

AGENDA
CITY COMMISSION SPECIAL MEETING
Tuesday, October 8, 2013
1:00 P.M.

I. SPECIAL MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.

A. Governing Body consideration and approval to adopt a resolution and authorize the execution of the Note Purchase Agreement.

1. Resolution No. _____-2013, a resolution authorizing issuance of Temporary Improvement Notes, Series C, 2013 in the principal amount of \$9,340,000 of the City of Garden City, Kansas, for the temporary financing of a portion of the costs of acquiring and constructing certain improvements in the city and establishing the terms and conditions of the temporary improvement notes.

2. Note Purchase Agreement.

B. Governing Body consideration and approval of the final plat of the Samy Addition.

II. ADJOURN.

Note: Immediately following the Special Meeting the Garden City Area Chamber of Commerce will be hosting in the City Commission Chambers a presentation on the Affordable Care Act. This is not part of this meeting's agenda, but it is open to the public.

TRIPLETT, WOOLF & GARRETSON, LLC

RESOLUTION NO. ____-2013

OF

THE

CITY OF GARDEN CITY, KANSAS

OCTOBER 8, 2013

RESOLUTION NO. ____-2013

A RESOLUTION AUTHORIZING ISSUANCE OF TEMPORARY IMPROVEMENT NOTES, SERIES C, 2013 IN THE PRINCIPAL AMOUNT OF \$9,340,000 OF THE CITY OF GARDEN CITY, KANSAS, FOR THE TEMPORARY FINANCING OF A PORTION OF THE COSTS OF ACQUIRING AND CONSTRUCTING CERTAIN IMPROVEMENTS IN THE CITY AND ESTABLISHING THE TERMS AND CONDITIONS OF THE TEMPORARY IMPROVEMENT NOTES.

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), under the authority of K.S.A. 12-1770 *et seq.*, as amended and supplemented (the "Act"), has adopted Ordinance No. 2544-2012 on April 17, 2012, establishing the 2012 Redevelopment District, which includes two project areas, designated Phase 1 and Phase 2 as described therein (the "Redevelopment District"); and

WHEREAS, pursuant to the Act, the City is authorized to approve redevelopment project plans for the acquisition, purchase, construction, and installation of certain improvements within the Redevelopment District and to issue full faith and credit tax increment bonds for the purpose of paying the cost of such improvements; and

WHEREAS, pursuant to the Act, Ordinance No. 2552-2012 adopted on May 1, 2012, and other required proceedings, the City adopted a Phase 1 Redevelopment Project Plan for the Redevelopment District; and

WHEREAS, pursuant to the Act and Resolution No. 2533-2013 adopted on July 2, 2013, the City called a public hearing on a Phase 2 Redevelopment Project Plan for the Redevelopment District (the "Phase 2 Project Plan") and to finance the costs of the same by issuance of full faith and credit tax increment bonds; and

WHEREAS, a public hearing was held on August 6, 2013, after due notice in accordance with the provisions of the Act, specifically including delivery of copies of Resolution No. 2533-2013 and the Phase 2 Project Plan to owners or occupants of land in the redevelopment district, the Board of County Commissioners of Finney County, the Board of Education of United School District No. 457 and the Board of Trustees of Garden City Community College; and

WHEREAS, after conducting the public hearing the governing body of the City passed Ordinance No. 2611-2013 adopting the Phase 2 Project Plan and determining that the improvements described in the Project Plan (the "Project") should be financed by the issuance of full faith and credit bonds in the amount of approximately \$9,000,000; and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds as funds are needed for orderly construction of the Project; and

WHEREAS, the governing body of the City finds it necessary to provide for the issuance of temporary notes of the City pursuant to the Act for the purpose of financing the costs of the Project during construction and to specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. The City's Temporary Improvement Notes, Series C, 2013 in the principal amount of \$9,340,000 (the "Notes") are authorized and directed to be issued.

The Notes shall be general obligations of the City payable as to both principal and interest from the proceeds of the City's general obligation bonds issued to permanently finance the Project, from tax increments allocated to and paid into a special fund of the City under the Act, from other revenues of the City lawfully available for such purposes, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms.

The governing body covenants to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds of the City for the Project, and applying the proceeds of such bonds together with any tax increment or other current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be issued in the principal amount of \$9,340,000, designated "City of Garden City, Kansas, Temporary Improvement Notes, Series C, 2013", dated October 1, 2013 (the "Dated Date"), and shall mature October 1, 2015 (the "Maturity Date") or on an earlier date if the City elects to prepay the Notes, as authorized by this Resolution ("Redemption Date").

Subject to the book-entry provisions of Section 4 of this Resolution, if applicable, the Notes shall be fully registered certificated securities, numbered as the Note Registrar determines, and issued in the denomination of \$5,000 or integral multiples thereof. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of interest of 0.943% per annum, with such interest to be payable semi-annually on March 15 and September 15 commencing March 15, 2014 (the "Interest Payment Dates"), or otherwise payable upon the Redemption Date of the Notes, as the case may be.

Interest shall be paid in lawful money of the United States of America, by check or draft of the Paying Agent (designated in this Resolution), addressed to the Owners of the Notes as shown on the Registration Books (as defined below) as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"), at such other address as is furnished to the Paying Agent in writing by an Owner, or, in the case of payment to an Owner that is a

securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days before the Record Date for such interest, containing the electronic transfer instructions, including the bank address (which shall be in the United States) and appropriate routing instructions.

The principal amount of the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in Topeka, Kansas.

If an Interest Payment Date, Redemption Date or Maturity Date is on a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is not open in the normal course of its operations, then the payment of principal, premium or interest may be paid on the next succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest shall accrue for the period after such scheduled payment date.

