

AGENDA
CITY COMMISSION MEETING
Tuesday, February 3, 2015
1:00 P.M.

- I. No Pre-Meeting.**
- 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. Rebecca Colburn, Girls Scouts of Kansas Heartland, requests Governing Body consideration and approval to allow the Mayor to proclaim the month of February 2015 as Girl Scout Cookie Month.
 - B. Governing Body consideration and approval to allow the Mayor to proclaim the month of February as Career and Technical Education Month.
- VII. REPORT OF THE CITY MANAGER.**
 - A. Superintendent of Public Grounds Alan Geier has announced his retirement effective April 1, 2015. The news comes with happiness for Alan as he sets out to enjoy retirement, but some sadness that this concludes an important chapter in the history of Garden City. Alan Geier began his career with the City 27 years ago this month. Since then, his expertise in forestry and landscape design has transformed the public spaces in the community. Their beauty is unmatched and leaves indelible impressions in the minds of visitors. We wish Alan all the best and thank him for his service.
 - B. It is my pleasure to formally announce that Andy Liebelt will succeed Alan Geier as Superintendent of Public Grounds.
 - C. Congratulations to Buffalo Dunes Superintendent Toby Witthuhn on the occasion of having achieved Class A membership status with the Golf Course Superintendents Association of America!
 - D. An update on the progress of the emergency repairs to the swimming pool, authorized on January 20, 2015 is provided.
 - E. Staff has provided items of information for Governing Body review including the following: from Finance Director Hitz, the monthly sales tax report.
 - F. Meetings of note:

- ✓ February 2, 2015 – Dinner with LiveWell Team and Mark Fenton from 6:00 p.m. – 7:30 p.m. in the Endowment Room at GCCC
- ✓ February 3, 2015 – LiveWell Healthy Community Design Summit at the Clarion Inn, at 8:30 a.m.
- ✓ February 5, 2015 – 127th Chamber Banquet featuring Kansas City Royals General Manager Dayton Moore at the Garden City High School at 6:30 p.m.
- ✓ February 10 – 12, 2015 – Underground, Overhead and Metering School at Finney County Exhibition Building
- ✓ February 16, 2015 – Downtown Vision Annual Meeting & 10 year Anniversary Celebration at 6:00 p.m. at High Plains Public Radio Meeting Room
- ✓ February 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ February 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ February 21, 2015 – Shop Small Saturday and Winter Sidewalk Sale in Downtown GC
- ✓ February 23, 2015 – Governing Body Goal Setting Retreat at Finnup Center at 8:30 a.m.
- ✓ March 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ March 28, 2015 - GCPD Citizens Police Academy – seven sessions held once a week from 9:00 a.m. – 12:00 p.m.
- ✓ April 11-14, 2015 – Western Kansas Congressional Delegation reception in Washington, D.C.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2381-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____-2015, an ordinance approving the rezoning of land from “A” Agricultural District to “R-1” Single Family Residential District; amending the zoning ordinance, the Comprehensive Plan of the city, and the district zoning map of the city; and repealing the current zoning ordinance, comprehensive plan, and district zoning map but only to the extent as amended in this ordinance; all to the code of ordinances of the City of Garden City, Kansas. (3201 E. Spruce Street)
- B. Ordinance No. _____-2015, an ordinance regulating Article 2: definitions, the “AO” Airport Operations District and the “AI” Airport Industrial District in the City of Garden City, Kansas; amending zoning regulations for the City of Garden City, Kansas; amending zoning regulation Sections 2.030, 32.000 and 33.000; repealing in their entirety current zoning regulation Sections 2.030, 32.000, and 33.000; all to the Code of Ordinances of the City of Garden City, Kansas.
- C. Ordinance No. _____-2015, an ordinance approving the rezoning of land from “C-2” General Commercial District to “I-1” Light Industrial District; amending the zoning ordinance, the Comprehensive Plan of the city, and the district zoning map of the city; and repealing the current zoning ordinance, Comprehensive Plan, and district zoning map but

only to the extent as amended in this ordinance; all to the Code of Ordinances of the City of Garden City, Kansas. (1620 Fulton Plaza)

- D. Ordinance No. _____ - 2015, an ordinance regulating maximum speed limits in the City of Garden City, Kansas; amending Code Section 86-14; repealing current Code Section 86-14; all to the Code of Ordinances of the City of Garden City, Kansas.
- E. Resolution No. _____ - 2015, 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. (2107 N. 3rd Street – White Ford Probe, 2013 N. 3rd Street – Black BMW, 318 N. 12th Street – Grey SUV, 505 Bancroft Street – Black Ford pickup, 609 Pennsylvania Avenue – Grey Ford pickup, 615 Fleming Street – Tan Ford Minivan, 820 Fitz Street – Black Mercury Cougar and 601 E. Maple Street – Blue Ford Ranger)
- F. Resolution No. _____ - 2015, a resolution authorizing the City of Garden City, Kansas, to enter into a Municipal Lease/ Purchase agreement (Lease No. 5000127-006) for Police Department Equipment with Clayton Holdings, LLC. (computer aided dispatch and hardware)
- G. Governing Body consideration and approval to pass a resolution regarding Western Area Power Administration Allocation.
 - 1. Resolution No. _____ - 2015, a resolution to authorize the Mayor to execute for and on behalf of the City of Garden City, Kansas the Firm Electric Service Allocation Assignment Agreement.

X. OLD BUSINESS.

- A. None at this writing.

XI. NEW BUSINESS.

- A. Governing Body consideration and approval of the semi-annual report for the CDBG Revolving Loan Fund on behalf of Great Plains Development, Inc.
- B. Advisory Board Recommendations:
 - 1. Parks & Tree Board – 2 appointments
 - 2. Golf Advisory Board – 1 appointment
- C. **Consent Agenda for approval consideration:** (The items listed under this “consent agenda” are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)
 - 1. Governing Body consideration and approval of pasture lease agreements at the Garden City Regional Airport.

2. Governing Body consideration and approval for Garden City Police Department tuition reimbursement incentive for Police Officer Standards and Training graduates who hire on as patrol officers.
3. Governing Body consideration and approval of a contract between the City of Garden City, Kansas and Dan Fankhauser, Architect for the architectural phase of the new Garden City Police Department Firearms Training Range.
4. Governing Body consideration and approval of the J & J Addition plat.
5. Governing Body consideration and acceptance of bids received January 27, 2015 for the Campus & Harding Lift Station Rehabilitation.
6. Governing Body acceptance of a utility easement for a streetlight at 1013 Lamplighter Lane from Rodney K. and Mary J. Farnsworth.
7. Governing Body acceptance of a sidewalk easement on the east side of Terrace Place south of Long Boulevard.
8. The Governing Body is asked to consider and approve Supplemental Agreement #1 between the City of Garden City, Kansas and Treanor Architects, PA for increased costs incurred in the bidding and construction observation phases.
9. Governing Body consideration and acceptance of bids received January 27, 2105 for metal trash containers.
10. Governing Body consideration and acceptance of bids received on January 27, 2015 for two 2015 pickups for the Fire Department.
11. Permission for Maribel Renteria to reserve Space 1, Lot 29, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
12. Permission for Jorge Alejandro Esquivel to reserve Spaces 5 & 6, Lot 43, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
13. Permission for Alejandra Esquivel to reserve Space 8, Lot 43, Zone J of Valley View Cemetery for consideration of \$50.00 for the period of one year.

14. Licenses:

(2015 Renewal)

- | | |
|--|-----------------|
| a) Mid- America Millwright Service, Inc..... | Class A General |
| b) Confederated Builders, Inc | Class A General |
| c) ALT, Inc..... | Class A General |
| d) PDQ Tower Services, Inc | Class B General |
| e) White's Roofing LLC | Class B General |
| f) Carroll Construction | Class B General |
| g) Roger Schmidt | Class B General |
| h) Jon Ryman Construction | Class B General |
| i) TNT Construction..... | Class B General |
| j) Brungardt Plumbing, LLC | Class B General |
| k) Bernard Adam..... | Class B General |
| l) Rowland Construction..... | Class B General |
| m) S&S Enterprises..... | Class B General |

n) Chambless Roofing, Inc.....	Class B General
o) Martin Builders	Class B General
p) Williams General Construction and Repair	Class B General
q) Grimsley's Painting & Remodeling	Class B General
r) Prairie Winds Construction, Inc.	Class B General
s) Diamondz Construction	Class B General
t) J&J Construction.....	Class B General
u) Morales Construction.....	Class B General
v) Fuller Construction.....	Class B General
w) Lonnie Sassaman	Class B General
x) TJ's Construction	Class B General
y) Whartons, Inc.....	Class B General
z) American Warrior Construction Inc.....	Class B General
aa) American Warrior Construction, Inc.....	Class C General
bb) Stiltner Electric	Class D-E Electrical
cc) Sperry Electric.....	Class D-E Electrical
dd) NAAB Electric, Inc	Class D-E Electrical
ee) 5 Star Electric, Inc.....	Class D-E Electrical
ff) Quality Electrical	Class D-E Electrical
gg) Morales Electric	Class D-E Electrical
hh) ALTA Refrigeration, Inc	Class D-M Mechanical
ii) A&J Sheet Metal	Class D-M Mechanical
jj) Energy Management System	Class D-M Mechanical
kk) Glassman Corporation.....	Class D-M Mechanical
ll) Blue River Plumbing	Class D-P Plumbing w/ Gas
mm) Brungardt Plumbing LLC	Class D-P Plumbing w/ Gas
nn) Mesa Plumbing	Class D-P Plumbing w/ Gas
oo) Glassman Corporation.....	Class D-P Plumbing w/ Gas
pp) Brungardt Plumbing.....	Class E-BF Backflow Test
qq) National Fire Suppression	Class E-F Fire Sprinkler & Protection
rr) Archie B. Moody	Class E-L Landlord
ss) Javier Olguin.....	Class E-L Landlord
tt) J&G Concrete	Class E-SOC Specialized Other
uu) Roger Schmidt	Class E-SOC Specialized Other
vv) Towns & Sons Enterprises	Class E-SOC Specialized Other
ww) Dirks Earthmoving	Class E-SOC Specialized Other
xx) Ed's Handyman	Class E-SOC Specialized Other
yy) Ayala Construction.....	Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Commissioner Doll

B. Commissioner Fankhauser

C. Commissioner Law

D. Mayor Cessna

E. Commissioner Dale

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
January 20, 2015

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, January 20, 2015 with all members. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Stella Hernandez voiced her concerns to the Governing Body regarding stray dogs in the County.

Commissioner Law moved to approve and allow the Mayor to proclaim the week of January 25-31, 2015 as Health Awareness Week. 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 Cessna and City Manager Allen recognized the Traffic Department as the recipient of the annual 2014 Department Safety Award, Raelene Stoecklein, Engineering Department as the recipient of the 4th Quarter Safety Recognition Award and Raelene Stoecklein, Engineering Department as the overall recipient of the 2014 Safety Recognition Program. The Water Department was recognized for the annual Most Improved Safety Record Award, based upon the Safety Committee's review of accidents/workers' compensation claims per department from 2014 and 2013.

The City received correspondence from Cox Communications regarding cost increases and an update on channel agreements.

Governing Body set Monday, February 23, 2015 for the Commission Goal Setting Retreat.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell, the monthly airport report, from Community Development Director Kentner the monthly building and code enforcement reports, from Police Chief Hawkins the monthly activity report, from Public Utilities Director Muirhead the quarterly report, from Public Works Director Curran the monthly transit report and from Zoo Director Newland the monthly zoo report.

Meetings of note:

- ✓ January 20, 2015 – Pecos League of Professional Baseball (Garden City Wind) Q&A, 2:00 p.m. – City Administrative Center and 7:00 p.m. at Applebee's
- ✓ January 21, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ Finney County Economic Development Corporation Annual meeting at the Endowment Room at Garden City Community College at 11:00 a.m.
- ✓ January 26, 2015 – Southwest Kansas Chambers of Commerce, "SW Kansas Night Out in Topeka", from 5:30 -7:30 p.m.
- ✓ January 29, 2015 - Commission Candidate Orientation at the City Administrative Center from 7:00 p.m. – 8:00 p.m.
- ✓ February 2, 2015 – Dinner with LiveWell Team and Mark Fenton from 6:00 p.m. – 7:30 p.m. location TBA
- ✓ February 3, 2015 – LiveWell Healthy Community Design Summit at the Clarion Inn, time TBA.
- ✓ February 5, 2015 – 127th Chamber Banquet featuring Kansas City Royals General Manager Dayton Moore at the Garden City High School at 6:30 p.m.

- ✓ February 18, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ February 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ February 21, 2015 – Shop Small Saturday and Winter Sidewalk Sale in Downtown GC
- ✓ April 11-14, 2015 – Western Kansas Congressional Delegation reception in Washington, D.C.

Appropriation Ordinance No. 2380-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,642,995.95,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2380-2015A. 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

Staff requested an amended Development Plan and Ordinance for the East Cambridge Square Phase II RHID to correct an error in the legal description and district map.

Ordinance No. 2683-2015, “AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (East Cambridge Square Phase II Project),” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2683-2015. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve an Amended Development Plan for East Cambridge Phase II RHID. 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

Charter Ordinance No. 28, “A CHARTER ORDINANCE EXEMPTING THE CITY OF GARDEN CITY, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-4509, WHICH ESTABLISHES POSSIBLE SENTENCING DISPOSITIONS FOR PERSONS FOUND GUILTY OF THE VIOLATION OF A CITY ORDINANCE; PROVIDING FOR SUBSTITUTE PROVISIONS ON THE SAME SUBJECT,” was read and considered section by section. Commissioner Fankhauser moved to approve Charter Ordinance No. 28. 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

Charter Ordinance No. 29, “A CHARTER ORDINANCE EXEMPTING THE CITY OF GARDEN CITY, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-4511, WHICH PROVIDES FOR WHEN THE MUNICIPAL JUDGE MAY PAROLE PERSONS CONFINED TO JAIL AS A RESULT OF A CONVICTION OF A VIOLATION OF A CITY ORDINANCE; PROVIDING FOR SUBSTITUTE PROVISIONS ON THE SAME SUBJECT,” was read and considered section by section. Commissioner Fankhauser moved to approve Charter Ordinance No. 29.

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

Resolution No. 2617-2015, “A RESOLUTION EXPRESSING SUPPORT FOR THE CONSTRUCTION OF AFFORDABLE MULTI-FAMILY APARTMENT UNITS TO BE LOCATED ON AN APPROXIMATELY 7 ACRE SITE ON THE WEST SIDE OF CAMPUS DRIVE, IN THE CITY OF GARDEN CITY, KANSAS (THE RESERVES AT PRAIRIE RIDGE PHASE III),” was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2617-2015. Commissioner 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

Resolution No. 2618-2015, “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 (312 W. Mary Street),” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2618-2015. Commissioner 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

Resolution No. 2619-2015, “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 (143 Cloverleaf – black 4-door Cadillac and 1606 W. Olive – blue Chevy Aveo),” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2619-2015. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve a settlement agreement between Mt. Zion Church of God in Christ and the City of Garden City, Kansas. 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

The Governing Body considered two matters related to the formation of a Pecos League of Professional Baseball Team, the Garden City Wind.

Ordinance No. 2684-2015, AN ORDINANCE AUTHORIZING CONSUMPTION OF CEREAL MALT BEVERAGE AND ALCOHOLIC LIQUOR ON PUBLIC PROPERTY OWNED BY THE CITY OF GARDEN CITY, KANSAS, SPECIFICALLY CLINT LIGHTNER FIELD IN FINNUP PARK; AMENDING CODE SECTIONS 6-35 AND 6-133; REPEALING IN THEIR ENTIRETY CURRENT CODE SECTIONS 6-35 AND 6-133; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2684-2015. Commissioner 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 Law moved to approve a Facility Use Agreement between the City of Garden City, Kansas, Garden City Recreation Commission and Pecos League of Professional Baseball Clubs, LLC. 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

Staff has investigated excessive water use at the swimming pool, and requests Governing Body authority to deviate from the standard procedures of the Purchasing and Contracting Manual and negotiate replacement of portions of the recirculation system prior to the 2015 pool season.

Commissioner Doll moved to authorize staff to proceed with the Phase 1 pool work prior to the 2015 pool opening, outside of normal purchasing procedures. Commissioner 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 Law moved to reappoint Marlo Miller and Max Meschberger and appoint Edward Ziegler each to three-year terms that will end January 2017 on the Airport Advisory Board. 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 Law moved to appoint Brian Schwindt to an unexpired term that will end December 2015 on the Planning Commission. 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 appoint Julie Christner to fill a three-year term that will end December 2017 on the Landmarks Commission. 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 the Amendment 1 to Task Order Number 1 between the City of Garden City and HNTB for the design and bidding services for Airport Improvement Project 3-20-0024-36.
2. Governing Body consideration and approval of bids received on January 13, 2015 for a vehicle for the Administration Department.
3. Quit Claim Deed from Dorothy Vannaman transferring Spaces 1 and 2, Lot 80, Zone D of Valley View Cemetery to Mike &/or Mary Ann Vannaman.
4. Licenses:

(2015 New)

- a) The Wilson Group, Inc. Class A General
- b) GC Electric, LLC.....Class D-E Electrical
- c) Forshee Plumbing, LLC..... Class D-P Plumbing w/ Gas

(2015 Renewal)

- d) AP Mountains States, LLC Class A General
- e) APAC-Kansas, Inc Class A General
- f) Dondlinger & Sons Construction Co. Inc Class A General
- g) Double AA Builders of California..... Class A General
- h) The Law Company, Inc Class A General
- i) Aquashield Roofing & Construction Class B General
- j) Amos Construction Class B General
- k) Bockelman Construction, LLC Class B General
- l) Builders Plus Concrete, LLC Class B General
- m) D&K Environmental, Inc..... Class B General
- n) Life Styles Home Construction, Inc Class B General
- o) McMillan Plumbing, Electric & Mechanical..... Class B General
- p) Prairie Wind Aquatics, LLC Class B General
- q) Premier Construction, LLC..... Class B General
- r) True Home Value Class B General
- s) Integrity Siding & Window, LLC..... Class C General
- t) Nationwide Builders & Contractors Class C General
- u) Ready Roofer, Inc..... Class C General
- v) RA Concrete Construction..... Class D-CO Concrete
- w) Sperry Construction, Inc Class D-MA Masonry
- x) 3G Electric, Inc Class D-E Electrical
- y) Caro's Electric, LLC Class D-E Electrical
- z) Davis Electric..... Class D-E Electrical
- aa) Heller's Electric Class D-E Electrical
- bb) J. Geier Electric Class D-E Electrical
- cc) Kugler Electric, LLC Class D-E Electrical
- dd) Lin R Rogers Electrical Contractors, Inc Class D-E Electrical
- ee) McMillan Plumbing, Electric & Mechanical..... Class D-E Electrical
- ff) Mesa Electric II..... Class D-E Electrical
- gg) Shelley Electric, Inc..... Class D-E Electrical
- hh) WesKan Electric, Inc Class D-E Electrical
- ii) Wichita Electric Co. Inc..... Class D-E Electrical
- jj) Wildcat Electric, LLC..... Class D-E Electrical
- kk) Comfort Specialist, Inc Class D-M Mechanical
- ll) Evinger's Heating & Air, Inc..... Class D-M Mechanical
- mm) Mark Young Construction, Inc Class D-M Mechanical
- nn) McMillan Plumbing, Electrical & Mechanical Class D-M Mechanical
- oo) Tatro Plumbing Co. Inc..... Class D-M Mechanical
- pp) Weber Refrigeration & Heating Inc..... Class D-M Mechanical
- qq) BT Plumbing Co Class D-P Plumbing
- rr) Frank's Plumbing, Inc..... Class D-P Plumbing
- ss) McMillan Plumbing, Electric & Mechanical Class D-P Plumbing
- tt) MMC Contractor National, Inc..... Class D-P Plumbing
- uu) Mr. G Plumbing Class D-P Plumbing
- vv) Tatro Plumbing Co. Inc..... Class D-P Plumbing
- ww) Weber Refrigeration & Heating, Inc..... Class D-P Plumbing
- xx) Wray Roofing, Inc Class D-R Roofing
- yy) BT Plumbing Co. Class E-BF Backflow Test
- zz) McDaniel Co., Inc..... Class E-BF Backflow Test
- aaa) Tatro Plumbing Co., Inc..... Class E-BF Backflow Test
- bbb) SimplexGrinnell, LP Class E-F Fire Sprinkler & Protection
- ccc) Maestas Rentals Class E-L Landlord
- ddd) Feldt Guttering & Services Class E-SOC Specialized Other
- eee) Israel's Windows & Siding Class E-SOC Specialized Other
- fff) J's Fencing & Ironworks, LLC Class E-SOC Specialized Other
- ggg) Stateline Exteriors, LLC Class E-SOC Specialized Other
- hhh) Superior Fence of Western Kansas, LLC.... Class E-SOC Specialized Other
- iii) Scheopner's Water Conditioning, LLC Class E-SOC Specialized Other

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

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

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Dale congratulated the Traffic Division, Water Department and Raelene Stoecklein on receiving the Safety awards. Commissioner Dale thanked the Safety Committee and stated it is great that the City has the safety program in place and encourages others to be safe.

Commissioner Doll thanked the Traffic Division, Water Department and Raelene Stoecklein for their hard work and stated she appreciates their work safety practices.

Commissioner Fankhauser thanked the Traffic Division, Water Department and Raelene Stoecklein. Commissioner Fankhauser stated the CO-OP project has been a hot topic and he wondered if it's not time to move on with the project and leave it to the State Fire Marshal's office. Community Development Director Kentner reported that the matter had been forwarded to the State Fire Marshal.

Commissioner Law thanked and congratulated the Traffic Division, Water Department and Raelene Stoecklein for doing a great job.

Mayor Cessna stated there are a lot of things happening in the community to help make Garden City a healthy place to live and encouraged all residents to take advantage of the many wellness opportunities available during the week and month. Mayor Cessna stated it was great to see the Traffic Department as the recipient of the annual 2014 Department Safety Award, the Water Department as the recipient of the annual Most Improved Safety Record Award, and Raelene Stoecklein as both the recipient of the 4th Quarter Safety Recognition Award and the recipient of the Annual Safety Award. Mayor Cessna commented that it shows that the City has great employees working for us. Mayor Cessna stated that he attended the Garden City Police Department Annual Awards Ceremony on January 10, 2015. Mayor Cessna commended Officer Tiffany McDermott for going above and beyond her job expectations and filling in where needed. Sergeant David Wheet and Evidence Technician Wesley Brungardt were recognized for taking the initiative of setting up a collection box in the lobby of the Law Enforcement Center for community members to dispose of old prescription drugs. It was noted that the department had received 60 pounds of drugs through the drop-off box. Mayor Cessna looks forward to the City having a strong relationship with the Pecos League and is excited to be home to the Garden City Wind beginning this summer. Mayor Cessna indicated this exciting addition is consistent with the Commission's desire to make Garden City the best place to live, work, and raise a family. Mayor Cessna encouraged residents to apply to participate in the Citizens' Academy which will begin March 5. Mayor Cessna encouraged residents to apply to participate in the Police Citizens' Academy that will also begin in March.

Petitions

PROCLAMATION

- WHEREAS, Girl Scouts, the pre-eminent organization for girls in the United States and around the world, has been an active part of the Garden City community; and
- WHEREAS, through the Girl Scout Cookie Program, girls learn about business, goal-setting, the value of teamwork and money management, all of which helps them become leaders who are confident in themselves and their abilities, use their knowledge to effect change in their lives and in the lives of those around them; and
- WHEREAS, through the support of generous donors and annual product-sale activities, such as the Girl Scout Cookie Sale, the Girl Scout organization is able to offer quality programs on a year-round basis to girls in all racial, ethnic, cultural, religious and socioeconomic groups; and
- WHEREAS, the City of Garden City is committed to supporting the programs provided by the Girl Scouts of Kansas Heartland and encourages our communities to support Girl Scouting and its annual money-earning activity: the annual Girl Scout Cookie Sale;

NOW, THEREFORE, I, Roy Cessna, Mayor of the City of Garden City, Kansas do hereby proclaim February, 2015 as

Girl Scout Cookie Month

and encourage all citizens to support the ***Annual Girl Scout Cookie Sale***, which begins January 31st and will end March 8, and making an investment in the lives of girls and upholding the enterprising spirit of Girl Scouts to remain a self-sufficient organization.

Signed and sealed this 3rd day of February, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

PROCLAMATION

- WHEREAS, February has been designated Career and Technical Education Month by Garden City High School and the Association for Career and Technical Education; and
- WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and
- WHEREAS, Career and Technical Education provides Americans with a School-to-Careers connection and is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and
- WHEREAS, Career and Technical Education gives high school students experience in practical, meaningful applications of skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving ALL students leadership opportunities in their fields and in their communities; and
- WHEREAS, Career and Technical Education offers individuals lifelong opportunities to learn new, transferrable skills, which provide them with career choices and potential satisfaction; and
- WHEREAS, the ever-increasing cooperative efforts between Career and Technical Educators and business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

NOW, THEREFORE, I, Roy Cessna, Mayor of the City of Garden City, Kansas do hereby proclaim February, 2015 as

Career and Technical Education Month

In Garden City, Kansas and urge all citizens to become familiar with services and benefits in Garden City and Finney County offered by Career And Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

Signed and sealed this 3rd day of February, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

Report of the City Manager



January 29, 2015

Matt Allen
City Manager
301 N. 8th Street
Garden City, Kansas 67846

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Dear Matt and City Commissioners;

It is time to officially inform you of my intention to retire from the Parks Department on April 1, 2015. On February 22nd, I will start my 27th year as an employee of Garden City. Eight years were with the Park and Zoo Department and the remaining years I had the privilege of leading the Public Grounds Division of Public Works.

The Zoo years were exciting since I was given the opportunity to experiment with plants for zoo exhibits. Two projects that met long term expectations were the plantings between the Aviary and the Spider monkey exhibit and the eight acre Wild Asia area.

Our efforts to expand and enhance the green space and places people gather are an essential foundation for a vibrant city. It's the Garden City identity that sets us apart from the surrounding communities. Working with all the event organizers, Zoobalee, Boo at the Zoo, Beef Empire Days, Tumbleweed, Fiesta, Art in the Park, Kansas Sampler Foundation and Fallfest had its challenges and rewards. It has been an honor to work with the Finnup Foundation, Park and Tree Board, Downtown Vision, Convention and Tourism, Chamber and the Arts Council and most of all the dedicated staff whose sustained efforts improve our quality of life.

With the time remaining, I will continue to transition responsibilities to Andy Liebelt and to finish some important projects. My last day at work will be Friday, March 27th. I will take leave time on March 30th and 31st. Thank you for the opportunity to serve the citizenry by caring for the green space and community events in Garden City.

Sincerely,

Alan Geier
Superintendent of Public Grounds

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



Golf Course Superintendents Association of America
1421 Research Park Drive • Lawrence, KS 66049-3859 • 800.472.7878

January 27, 2015

Matt Allen
City Manager
City of Garden City
PO Box 998
Garden City, KS 67846

Dear Mr. Allen,

Please join me in congratulating **Toby Witthuhn** for having achieved Class A membership status with the Golf Course Superintendents Association of America. To attain this designation, **Toby** engaged in competency-based continuing education and has demonstrated a strong commitment to environmental stewardship by meeting the GCSAA Integrated Pest Management requirement.

In meeting the Class A standard, **Toby** has shown dedication to career development, enhancing your operations and ensuring the enjoyment of your golfers.

Please join us in congratulating **Toby** on this accomplishment. You can be assured that your facility will continue to be well managed backed by the expertise of a GCSAA Class A superintendent, the resources of a leading golf association and its network of more than 20,000 members.

We sincerely appreciate your ongoing support of **Toby** and membership with GCSAA. If you have any questions or would like to learn more about what GCSAA membership provides to your facility, please contact **Toby** or GCSAA at 800-472-7878 or visit www.gcsaa.org

Sincerely,

Keith A. Ihms, CGCS
GCSAA President



Memo

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE

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

To: Mayor and City Commissioners

CC: Matt Allen, City Manger

From: Fred Jones, Water Resource Manager and Steve Cottrell, City Engineer

Date: January 30, 2015

Re: Progress on Emergency Repairs to the Big Pool

ISSUE

An update on the progress of the emergency repairs to the swimming pool, authorized on January 20th is provided.

BACKGROUND

The decision to investigate if repairs were necessary was based on observations by the Water Resource Manager that water loss at the facility was steadily increasing during the 2014 season. Upon notification, GCRC staff conducted a water loss test during the last days of the 2014 season, which supported this observation. Water use information for the 2014 season was compiled and combined with historical use at the Big Pool by the Water Resource Manager in October 2014. GCRC staff then arranged for Tatro Plumbing to conduct a pressure test of the piping in the facility which was conducted in December 2014. The results of the pressure testing in December indicated that there were leaks in the piping that required excavation of the pool piping to gain more information. The excavation small areas on the pool floor showed that numerous water connections underneath the pool bottom were broken, corroded, or were not otherwise functioning properly. Additionally, several joints in the pool floor need to be resealed.

The City Commission authorized city staff to make emergency repairs to the Big Pool, at a cost not to exceed \$100,000. Staff negotiated a contract with Dick Construction in the amount of \$72,134.00, and the work has started.

Construction commenced on Thursday, January 22nd. Wichita Coring & Cutting Co. performed the cuts to the bottom of the concrete pool working Thursday and Friday. Dick Construction followed using heavy equipment to break the concrete and remove it from the bottom of the pool. The heavy equipment was mobilized on the pool floor via two temporary dirt ramps constructed by Dick Construction. Crew from Dick Construction worked additional hours over the weekend. By Monday, January 26th, the concrete was removed from the pool and crews were working on the pipe connections located on the east and west walls of the pool. The 6" cast iron pipe around



CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER 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

the perimeter of the pool has been exposed at the connections with the main lines that run in the pool floor.

We are finding that perimeter lines have quality issues with the piping. This is not surprising considering the condition of pipes located within the bottom of the pool. The primary issue with the perimeter piping is the large buildup of calcium within the pipe, especially within the outlets that extend from the pipe and inject water into the pool. Many of these outlets have calcium buildup so significant that we cannot fathom how any water is emitted into the pool through the outlets. During the pressure test in December GCRC staff had noted a leak near the north end of the lap pool. The pipe was exposed to find the problem, and since it is within 20 feet of the middle floor line, it was decided to replace the full length from the floor line connection to the break. This work allows us to see what is in the perimeter pipe running north under the slides, and it is 50% plugged.

Based upon the conditions we have uncovered to this point, we believe that the work being undertaken now will reduce water use at the pool by at least 50% this coming summer. In consultation with our long time pool consultant Dave Schwartz, PE, Waters Edge Aquatic Design, we have upsized the replacement piping in the pool floor from 6" to 8" pipe which will increase the ability of the system to circulate water.

Staff anticipates that the repair work will remain under \$80,000.00 including the pipe upsizing and some extra work to repair piping adjacent to the original excavation. Staff plans to use the remaining balance of the authorized funds to effect repairs to the joints on the pool bottom.

The bigger of the remaining problems, that being the perimeter piping, will need to be addressed soon – some of it can wait until this fall and winter, but the section at the base of the west wall in the deep end could be resolved before the pool opens for the summer.

Current options for the perimeter piping would be 1) to reconnect the new floor lines to the existing pipe and let it function as best it can, 2) disconnect the pipe, entirely or just to the north of the bulkhead and include the replacement in future phase(s), or 3) while the west perimeter pipe at the north end of the racing pool is exposed, proceed with the permanent repair to the south wall and not duplicate the repair and concrete work later in the year. Dick Construction estimates that the west wall pipe replacement and wall/deck improvements could be accomplished for approximately \$75,000.

Attached are concept drawings for a modified Masterplan Phase 5. The plan sheet identifies five possible sub-phases of these improvements. As described above, Phase 5A could be accomplished now. Alternately, this fall-winter, Phase 5A could be accomplished in combination with sub-phase B, B&C, or Phase 5 in its entirety.



CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER 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

The matter of the joint sealing in the shallow end can reasonably be cured by routing the joints and installing a special “water loving” backer tube and caulk. Depending upon the pipe replacement work, we will start on the joints soon.

ALTERNATIVES

- 1) The Governing Body may authorize additional funds to accomplish the west wall work as described in Phase 5A.
- 2) The Governing Body may defer action on additional improvements to a later date.

RECOMMENDATION

Staff recommends the Governing Body approve Alternative 1.

FISCAL NOTE

Sufficient funds are available to cover another \$75,000 in the Capital Improvements Fund. This amount would be in addition to the currently authorized funds. A substantial pool project later in the year would undoubtedly require debt financing.

ATTACHMENTS

- Photographs of Work in Progress
- Phase 5 overview drawing
- Phase 5 Wall improvement elevation cross-section drawing.



Wichita Coring & Cutting working on the pool, January 22nd.



Calcium buildup in a pipe near the east side of the pool.



Buildup in pipes from the southernmost line that crossed the pool.



Calcium buildup in this pipe is at least as thick as the sidewalls of the actual pipe.



Old pipe removed from the trench and ready for replacement.



Heavy buildup. This is a water outlet that was located on the pool floor.



Outlet pipe from the "Curb" line plugged with Calcium. (West Wall)



Same issue on the east side, completely plugged.



Not sure of actual age, but the patent award from Dec 1, 1925 is some indication of antiquity.



6" Main from shallow end of pool. Heavy calcium buildup.



6" Perimeter pipe along west wall near north end of the lap pool. 1/2 Full of rust.



Filler tube from shallow end of the pool.



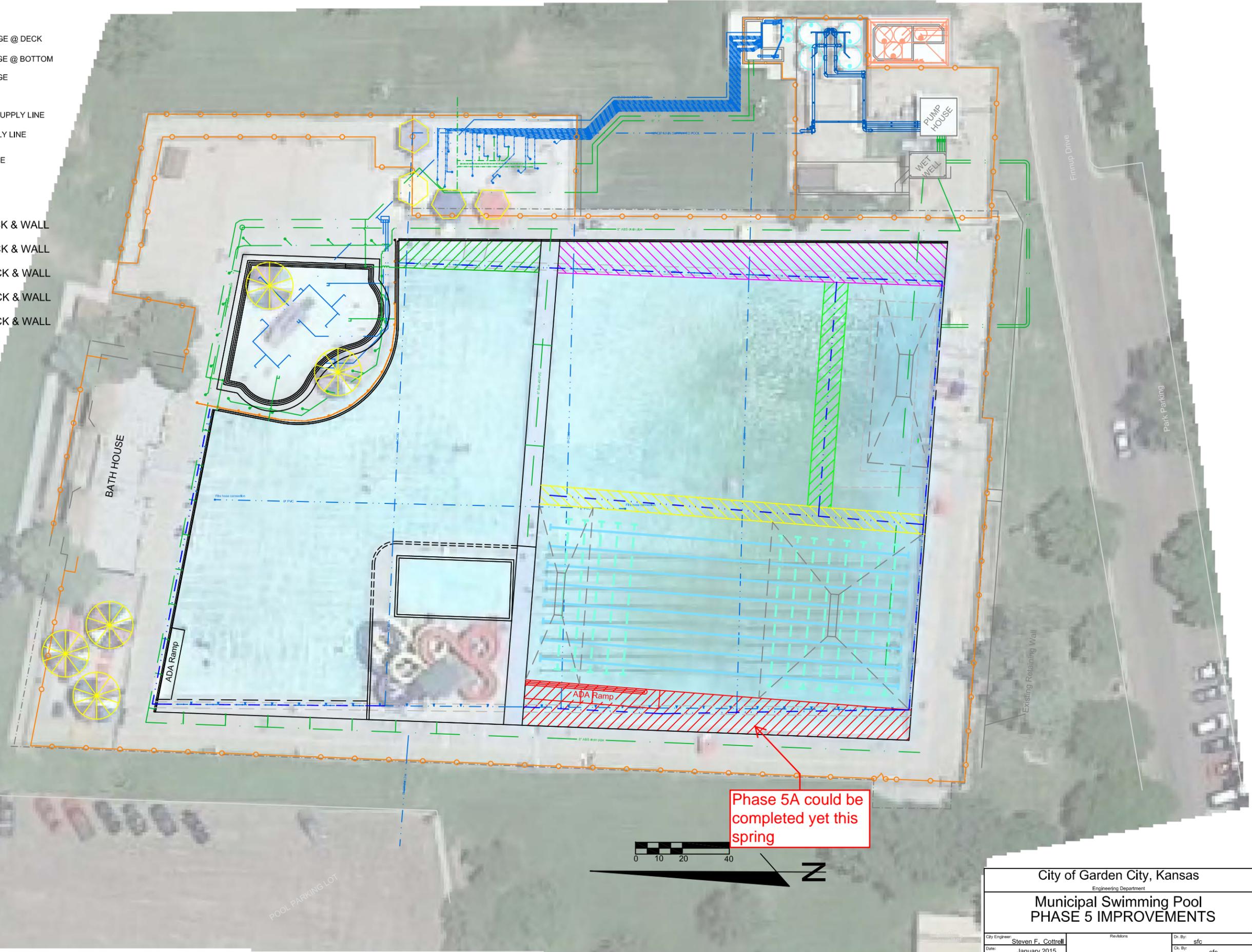
6" Main from the shallow end. Corrosion on the pipe exterior.



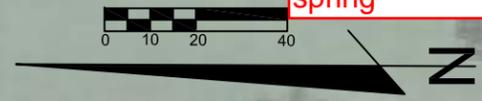
Pipe that runs along the west wall. Notice the break in the line near the joint in the middle.

LEGEND

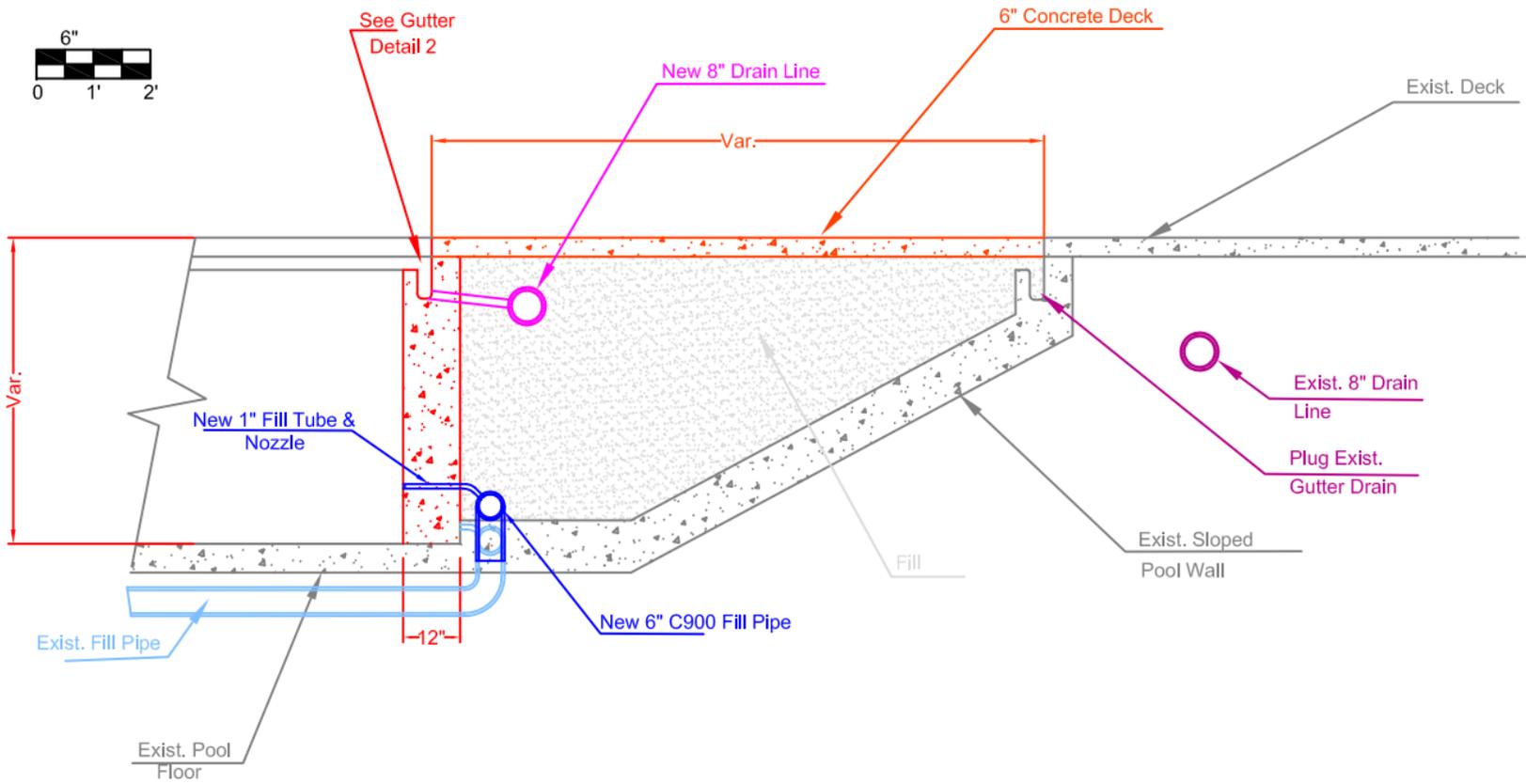
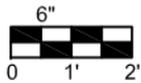
- EXISTING POOL EDGE @ DECK
- - - EXISTING POOL EDGE @ BOTTOM
- EXISTING DECK EDGE
- ELECTRIC
- EXISTING RECIRC/SUPPLY LINE
- NEW RECIRC/SUPPLY LINE
- EXISTING DRAIN LINE
- NEW DRAIN LINE
- EXISTING FENCE
- ▨ PHASE 5A DECK & WALL
- ▨ PHASE 5B DECK & WALL
- ▨ PHASE 5C DECK & WALL
- ▨ PHASE 5D DECK & WALL
- ▨ PHASE 5E DECK & WALL



Phase 5A could be completed yet this spring



City of Garden City, Kansas		
Engineering Department		
Municipal Swimming Pool PHASE 5 IMPROVEMENTS		
City Engineer:	Steven F. Cottrell	Revisions
Date:	January 2015	Dr. By: sfc
Scale:	Shown	Dr. No.: 1 of 1



WALL SECTION

Staff Reports



City of Garden City
Monthly Financial Report FY 2014
For the Twelve Months Ended December 31, 2014
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended December 31, 2014.

GENERAL FUND AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Revenues	20,499,537	21,452,711	21,217,210
Expenditures	21,127,645	20,683,800	19,960,616
Revenues Over(Under)	(628,108)	768,911	1,256,594

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Electric	29,859,221	31,527,290	29,772,763
Solid Waste	2,941,819	3,036,771	2,901,706
Drainage Utility	207,456	208,795	207,401
Water and Sewage	8,054,285	8,124,632	8,505,524
TOTAL	41,062,781	42,897,487	41,387,394

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
City Sales Tax	5,750,000	6,159,029	5,867,555
County Sales Tax	3,450,000	3,667,743	3,537,817
Franchise Tax			
Gas Utility	440,000	478,663	453,755
Telephone	68,000	63,987	72,756
CATV	230,000	233,715	229,528
Building Permits	248,250	259,723	215,691
Municipal Court Fines	960,000	920,917	1,042,044



**City of Garden City
Monthly Financial Report FY 2014
For the Twelve Months Ended
December 31, 2014**

General Fund

General Fund Revenues collected through December were \$21,452,711. The December revenues represent 104.65% of the total revenues expected in the General Fund. Property tax distribution was 99.93% for the five payments in 2014.

General Fund Expenses are at 97.90% of the total expenditures expected in the General Fund.

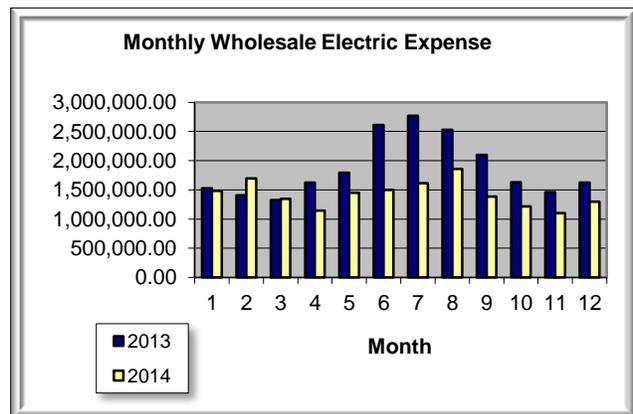
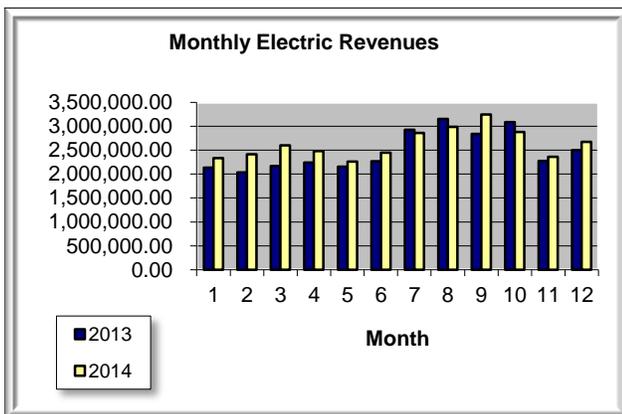
Selected Revenues

- City Sales Tax—Ahead by \$291,474 compared to December 2013 year to date collections, 4.97% ahead of 2013 for the twelve months ended.
- County Sales Tax— Collections for the twelve months ended are ahead of 2013 by \$129,926 or 3.67%.
- Franchise Tax—Budget estimates for 2014 remain approximately the same as 2013. Franchise fees are slightly higher than 2013 with the exception of telephone.
- Building Permits—Budget estimates for 2014 are based on 2013 revenues. Receipts are higher than this period in 2013.
- Municipal Court Fines—Budget estimates were revised down from the 2013 budget and collections through December were behind 2013.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$29,859,221 for 2014 were \$31,527,290 through twelve months or 105.59% of budget.

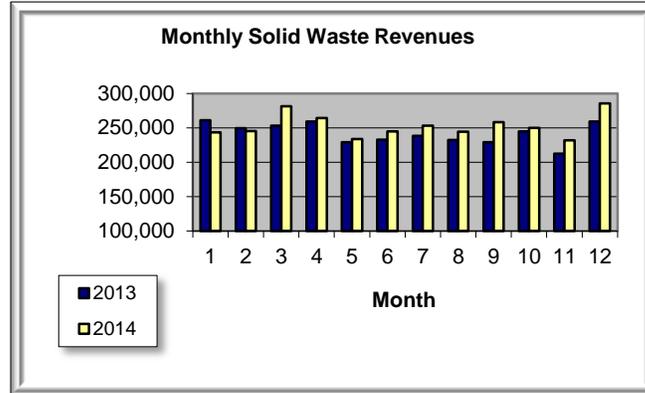


A main expense is Wholesale Electric in the Utility Fund. The 2014 revised budget for wholesale electric is \$19,212,000. The wholesale electric expense for December was \$1,298,692.

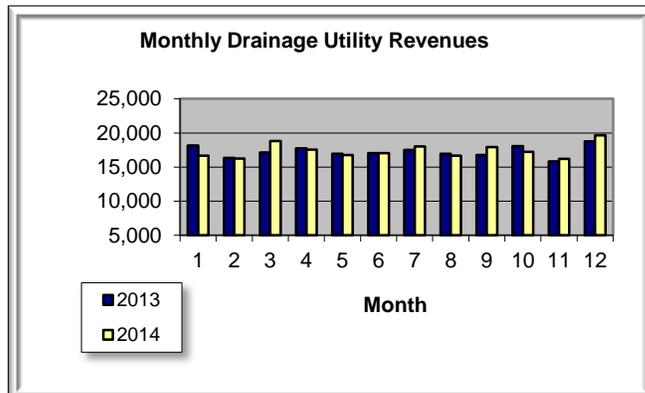


City of Garden City Monthly Financial Report FY 2014 For the Twelve Months Ended December 31, 2014

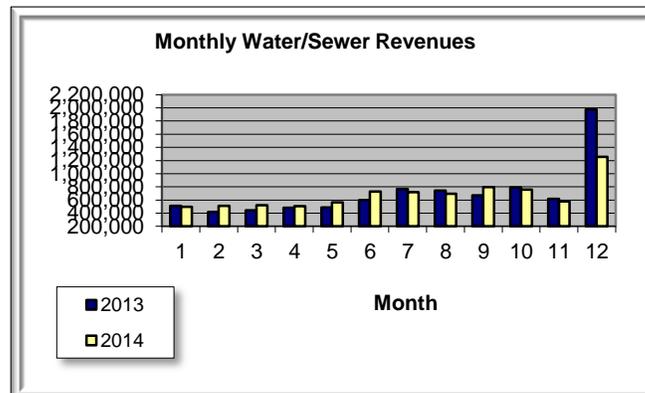
■ Solid Waste revenues – revised budget at \$2,941,819 for 2014 were \$3,036,771 through twelve months or 103.23% of budget.



■ Drainage Utility revenues – revised budget at \$207,456 for 2014 were \$208,795 through twelve months or 100.65%.



■ Water and Sewage revenues - revised budget at \$8,054,285 for 2014 were \$8,124,632 through twelve months or 100.87% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Twelve Months Ended December 31, 2014

Fund	Unencumbered Cash Balance 1/1/2014	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 12/31/2014	Add Payables and Encumbrances	Treasurer's Cash 12/31/2014
Operating						
1 General	4,730,963.09	21,452,711.35	20,683,800.25	5,499,874.19	281,087.75	5,780,961.94
Debt Service Fund						
40 Bond and Interest	394,287.06	2,137,442.77	2,010,693.00	521,036.83	0.00	521,036.83
Special Revenue Funds						
4 TIF	0.00	681,518.05	115,449.64	566,068.41	14,347.19	580,415.60
5 Capital Improvement	690,371.20	1,172,318.65	922,258.51	940,431.34	8,429.48	948,860.82
6 Community Development Loan	14,667.06	7,670.10	7,085.47	15,251.69	0.00	15,251.69
7 Cemetery Endowment	27,023.48	5,215.20	1,869.25	30,369.43	0.00	30,369.43
8 Community Trust	1,277,499.49	1,242,599.14	869,596.30	1,650,502.33	0.00	1,650,502.33
10 DEA Forfeiture	41,720.15	14,403.28	38,044.81	18,078.62	160.04	18,238.66
11 Drug Enforcement	18,513.87	68,271.30	16,286.99	70,498.18	0.00	70,498.18
15 Enhanced Wireless 911	293,153.99	187,092.54	120,518.55	359,727.98	5,679.09	365,407.07
18 Finnup Trust	54,752.18	109,200.00	73,996.52	89,955.66	0.00	89,955.66
25 Recreation	0.00	940,908.26	940,908.26	0.00	0.00	0.00
26 Special Improvements	86,770.07	15,081.73	118,750.82	-16,899.02	55,196.11	38,297.09
27 Special Liability	155,936.04	30,000.00	24,597.66	161,338.38	5,573.32	166,911.70
29 Special Alcohol Programs	41,205.59	98,938.46	85,000.00	55,144.05	0.00	55,144.05
30 Special Recreation and Parks	97,756.84	128,102.93	112,166.85	113,692.92	0.00	113,692.92
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	971,543.57	711,562.62	707,991.53	975,114.66	30,503.22	1,005,617.88
50 Community Development Grant	0.00	13,279.25	13,279.25	0.00	0.00	0.00
52 Economic Development	371,988.85	15,317.15	538.42	386,767.58	0.00	386,767.58
53 Project Development	191,617.19	191,857.56	133,474.75	250,000.00	498.78	250,498.78
Total Special Revenue	4,334,519.57	5,633,336.22	4,301,813.58	5,666,042.21	120,387.23	5,786,429.44
Capital Projects Funds						
41 2013-GO Bond Projects	976,721.17	0.00	797,601.69	179,119.48	0.00	179,119.48
42 2014-GO Bond Projects	0.00	2,809,795.38	402,352.13	2,407,443.25	0.00	2,407,443.25
45 2012-GO Bond Projects	772,811.11	0.00	772,811.11	0.00	0.00	0.00
46 2012- Temporary Notes Durango P	2,300,843.93	10,764,276.84	13,065,120.77	0.00	0.00	0.00
48 2013-Temp Notes Series D	29,170.74	156,404.62	185,575.36	0.00	0.00	0.00
49 2013-Temp Notes Schulman Cross	5,618,097.65	0.00	4,322,682.20	1,295,415.45	0.00	1,295,415.45
Total Capital Projects	9,697,644.60	13,730,476.84	19,546,143.26	3,881,978.18	0.00	3,881,978.18
Enterprise Funds						
Electric Utility:						
67 Capital Reserve	0.00	750,000.00	0.00	750,000.00	0.00	750,000.00
68 General	3,508,279.17	31,527,289.81	30,254,781.81	4,780,787.17	1,707,842.52	6,488,629.69
69 Security Deposits	450,703.24	303,120.00	286,349.95	467,473.29	0.00	467,473.29
Total Electric Utility	3,958,982.41	32,580,409.81	30,541,131.76	5,998,260.46	1,707,842.52	7,706,102.98
Water and Sewer Utility:						
80 General	2,616,964.74	8,124,631.73	7,793,643.74	2,947,952.73	209,867.61	3,157,820.34
81 Wastewater Repair and Replacem	285,056.03	132,709.80	100,000.00	317,765.83	0.00	317,765.83
82 Water and Sewage Maintenance f	579,758.01	227,288.28	435,000.00	372,046.29	0.00	372,046.29
Total Water and Sewer Utility	3,481,778.78	8,484,629.81	8,328,643.74	3,637,764.85	209,867.61	3,847,632.46
Airport:						
60 General	310,665.07	1,047,682.01	836,670.32	521,676.76	21,276.79	542,953.55
61 Airport Improvement	58,774.14	375,350.73	335,366.19	98,758.68	0.00	98,758.68
Total Airport	369,439.21	1,423,032.74	1,172,036.51	620,435.44	21,276.79	641,712.23
Solid Waste Utility:						
75 General	1,371,930.93	3,036,770.61	3,012,781.74	1,395,919.80	88,423.41	1,484,343.21
Recreation Area:						
70 General Golf Course	70,927.93	896,975.49	917,740.78	50,162.64	12,361.74	62,524.38
71 Golf Course Building	15,150.15	6,513.00	14,705.67	6,957.48	0.00	6,957.48
Total Recreation Area	86,078.08	903,488.49	932,446.45	57,120.12	12,361.74	69,481.86
Drainage Utility:						
79 General	390,794.39	208,794.52	200,204.50	399,384.41	1,981.68	401,366.09
Internal Service Funds						
55 Health Insurance	350,019.55	3,903,165.20	3,928,446.35	324,738.40	3,915.12	328,653.52
56 Health Insurance Reserve	0.00	880,488.91	0.00	880,488.91	0.00	880,488.91
35 Workers Compensation	70,497.31	432,115.00	306,421.88	196,190.43	146.50	196,336.93
36 Workers Compensation Reserve	502,503.37	78.04	21,996.19	480,585.22	547.15	481,132.37
Total Internal Service	923,020.23	5,215,847.15	4,256,864.42	1,882,002.96	4,608.77	1,886,611.73
Total All Funds	29,739,438.35	94,806,940.31	94,986,559.21	29,559,819.45	2,447,837.50	32,007,656.95



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 12/1/2014 Through 12/31/2014

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	74,724.02	75,000.00	(275.98)
3023	CONSUMER USE TAX	110,611.68	855,058.66	800,000.00	55,058.66
3028	LIQUOR CONSUMPTION TAX	25,639.27	98,938.49	79,000.00	19,938.49
3035	STATE REVENUE STAMP	(825.00)	(1,125.00)	0.00	(1,125.00)
3040	AD VALOREM TAX	0.00	3,446,150.09	3,405,000.00	41,150.09
3041	AD VALOREM BACK TAX	0.00	96,207.69	140,000.00	(43,792.31)
3044	CITY SALES TAX	519,604.78	6,159,028.64	5,750,000.00	409,028.64
3046	COUNTY SALES TAX	312,689.68	3,667,743.39	3,450,000.00	217,743.39
3055	MOTOR VEHICLE TAX	0.00	488,085.47	455,000.00	33,085.47
3056	RECREATIONAL VEHICLE TAX	(38,776.91)	3,847.26	3,600.00	247.26
3057	HEAVY DUTY VEHICLE TAX	0.00	3,498.24	3,300.00	198.24
3058	COMMERCIAL VEHICLE TAX	0.00	23,589.78	0.00	23,589.78
3065	CATV FRANCHISE	0.00	233,715.13	230,000.00	3,715.13
3066	GAS UTILITY FRANCHISE	0.00	478,663.00	440,000.00	38,663.00
3067	TELEPHONE FRANCHISE	4,820.90	63,986.91	68,000.00	(4,013.09)
3115	CEMETERY SPACES	1,700.00	43,100.00	50,000.00	(6,900.00)
3301.01	ANIMAL BOARDING	889.60	13,080.12	15,000.00	(1,919.88)
3301.02	CAR STORAGE & TOWING	2,961.50	22,464.50	15,000.00	7,464.50
3301.05	FEES-FALSE ALARM	0.00	2,200.00	2,200.00	0.00
3301.07	FEES-GATE RECEIPTS	520.00	21,956.00	22,000.00	(44.00)
3301.08	FEES-GRAVE OPENINGS	6,425.00	69,485.00	60,000.00	9,485.00
3301.09	FEES-MONUMENT SETTING	175.00	2,700.00	3,000.00	(300.00)
3301.10	FEES-PLAT FILING	134.00	1,599.33	1,500.00	99.33
3301.11	FEES-REZONING	500.00	4,260.00	3,000.00	1,260.00
3301.12	FEES-RURAL FIRE CONTRACTS	192,829.12	189,229.12	200,000.00	(10,770.88)
3301.13	FEES-WAIVER FILING	15.00	8,845.31	2,000.00	6,845.31
3301.16	FINES-MUNICIPAL COURT	72,665.04	920,917.01	960,000.00	(39,082.99)
3301.17	FEES-STATE JUDGE	97.00	1,306.60	1,750.00	(443.40)
3301.18	FEES-STATE LAW ENFORCEMENT	3,641.75	49,452.96	55,000.00	(5,547.04)
3301.19	FEES-REINSTATEMENT	1,215.00	9,963.00	12,000.00	(2,037.00)
3301.20	FEES-RESTITUTION	(358.59)	1,240.84	0.00	1,240.84
3301.21	LEGAL COPIES	115.00	2,894.65	3,000.00	(105.35)
3301.22	PROBATION SCREENING	0.00	30.00	250.00	(220.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,946.00	16,786.00	10,000.00	6,786.00
3301.24	FEES-CRIME STOPPER MAJOR	(220.00)	858.00	0.00	858.00
3350.01	LICENSE-AMUSEMENT	0.00	100.00	2,000.00	(1,900.00)
3350.02	LICENSE-ARBORIST	300.00	300.00	500.00	(200.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	2,075.00	3,625.00	2,000.00	1,625.00
3350.04	LICENSE-CONTRACTOR	15,160.00	32,765.00	30,000.00	2,765.00
3350.06	LICENSE-ELECTRICIAN	2,360.00	5,770.00	6,500.00	(730.00)
3350.08	LICENSE-ITINERANT MERCHANT	0.00	9,365.00	8,000.00	1,365.00
3350.09	LICENSE-LIQUOR	0.00	4,650.00	5,000.00	(350.00)
3350.10	LICENSE-MECHANICAL	1,780.00	3,845.60	3,000.00	845.60
3350.12	LICENSE-PAWN SHOP	0.00	225.00	100.00	125.00
3350.13	LICENSE-PLUMBER	1,980.00	2,910.00	4,000.00	(1,090.00)
3350.15	LICENSE-TAXI	0.00	0.00	200.00	(200.00)
3350.16	TAGS-DOG & CAT	166.20	2,524.43	2,000.00	524.43
3400.01	PERMITS-BUILDING	17,278.00	204,483.37	200,000.00	4,483.37



City of Garden City
 Statement of Revenues and Expenditures-General Fund Revenues
 From 12/1/2014 Through 12/31/2014

3400.02	PERMITS-CURB CUT	30.00	1,590.00	250.00	1,340.00
3400.03	PERMITS-ELECTRIC	238.00	8,550.25	8,500.00	50.25
3400.04	PERMITS-EXCAVATION	310.00	2,470.00	2,500.00	(30.00)
3400.05	PERMITS-GAS	876.00	5,237.00	5,000.00	237.00
3400.06	PERMITS-HOUSE MOVING	0.00	200.00	0.00	200.00
3400.08	PERMITS-MECHANICAL	3,810.00	11,930.00	12,000.00	(70.00)
3400.09	PERMITS-PLUMBING	1,460.00	14,050.50	10,000.00	4,050.50
3400.11	PERMITS-TV & SIGN	1,225.00	11,212.00	10,000.00	1,212.00
3435	INTEREST INCOME	5,989.29	33,087.64	37,500.00	(4,412.36)
3437	FINANCE CHARGE INCOME	3,588.00	33,099.83	12,000.00	21,099.83
3440.02	RENTAL-CITY FACILITIES	947.60	47,201.17	50,000.00	(2,798.83)
3440.03	RENTAL-DEPOT	100.00	1,200.00	1,200.00	0.00
3447	ROYALTIES-GAS WELLS	2,316.59	33,378.81	30,000.00	3,378.81
3450	SALE OF PROPERTY-AUCTION	0.00	22,755.55	15,000.00	7,755.55
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	184,000.00	184,000.00	184,000.00	0.00
3470.02	REIMBURSE-ENGINEERING	275,000.00	275,000.00	275,000.00	0.00
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	100.00	(100.00)
3470.04	REIMBURSE-POLICE SERVICES	240,364.90	243,364.90	220,000.00	23,364.90
3470.07	UTILITY FUNDS REIMBURSEMENT	2,116,840.45	2,939,925.69	2,793,600.00	146,325.69
3470.08	REIMBURSE-COUNTY	5,516.30	142,264.30	160,000.00	(17,735.70)
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3515	FUEL TAX REFUND	0.00	0.00	1,500.00	(1,500.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	166.64	0.00	166.64
3600.02	MISCELLANEOUS-CEMETERY	0.00	2,175.00	0.00	2,175.00
3600.04	MISCELLANEOUS-INSPECTION	0.00	75.00	1,487.00	(1,412.00)
3600.07	MISCELLANEOUS-POLICE	2,563.46	2,733.46	0.00	2,733.46
3600.08	MISCELLANEOUS-STREET	<u>50,000.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>0.00</u>
	Total	<u>4,155,289.61</u>	<u>21,452,711.35</u>	<u>20,499,537.00</u>	<u>953,174.35</u>
Income					



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 12/1/2014 Through 12/31/2014

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	17,969.02	92,854.92	82,750.00	(10,104.92)
112	CITY MANAGER	62,003.93	492,188.70	498,600.00	6,411.30
113	SERVICE AND FINANCE	72,918.54	747,343.90	760,700.00	13,356.10
114	LEGAL SERVICES	28,798.40	144,346.21	115,500.00	(28,846.21)
115	MUNICIPAL COURT	83,419.80	538,056.48	701,400.00	163,343.52
116	HUMAN RESOURCES	20,857.39	206,604.16	213,800.00	7,195.84
117	INFORMATION TECH	52,110.76	492,601.24	482,000.00	(10,601.24)
118	CITY PROSECUTION	<u>29,126.46</u>	<u>295,866.52</u>	<u>307,000.00</u>	<u>11,133.48</u>
	Total Administration	367,204.30	3,009,862.13	3,161,750.00	151,887.87
121	POLICE-ADMINISTRATIVE	224,501.75	1,553,582.62	1,556,500.00	2,917.38
122	POLICE-INVESTIGATIONS	85,103.30	825,986.76	818,750.00	(7,236.76)
123	POLICE-PATROL	330,391.39	3,387,889.11	3,376,250.00	(11,639.11)
124	POLICE-SUPPORT SERVICES	162,152.05	1,293,342.83	1,284,500.00	(8,842.83)
125	POLICE-ANIMAL CONTROL	<u>16,310.77</u>	<u>232,659.05</u>	<u>231,250.00</u>	<u>(1,409.05)</u>
	Total Police	818,459.26	7,293,460.37	7,267,250.00	(26,210.37)
131	PUBLIC WORKS-PLANNING,COMM	35,891.62	312,401.94	356,500.00	44,098.06
132	PUBLIC WORKS-ENGINEERING	19,469.13	205,853.02	242,350.00	36,496.98
133	PUBLIC WORKS-STREET MAINT	129,801.86	1,438,219.25	1,465,750.00	27,530.75
134	PUBLIC WORKS-INSPECTIONS	73,794.48	349,477.97	420,615.00	71,137.03
135	PUBLIC WORKS-PARKS	<u>99,467.28</u>	<u>877,226.28</u>	<u>887,000.00</u>	<u>9,773.72</u>
	Total Public Works	358,424.37	3,183,178.46	3,372,215.00	189,036.54
141	ZOO-ADMINISTRATIVE	41,124.14	440,746.04	443,500.00	2,753.96
142	ZOO-MAINTENANCE DIVISION	25,838.67	333,140.77	347,500.00	14,359.23
144	ZOO-ANIMAL DIVISION	<u>178,472.84</u>	<u>1,161,477.59</u>	<u>1,195,250.00</u>	<u>33,772.41</u>
	Total Zoo	245,435.65	1,935,364.40	1,986,250.00	50,885.60
151	FIRE-ADMINISTRATIVE	43,567.09	303,927.40	300,750.00	(3,177.40)
152	FIRE-OPERATIONS	250,369.78	2,576,554.84	2,649,700.00	73,145.16
153	FIRE-VOLUNTEERS	<u>209.18</u>	<u>5,519.68</u>	<u>22,000.00</u>	<u>16,480.32</u>
	Total Fire	294,146.05	2,886,001.92	2,972,450.00	86,448.08
161	CEMETERY-OPERATIONS	57,274.61	487,573.20	527,500.00	39,926.80
171	CAPITAL IMPROVEMENT	389,963.15	1,720,974.77	1,672,845.00	(48,129.77)
181	EMPLOYEE BENEFITS	0.00	167,385.00	167,385.00	0.00
	Total Expenses	<u>2,530,907.39</u>	<u>20,683,800.25</u>	<u>21,127,645.00</u>	<u>443,844.75</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 12/1/2014 Through 12/31/2014

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,573,833.74	30,283,478.31	28,500,000.00	1,783,478.31
3110.01	COLLECTIONS-COIN BOX	(699.24)	(1,017.27)	250.00	(1,267.27)
3118	CONNECT FEES	3,538.75	95,894.98	75,000.00	20,894.98
3150	IDENTIFIED LONG/SHORT	(64.23)	(4,187.23)	0.00	(4,187.23)
3151	UNIDENTIFIED LONG/SHORT	(38.48)	200.14	0.00	200.14
3154	INSUFFICIENT FUNDS CHECKS	(1,171.87)	(4,411.43)	0.00	(4,411.43)
3155	RETURNED CHECK CHARGE	500.00	4,735.00	3,971.00	764.00
3185	PENALTIES	0.00	73,777.98	100,000.00	(26,222.02)
3201	REIMBURSE-DEVELOPER	0.00	27,007.75	65,000.00	(37,992.25)
3435	INTEREST INCOME	41.78	3,053.04	5,000.00	(1,946.96)
3476	REIMBURSE-DAMAGE PAYMENTS	0.00	1,911.61	0.00	1,911.61
3492	SALES TAX	94,294.63	1,044,505.56	1,100,000.00	(55,494.44)
3600	MISCELLANEOUS	<u>1,162.35</u>	<u>2,341.37</u>	<u>10,000.00</u>	<u>(7,658.63)</u>
	Total Electric	2,671,397.43	31,527,289.81	29,859,221.00	1,668,068.81
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	280,144.13	2,904,161.57	2,830,000.00	74,161.57
3185	PENALTIES	0.00	80,208.52	80,000.00	208.52
3195	RECYCLING SALES	5,263.30	50,885.45	30,000.00	20,885.45
3435	INTEREST INCOME	267.40	1,515.07	1,300.00	215.07
3515	FUEL TAX REFUND	<u>0.00</u>	<u>0.00</u>	<u>519.00</u>	<u>(519.00)</u>
	Total Solid Waste	285,674.83	3,036,770.61	2,941,819.00	94,951.61
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	19,651.59	208,544.21	207,100.00	1,444.21
3435	INTEREST INCOME	<u>0.00</u>	<u>250.31</u>	<u>356.00</u>	<u>(105.69)</u>
	Total Drainage Utility	19,651.59	208,794.52	207,456.00	1,338.52
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	243,879.11	2,537,575.99	2,650,000.00	(112,424.01)
3103	COLLECTIONS-WATER	402,164.78	4,384,956.63	4,300,000.00	84,956.63
3118	CONNECT FEES	1,260.00	15,612.68	18,000.00	(2,387.32)
3120	COUNTY SEWER FEES	4,231.28	110,814.80	112,000.00	(1,185.20)
3130	FIRE LEG FEES	0.00	15,005.00	15,000.00	5.00
3185	PENALTIES	22,958.51	97,117.05	120,000.00	(22,882.95)
3201	REIMBURSE-DEVELOPER	1,800.00	49,935.32	15,000.00	34,935.32
3225	SALE OF MATERIAL	704.33	11,996.65	15,000.00	(3,003.35)
3228	SEWER MAINTENANCE FEES	832.00	4,148.00	4,035.00	113.00
3229	SEWER TANK FEES	18,543.76	136,578.50	125,000.00	11,578.50
3257	WATER TANK SALES	6,369.00	60,999.29	40,000.00	20,999.29
3260	WATER TAP FEES	4,783.49	86,037.92	30,000.00	56,037.92
3494	TAX-WATER CONSUMPTION	3,750.35	53,767.17	65,000.00	(11,232.83)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	10,232.50	25,086.73	10,000.00	15,086.73
4010.20	TRANSFER-WTR SYS MAINT RESV	435,000.00	435,000.00	435,000.00	0.00
4010.21	TRANSFER-WASTEWTR R&R RESV	<u>100,000.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>0.00</u>
	Total Water and Wastewater	<u>1,256,509.11</u>	<u>8,124,631.73</u>	<u>8,054,285.00</u>	<u>70,346.73</u>
	Total Income	<u>4,233,232.96</u>	<u>42,897,486.67</u>	<u>41,062,781.00</u>	<u>1,834,705.67</u>

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

STAFF REPORT

**GC2014-01: Rezoning from “A” Agricultural District to “R-1” Single Family Residential District,
3201 E. Spruce Street, Garden City, KS**

GENERAL INFORMATION

Date:	January 21, 2015	Jurisdiction:	Garden City
Owner:	Iglesia Pentecostal Unida Hispana Inc		
Applicant:	Jose Arias		
Requested Action:	Rezoning from “A” Agricultural District to “R-1” Single Family Residential District		
Purpose:	Rezone the property to build a new church.		
Location address:	3201 E Spruce Street, Garden City, KS		
Comprehensive Plan:	Proposed land use is consistent with the Comprehensive Plan		
Sites Existing Zoning:	“A” Agricultural District		
Surrounding Zoning:	North “R-2” Single Family Residential and “PF” Public Facilities Districts South “R-1” Single Family Residential District East “R-1” Single Family Residential District West “R-3” Multiple Family Residential District		
Land Area:	Contains 2.00 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The applicant would like to rezone this property to build a new church building.
2. A church building is a permitted use in the “A” Agricultural District, however the lot is non-conforming due to its size, thus the need for the rezone.
3. There is no conflict with the Comprehensive Plan for the City, as it shows this property as ‘Up to 2 Families’ residential potential.
4. It should be noted that the parcel lies within the floodplain, and any development will need to adhere to all regulations pertaining to developing within the floodplain.

RECOMMENDATION

Staff Recommends approval of rezoning the property to “R-1” Single Family Residential.

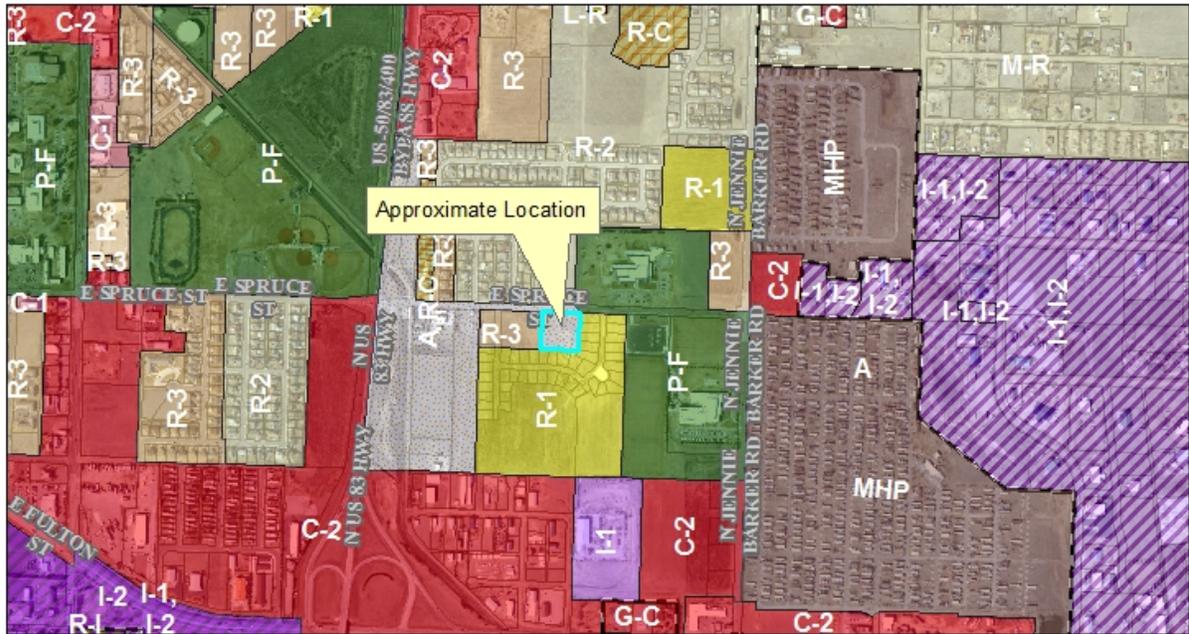
PLANNING COMMISSION RECOMMENDATION: On January 15, 2015 the Planning Commission recommended approval of the rezoning.

Members Present- 6

Yea vote- 6

Nay vote- 0

Figure 1



Case Number: GC2015-01
Applicant: Jose Arias
Address: 3201 E. Spruce
Request: Rezone "A" to R-1"



Figure 2: View of the property from Spruce Street looking south.



Figure 3: View of the property from the property's northeast corner looking southwest.



Figure 4: View of the property from the property's northwest corner looking east.



Figure 5: View of the property to the north.



Figure 6: View of the property to the northeast.



Figure 7: View of the property to the northwest.



ORDINANCE NO. _____-2015

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "A" AGRICULTURAL DISTRICT TO "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP BUT ONLY TO THE EXTENT AS AMENDED IN THIS ORDINANCE; 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 below described real property is hereby rezoned from "A" Agricultural District to "R-1" Single Family Residential District and the boundary of the "R-1" Single Family Residential District is amended to include the below described real property:

A parcel of land located in the North Half (N/2) of the Southeast Quarter of Section 16, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, being further described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 16, Township 24 South, Range 32 West,

Thence North 89°44'00" East (an assumed bearing) on the quarter section line for a distance of 1,316.96 Feet; to the Northeast corner of the Northwest Quarter of the Southeast Quarter

Thence South 00°06'18" West on the sixteenth line for a distance of 30.00 Feet to a point on the South right of way line of Spruce Street, said point also being the POINT OF BEGINNING;

Thence continuing South 00°06'18" West for a distance of 295.16 Feet;

Thence North 89°44'00" West for a distance of 295.16 Feet;

Thence North 00°16'18" East for a distance of 295.16 Feet to a point on the South right of way line of Spruce Street;

Thence South 89°44'00" East on said right of way line of Spruce Street for a distance of 295.16 Feet to the POINT OF BEGINNING. EXCEPT: All oil, gas, water and or minerals.

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. All sections of the Zoning Ordinance, Zoning Regulations, and District Zoning Map not specifically amended herein, shall remain in full force and effect.

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 3rd day of January, 2015.

ROY CESSNA, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



Memo

To: Garden City Commission
 From: Kaleb Kentner
 CC: File
 Date: January 21, 2015
 Re: GC2015-04, Amend Section 2.030 to define "Accessory Living Quarters", to amend Section 32.030 and Section 33.030 to allow for living quarters in the "AO", Airport Operations District, and the "AI", Airport Industrial District as a conditional use.

ISSUE: To amend Section 2.030 to define "Accessory Living Quarters", to amend Section 32.030 and Section 33.030 to allow for Accessory Living Quarters in the "AO", Airport Operations District, and the "AI", Airport Industrial District as a conditional use.

BACKGROUND: Rachelle Powell, Director of Aviation, at the Garden City Regional Airport has requested this amendment to the Garden City Zoning Regulations to allow for living quarters in the Airport Operations and the Airport Industrial Districts to accommodate the need for overnight amenities for business located at or near the Garden City Regional Airport. Rachelle has expressed the needed overnight amenities for security, or night watchmen, emergency responder personnel, and traveling airline pilots, and other similar personnel.

The Airport Advisory Board is most comfortable with Accessory Living Quarters as a conditional use in the "AO", Airport Operations and the "AI" Airport Industrial Districts. Allowing Accessory Living Quarters as a conditional use in the two airport zones allows for additional conditions may be placed on the properties as they are brought before the Board of Zoning Appeals. The proposed changes are shown below:

The amended Section 2.030 would read:

2.030 DEFINITIONS. For the purpose of this Zoning Regulation, certain terms or words used herein shall be interpreted or defined as follows, unless the contents clearly indicate otherwise:

2. **Accessory Living Quarters** – Living quarters within a building that is used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

The amended Section 32.030 (CONDITIONAL USE) would read:

32.030 CONDITIONAL USES. The following uses and structures may be permitted in the "A-O" District only after they have been reviewed and approved as required by Article 29.

- (A) **Accessory Living Quarters**

The amended Section 33.030 (CONDITIONAL USE) would read:

33.030 CONDITIONAL USES. The following uses and structures may be permitted in the "A-I" District only after they have been reviewed and approved as required by Article 29.

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



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

(A) Accessory Living Quarters

ALTERNATIVES: The City Commission may recommend

1. Approval of the amendment as a conditional use in the Airport Operations and the Airport Industrial Districts as written.
2. Approval of the amendment with changes.
3. Against approval of the amendment.

STAFF RECOMMENDATION: Staff recommends approval of this amendment as it is written with Accessory Living Quarters as a conditional use in the Airport Operations and the Airport Industrial Districts.

PLANNING COMMISSION RECOMMENDATION: Planning Commission recommended approval of the changes as written on January 15, 2015.

Present - 6
Yea - 6
Nay - 0

ORDINANCE NO. _____-2015

AN ORDINANCE REGULATING ARTICLE 2: DEFINITIONS, THE "AO" AIRPORT OPERATIONS DISTRICT AND THE "AI" AIRPORT INDUSTRIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION SECTIONS 2.030, 32.000 AND 33.000; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030, 32.000, AND 33.000; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 2.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to define the following:

2.030 DEFINITIONS. For the purpose of this Zoning Regulation, certain terms or words used herein shall be interpreted or defined as follows, unless the contents clearly indicate otherwise:

1. Accessory Building or Use - A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land. (See Article 21.)
2. Accessory Living Quarters – Living quarters within a building that is used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.
3. Agricultural Uses - Farming operation including, dairying, agriculture, horticulture, viticulture, animal and poultry husbandry, including the structures necessary for carrying out farming operations. So long as such land and structures are used for such purposes, the regulations do not apply. The term agriculture as used in this Zoning Regulation shall not include commercial feed lots as defined by K.S.A. 47-1501.
4. Alley - A public or private thoroughfare which affords only a secondary means of access to property abutting thereon.
5. Alteration - Alteration, as applied to a building or structure, is a change or rearrangement of the structural parts of any building or structure, or the enlargement of an existing building or structure by extending said building or structure to cover more of the lot area, by increasing the height or by moving said structure from one location or position to another.
6. Amateur - Means any individual holding a valid Federal Communications Commission Amateur Radio License.
7. Animal Hospital or Clinic - Any building or structure designed for examination, observation,

treatment, board, or care of domestic animals by a doctor of veterinary medicine.

8. Antenna - Means any structure or device used for the purpose of collecting or transmitting, electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.
9. Apartment - (See Dwelling, Multiple Family).
10. Automobile and Trailer Sales Area - An open area, other than a street, alley, or other public way or open space, used for the display and/or sales of new or used automobiles or trailers, and where no repair work is done except for minor repair of automobiles or trailers to be displayed and/or sold on the premises.
11. Automobile Wrecking and Salvage Yards - A lot, plot, or parcel of land where three (3) or more motor vehicles, not in operating condition, are collected and/or stored for the purpose of processing parts for sale.
12. Board - Board of Zoning Appeals (BZA).
13. Boarding House - A building other than a hotel, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.
14. Buildings - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property. When a structure is divided into separate parts by un-pierced walls, from the ground up, each part is deemed a separate building.
15. Building Height - The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of the top story of a flat roof to the deck line of a mansard roof, and to the average height between the plat and ridge of a gable, hip, or gambrel roof.
16. Building Line - A line established, in general by plat or elsewhere in this ordinance parallel to the front street line between which no building or portion thereof shall project except as otherwise provided in this Zoning Regulation.
17. Building Main - A building or structure in which is conducted the principal use of the lot or group of lots on which it is located.

18. Canopy or Marquee - A roof-like structure, which may project or be separate from a building for the purpose of protection to pedestrians from the weather and in which no retail sales or business operation is performed, without special permit from the Governing Body.
19. Channel - Shall mean the geographical area within the natural or artificial banks of a watercourse required to convey continuously or intermittently flowing water.
20. Clinic, Dental or Medical - A building in which a group of physicians, dentists, or allied professional assistants are associated for the purpose of carrying on their profession. The clinic may include a dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.
21. Condominium - Means a building containing two (2) or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the State Apartment Ownership Act. See K.S.A. 58-3102 for complete definition.
22. Convenience Store - Any building or premises used for the sale of food and other items as a "quick-service food/sundry store" which may include the dispensing of gasoline and oil but which does not provide automotive maintenance or repair services.
23. Court - An area enclosed or partially enclosed on not more than three (3) sides by exterior walls, building, or group of buildings and lot lines on which walls are allowable, with one side or end open to a street, driveway, alley, or yard.
24. Curb Level - The officially established grade of the curb in front of the mid-point of the lot.
25. Licensed Day Care Home - Means the premises in which care is provided for a maximum of ten (10) children under sixteen (16) years of age with limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(e)(1). This total includes children less than eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
26. Child Care Center - Means a non-residential facility in which care and educational activities are provided for thirteen (13) or more children two (2) weeks to sixteen (16) years of age for more than three (3) hours and less than twenty-four (24) hours per day including day time, evening, and nighttime care, or which provides before and after school care for school-age children. A facility may have fewer than thirteen (13) children and be licensed as a center if the program and building meet child care center regulations.

27. Group Day Care Home - Means the premises located in a single family dwelling unit where care is provided by two (2) providers, one of whom shall be a bona-fide resident of the, dwelling unit, in which care is provided for a maximum of twelve (12) children under sixteen (16) years of age with a limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(f)(1). This total includes children under eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
28. District - A section or sections of Garden City, Kansas for which the regulations governing the use of, the height of, and area of buildings and premises are uniform.
29. Dock (Loading) - A structure of which its height and primary purpose is to facilitate the loading and unloading of cargo and transportation vehicles.
30. Drainage Course (Water Course) - Any natural depression, draw, or ravine which directs and facilitates the flow of water.
31. Drive - A Private right-of-way which affords principle means of vehicular access to or through a mobile home park, and which is owned and maintained by the owner or operator of the park.
32. Dwelling - Any building designed or used for residential purposes.
33. Dwelling, Single-Family - A building designed for or occupied exclusively by one family.
34. Dwelling Two-Family - A building designed for or occupied exclusively by two (2) families.
35. Dwelling, Multiple Family - A building, or portion thereof designed for or occupied by three (3) or more families, but which may have joint services or facilities for more than one family.
36. Easement - A portion or strip of land which is part of a lot, parcel tract which has been reserved or dedicated for specific use for access of persons, utilities, or services.
37. Exception - An exception shall always mean the allowance of otherwise prohibited use within a given district, such use and conditions by which it may be permitted being clearly and specifically stated within these Zoning Regulations, and the allowance being granted by conditional use permit from the Board of Zoning Appeals.
38. Educational Institution - A college, university, or incorporated academy providing general

academic instruction equivalent to the standards prescribed by the State Board of Education.

39. Fabrication - That part of manufacturing which relates to stamping, cutting, or otherwise shaping processed materials into objects and may include the assembly of standard component parts, but does not include extracting, refining, or other initial processing of basic raw materials.

40. Facade - That portion of a building facing public street right-of-way.

41. Family - The word "family" shall be two (2) or more persons related by blood, marriage, or adoption living together in a dwelling unit. For the purpose of this Title, paying tenants in excess of two (2) shall be considered as boarders or roomers, and the building in which they abide shall be considered as a boarding, or rooming house.

42. Feed Lot - The use of land for commercial dry lot livestock feeding operations where any number of livestock or poultry is confined in a concentrated area for the distinct purpose of meat, milk, or egg production, where the livestock or poultry are fed at the place of confinement and crop or foliage is not sustained in the area of confinement. Also included are any feeding endeavors which are operated on a contract basis. Not included in this definition are farm feeding operations which are an agricultural endeavor used for personal need, income supplement, and are a seasonal operation. Also not included are pasturing and grazing operations.

43. Fence - A free-standing structure of metal, masonry, glass, or wood or any combination thereof resting on or partially buried in the ground and rising above ground level and used for confinement, screening, or partition purposes.

44. Flood - Shall mean an overflow of water onto lands not normally covered by water. Floods have two (2) essential characteristics: The inundation of land is temporary, and the land is adjacent to and inundated by overflow from a watercourse, or lake, or other body of standing water.

45. Floodplain - Shall mean the land adjacent to a watercourse subject to inundation from a flood having a chance occurrence in any one year of one percent (1%).

46. Floodway - Shall mean the channel of a watercourse and that portion of the adjoining floodplain required to provide passage of a 100-year flood with an insignificant increase in flood stage, above that of natural conditions. The limits of the floodway, as designated by order of the Planning Commission are delineated on the official zoning map and the attachments to it.

47. Floodway Fringe Area - Shall mean the area between the limits of the floodway and the floodplain of the 100-year flood.
48. Floor Area - For computing off-street parking requirements, the floor area shall mean the gross floor area used or intended to be used by the owner or tenant for service to the public as customers, patrons, or clients including areas occupied by fixtures and equipment used for display. It shall not include areas used principally for maintenance of the building, rest room, or utility rooms.
49. Frontage - All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
50. Frozen Food Locker - A facility or structure where livestock is slaughtered and prepared for distribution to butcher shops or retail sales establishments such as grocery stores. A frozen food locker is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, storage, or sale of the product on the premises.
51. Garage Private - An accessory building designed or used for the storage of motor-driven vehicles owned and used by the occupant of the building to which it is an accessory.
52. Garage, Public - A building or portion thereof other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor driven vehicles.
53. Garage, Storage - A building or portion thereof designed or used exclusively for housing four (4) or more motor-driven vehicles, other than truck and commercial vehicles, pursuant to previous arrangements and not to transients, and at which no auto fuels are sold and no motor vehicles are equipped, repaired, hired, or sold.
54. Grade
- (A) For buildings having walls adjoining one street only, the elevation of the curb at the center of the wall adjoining the street.
- (B) For buildings having walls, adjoining more than one street, the average of the elevation of the curb at the center of all walls, adjoining the streets.
- (C) For buildings having no wall adjoining the street, the average level of the finished surface

of the ground adjacent to the exterior walls of the building.

- (D) Any wall approximately parallel to and not more than five (5) feet from a street line is to be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the City Engineer.
55. Height, Tower - shall be determined by measuring the vertical distance from the tower's point of contact with the ground or structure to the highest point of the tower. All antennas or other attachments shall not exceed ten (10) feet above the tower and shall not be included into the tower height measurement.
56. Home Occupation - The term "Home Occupation" shall mean any occupation conducted entirely within the dwelling unit and carried on only by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold - except those which are produced on the premises. (See Article 26).
57. Hotel - A building used as an abiding place on a daily or weekly basis for transient persons who, for compensation, are lodged with or without meals, whether such establishments are designated as a hotel inn, automobile court, motel, motor inn, motor, lodge, tourist cabin, tourist unit, or otherwise.
58. Institutional Home - A place where the specialized care of babies, children, pensioners, or older people - and those under care for drug or alcohol abuse, is provided, except those for correctional or mental cases. An Institutional Home shall in no way be interpreted to mean a Day Care Center.
59. Institutional Use - Shall include civic, service and fraternal organization buildings; cultural facilities; child care centers; dormitories; schools; group homes; nursing homes, rest homes and homes for the aged; government buildings; health institutions; religious institutions; stadiums, arenas and civic centers.
60. Junk Yard - A parcel of land used for the storage, keeping for sale, or abandonment of junk, including used metal, wood, building materials, household appliances, vehicles, machinery, or parts thereof.
61. Landscaping - The improvement of a lot, parcel or tract of land with grass, shrubs, and/or trees. Landscaping may include pedestrian walks, flowerbeds, ornamental objects such as fountain, statuary or other similar, natural, and artificial objects, designed and arranged to produce an aesthetically pleasing effect.

62. Lodging House - A building or place where lodging is provided or which is equipped regularly to provide lodging, by prearrangement for definite periods, for compensation, for three (3) or more persons in contradistinction to hotels open to transients.
63. Lot - A parcel of platted land occupied or intended for occupancy by one main building, together with its accessory buildings, including the open spaces required by this Zoning Regulation.
64. Lot, Corner - A lot abutting upon two (2) or more streets at their intersection.
65. Lot Depth of - The mean horizontal distance between the front and rear lot lines.
66. Lot, Double Frontage - A lot having a frontage on two (2) nonintersecting streets as distinguished from a corner lot.
67. Lot Line - Any line bounding a lot or separating one lot from another.
68. Lot of Record - A lot which is a part of a subdivision, the map of which has been recorded in the Office of the Register of Deeds of Finney County, Kansas.
69. Manufacture - Any method of processing, developing, fabricating, or assembling; either raw materials, semi-finished materials, or parts into a semi-finished or finished product.
70. Manufactured Home - "Manufactured Home" means a structure which:
- (A) Is transportable in one or more sections which, in the traveling mode is 8 body feet or more in width or 40 body feet in length, or, when erected on site, is 320 or more square feet and which is built on a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
 - (B) Is subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403.
71. Minimum Building Elevation - Shall mean the elevation to which uses regulated by this regulation are required to be elevated or flood proofed. This elevation would be equal to the elevation that could be reached by the 100-year flood if it occurred under the conditions existing at the time this regulation was passed, plus one foot to allow for encroachments

permitted, by the establishment of a floodway.

72. Non-Conforming Mobile Home - Shall mean a structure which:
- a. Is transportable in one or more sections which, in traveling mode, is 8 body feet or more in width and 36 body feet or more in length and is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
 - b. Is not subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403
73. Manufactured Home Park - A tract of land containing suitable drives, utilities, and other supporting elements, and devoted to the sole purpose of accommodating, on lease or rental basis, mobile homes, or manufactured homes, located therein permanently or semi-permanently.
74. Manufactured Home Space - That area of land within a manufactured home park set aside for use as a site for one manufactured home, including the open spaces around said home. As are required in this Zoning Regulation.
75. Manufactured Home, Double Wide - A manufactured or modular home which when assembled on the site has a width of not less than twenty-four (24) feet.
76. Manufactured Home Single Wide - Any residential structure assembled in total or in sections other than at the site of intended location and transported to such site.
77. Manufactured Home Subdivision - A subdivision developed for the purpose of selling individual lots on which manufactured homes or modular homes may be located.
78. Modular Home - Shall mean a structure which is:
- a. Transportable in one or more sections; and
 - b. Not constructed on a permanent chassis; and
 - c. Designed to be used as a dwelling on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and

- d. Certified by its manufacturer as being constructed in accordance with a nationally recognized building code.
79. Natural Obstruction - Shall mean any rock, tree, gravel, or related natural matter that is an obstruction and has been located within the floodway by a non-human cause.
80. (Reserved)
81. Non-Conforming Use - Same; existing uses; alterations; exception.
- i. Reasons adopted herein shall not apply to the existing use of any building or land, but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted. If a building is damaged by more than 50% of its fair market value such building shall not be restored if the use of such building is not in conformance with the regulations adopted.
 - ii. Exception for flood plain regulations in areas designated as a flood plain, regulations adopted by the City pursuant to K.S.A.12-715b, and amendments thereto, shall not apply to the use of land for agriculture purposes so long as such land, and buildings are used for agricultural purposes and not otherwise.
82. Obstruction - Shall mean artificial obstructions, such as any dam, wall, wharf, embankment, levee, dike, pile, abutment, excavation, channel rectification, bridge, conduit, culvert, building, structure, wire, fence, rock, gravel, refuse, fill, or other related structures or matter in, along, across, or projecting into any floodway which may impede, retard, or change the direction of the flow of water, or increase the flood height, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry the same downstream to the damage or detriment of either life or property.
83. Parking Space - An area surfaced with concrete, bituminous, or similar permanent surface, for the purpose of storing one parked automobile. For the purpose of this Zoning Regulation, one parking space shall have a minimum width of (9) feet and a minimum length of twenty (20) feet. In computing off-street parking, additional space shall be required, off-street, for access drives to each parking space.
84. Pasturage or Pasture - Shall be defined as land or a plot of land used for the grazing, feeding, and confinement of livestock.

85. Person - A person shall be understood in its broadest legal sense, including person, partnership, a company, corporation, or any other organized or unorganized group of persons acting together.
86. Planning Commission - The Holcomb-Garden City-Finney County Area Planning Commission.
87. Portable Storage Unit- An accessory structure that has been a wheeled vehicle, or a portion of a wheeled vehicle, or a metal container of any kind. This transportable unit is designed and used for the storage of retail merchandise, household goods, personal items, construction materials, supplies and non-hazardous materials.
88. Preschool - A non-residential facility which provides experiences for children who have not attained the age of eligibility to enter kindergarten and who are thirty (30) months of age or older; conducts sessions not exceeding three (3) hours per session; which does not enroll any child more than one session per day, and which does not serve a meal. (Ord. #1736, 7/8/91)
89. Professional Office - Any building used by one or more persons engaged in the practice of law, architecture, engineering, medicine, or in the business of real estate broker or agent.
90. Public Utility - Any business the purpose of which is to furnish to the general public:
- a. Telephone Service
 - b. Telegraph Service
 - c. Electricity
 - d. Natural Gas
 - e. Water
 - f. Transportation of Persons
 - g. Solid Waste Disposal

- h. Wastewater Treatment Plant
 - i. Any other business so affecting the public interests to be subject to the supervision or regulation by any agency or the State.
 - j. Community closed circuit telecast
91. Restaurant – Any eating establishment in which the primary function is the preparation and serving of food and beverages on the premises and whose sale of cereal malt beverages or alcoholic liquor accounts for less than 50% of its gross receipts in sales.
92. Right-of-Way - A strip of land between property lines, dedicated to the public or private interest, which is intended for use as an alley, crosswalk, court, place, road, street, thoroughfare, or utility easement.
93. Residential Designed Manufactured Home - A manufactured home on a permanent foundation which has a minimum dimension of twenty-two (22) feet in body width, a pitched roof and siding and roofing material which are customarily used on site-built homes.
94. Rooming House - Any dwelling in which more than three (3) persons either individually or as families are housed or lodged for hire, with or without meals.
95. Service Station - Any building or premises used for the purpose of dispensing, sale, or offering for sale at retail of any automobile fuels or oils, when the dispensing, sale, or offering for sale is incidental to the conduct of a public garage, the premises are classified as a public garage.
96. Setback - The minimum horizontal distance between the property line and the building line.
- a. Front Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
 - b. Rear Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
 - c. Side. Yard - shall be determined from the eave overhang.

97. Sidewalk - A hard surfaced walk for pedestrians at the side of a street. (All sidewalks will be constructed as specified in the Garden City Sidewalk Hand Book of 1978).
98. Sign - See Article 23, Section 23.020 of this Zoning Regulation for definitions.
99. Story - That portion of a building, other than a basement or cellar, included between the surface of any floor and surface of the floor next above it, if there be no floor above it, then the space between the floor and the ceiling next above it.
100. Story, Half - A space under a sloping roof which has the fine intersection of roof decking and wall face not more than three (3) feet above the top floor level and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half-story containing independent living quarters shall be counted as a full story.
101. Street - A right-of-way, dedicated to the public use, which provides principle vehicular and pedestrian access to adjacent properties.
102. Street Classification
- a. Arterial - A street which provides for through traffic movement between and around areas and across the City, with direct access to abutting property; subject to necessary control of entrances, exits, and curb uses.
 - b. Collector - A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
 - c. Local - A street which provides for direct access to abutting land and for local traffic movement whether in business, industrial or residential areas.
103. Street Line - A dividing line between a lot, tract, or parcel of land and the contiguous street.
104. Structure - Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, but not including fences.
105. Structural Alterations - Any change in the supporting members of a building such as, bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Zoning Regulation the following shall not be

considered structural alterations:

- a. Attachment of a new front where structural supports are not changed and that does not encroach beyond building line.
- b. Addition of fire escapes where lintels supports are not changed.
- c. New, windows where lintels and support walls are not materially changed.
- d. Minor repair or replacement of non-structural members.

106. Tavern/Class A Club/Class B Club/Private Club/Night Club/Fraternal Lodge/ Drinking Establishment/Lodge - Any establishment that meets at least one of the following:

- a. Any establishment whose primary function is the sale and on-site consumption of cereal malt beverages or alcoholic liquor.
- b. Any establishment whose sale of cereal malt beverages or alcoholic liquor accounts for more than 50% of its gross receipts in sales.
- c. A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, for the exclusive use of the corporate stockholders, partners, trust beneficiaries, associates, members, and their families and guests accompanying them.
- d. A premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.
- e. A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for consumption of food or any beverage and for entertainment.

107. Townhouse - Means one single-family townhouse residential unit which may be joined together with at least one additional single-family townhouse residence by a common wall or walls, and/or roof and/or foundation: Provided, however, that in any event, the term "townhouse" shall not mean a condominium as defined in K.S.A. 58-3102.

108. Tower - Means any ground or structure-mounted pole, spire, structure, or combination thereof taller than 15 feet including supporting lines, cable, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.
109. Tower, Multi-User - means a tower to which is attached the antennas of the more than one commercial wireless telecommunications service provider or governmental entity.
110. Tower, Single-User - means a tower to which is attached only the antennas of a single-use, although the tower may be designed to accommodate the antennas of multiple users as required by this Code.
111. Tract - An area or parcel of land other than a lot of record described and recorded in the Office of the Register of Deeds of Finney County as a single parcel of land under individual ownership.
112. Trailer - Any structure used for living, sleeping, business, or storage purposes, having no foundation other than wheels blocks, skids, jacks, horses, or skirting and which has been, or reasonably may be, equipped with wheels or other devices for transporting the structure from place to place, whether by motor power or other means. The term "Trailer" shall include recreational vehicles.
113. Trailer Park - Means a tract of land containing sites for the overnight or short term parking of two (2) or more camping trailers. Camping trailers may be parked in a camp-ground or camper park provided such camp area is in conformance with the codes and ordinances of the City.
114. Trailer, Advertising - A trailer, as defined above, but carrying, or having attached thereto, a sign, billboard, or other media for advertising purposes, such advertising being the purpose and use of the trailer.
115. Trailer, Camping - A trailer, as defined above, and equipped with an enclosure for sleeping while on vacation, or other trips of short duration. Such camping trailers may also contain cooking, bath, and sanitary equipment. Size and furnishing of such camping trailers may vary widely, but in no case shall they be considered structures for residential use of a temporary or permanent nature, for purposes of this Zoning Regulation.
116. Trailer, Hauling - A trailer, as defined above, and designed and normally used for over-the-road transporting of belongings, equipment, merchandise, livestock, and other objects, but not equipped for human habitation.

117. Transitional Supportive Housing- Housing with no limit on length of stay, that provides shelter for domestic violence survivors and their dependent children, that provides safe housing coupled with supportive services to assist residents and walk-in clients by providing skill-specific services and support as needed.
118. Vision Clearance Area - A triangular area on a corner lot, which is formed by the street property lines and a line connecting them at points, twenty-five (25) feet from the intersection of the street lines. The vision clearance area shall contain no temporary or permanent obstructions in the excess of one (1) foot in height. Street trees may be permitted provided such trees are pruned at least eight (8) feet above the surrounding grade. At the intersection of major or arterial streets the vision clearance area is created by points forty (40) feet from the intersection of the property lines.
119. Watercourse - Shall mean any stream, arroyo, or drainway having a channel that serves to give direction to a flow of water.
120. Yard - A space on the same lot with a main building, open, unoccupied, and unobstructed by buildings or structures from the ground to the sky, except as otherwise provided in this Zoning Regulation.
121. Yard, Front (Primary Front) - A yard extending across the full width of the lot, the depth of which is the least distance between the street right-of-way line and the building setback line.
122. Yard, Secondary Front- A yard on a corner lot which fronts a public or private right-of-way but on which the building on the lot does not have a primary entrance; extending from the front line of the building to the rear line of the building.
123. Yard, Rear – A yard extending across the full width of the lot between the rear of the building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear line of such main building.
124. Yard, Side – A yard between the main building and the side lot line extending from the front yard lot line to the rear lot line. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line from the nearest part of the main building. (See Article 22, Supplemental Development Standards.)

SECTION 2. Section 32.000 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

ARTICLE 32

“AO” AIRPORT OPERATIONS DISTRICT

SECTIONS:

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

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

32.020 PERMITTED USES.

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

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

- (A) Accessory Living Quarters

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

SECTION 3.Section 33.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

ARTICLE 33

“AI” AIRPORT INDUSTRIAL DISTRICT

SECTIONS:

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

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

33.020 PERMITTED USES.

- (A) General Agriculture, excluding feedlots Terminal operations, to include related ticketing and office uses, baggage handling, and restaurants.

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

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

- (A) Accessory Living Quarters

SECTION 4. The Zoning Regulations for the City of Garden City, Kansas, Sections 2.030, 32.000, and 33.000 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 5. 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 3rd day of February, 2015.

ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL

City Counselor

STAFF REPORT

GC2014-05: Rezoning from "C-2" General Commercial District to "I-1" Light Industrial District, 1620 E Fulton Plaza, Garden City, KS

GENERAL INFORMATION

Date:	January 20, 2015	Jurisdiction:	Garden City
Owner:	Dao Anh Tran		
Applicant:	Dao Anh Tran		
Requested Action:	Rezoning from "C-2" General Commercial District to "I-1" Light Industrial District		
Purpose:	Rezone for light industrial purposes.		
Location address:	1620 Fulton Plaza, Garden City, KS		
Comprehensive Plan:	Proposed land use is consistent with the Comprehensive Plan		
Sites Existing Zoning:	"C-2" General Commercial District		
Surrounding Zoning:	North "C-2" General Commercial District South "I-2" Medium Industrial and "I-3" Heavy Industrial Districts East "C-2" General Commercial District West "I-2" Medium Industrial District		
Land Area:	Contains 2.52 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The applicant would like to rezone this property to allow for future light industrial purposes.
2. The applicant is currently in the process of a creating a new plat. The new lot to be created in the new plat will be 1620 Fulton Plaza, and is being considered in this rezoning request. For reference see Figure 1, and Figure 2. In Figure 1 the polygon in yellow is the proposed new lot being considered in this rezone. Please note that Figure 2 is the proposed lot split as of January 6, 2015. The lot split has not received final approval. Approval of this rezone is contingent upon the lot split receiving approval.
3. There is no conflict with the Comprehensive Plan for the City, as it shows this property as Industrial/Commercial potential.

RECOMMENDATION

Staff Recommends approval of rezoning the property to "I-1" Light Industrial District contingent upon the new plat receiving final approval.

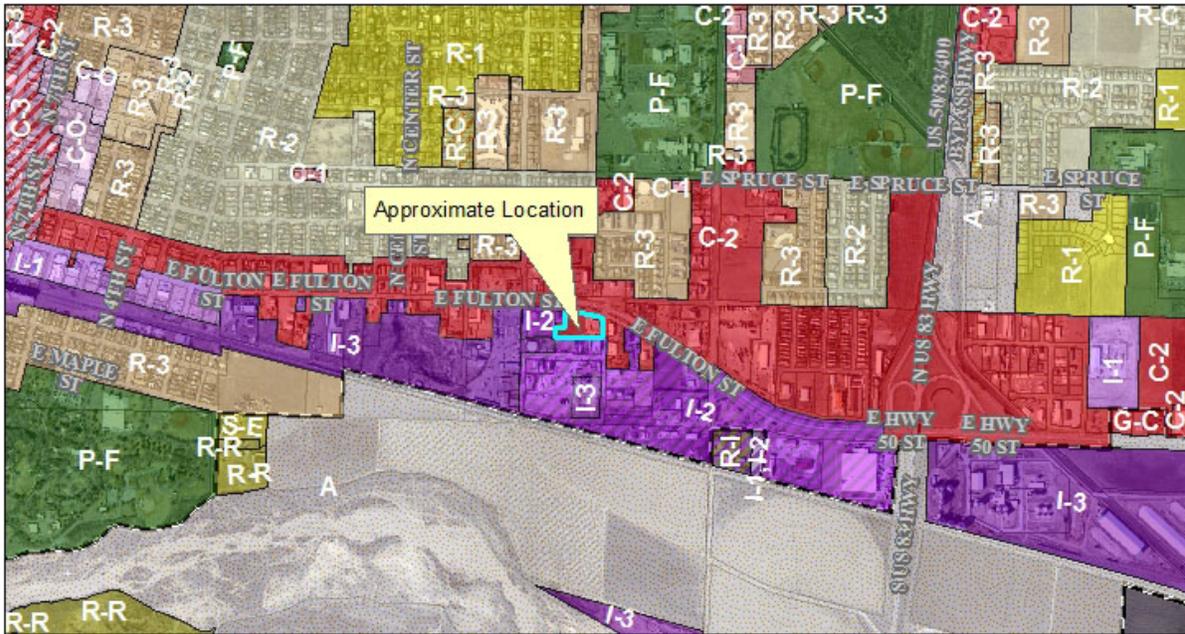
PLANNING COMMISSION RECOMMENDATION: On January 15, 2015 the Planning Commission recommended approval of the rezoning.

Members Present- 5

Yea vote- 5

Nay vote- 0

Figure 1



Case Number: GC2015-05
Applicant: Dao Anh Tran
Address: 1620 & 1624 E. Fulton Plz
Request: Rezone "C-2" to "I-1"



Figure 2: Proposed New Plat Drawing

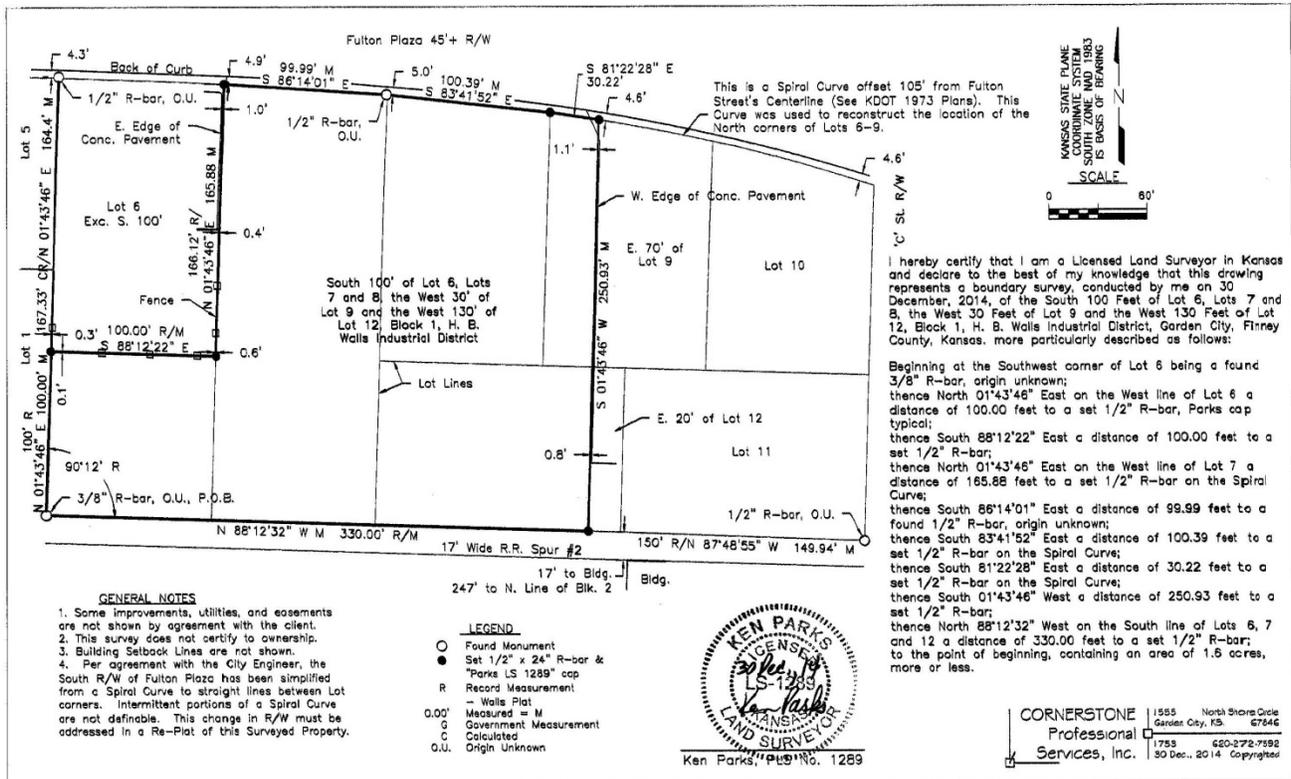


Figure 3: View of the property from Fulton Plaza looking south.



Figure 4: View of the property to the west.



Figure 5: View of the property to the east.



Figure 6: View of the property to the north.



Figure 7: View from the property looking northeast.



Figure 8: View of the property from the property's northeast corner looking southwest.



(Published in the Garden City Telegram on the _____ day of February, 2015)

ORDINANCE NO. _____-2015

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "I-1" LIGHT INDUSTRIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP BUT ONLY TO THE EXTENT AS AMENDED IN THIS ORDINANCE; 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 below described real property is hereby rezoned from "C-2" General Commercial District to "I-1" Light Industrial District and the boundary of the "I-1" Light Industrial District is amended to include the below described real property:

The south 100 Feet of Lot 6 and of Lots 7, 8, 9, 10, 11, and 12, Block 1, H. B. Walls Industrial District, Garden City, Finney County, Kansas.

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. All sections of the Zoning Ordinance, Zoning Regulations, and District Zoning Map not specifically amended herein, shall remain in full force and effect.

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 3rd day of February, 2015.

ROY CESSNA, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



MEMORANDUM

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: January 26, 2015
SUBJECT: Amending Maximum Speed Limits Ordinance

ISSUE:

Public Works requests approval of the amended Code of Ordinances, Section 86-14 which regulates the Maximum Speed Limits for the City of Garden City.

BACKGROUND:

On January 16, 2015, KDOT completed the changeover from 45 mph to 40 mph on Taylor Avenue from the drainage ditch north to the city limits. This change was identified in KDOT's traffic study during their Road Safety Audit which recommended lowering the speed limit to 40 mph. Typically, KDOT uses the 85th percentile when setting the posted speed limits on roads designated as city connecting links on the state highway system. The 85th percentile is the speed at which 85% of the traffic is moving at or below, up to the maximum legal speed. The official speed resolution was modified in October 2014.

RECOMMENDATION:

KDOT's authority and action on Taylor Avenue requires the City to update the Code of Ordinance, Section 86-14 which regulates the Maximum Speed Limits in the City. This request does not have alternatives.

FISCAL NOTE:

None

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



**KDOT
Speed Limit Change
From 45 to 40**

W MARY ST.

N 11TH ST

W FAIR ST.

N TAYLOR AVE

ORDINANCE NO. _____-2015

AN ORDINANCE REGULATING MAXIMUM SPEED LIMITS THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTION 86-14; REPEALING CURRENT CODE SECTION 86-14; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Section 86-14 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 86-14. Maximum Speed Limits – Designation.

In accordance with the provisions of Section 33 of the Standard Traffic Ordinance, as amended, K.S.A. 8-1559, and K.S.A. 8-1560, as amended, and as applicable to the designated streets, the following maximum speed limits are hereby established. Should a speed limit designated in this section be different than, or in conflict with, a maximum speed limit established in Section 86-2 of this code, amending Section 33 of the Standard Traffic Ordinance, this section shall control the maximum speed limit in effect on the designated street, as follows:

- (1) Main Street (US 83B, US 50B/83B): Forty (40) miles per hour beginning at the actual south city limits and extending northerly for approximately 0.27 mile to the beginning of the four-lane pavement; thirty (30) miles per hour from the beginning of the four-lane pavement northerly for approximately 0.25 mile to a point fifty (50) feet north of the centerline of Santa Fe Street, and twenty (20) miles per hour from a point fifty (50) north of the centerline of Santa Fe Street northerly through the business district.
- (2) Fulton Street (US 50B): Forty-five (45) miles per hour beginning at the east city limits and extending westerly for approximately 1.4 miles to a point seven hundred ninety-two (792) feet east of the centerline of Campus Drive; forty (40) miles per hour from a point seven hundred ninety-two (792) feet east of the centerline of Campus Drive westerly for approximately 0.55 miles to a point seventy-two (72) feet east of the centerline of Fleming Street; thirty-five (35) miles per hour from a point seventy-two (72) east of the centerline of Fleming Street westerly for approximately 0.81 mile to a point sixty-nine (69) feet east of the centerline of Fourth Street; thirty (30) miles per hour from a point sixty-nine (69) feet east of the centerline of Fourth Street westerly to the west city limits.
- (3) Kansas Avenue (K 156, US 50B/83B): Forty-five (45) miles per hour beginning

at the east city limits and extending westerly for approximately 0.21 miles to a point two hundred eighty-seven (287) feet west of the centerline of Leslie Road; forty (40) miles per hour from the point two hundred eighty-seven (287) feet west of the centerline of Leslie Road westerly for approximately 1.82 miles to a point two hundred eighty-four (284) feet east to the centerline of Fourth Street; thirty (30) miles per hour from a point two hundred eighty-four (284) feet east of the centerline of Fourth Street westerly to Five Points intersection.

- (4) Campus Drive: Forty (40) miles per hour from the intersection of Campus Drive and Fulton St (US 50B) and running north to the north city limits.
- (5) Mary Street: Forty (40) miles per hour commencing at the west city limits boundary at a point five hundred (500) feet east of the centerline of VFW Road and continuing thence east to the east city limits boundary at the intersection of US 50/83/400 (Bypass) and Mary Street.
- (6) Taylor Avenue (US 83B): Thirty-five (35) miles per hour from Five Points intersection running north to a point three hundred (300) feet north of Campbell Avenue; forty (40) miles per hour from a point three hundred (300) feet north of Campbell Avenue and continuing north to a point one thousand two hundred fifty (1250) feet north from the centerline of Mary Street.
- (7) Third Street: Forty (40) miles per hour commencing at a point one hundred twenty-five (125) feet north of the centerline of Long Boulevard and running north to the north city limits.
- (8) Cherokee Road: Twenty (20) miles per hour commencing at the intersection of Cherokee Road and Pawnee Road and running north to Mary Street.
- (9) Maple Street: Twenty (20) miles per hour commencing at the intersection of Maple Street and Fifth Street and running east to Third Street.
- (10) Fourth Street: Twenty (20) miles per hour commencing at the intersection of Maple Street and Fourth Street and running north to Fulton Street.
- (11) Spruce Street: Twenty (20) miles per hour commencing at the intersection of Sixth Street and Spruce Street and running east to Fourth Street.
- (12) Parks: Twenty (20) miles per hour within any park.
- (13) Alleys: 15 miles per hour in all alleys within the city limits.

SECTION 2. Section 86-14 of the Code of Ordinances of the City of Garden City, Kansas, is hereby repealed, to be replaced as specified in this ordinance.

SECTION 3. This ordinance shall take effect and be in force from and after February 3, 2015, and after its publication in the Garden City Telegram.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the _____ day of _____, 2015.

ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Attorney

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:

- 2107 N. 3rd Street- Inoperable and/or unregistered vehicle-White Ford Probe*
- 2013 N. 3rd Street- Inoperable and/or unregistered vehicle- Black BMW Car*
- 318 N. 12th Street- Inoperable and/or unregistered vehicle- Grey SUV*
- 505 Bancroft Street- Inoperable and/or unregistered vehicle - Black Ford Pickup*
- 609 Pennsylvania Avenue- Inoperable and/or unregistered vehicle- Grey Ford Pickup*
- 615 Fleming Street- Inoperable and/or unregistered vehicle- Tan Ford Minivan*
- 820 Fitz Street-Inoperable and/or unregistered vehicle- Black Mercury Cougar*
- 601 E. Maple Street- Inoperable and/or unregistered vehicle- Blue Ford Ranger*

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 3rd day of February, 2015.

Roy Cessna, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2107 N. 3rd Street



2013 N. 3rd Street



318 N. 12th Street



505 Bancroft



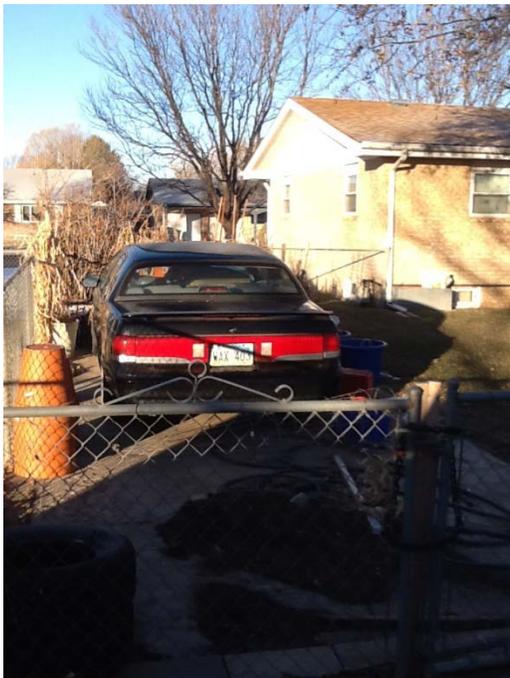
609 Pennsylvania



615 Fleming



820 Fitz



601 E. Maple





To: City Commission
Date: January 26, 2015
From: Melinda Hitz, Finance Director
RE: Lease Purchase Financing

CITY COMMISSION

ROY CESSNA,
 Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
 City Manager

MELINDA A. HITZ, CPA
 Finance Director

RANDALL D. GRISELL
 City Counselor

Issue:

Lease purchase financing for Police Department equipment.

Background:

The Governing Body approved a contract with Sun Guard Public Sector on November 4, 2014 for computer aided dispatch software to be used at Garden City Police Department. See attached memo dated October 30, 2014 from Police Chief Hawkins.

The Police Department has received bid quotes for One Solution Computer Aided Dispatch and the Hardware required to operate the system totaling \$980,000. The 2014 budget was prepared using lease purchase financing to purchase the software and hardware.

The City has received two local interest rate quotes for lease purchase financing for a seven year term.

1) Clayton Holdings, LLC	Rate 2.19%
2) Western State Bank	
a) Option 1	3.50%
b) Option 2	2.50% with adjustments

Alternatives:

- 1) Award lease purchase financing to Clayton Holdings, LLC.
- 2) Pay from cash balance and amend 2015 budget to reflect total cost.

Recommendation:

Staff recommends the lease purchase financing option with Clayton Holdings, LLC, approval of the resolution, and approval for the Mayor to sign the lease purchase documents.

Fiscal Note:

The lease purchase payments are adequately funded in the 2015 budget.

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: Matt Allen, City Manager
FROM: James R. Hawkins, Chief of Police
DATE: October 30, 2014
SUBJECT: One Solution Computer Aided Dispatch



Issue: The Garden City Police Department is currently operating its records management and dispatch system with HTE Computer Aided Dispatch, a server-based data entry system, which is thirty-year-old technology. The Garden City Police Department wishes to switch to a PC-based records management system through Sun Guard Public Sector. Sun Guard previously provided support for the HTE system, but will no longer provide updates for that system.

Background: Sun Guard Public Sector representatives demonstrated the One Solution Computer Aided Dispatch PC-based software and modules and personnel from the GCPD visited departments using One Solution and determined that it would be the best system to which to convert its records management and dispatch system.

Alternatives: Continue with the current thirty-year-old system with no update support.

Purchase the One Solution software system.

Recommendation: It is our recommendation to purchase the One Solution Computer Aided Dispatch software.

Fiscal Note: The City of Garden City has recently made the last payment for Emergency Communications Services and this annual payment of \$80,000 will be allocated to make ten scheduled yearly payments for the software. This causes no change to the authorized annual budget. The total cost of the software is of \$780,980.00.

Your attention to this matter is appreciated.

A handwritten signature in black ink, appearing to read "James R. Hawkins". The signature is stylized with loops and a large initial "J".

James R. Hawkins,
Chief of Police



Clayton Holdings, LLC

8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

01/16/2015

City of Garden City
Ms. Melinda Hitz, Finance Director
301 N. 8th Street, P.O. Box 998
Garden City, KS 67846

Dear Ms. Hitz:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing: A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

Lessor: Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

LESSEE: City of Garden City, KS

Equipment: Software License and Services Agreement with GC Sunguard public sector for the Garden City Police Department for one solution computer aided dispatch.

Total Finance Amount: \$980,000.00 (Software and License Agreement \$780,980 + Hardware \$199,020.00 = Total \$980,000.00)

Commencement Date: On or before 02/20/2015

Base Term: 7 year

Interest Rate: 2.19% fixed, rate locked until 02/20/2015

Payment Amount: \$150,214.17- 7 payments,
**1st payment due 06/01/15*

Payment Frequency: Annual/Arrears
**The first payment is due 06/01/2015.*

Documentation: Shall be provided by Lessee. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor.

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Seven (7) year Interest Rate Swap as quoted in the Federal Reserve Statistical Release H.15 (the "Index"). For Purposes of this proposal, as of 01/16/2015 the Seven (7) year interest rate swap is 1.61%.

In the event the transaction does not close by 02/20/2015, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 02/20/2015 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.



WESTERN STATE BANK

"Quality Tradition You Can Trust"

January 22, 2015

Dear Melinda,

First we would like to say thank you for the opportunity to bid on the upcoming project for the city to purchase new software for the police department. We at Western State Bank would love the opportunity to service The City of Garden City with this project and also projects in the future. Below, you will see the two offers Western State Bank would like for you to consider:

Option 1. \$980,000.00 on a 7 year lease at 3.50% fixed for 7 years. Principle and Interest Payments due Annually.

Option 2. \$980,000.00 on a 7 year lease at 2.50% fixed for 4 years and will adjust 1.50% above the 2 year municipal bond rate (whatever municipal bond rates are at the time of adjustment) then fixed for the remaining 3 years. Principle and Interest Payments due Annually.

The proposed offer will be good for 45 days. Should you have any questions please contact Matt Kirchoff at 620-275-4128. Again, thank you for the opportunity to earn your business and all of us at Western State Bank hope we can service you through 2015 and many more years after.

Sincerely,

Matthew A. Kirchoff
Assistant Vice President

RESOLUTION NO. _____-2015

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-006) FOR POLICE DEPARTMENT EQUIPMENT WITH CLAYTON HOLDINGS, LLC.

The undersigned, being the officer identified below of The City of Garden City, Kansas (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the Governing Body of the Lessee at a meeting duly held on February 3, 2015.

WHEREAS, in order to facilitate the acquisition of certain equipment for use by the Lessee and to pay the cost thereof, it is necessary and desirable for the Lessee to enter into a State & Municipal Lease/Purchase Agreement (together with all Exhibits and Schedules, the "Lease") with Clayton Holdings, LLC (together with its successors and assign, the "Lessor", pursuant to which the Lessee will lease the Equipment from the Lessor with an option to purchase; and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Lessee, as Follows:

SECTION 1. Approval of the Lease. The Lease is hereby approved in substantially the forms submitted to and reviewed by the Governing Body of the Lessee on the date hereof, with such changes therein as shall be approved by the following officer of the Lessee, said officer's execution thereof to be conclusive evidence of the approval thereof:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>Mayor</u>	<u>Roy Cessna</u>	_____

Said officer is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Lessee, and to affix the seal of the Lessee, if applicable.

SECTION 2. Further Authority. The Lessee shall, and the officials and agents of the Lessee are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Equipment.

I further certify that the foregoing Resolution has not been modified, amended or repealed and is in full force and effect as of the date hereof.

WITNESS my hand this 3rd day of February 2015.

Lessee: The City of Garden City, Kansas

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, CITY CLERK



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

CLIFF SONNENBERG
Electric Service's Center
Superintendent
140 Harvest Ave
620.276.1290

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE: January 26, 2015
RE: Resolution regarding Western Area Power Administration Allocation

ISSUE:

Governing Body consider passing a resolution regarding Western Area Power Administrations 2.4 MW allocation to Garden City.

BACKGROUND:

Garden City is an Original Allocation Holder of a Western Area Power Administration (Western) Loveland Area Projects (LAP) Allocation under the provisions of the LAP Post-1989 General Power Marketing and Allocation Criteria (Marketing Plan). Garden City has assigned its current LAP Allocation to Kansas Municipal Energy Agency (KMEA) and Western has entered into a Firm Electric Service (FES) contract with KMEA to facilitate the delivery of Garden City's LAP Allocation and its associated benefits on our behalf. Western's current LAP FES Contracts expire at the end of the calendar day on September 30, 2024.

However, on December 30, 2013, Western published the final notice of the LAP – 2025 Power marketing Initiative (2025 PMI). The 2025 PMI extends the current Marketing Plan, with amendments to certain marketing plan principles, and enables Western to extend Western's commitment of the LAP resource for a 30-year period beginning October 1, 2024, and continuing through September 30, 2054 (2025 PMI Contract Period).

KMEA is willing to continue contracting with Western on behalf of its members and Western is willing to continue contracting with a single agent to furnish firm electric service from LAP for KMEA's members within the marketing area defined in the Marketing Plan. Therefore, Western would like to enter into a new FES contract with KMEA to facilitate the delivery of Garden City's LAP allocation for the 2025 PMI Contract Period.

The Western allocation is the cheapest source (average of \$0.042 per kWh) of base power that Garden City has in its power supply portfolio which amounted to \$324,365 for FY-2014. Average cost of power for Garden City including the Western allocation for 2014 was \$0.067 per kWh.



**PUBLIC UTILITIES
DEPARTMENT**

MIKE MUIRHEAD
Public Utilities
Director
301 N 8th St
620.276.1577

CLIFF SONNENBERG
Electric Service's Center
Superintendent
140 Harvest Ave
620.276.1290

FRED JONES
Water Department
Resource Manager
106 S 11th St
620.276.1292

ED BORGMAN
Waste Water
Superintendent
345 S Jennie Barker Rd
620.276.1281

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

ALTERNATIVE:

- 1) Pass the resolution and authorize the Mayor to sign and the City Clerk to attest the agreement.
- 2) Do not pass the resolution and do not authorize the Mayor to sign and the City Clerk to attest the agreement.

RECCOMENDATION:

Staff recommends approval of alternative #1

FISCAL NOTE:

No budgetary impacts will occur as the costs of purchasing the Western Area Power Administrations power for Garden City has already been included in the previous, as well as the current 2015 budget.



Department of Energy
Western Area Power Administration
Rocky Mountain Customer Service Region
P.O. Box 3700
Loveland, CO 80539-3003

JAN 13 2015

To All Original Allocation Holders of Western Area Power Administration Loveland Area Projects Firm Electric Service Allocations:

You are receiving this information because your utility is an Original Allocation Holder of a Western Area Power Administration (Western) Loveland Area Projects (LAP) Allocation under the provisions of the LAP Post-1989 General Power Marketing and Allocation Criteria (Marketing Plan). You have assigned your current LAP Allocation to Kansas Municipal Energy Agency (KMEA) and Western has entered into a Firm Electric Service (FES) contract with KMEA to facilitate the delivery of your LAP Allocation and its associated benefits on your behalf. Western's current LAP FES Contracts expire at the end of the calendar day on September 30, 2024. However, on December 30, 2013, Western published the final notice of the LAP – 2025 Power Marketing Initiative (2025 PMI). The 2025 PMI extends the current Marketing Plan, with amendments to certain marketing plan principles, and enables Western to extend Western's commitment of the LAP resource for a 30-year period beginning October 1, 2024, and continuing through September 30, 2054 (2025 PMI Contract Period).

KMEA is willing to continue contracting with Western on behalf of its members and Western is willing to continue contracting with a single agent to furnish firm electric service from LAP for KMEA's members within the marketing area defined in the Marketing Plan. Therefore, Western would like to enter into a new FES contract with KMEA to facilitate the delivery of your LAP allocation for the 2025 PMI Contract Period.

Western also desires to enter into a new three-party agreement with your utility and KMEA for the continued assignment of your LAP allocation to KMEA for the 2025 PMI Contract Period. The attached Loveland Area Projects – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement (Assignment Agreement) defines the terms and conditions of your continued LAP allocation assignment to KMEA for the 2025 PMI Contract Period.

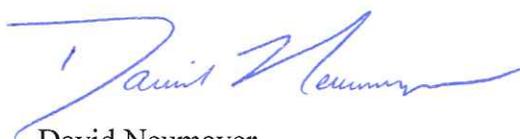
The Assignment Agreement is attached as a fill-in form. Please take the following steps towards executing the Assignment Agreement:

- Open the Assignment Agreement using Adobe Reader.
- Complete the Original Allocation Holder ("Allottee") section on page 1 of the Assignment Agreement.
- Fill in your information on the Resolution page of the Assignment Agreement.

- Print three (3) originals of the Assignment Agreement for signature.
- Have your City Council adopt the Resolution and have your City Clerk sign and date the Resolution certifying it has been passed and adopted.
- Have the appropriate official complete and sign the Allottee portion of the signature page on page 4 of the Assignment Agreement for all three (3) originals.
- Send all three (3) signed originals to KMEA.
 - KMEA will complete the Certificate section of the agreement and sign all three (3) originals
 - KMEA will send the three (3) originals to Western.
- Upon receipt, Western will sign all three (3) originals and return one (1) executed original to you and one executed original to KMEA for your records.
- Upon completion of an Assignment Agreement with KMEA and each of its LAP participating members, Western will enter into a new LAP FES contract with KMEA for the 2025 PMI Contract Period.

If you have any questions, please contact Bob Langenberger via phone at (970) 461-7481 or via e-mail at langenberger@wapa.gov.

Sincerely,



David Neumayer
Vice President of Power Marketing
Rocky Mountain Region

**Western Area Power Administration
Rocky Mountain Region (RMR)
Loveland Area Projects – 2025 Power Marketing Initiative
Firm Electric Service Allocation Assignment Agreement**

AGREEMENT NUMBER AND EFFECTIVE DATE: (To be completed and assigned by Western)

Agreement No.		Effective Date:	
----------------------	--	------------------------	--

ORIGINAL ALLOCATION HOLDER (“ALLOTTEE”): (To be completed by ALLOTTEE)

Company/Municipality Name:	City of Garden City		
Type of Organization:	Municipal		
Street Address:	301 N. 8 th Street	Point of Contact:	Mike Muirhead
City:	Garden City	Title:	Public Utilities Director
State:	Kansas	Office Phone Number:	620-271-1577
Zip:	67846	Cell Phone Number:	
State Formed/Organized Under:		E-mail:	mike.muirhead@gardencityks.us

ASSIGNED ALLOCATION HOLDER (“ASSIGNEE”): (To be completed by ASSIGNEE)

Company Name:	Kansas Municipal Energy Agency		
Type of Organization:	Joint Action Agency		
Street Address:	6300 W. 95 th Street	Point of Contact:	Jannsen
City:	Overland Park	Title:	Mgr, