2,788.80 | | F stock | \$0.77 | \$1,917.30 | | F stock | \$0.83 | \$2,070.63 |
| 419 | TRAY CABLE, 12C/10, PVC OUTER INS, | | | | 2230 | \$2.24 | \$4,995.20 | | F stock | \$2.46 | \$5,485.80 | | F stock | \$2.62 | \$5,844.95 |
| 420 | TRAY CABLE, 4C/8, PVC OUTER INS, | | | | 250 | \$3.74 | \$935.00 | | F stock | \$1.82 | \$455.00 | | F stock | \$1.67 | \$418.42 |
| 500 | GROUNDING | | | | | | | | | | | | | | |
| 501 | CONDUCTOR, 4/0 CU, BARE, STRANDED, SOFT DRAWN | | | | 7600 | \$3.06 | \$23,256.00 | | F stock | \$2.87 | \$21,812.00 | | F stock | \$3.10 | \$23,591.84 |
| 502 | CONDUCTOR, 2/0 CU, BARE, STRADED, SOFT DRAWN | | | | 1000 | \$1.92 | \$1,920.00 | | F stock | \$1.84 | \$1,840.00 | | F stock | \$1.98 | \$1,976.37 |
| 503 | CONDUCTOR #2 AWG CU, BARE, SOLID, TINNED | | | | 3600 | \$1.18 | \$4,248.00 | | F stock | \$1.02 | \$3,672.00 | | F stock | \$1.11 | \$3,978.95 |
| 506 | GROUND ROD, COPPER, 3/4" DIAMETER X10'-0" LENGTH | BLACKBURN | 7510 | | 44 | \$22.12 | \$973.28 | | 1 week | \$19.21 | \$845.24 | | 2 wks | \$18.66 | \$820.90 |
| | | | | | | | | | Net | | \$65,461.28 | | Net | | \$58,086.34 |
| | | | | | | | | | Tax | | \$5,433.29 | | Tax | | \$4,821.17 |
| | | | | | | | | | Total | | \$70,894.57 | | Total | | \$62,907.50 |

City of Garden City Electric Dept.

| Qty. | Lead time | American Electric | | Qty. | Lead time | Wesco | | Qty. | Cut \$ | Lead time | Kriz-Davis | | Qty. | Lead time | Dougherty | | Qty. | Lead time |
|------|-----------|-------------------|--------|--------|-----------|---------|-------------|------|---------|-----------|------------|-------------|------|-----------|-----------|-------------|------|-----------|
| | F Stock | No bid | No bid | No bid | No bid | \$0.26 | \$520.38 | | | F Stock | No bid | No bid | | F Stock | \$0.23 | \$464.00 | | F Stock |
| | F Stock | No bid | No bid | No bid | No bid | \$0.12 | \$234.98 | | | F Stock | No bid | No bid | | F Stock | \$0.12 | \$232.00 | | F Stock |
| | | No bid | No bid | No bid | No bid | | | | | | | | | | | | | |
| | 5-7 days | No bid | No bid | No bid | No bid | \$0.97 | \$240.22 | | \$17.00 | Stock | \$0.93 | \$215.04 | | Stock | \$1.01 | \$232.30 | | Stock |
| | 5-7 days | No bid | No bid | No bid | No bid | \$1.92 | \$390.86 | | \$17.00 | Stock | \$1.84 | \$358.30 | | Stock | \$2.00 | \$390.00 | | Stock |
| | 2 wks | No bid | No bid | No bid | No bid | \$2.91 | \$16,907.76 | | \$17.00 | 2 wks | \$2.85 | \$16,527.43 | | 2 wks | \$3.08 | \$17,864.00 | | 2 wks |
| | | No bid | No bid | No bid | No bid | | | | | | | | | | | | | |
| | F stock | No bid | No bid | No bid | No bid | \$0.38 | \$690.56 | | \$17.00 | F stock | \$0.41 | \$1,335.50 | 3260 | F stock | \$0.38 | \$656.25 | | F stock |
| | F stock | No bid | No bid | No bid | No bid | \$0.74 | \$1,856.79 | | \$17.00 | F stock | \$0.77 | \$1,920.76 | 2500 | F stock | \$0.77 | \$1,917.30 | | F stock |
| | F stock | No bid | No bid | No bid | No bid | \$2.19 | \$4,908.44 | | \$17.00 | F stock | No bid | No bid | | F stock | \$2.24 | \$4,995.20 | | F stock |
| | F stock | No bid | No bid | No bid | No bid | \$1.23 | \$325.64 | | \$17.00 | F stock | \$1.14 | \$571.03 | 500 | F stock | \$1.44 | \$360.00 | | F stock |
| | | No bid | No bid | No bid | No bid | | | | | | | | | | | | | |
| | | No bid | No bid | No bid | No bid | | | | | | | | | | | | | |
| | | No bid | No bid | No bid | No bid | | | | | | | | | | | | | |
| | F stock | No bid | No bid | No bid | No bid | \$2.79 | \$21,238.11 | | \$24.00 | F stock | \$2.69 | \$20,441.26 | | F stock | \$2.68 | \$20,368.00 | | F stock |
| | F stock | No bid | No bid | No bid | No bid | \$1.76 | \$1,782.23 | | \$24.00 | F stock | \$1.71 | \$1,709.87 | | F stock | \$1.68 | \$1,680.00 | | F stock |
| | F stock | No bid | No bid | No bid | No bid | \$0.91 | \$3,258.97 | | | F stock | \$1.09 | \$3,929.54 | | F stock | \$0.94 | \$3,384.00 | | F stock |
| | | No bid | No bid | No bid | No bid | | | | | | | | | | | | | |
| | 1 week | No bid | No bid | No bid | No bid | \$19.20 | \$844.80 | | | 1 week | \$22.78 | \$1,002.32 | | 1 week | \$18.75 | \$825.00 | | 1 week |
| | | No bid | No bid | No bid | No bid | Net | \$53,199.73 | | | | Net | \$48,011.05 | | | Net | \$53,368.05 | | |
| | | No bid | No bid | No bid | No bid | Tax | \$4,415.58 | | | | Tax | \$3,984.92 | | | Tax | \$4,429.55 | | |
| | | No bid | No bid | No bid | No bid | Total | \$57,615.31 | | | | Total | \$51,995.97 | | | Total | \$57,797.60 | | |



MEMORANDUM

TO: Governing Body

THROUGH: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: August 6, 2013

RE: Overhead Conductor

ISSUE:

Bids were received on July 23, 2013 for the purchase of Overhead Conductor for the 34.5 KV Jameson Energy Center Feed and for distribution circuits 111 and 410. Bids were received from five (5) vendors which met specifications on the required material. Bid sheet attached.

BACKGROUND:

The Electric Division is in the process of constructing a connecting 34.5 KV transmission tie from the Jameson Energy Center, distribution circuit 111 out of Substation #11 and distribution circuit 410 out of Substation #10. This overhead conductor is needed to make the Jameson Energy Center generation available to the City Electrical Grid, to tie existing and new customers to distribution circuits (WWTP, International Paper, Wind River office and backup for Sub #9) and shift existing distribution circuit loads for the electrical generation out of the Jameson Energy Center.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends awarding the bid to Wesco for the bare conductor in the total amount of \$33,489.57 (\$30,922.96, plus tax \$2,566.61, total \$33,489.57) and HD Supply for the Hendrix conductor system in the total amount of \$41,206.18 (\$38,048.18, plus tax 3,158.00, total \$41,206.18).

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

CHRIS LAW

MATTHEW C. ALLEN
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CITY ADMINISTRATIVE
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301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

City of Garden City
Electric Department

| 600 | OH Conductor | Manufacturer | Part # | Qty. | Totals | | Kriz-Davis | | Lead time | HD Supply | | Lead time | Techline | Lead time | Wesco | | Lead time |
|-----|-----------------------------------|--------------|----------------------|------|--------|------|---------------|-------------|-----------|-----------|-------------|-----------|----------|-----------|---------|-------------|-----------|
| 601 | Hendrix conductor 2500 Foot Reels | Hendrix | HAC35-IG 556.5 kcmil | 3 | 7500 | | No bid | | | \$3.31 | \$24,825.00 | 4-6 wks | No bid | | No bid | | |
| 602 | Messenger 2500 Foot Reel | Hendrix | 0000127 AWA | 1 | 2500 | | No bid | | | \$2.49 | \$6,225.00 | 4-6 wks | No bid | | No bid | | |
| 603 | Spacers | Hendrix | RTL-46 | 70 | 70 | | No bid | | | \$40.49 | \$2,834.30 | 4-6 wks | No bid | | No bid | | |
| 604 | Ring Ties | Hendrix | RT-44 | 280 | 280 | | No bid | | | | | 4-6 wks | No bid | | No bid | | |
| 605 | Tangent Brackets | Hendrix | BM-24A | 15 | 15 | | No bid | | | \$92.74 | \$1,391.10 | 4-6 wks | No bid | | No bid | | |
| 606 | Anti Sway Brackets | Hendrix | BAS-24F | 15 | 15 | | No bid | | | \$19.87 | \$298.05 | 4-6 wks | No bid | | No bid | | |
| 607 | Tangent Bracket Stirrup | Hendrix | TS-1 | 15 | 15 | | No bid | | | \$11.45 | \$171.75 | 4-6 wks | No bid | | No bid | | |
| 608 | Heavy Duty Thimble Clevis | Hendrix | HDTC | 10 | 10 | | No bid | | | \$23.48 | \$234.80 | 4-6 wks | No bid | | No bid | | |
| 609 | Conductor Dead-end Grip | Hendrix | ND-0127 | 10 | 10 | | No bid | | | \$74.60 | \$746.00 | 4-6 wks | No bid | | No bid | | |
| 610 | Messenger Dead-end Grip | Hendrix | MG-4179 | 4 | 4 | | No bid | | | \$115.32 | \$461.28 | 4-6 wks | No bid | | No bid | | |
| 611 | Polyethylene Pin Type Insulators | Hendrix | HPI-35 | 10 | 10 | | No bid | | | \$17.09 | \$170.90 | 4-6 wks | No bid | | No bid | | |
| 620 | 477 ACSR 4015 foot reels | | Pelican | 7 | 28105 | | \$0.899 | \$25,254.14 | 8-10 wks | | | | No bid | | \$0.755 | \$21,219.28 | 6-7 wks |
| 621 | 4/0 ACSR 6080 foot Reels | | Penguin | 4 | 24320 | | \$0.411 | \$10,001.14 | f stock | | | | No bid | | \$0.399 | \$9,703.68 | 6-7 wks |
| 622 | #2 AWA | | | 252 | 1 | 1000 | No bid | | | \$0.69 | \$690.00 | 4-6 wks | No bid | | No Bid | | |
| | | | | | | | Net Hendrix | | | | \$38,048.18 | | | | | | |
| | | | | | | | Tax Hendrix | | | | \$3,158.00 | | | | | | |
| | | | | | | | Total Hendrix | | | | \$41,206.18 | | | | | | |
| | | | | | | | Net | \$35,255.28 | | | | | | | | \$30,922.96 | |
| | | | | | | | Tax | \$2,926.19 | | | | | | | | \$2,566.61 | |
| | | | | | | | Total | \$38,181.47 | | | | | | | | \$33,489.56 | |

City of Garden City
Electric Department

| Wesco | | Lead time | Stanion | | Lead time |
|--------|-------------|-----------|----------|-------------|-----------|
| | | | | | |
| | | | \$3.37 | \$25,275.00 | 4-6 wks |
| | | | \$2.55 | \$6,375.00 | 4-6 wks |
| | | | \$41.32 | \$2,892.40 | 4-6 wks |
| | | | \$0.00 | | 4-6 wks |
| | | | \$94.63 | \$1,419.45 | 4-6 wks |
| | | | \$20.28 | \$304.20 | 4-6 wks |
| | | | \$12.33 | \$184.95 | 4-6 wks |
| | | | \$25.29 | \$252.90 | 4-6 wks |
| | | | \$78.61 | \$786.10 | 4-6 wks |
| | | | \$121.50 | \$486.00 | 4-6 wks |
| | | | \$18.95 | \$189.50 | 4-6 wks |
| | | | | | |
| \$0.88 | \$24,732.40 | Stock | \$0.8487 | \$23,851.31 | 8-10 wks |
| \$0.47 | \$11,430.40 | Stock | \$0.4166 | \$10,130.50 | 8-10 wks |
| | | | \$0.701 | \$701.00 | 4-6 wks |
| | | | | \$38,165.50 | |
| | | | | \$3,167.74 | |
| | | | | \$41,333.24 | |
| | \$36,162.80 | | | \$33,981.80 | |
| | \$3,001.51 | | | \$2,820.49 | |
| | \$39,164.31 | | | \$36,802.29 | |

Other Entities Minutes

**Garden City Recreation Commission
Minutes
Monday, June 24, 2013**

I. Call Meeting to Order

Chairperson Maria Hardwick called the meeting to order at 5:17 p.m. GCRC Board Members present were Marcus Ramos and Anna Urrutia. GCRC Staff present were Superintendent John Washington, Assistant Superintendent Donna Gerstner and Finance Director Terri Hahn. Recreation Specialist Joan Scherman arrived at 5:30pm.

II. Approval of Agenda

John would like to add to the agenda under Superintendent Reports, Review Letter from Grisell law office and to add Executive Session as VII. and VIII has Adjournment. Motion from Anna Urrutia to approve the amended agenda. The motion was seconded by Marcus Ramos. Motion carried with all in favor.

III. Consent Agenda

The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.

- **Minutes of Regular Meeting for May 2013**
- **Financial Reports for May 2013**
- **Staff Reports**
- **Participation Reports May 2013**

Motion by Anna Urrutia to approve the consent agenda, seconded by Marcus Ramos. Motion carried with all in favor.

IV. Superintendent Reports

- **2013 SWKR Golf Tournament (August 16, 2013 @ 9am)** – Reminder about the 2014 SWKR Gold Tournament on August 16, 2013 @ 9am. Please get with John if you would like to play.
- **Relocation of the Maintenance Division** – The GCCC is asking the Garden City Recreation Commission Maintenance Department to move. The college would also like to use the maintenance building for hosting teams. Which the college would have to buy from the GCREC or find a place for the maintenance shop. John is also working with the City of Garden City on different locations like 712 Fulton Street building which is up for sale, move the metal building in back of the American Legion building and use it. John will get back with the Board on this matter.
- **Thank you letter from Marcia Baird** – A copy of a thank you letter that Marcia Baird, Maintenance Custodial, wrote thanking the Board for the purchases of the 2009 and 2002 Ford Vans.
- **Concealed Carry Law and Public Facilities** – John informed the Board that the concealed carry law signs will stay.
- **CDRR Grant** – Donna informed the Board that the CDRR Grant received \$40,771.00.
- **Review letter from Grisell Law Office** – Randy Grisell sent an email on the operating agreement on the water park, there is a ten (10) year limitation on a term for a lease for real or personal property.
-

V. New Business

1. **Employee Insurance (Blue Cross Blue Shield of Kansas) Employee Contributions.** – Donna was checking on health/dental insurance quotes from various companies, which Blue Cross Blue Shield of Kansas was still the cheaper one.
2. **Designation of July as Park and Recreation Month (Recreation Specialist Joan Scherman),** - Recreation Specialist Joan Scherman is requesting the GCREC Board to approve July as Park and Recreation Month. She is also sending out wooden nickels to the volunteers with the GCREC for a \$1 off any program with the Rec.
3. **Liga Latinoamericana de Fut Bol (Soccer) de Garden City, Ks (Sports Director Jared Rutti).** – Sports Director Jared Rutti received a letter from Rene Reyes concerning adult soccer renting soccer fields. They were complaining about fields not ready, which they were on the wrong field. Cancellation of the game and not getting back their deposit, which is stated in the contract that if a reservation is cancelled for any reason prior to its beginning by the renter, fees will be refunded but deposits will be retained. And also they want to be classified as a recreational team and not have to pay rental fees for the fields.
4. **Approval of Lease with Kansas State Bank of Manhattan for 2009 and 2002 Ford Vans for \$18,500.** – Donna had called the Board Members with verbal approval on June 6, 2013. The lease is a three (3) year lease at 3.460% interest rate. Motion by Anna Urrutia to approve the lease with Kansas State Bank of Manhattan for the 2009 and 2002 Ford Vans for \$18,500, seconded by Marcus Ramos. Motion carried with all in favor.
5. **Options for relocating the GCREC Maintenance Division from North of the GCCC Track & Field/Football Project.** –
6. **Approval of items going to City Auction.** – Donna called the Board Members for a verbal approval on June 6, 2013 for approval of items going to the city auction. The list is: 1994 Ford Van, 1991 Chevy Van, 2 expresso bikes, 3 point sprayer and craftsman air compressor 5.5 hp, 30 gallon. Motion by Marcus Ramos to approve the following items to be placed in the City Auction, seconded by Anna Urrutia. The motion was carried with all in favor.

VI. Old Business

1. **2014 Budget Review and Approval** – Motion by Anna Urrutia to approve the 2014 Budget, seconded by Marcus Ramos. Motion carried with all in favor.

Garden City Recreation Commission Questions and Comments

- VII. Executive Session** – Recreation Board will go into executive session at ____pm for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at ____.

Motion by Anna Urrutia to go into executive session for twenty (20) minutes for the purpose of discussing personnel and/or real property. Motion was seconded by Marcus Ramos. Motion carried with all in favor.

Went into executive session at 5:37 pm.

Out of executive session at 5:55pm.

No Action Taken.

VIII. Adjournment

Motion by Marcus Ramos to adjourn the meeting. Seconded by Anna Urrutia. The meeting adjourned at 6:35pm.

Terri Hahn
Secretary

Approved 07/29/2013

**Garden City Recreation Commission
Minutes
Monday, July 15, 2013**

I. Call Meeting to Order

Chairperson Maria Hardwick called the meeting to order at 12:06pm. GCRC Board Members present were David DuVall, Anna Urrutia and Marcus Ramos. GCRC Staff present were Superintendent John Washington, Assistant Superintendent Donna Gerstner and Finance Director Terri Hahn.

II. Approval of Agenda

Motion by David DuVall to approve the agenda, seconded by Anna Urrutia. Motion carried with all in favor.

III. New Business

➤ **2014 Budget Hearing**

2014 Budget Hearing opened at 12:08pm. No public present.

Motion to approve the 2014 Budget Hearing by Anna Urrutia. The motion was seconded by Marcus Ramos. Motion carried with all in favor.

The 2014 Budget Hearing closed at 12:16pm.

➤ **Executive Session – Recreation Board will go into executive session at 12:30pm, for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at 12:45pm.**

John Washington asked to go into executive session to discuss personnel for forty (40) minutes. Motion by David DuVall to go into executive session for forty (40) minutes to discuss personnel, seconded by Marcus Ramos. Motion carried with all in favor.

Went into executive session at 12:18pm.

Out of executive session at 12:54pm.

No Action Taken.

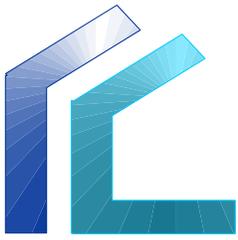
Garden City Recreation Commission Questions and Comments

IV. Adjournment

Motion by David DuVall to adjourn the meeting, seconded by Anna Urrutia. The meeting adjourned at 12:55pm.

Terri Hahn
Secretary

Approved July 29, 2013



Garden City Recreation

310 N. 6th, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: grec@garden-city.org

REVISED AGENDA

Regular Meeting

Monday – July 29, 2013, 5:15pm

Garden City Recreation Commission, 310 N 6th St

-
- I. Call Meeting to Order
 - II. Approval of Agenda
 - III. Consent Agenda
The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.
 - Regular Meeting Monday, June 24, 2013.
 - Special Meeting Monday, July 15, 2013.
 - Financial Reports for June 2013
 - Staff Reports
 - Participation Reports June 2013
 - IV. Superintendents Report
 - SWKR Golf Tournament – August 16, 2013 @ 9am
 - Tangeman Sports Complex PA Booths Completion.
 - Visit to the Water Zoo in Clinton, Oklahoma,
 - Clint Lightner Stadium Master Plan – New Lights, Dugouts and Artificial Turf.
 - Regional Tournament
 - V. New Business
 1. John is seeking reimbursement for the purchases of supplies during the Babe Ruth Tournaments in the amount of \$220.54 on 07/16/2013.
 2. Discussion on De Minimis Fringe Benefits and a restructure of our current policy.
 3. Approval for \$3,903.21 for floor scrubber purchase.
 - VI. Executive Session – Applies only if requested by Staff or a Board Member. Recreation Board will go into executive session at ____pm. for the purpose of discussing personnel or real property. The Recreation Board will reconvene into open session at ____pm.
Garden City Recreation Commission Questions and Comments
 - VII. Adjournment

Next Meeting

August 26, 2013 @ 5:15

Activity Center

310 N. 6th Street, Room 112

CITY OF GARDEN CITY
Traffic Advisory Committee
Meeting Agenda
Monday, August 5, 2013
5:30 p.m.

A. Call Meeting to Order:

B. Members Present:

C. Members Absent:

D. Others Present:

E. Approval of Minutes:

F. Summary of Current Projects:

G. Old Business:

1. Center Street / YMCA Parking Restrictions
 - Parking permits have been delivered to the residents.
2. Downtown Parking Plan
 - A local property owner plans to renovate the area around his building at the southwest corner of 7th and Laurel, and has requested the City install diagonal parking on the west side of 7th Street south of Laurel. This area currently is set up for parallel parking.
 - Staff has included for your review, plan drawings (figure A-3 & A-4) from the Traffic Safety Study by the consultant firm of Johnson, Brickell, Mulcahy, and Associates, Inc. This study was completed in January of 1976.

- The two alternate drawings show the proposed circulation plans for the Downtown Area with some proposed parking changes. In the background, you can also see the existing parking methods.

H. New Business:

1. AmericInn Truck Parking

- Local property owner and City staff requests consideration of installing “TRUCK PARKING SIGNS” on Lareu Road.
- Attached drawing shows the location of the signs required to accommodate this request.

2. Flashing Pedestrian Crossing Lights

- Captain Reagel requests consideration of installing flashing crossing lights for Mary Street/B Street or Mary Street/C Street.
- Attached drawing shows the location of the lights/signs required to accommodate this request.

3. Traffic Movement Change at Grant Avenue and Main Street

- Citizen request to allow left turns after 5 p.m. at the intersection of Grant Avenue and Main Street.
- Citizen felt this movement could be completed safely after 5 p.m. when the traffic volume decreases.
- Attached drawing shows the current configuration of the intersection.

4. Installing 30 MPH speed limit signs on Maple Street

- Citizen request to install speed limit signs on Maple Street due to high speeds.
- Included for your review are the speed study and accident report numbers.
- The attached drawing shows the location of the proposed signs required to accommodate this request.

5. Changing speed limit from 20 MPH to 30 MPH on Fulton Street

- Traffic Advisory Board request to change the speed limit between 8th Street and 7th Street on Fulton Street from 20 MPH to 30 MPH.
- 217 different traffic stops in the past three years.
- Included for your review is the speed study.
- Attached drawing shows the location of the proposed signs required to accommodate this request.

6. Proposed Pavement Marking Plan for the Downtown Area

- Staff has requested changing the pavement marking configuration from 4-lanes to 3-lanes with center turning lane.
- Angle parking would change from a 35 degree angle to a 45 degree angle.
- Attached drawing shows the proposed pavement marking configuration required to accommodate this request.

7. Installing "RESIDENT PARKING ONLY" signs on Teitelbaum Avenue

- Citizen request to install resident parking signs on Teitelbaum Avenue and Main Street.
- Property owner having difficulty finding parking at their property involving Sunday church service. Blocking her driveway is another problem involving the parking issue.
- Attached drawing shows the location of the proposed signs required to accommodate this request.

8. Installing "3-WAY" plaque signs at the intersection of Leslie Road and Lareu Street

- Included for your review, Page 51 from Manual on Uniform Traffic Control Devices (MUTCD).
- Attached pictures showing the proposed signs required to accommodate the request.
- Attached drawing shows the location of the proposed signs required to accommodate this request.

I. Other Business:

1. Open Board position
 - Jesse Arteaga, Jr.
 - Vicki Germann
2. Vote Vice-Chairperson
3. Future Issue
 - Pavement markings at Crestway Drive and Kansas Avenue.
 - Attached map showing the proposed configuration of the pavement markings.

J. Committee Member Observations:

1. Gloria Allen - Chairperson:
2. Julie Christner:
3. Ron Hall:
4. Keith Collins:
5. Sgt. Matt Cole:

K. Adjourn Meeting