SECTION 3. Redemption of Notes in Advance of Maturity. The Notes may be prepaid and redeemed by the City, in whole or in part, on October 1, 2014 or any time thereafter, by the payment of the principal amount called for prepayment and redemption, plus the accrued and unpaid interest on such amount to the Redemption Date. If the City elects to prepay the Notes, the City will give written notice to the Treasurer of the State of Kansas and the Paying Agent (defined below) not less than forty-five (45) days prior to the selected Redemption Date. The City shall also give or direct the Paying Agent to give written notice of such redemption to the Owners of the Notes, with notice to the Owners to be delivered by United States first class mail not less than 30 days before the selected Redemption Date. The City shall also give such additional notice of its election to prepay the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to the extent applicable. Upon giving notice as described above and upon payment in full on the Redemption Date of the principal amount of and all accrued and unpaid interest to such date, interest of the Notes or portion of the Notes redeemed shall cease to accrue from and after the Redemption Date and the Notes (or portion of the Notes) shall no longer be entitled to the protection, benefits and security of this Resolution.

The Notes shall be redeemed in the principal amount of \$5,000 or any integral multiple thereof. If less than all of the Notes outstanding are to be redeemed and prepaid, then Notes of less than a full maturity shall be selected by lot in units of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of value represented by any Note is to be prepaid and redeemed, then upon receiving notice, the Owner of the Note or the Owner's authorized agent shall present the Note to the Note Registrar (as defined by this Resolution) for payment of the principal of and interest on \$5,000 units to be prepaid, and for exchange, without charge to the Owner for a new Note in the principal amount of the unredeemed portion of the Note.

Notwithstanding the preceding paragraph, in the event of a partial redemption of the Notes, an Owner of the Notes that is a securities depository, may, at its option, in lieu of surrendering the Note, make an appropriate notation on the Note certificate indicating the date

and amounts of the prepaid principal amount of the Notes, except for the Maturity Date of the Notes, when the Note certificates shall be presented to the City before payment.

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement, Optional Registration as Book-Entry Securities. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the “Paying Agent” or “Note Registrar”). The duties of the Note Registrar and Paying Agent for the Notes are contained in an “Agreement between Issuer and Agent”, dated as of October 1, 2013 for the Notes (collectively, the “Agreement”). The Agreement is hereby approved and accepted by the governing body on behalf of the City and the Mayor and City Clerk are hereby authorized to execute and deliver the Agreement. The Agreement is incorporated here by this reference.

If elected by the Original Purchaser of the Notes, the Notes shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Notes as authorized by this Resolution. Notwithstanding anything in this Resolution to the contrary, so long as the Notes remain in book-entry-only form the manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the provisions of this Section and a Letter of Representations (the “Letter of Representations”) from the City to DTC, previously executed and delivered on behalf of the City.

If the Notes are issued in book-entry form, one certificate registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Notes will be delivered to DTC in New York, New York; and such certificate will be immobilized in its custody. Purchases of the Notes in denominations authorized by this Resolution must be made by or through Direct Participants of DTC (as defined in the Letter of Representation), which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to Beneficial Owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event (a) the City determines (i) that DTC is unable to properly discharge its responsibilities, or (ii) that DTC is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any Notes being issued to any owner other than Cede & Co. is no longer in the bests interest of the Beneficial Owners of the

Notes; or (b) the Note Registrar receives written notice from Participants having interest in not less than 50% of the Notes outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Registered Owner other than Cede & Co., is no longer in the bests interest of the Beneficial Owners of the Notes, then the Note Registrar shall notify the registered owners of such determination or such notice, and the Note Registrar shall register in the name of and authenticate and deliver replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption (“Replacement Notes”); provided, that in the case of a determination under (a)(i) or (a)(ii) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the provisions hereof to effect book-entry transfers. If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

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

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

While the Notes are in book-entry form the Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Notes; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners.

In the event that the Notes should be issued and delivered in certificated form at closing or at any time after the initial delivery of the Notes, the Paying Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City; and the Paying Agent will make

payment for the Notes directly to the registered owners of the Notes as shown by said Registration Books as provided by this Resolution and the Agreement.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall also recite that they are issued for the purpose of temporarily financing the costs of constructing the Project under the Act, and that they are subject to redemption prior to maturity under the terms of this Resolution. The City's Bond Counsel, Triplett, Woolf & Garretson, LLC, is authorized and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, and subject to the requirements of Section 4 if applicable, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books;") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner of the Notes for all purposes. Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are described by the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the Agreement shall be valid obligations of the City, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits of this Resolution to the same extent as the certificated Note surrendered.

SECTION 7. Execution of the Notes. The Notes shall be executed by the manual or facsimile signature of the Mayor, shall have the City's official seal printed or impressed thereon, and shall be attested by the manual or facsimile signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the State Treasurer, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. In case any officer of the City or of the State whose signature appears on the Notes ceases to be such officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery of the Notes.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication on the Note is duly executed by the Note Registrar and a properly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note is deemed properly executed by the Note Registrar when manually signed by an authorized

officer or signatory of the Note Registrar and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 8. Payment of Costs. The City shall apply a portion of the proceeds of the Notes to pay all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 9. Creation of Funds and Accounts, Disposition of Proceeds. The following funds and accounts are created by the City in connection with the Notes:

(A) Project Fund (the “Project Fund”); and

(B) Series C, 2013 Principal and Interest Account (the “Series C, 2013 Notes Principal and Interest Account”).

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by this Section 9, and shall be applied as follows:

(A) Accrued interest on the Notes and premium, if any, shall be deposited in the Series C, 2013 Notes Principal and Interest Account; and

(B) \$9,340,000 of the proceeds of the Notes shall be deposited in the Project Fund.

The Project Fund and Series C, 2013 Notes Principal and Interest Account shall be administered and maintained solely for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes.

Principal and Interest Account. Amounts deposited in the Series C, 2013 Notes Principal and Interest Account and shall be applied to the payment of principal of, or interest on the Notes as the same may become due, on the Interest Payment Dates, Maturity Date or upon an earlier Redemption Date. The Series C, 2013 Notes Principal and Interest Account may be created as a sub-account of the City’s Bond and Interest Fund. Any moneys or investments remaining in the Series C, 2013 Notes Principal and Interest Account after retirement of the indebtedness represented by the Notes shall be transferred to the City’s Bond and Interest Fund.

Project Fund. Moneys in the Project Fund shall be used to pay the costs associated with constructing the Project, costs of issuing the Notes or any general obligation bonds issued to retire the Notes, and to pay interest on the Notes. Any moneys remaining in the Project Fund after completion of the Project shall be deposited in the Series C, 2013 Notes Principal and Interest Account and applied to pay principal of or interest on the Notes.

Moneys held in the funds and accounts created by this Resolution may be invested by the City in investments permitted by State law, in amounts and maturing at times that reasonably provide for moneys to be available when required in such funds or accounts. All interest earnings on such investment shall accrue to and become part of the fund or account.

SECTION 10. Delivery of Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form directed by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement, and to cause the registration and countersignature of the Notes, as required by this Resolution. The Notes have been sold as follows: \$6,340,000 principal amount of the Notes to Commerce Bank, N.A., Garden City, Kansas acting through its affiliate Clayton Holdings, LLC, St. Louis, Missouri and \$3,000,000 principal amount of the Notes to First National Bank, Hutchinson, Kansas. The two banks described in the preceding sentence are referred to collectively herein as the “Original Purchaser”. The Notes and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

SECTION 11. Sale of the Notes; Note Purchase Agreement. The Notes shall be sold to the Original Purchaser, at a price equal to the principal amount of the Notes, plus accrued interest from the Dated Date to the date of delivery of the Notes, if any and any premium paid by the Original Purchaser

The Mayor and City Clerk are authorized to execute a Note Purchase Agreement on behalf of the City with the Original Purchaser with such Note Purchase Agreement to be in such final form as may be agreed upon by the Mayor and the Original Purchaser.

SECTION 12. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution and the Notes, and all of the covenants and agreements of the City contained herein, shall constitute a contract between the City and the holders of the Notes (the “Owner”), and the Owner shall have the right:

- (A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution, the Notes or by the Constitution and laws of the State of Kansas as related to the Notes,
- (B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and
- (C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured by this Resolution shall have no right in any manner to affect, disturb or prejudice the security granted and provided by this Resolution and the Notes,

or to enforce any right hereunder, except in the manner provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of the Owners of any or all of the Notes then outstanding. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay the principal of and the interest on the Notes to the Owner thereof on the Maturity Date or any Redemption Date, or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy conferred by this Resolution upon an Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given here or now or subsequently existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy, however given. No delay or omission of the Owner to exercise any right or power accruing under this Resolution shall be construed as acquiescence in default, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision, or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 16) or future applicable Federal laws concerning tax-exempt obligations like the Notes. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City, consented to by 100% of the Owners as evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, which is filed with the City Clerk. The following modifications and amendments shall require written consent of 100% of the Owners:

(A) Extension of the Maturity of any payment of principal or interest due on the Notes, or

(B) A reduction in the amount which the City is required to pay by way of principal or interest on the Notes.

Amendments or modifications of the Notes not described in the preceding paragraph may be made by the City with the written consent of the Owners of not less than two-thirds of the principal amount of the Notes then outstanding.

Any and all amendments or modifications described by this Section shall be effective upon adoption of a resolution of the City authorizing such amendment or modifications. It shall

not be necessary to note on any outstanding Notes a reference to such modification or amendment. A certified copy of any such resolution shall be filed with the City Clerk and made available for inspection by the Owners or any prospective purchaser of a Note.

SECTION 15. Tax Covenants. The governing body of the City hereby covenants that so long as the Notes remain outstanding and unpaid, it will not use the Note proceeds in a manner which, if such use had been reasonably expected on the date of the Notes were issued and delivered, would cause Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”). The City will comply with all applicable requirements of Section 148 of the Code and rules and regulations of the United States Treasury Department issued thereunder for so long as the Notes remain outstanding and unpaid. The governing body hereby further covenants to take all such action in its power as may be required from time to time in order to assure that interest on the Notes remains excluded from gross income for purposes of federal income taxation, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department.

SECTION 16. Continuing Disclosure; Official Statement. The City ratifies and confirms its earlier approval of the form and content of the Preliminary Official Statement describing the Notes and dated May 1, 2012. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as described in Securities and Exchange Commission Rule 15c2-12 (the “Rule”). The City approves the form and content of any addenda, supplement, or amendment of the Preliminary Official Statement used to prepare the final Official Statement. The final Official Statement is “deemed final” by the City in accord with the Rule. The use of the final Official Statement in reoffering the Notes by the Original Purchaser is approved and authorized and the Mayor or City Clerk are authorized to execute a certificate regarding the adequacy and accuracy of the information contained in the Preliminary Official Statement and the final Official Statement. The City covenants and agrees to provide continuing disclosure with respect to the Notes as required by the Rule and as set forth in the Continuing Disclosure Undertaking presented with this Resolution.

SECTION 17. Other Documents. The Mayor and City Clerk are authorized and directed to prepare and execute any and all supporting documents and certificates required for the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings evidencing issuance of the Notes without further action by the governing body.

SECTION 18. Further Authority. The City and its officers, agents and employees are authorized and directed to take such actions, expend moneys and execute other documents, certificates and instruments as are necessary or desirable to comply with this Resolution or carry out and give effect to its purposes.

SECTION 19. Severability. If any provision of this Resolution is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case or in any jurisdiction or jurisdictions, such circumstances shall not render the provision in question inoperative or

unenforceable in any other case or circumstance, nor render any other provision or provisions herein invalid, inoperative or unenforceable.

SECTION 20. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on October 8, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

Dated as of October 1, 2013
Executed for delivery on October 8, 2013

NOTE PURCHASE AGREEMENT

CITY OF GARDEN CITY, KANSAS
301 N. 8th
Garden City, Kansas 67846

Ladies and Gentlemen:

Clayton Holdings, LLC, Kansas City, Missouri and First National Bank, Hutchinson, Kansas (collectively, the “Original Purchaser”) hereby offer to enter into this Note Purchase Agreement, executed and delivered the date set forth above, with the governing body of the City of Garden City, Kansas (the “Issuer”), with respect to the purchase by the Original Purchaser from the Issuer of \$9,340,000 aggregate principal amount of the Issuer’s Temporary Improvement Notes, Series C, 2013, dated October 1, 2013 (the “Notes”). The principal amount of the Notes which shall be purchased by the individual purchasers is as follows:

Purchaser	Principal Amount Purchased
Clayton Holdings, LLC, Kansas City, Missouri	\$6,340,000
First National Bank, Hutchinson, Kansas	\$3,000,000

This offer is made subject to your acceptance hereof and, upon such acceptance; this Note Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Original Purchaser.

The Notes are being issued for the purpose of providing financing for certain internal improvements in the City, the acquisition and improvement of land for commercial development pursuant to K.S.A. 12-1770 et seq., capitalized interest, and to pay the costs of issuance of the Notes.

The Notes shall be issued pursuant to a resolution adopted by the Issuer on October 8, 2013 (the “Resolution”).

An Official Statement (the “Official Statement”) setting forth information relating to the terms of the offering of the Notes, and describing the Notes, the Resolution, the Issuer, the Project and certain other matters has been prepared for use in connection with the sale and distribution of the Notes.

The Issuer hereby confirms the authorization to use the Official Statement and the information contained therein, insofar as it pertains to the Issuer, in connection with the sale and distribution of the Notes to the Original Purchaser.

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby represents and warrants to the Original Purchaser:

(A) The Issuer is a duly organized and existing municipality of the State of Kansas. The Issuer has, to the best of its knowledge and belief, in all pertinent respects, complied with the Constitution and laws of the State of Kansas, has full legal right, power and authority to enter into this Note Purchase Agreement, and has authorized the issuance, sale and delivery of the Notes and the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated hereby.

(B) The adoption of the Resolution and the execution and delivery of this Note Purchase Agreement and the Notes, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(C) To the Issuer's knowledge, there is no action, suit, proceedings, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Resolution, this Note Purchase Agreement or by the Official Statement, or which, in any way, would adversely affect the validity or enforceability of the Notes, the Resolution, this Note Purchase Agreement, or any agreement or instrument to which the Issuer is a party, used or contemplated for use in the consummation of the transactions contemplated by this Note Purchase Agreement, the Resolution or by the Official Statement.

(D) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Original Purchaser shall be deemed a representation by the Issuer to the Original Purchaser as to the truth of the statements therein made.

(E) The Issuer hereby deems the Official Statement, to the extent it contains statements and information relating to the Issuer, to be final as of its date with the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended and in effect ("Rule 15c2-12").

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE NOTES; REPRESENTATIONS OF ORIGINAL PURCHASER AND ISSUER

On the basis of the representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, at the closing time stated below (the “Closing Time”), the Issuer agrees to sell to the Original Purchaser, and the Original Purchaser agrees to purchase from the Issuer, the Notes at an aggregate purchase price of \$9,340,000, plus accrued interest from the dated date of the Notes to the date of payment and delivery, if any, allocated as follows:

Purchaser	Principal Amount Purchased
Clayton Holdings, LLC, Kansas City, Missouri	\$6,340,000
First National Bank, Hutchinson, Kansas	\$3,000,000

The Notes shall mature, shall bear interest at the rate and have the terms as set forth in Schedule I to this Note Purchase Agreement. Payment for the Notes shall be made in immediately available funds by wire transferred Federal Reserve funds, payable to the order of the Issuer against the delivery of the Notes in definitive form at the Closing Time, at Garden City, Kansas, or at such other place as may be agreed to by the Original Purchaser and the Issuer. The Closing Time for the Notes shall be 9:00 o’clock a.m., on Tuesday, October 22, 2013, or at such other time and on such other date as may be agreed to by the Original Purchaser and the Issuer. The Notes shall be made available for final delivery to the Original Purchaser by physical delivery of certificates as determined by the Issuer and the Original Purchaser. The Issuer shall pay all costs of issuing the Notes at the Closing Time or as the same may become due in accordance with their terms from funds deposited in the accounts created by the Resolution.

The Original Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluation investment merit and risks associated with its purchase of the Notes. The Original Purchaser has been furnished and has reviewed the provisions of the Official Statement and Note Resolution relating to the authorization and security for payment of the Notes. Prior to the execution hereof, the Original Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Notes and of the Note Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Notes. On the basis of such information materials and the Original Purchaser’s investigation, the Original Purchaser has made the decision to purchase the Notes and has not relied upon any other representations of the Issuer or any of its officers or employees with respect to the Notes

The Original Purchaser is purchasing the Notes as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the 1933 Securities and Exchange Act. The Original Purchaser acknowledges that the Notes will not be registered under the 1933 Act or any applicable state securities law.

The Issuer acknowledges and agrees that: (i) the primary role of the Original Purchaser is to purchase the Notes in an arms-length commercial transaction between the Issuer and the Original Purchaser, (ii) the Original Purchaser has financial and other interests that differ from those of the

Issuer, (iii) the Original Purchaser is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated herein and the discussions, undertakings and proceedings in connection therewith (irrespective of whether the Original Purchaser has provided advice concerning the structure, timing, terms and other similar matters concerning the Notes or other services, or is currently providing other services to the Issuer on other matters), (iv) the only obligations the Original Purchaser has to the Issuer with respect to the transaction contemplated herein are expressly set forth in this Agreement, and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

SECTION 3. CONDITIONS OF THE ORIGINAL PURCHASER'S OBLIGATIONS

The obligation of the Original Purchaser to purchase and pay for the Notes will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the accuracy of the statements of the Issuer made pursuant to the provisions hereof, to the performance by the Issuer of its obligations hereunder and to the following additional conditions precedent:

(A) The Original Purchaser shall not have advised the Issuer that the Official Statement, or any amendment or supplement thereto, contains an untrue statement of fact which, in the opinion of the Original Purchaser, is material, or omits to state a fact which, in the opinion of the Original Purchaser, is necessary to make the statements therein not materially misleading.

(B) The Resolution delivered to the Original Purchaser by the Issuer shall have been duly approved and executed by the appropriate officials of the Issuer, and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Original Purchaser, and there shall be in full force and effect such other resolutions and ordinances of such parties as in the opinion of Bond Counsel shall be necessary and appropriate in connection with the issuance of the Notes and with the transactions contemplated thereby.

(C) At the Closing Time, the Original Purchaser shall receive in form and substance satisfactory to it:

(1) The approving opinion of Bond Counsel;

(2) A certificate or certificates, in form and substance satisfactory to the Original Purchaser, of an authorized officer(s) of the Issuer, dated the date of closing, to the effect that:

(a) each of the representations and warranties of the Issuer as set forth in Section 1 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Note Purchase Agreement, to be complied with at or prior to the Closing Time, has been complied with as of such time,

(b) no litigation is pending, or to the knowledge of the signer(s) of such certificate or certificates, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Notes, or in any way contesting or affecting any authority for or the validity of the Notes, the Resolution or this Note Purchase Agreement or the creation and existence or the powers of the Issuer, and that none of the proceedings or authority for the issuance of the Notes has been repealed, revoked or rescinded,

(c) the signer(s) of such certificate or certificates has carefully examined the Official Statement and, insofar as the signer(s) is aware, after reasonable investigation, neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact necessary to make the statements therein not misleading,

(d) insofar as the signer(s) of such certificate or certificates is aware, after reasonable investigation, since the date of this Note Purchase Agreement, no event has occurred which should have been set forth in an amendment or supplement to the Official Statement which has not been set forth in such an amendment or supplement, and

(e) insofar as the signer(s) of such certificate or certificates is aware, after reasonable investigation, since the date of this Note Purchase Agreement, there has been no material adverse change in the property or financial position of the Issuer except as set forth in or contemplated by the Official Statement;

(5) A copy of the Resolution;

(6) Such additional certificates, opinions, or documents as Bond Counsel or the Original Purchaser may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

(D) Subsequent to the Issuer's acceptance of this Note Purchase Agreement:

(1) There shall have not occurred any change, or any development involving a prospective change in or affecting particularly the business or properties of the Issuer, which, in the judgment of the Original Purchaser, materially impairs the investment quality of the Notes, or

(2) The market price of the Notes or the market price of general credit obligations issued by the United States or political subdivisions thereof, or the market price of general obligations of the character of the Notes shall (in the reasonable opinion of the Original Purchaser) not have been materially and adversely affected by reason of:

(a) legislation enacted by the Congress, or recommended to the Congress for passage by the President of the United States or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or

(b) a decision rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or

(c) an order, ruling or regulation made by the Treasury Department of the United States or the Internal Revenue Service, in each such case with the purpose or effect, directly or indirectly, of imposing Federal income taxation upon such interest as would be received by the owners of the Notes, or

(d) The United States shall have become engaged in an outbreak of armed hostilities which result in the declaration of a national emergency.

(3) Trading in securities generally on the New York Stock Exchange shall not have been suspended, minimum prices shall not have been established on such Exchange, nor a banking moratorium declared either by Federal or Kansas authorities, or

(4) No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced nor shall any legislation have been enacted by the Congress, with the purpose or effect of prohibiting the issuing, offering or sale of the Notes as contemplated hereby or by the Official Statement.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Original Purchaser contained in this Note Purchase Agreement or if the obligations of the Original Purchaser shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the Original Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 4. DEFAULT OF THE ORIGINAL PURCHASER

If the Original Purchaser defaults in its obligation to purchase the Notes hereunder, this Note Purchase Agreement may be terminated by the Issuer without further liability on the part of the Issuer.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Issuer hereunder shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Original Purchaser and shall survive delivery of the Notes.

The Issuer will cooperate with all counsel in obtaining qualification of the Notes for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Original Purchaser designates, and will use its best efforts to continue such qualifications in effect so long as required for the distribution, provided the Issuer will not agree to subject itself to service of process in any jurisdiction in which it is not already so subject.

The Issuer will not assist in the amending or supplementing of the Official Statement insofar as it pertains to the Issuer without the Original Purchaser's consent and will advise the Original Purchaser promptly of the institution of any proceedings by any governmental agency or otherwise affecting the use of the Official Statement in connection with the sale and distribution of the Notes.

SECTION 6. PARTIES IN INTEREST

This Note Purchase Agreement has been and is made solely for the benefit of the Original Purchaser and the Issuer and their successors and assigns and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Note Purchase Agreement. The terms "successors" and assigns" shall not include any purchaser of the Notes from the Original Purchaser merely because of such purchase.

SECTION 7. NOTICE

All communications hereunder shall be in writing, and if sent to the Issuer, shall be mailed or delivered and confirmed to the address shown on the first page hereof and, if sent to the Original Purchaser, shall be mailed or delivered and confirmed to the Original Purchaser as follows:

Clayton Holdings, LLC
C/o Commerce Bank
Richard Harp
215 N. Main
Garden City, Kansas, 67846
(620) 276-5709

First National Bank
Attn: Troy Hutton
One North Main
P.O. Box 913
Hutchinson, Kansas 67504-0913
(620) 663-1521

SECTION 8. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Kansas and may not be assigned by the Issuer or the Original Purchaser.

SECTION 9. COUNTERPARTS

This Note Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

If the foregoing is in accordance with the Issuer's understanding of the agreement between the Issuer and the Original Purchaser, please sign and return to the undersigned the enclosed duplicate hereof, whereupon it will constitute a binding agreement between the Issuer and the Original Purchaser in accordance with its terms.

CLAYTON HOLDINGS, LLC
Kansas City, Missouri

By _____
David Lindsey, Vice President

If the foregoing is in accordance with the Issuer's understanding of the agreement between the Issuer and the Original Purchaser, please sign and return to the undersigned the enclosed duplicate hereof, whereupon it will constitute a binding agreement between the Issuer and the Original Purchaser in accordance with its terms.

FIRST NATIONAL BANK.
Hutchinson, Kansas

By _____
Perry E. Winter, Senior Vice President & Manager

ACCEPTED AND APPROVED on October 8, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

SCHEDULE I

\$9,340,000
CITY OF GARDEN CITY, KANSAS
TEMPORARY IMPROVEMENT NOTES
SERIES C, 2013

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
10/01/2015	\$9,340,000.00	0.943%	PAR

Interest Payment Dates

Semi-annual on March 15 and September 15, beginning March 15, 2014.

Prepayment/Optional Redemption

At the option of the Issuer the Notes may be prepaid, in whole or in part, on October 1, 2014 and on any date thereafter, by payment of the principal amount called for redemption, plus the accrued and unpaid interest thereon to the date of prepayment.



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

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: September 19, 2013
Re: GC2013-77: Plat of the Samy Addition

ISSUE: Consideration of the plat of the Samy Addition.

BACKGROUND: The Samy Addition is a replat of Lots 1 and 2 of the Stone Creek Addition to the City. It will create six (6) lots:

1. Old Chicago
2. Hotel and Waterpark
- 3-6. Commercial Building Space

The new plat also dedicates Right-of-Ways along the north property line for Stone Creek Drive, along the south property line for a proposed Street, and on the west property line for a proposed street to Spruce Street along with easements for utilities and sidewalks. The Plat will need to be amended to address the following items and:

1. The developer will be subject to all requirements of the subdivision and zoning regulations that have not been waived by the Governing Body.
2. Street names will need to be assigned for all unnamed streets on the plat.
3. The curves on the west proposed street right-of-way need to be corrected to meet city specifications as well as on the right-of-way of the proposed street to the south running east and west.
4. Show locations of sidewalk easements. The Developer is proposing unconventional sidewalks that would not necessarily parallel all public streets but would meet the intent of the code and is *requesting a waiver from the conventional sidewalks*. The City agrees to accept, at City discretion, easements to allow meandering sidewalks that meet minimum City Standards through the facility in lieu of standard sidewalks paralleling City Streets.

The following items are to clarify the responsibilities of the City and the Developer.

- a) The abandonment of existing water and electrical facilities must be coordinated with the Utilities Department as well as the installation of any new facilities to serve the re-located metal buildings and will be done at the developer's expense.
- b) **Streets:** Construction plans and specifications are subject to provisions of the Subdivision Regulations and the 2006 General Surface Improvements Handbook. The City will accept the dedication of Proposed Streets when it has been upgraded, at Developer's expense, to meet minimum City Standards.
- c) **Sidewalks:** The Developer is proposing unconventional sidewalks that would not necessarily parallel all public streets but would meet the intent of the code and is *requesting a waiver from the conventional sidewalks*. The City agrees to accept, at City discretion, easements to allow meandering sidewalks that meet minimum City Standards through the facility in lieu of standard sidewalks paralleling City Streets.



COMMUNITY
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GARDEN CITY, KS
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www.garden-city.org

- d) **Sanitary Sewer:** All waste water lines shall be constructed to service the subdivision connecting to existing waste water mains located on Lareu Road.
- e) **Water Distribution:** An 8" water line shall initially be constructed to service the subdivision connecting to an existing 8" water main on Lareu Road.
- f) **Electric:** Electric distribution system extensions are required and will include the necessary extensions of the primary electrical system including the necessary transformers to serve the facilities. All connection fees associated with the actual facilities costs shall apply and be the responsibility of the Developer/Builder.
- g) **Street Lighting:** The Developer will be responsible for providing all necessary easements for street lighting on all City ROW, if additional easements are required. The City will provide lighting materials at cost to the Developer and install the lighting. The Developer will reimburse the City for the cost of installation and materials.
- h) **Storm Water Drainage and Erosion Control:** Storm water drainage plans, an erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City Engineer. Developer shall submit a Notice of Intent (NOI) for storm water discharge associated with construction activity to KDHE and provide a copy to the City Storm Water Coordinator. Should the drainage plan require the use of the regional detention pond, improvements to the pond including fencing and enlargement shall be made at the Developer's expense.
 - i. Erosion and Sediment Control Guidelines and Specifications per Sections 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
 - ii. Post Construction Storm Water Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORM WATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*

Alternatives: The Commission may recommend:

1. Approval of the plat contingent on items 1-4 being addressed and the clarifications of items a) – h) and the Governing Body approving the waiver regarding sidewalks.
2. Against approval of the plat.

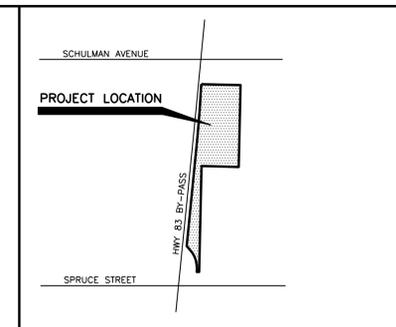
Recommendation: Staff recommends approval of the plat contingent on items 1-4 being addressed and the clarifications of items a) – h) and the Governing Body approving the waiver regarding sidewalks.

Planning Commission Recommendation: Approved.

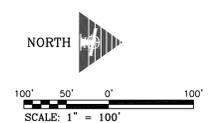
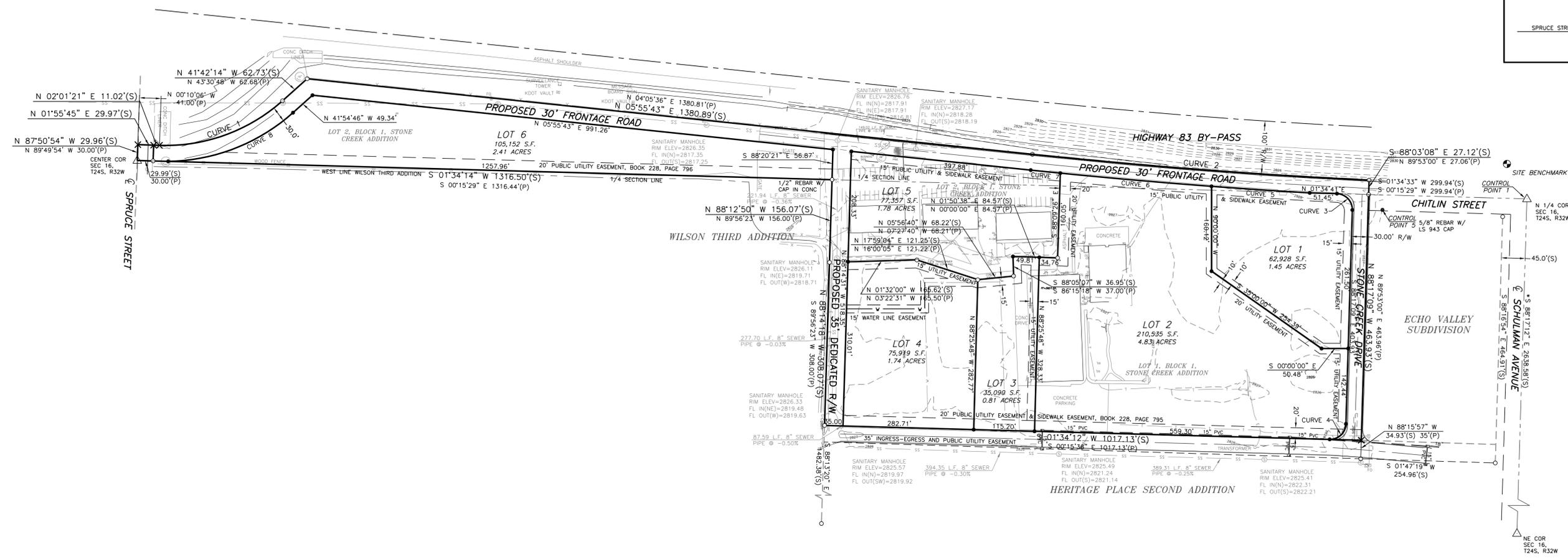
Present: 7

Yea: 7

Nay: 0



VICINITY MAP
(NOT TO SCALE)



HORIZONTAL CONTROL
 CONTROL PT. 1 ELEV.=2825.24
 N 1797478.440 E 638580.560
 1. FOUND REBAR WITH MATTHEWS LAND SURVEYING CAP
 CONTROL PT. 5 ELEV.=2826.98
 N 1797204.861 E 638601.329
 1. SET 1/2" REBAR

LEGEND

- | | |
|---------------------------------------|--|
| ○ MONUMENT FOUND | □ TELEPHONE PEDESTAL |
| △ SECTION CORNER | FO FIBER OPTIC LOCATOR MARK |
| ⊙ BENCHMARK | □ CABLE TV PEDESTAL |
| + ASSUMED BEARING | P. FENCE POST |
| (S) SURVEYED DISTANCE | RD ROOF DRAIN |
| (P) PLATTED DISTANCE | TRAFFIC SIGN |
| BOLLARD | — OE ——— OE ——— OVERHEAD ELECTRIC LINE |
| □ POWER POLE | — E ——— E ——— UNDERGROUND ELECTRIC |
| ⊥ LIGHT POLE | — T ——— T ——— UNDERGROUND TELEPHONE LINE |
| ⊥ LIGHT POLE W/ CABLE TV | — V ——— V ——— WATER LINE |
| ⊥ DEADMAN ANCHOR | — G ——— G ——— GAS LINE |
| ⊥ FIRE HYDRANT | — SS ——— SS ——— SANITARY SEWER LINE |
| WS ₂ WATER SPIGOT | — X ——— X ——— FENCE LINE |
| WV ₂ WATER VALVE | - - - - - 1' CONTOUR INTERVAL |
| FSV ₂ FIRE SPRINKLER VALVE | - - - - - 5' CONTOUR INTERVAL |
| FA FIRE ALARM | • SPOT ELEVATION |
| GM ₂ GAS METER | ☼ TREES |
| ○ SANITARY SEWER MANHOLE | |
| ○ SANITARY SEWER CLEAN-OUT | |

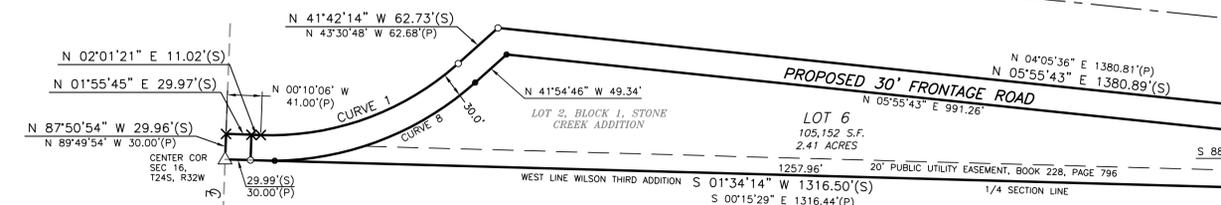
SITE BENCHMARK: CHISELED "□" ON TOP CENTER SOUTH HUBGUARD
 OF RCB UNDER SCHULMAN AT US HWY 83. ELEV=2830.02

Preliminary Plat
SAMY ADDITION
 a Replat of Lots 1 and 2, Block 1,
 Stone Creek Addition,
 City of Garden City, Finney County, Kansas



4201B Anderson Avenue, Suite 2 • Manhattan, Kansas 66503
 (785) 776-0541 FAX 776-9760 • Email: tim@smhconsultants.com
 Project # 1306DG4010 DD #91 / TDS9

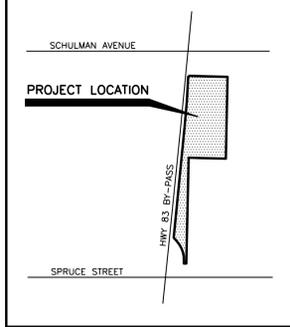
OCTOBER 2013



No.	Radius	Arc	Chord	Delta	Tangent	Bearing
1	332.90'	253.74'	247.64'	43°40'16"	133.39'	N 19°50'13" W
2	11589.15'	639.79'	639.71'	03°10'17"	319.98'	N 04°22'14" E
3	30.00'	47.20'	42.48'	90°08'10"	30.07'	N 48°38'46" E
4	30.00'	47.05'	42.37'	89°51'21"	29.92'	S 43°21'28" E
5	11589.15'	186.51'	186.50'	00°55'19"	93.25'	N 03°47'43" E
6	11589.15'	287.49'	287.48'	01°25'17"	143.75'	N 04°58'01" E
7	11589.15'	56.34'	56.34'	00°16'43"	28.17'	N 05°49'01" E
8	362.90'	259.13'	253.66'	40°54'44"	135.37'	N 21°12'59" W

BOUNDARY CLOSURE:
1/543,212

NOTES:
No gaps or overlaps exist.
There are no lines of possession that affect this survey.
Subject Tract is recorded in Book 308, Page 354 and Book 310, Page 391, Register of Deeds Office, Finney County, Kansas.



HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION

STATE OF KANSAS)
FINNEY COUNTY) SS

This plat has been reviewed and is hereby approved this _____ day of _____, 2013.

Jim Howard, Chairman

Kaleb Kentner, Secretary

THE CITY OF GARDEN CITY, KANSAS

STATE OF KANSAS)
FINNEY COUNTY) SS

These rights-of-ways and easements accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, are hereby dedicated this _____ day of _____, 2013.

ATTEST:

Don Fankhauser, Mayor

Celyn Hurtado, City Clerk

COUNTY SURVEYOR'S CERTIFICATION

This plat has been examined this _____ day of _____, 2013, for compliance with K.S.A 58-2005.

Vernon L. Cress, County Surveyor

License Number: _____ Date: _____

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
FINNEY COUNTY) SS

This is to certify that the survey and monumentation of the above described land division was made under my direction and supervision and is accurately represented on this plat.



CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
FINNEY COUNTY) SS

This instrument was filed for record on the _____ day of _____ A.D. 2013, at _____ O'clock _____ M. and duly recorded in Book _____ on Page _____.

Ulrike Lappin, Finney County Register of Deeds

DESCRIPTION:
Lots 1 and 2, Block 1, Stone Creek Addition, City of Garden City, Finney County, Kansas, containing 15.4 acres. Subject to easements and restrictions of record.

OWNER'S CONSENTS AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We 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.
O'Brate Realty L.L.C. of Finney County, Kansas

Print Name

Title

STATE OF KANSAS)
FINNEY COUNTY) SS

This consent and dedication was acknowledged before me, the undersigned officer, by _____

this _____ day of _____, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2013.

OWNER'S CONSENTS AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We 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.
Palmer/American Holding, Inc.

Print Name

Title

STATE OF KANSAS)
FINNEY COUNTY) SS

This consent and dedication was acknowledged before me, the undersigned officer, by _____

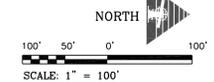
this _____ day of _____, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2013.



- LEGEND**
- MONUMENT FOUND, 1/2" REBAR WITH MLS CAP, UNLESS NOTED ON PLAT, ORIGIN: PLAT OF STONE CREEK ADDITION
 - 1/2"x24" REBAR W/CLS66 CAP SET
 - ✕ "+" CUT FOUND IN CONCRETE
 - △ SECTION CORNER
 - (P) PLATTED DISTANCE
 - (S) SURVEYED DISTANCE
 - * ASSUMED BEARING

Final Plat
SAMY ADDITION
a Replat of Lots 1 and 2, Block 1,
Stone Creek Addition,
City of Garden City, Finney County, Kansas



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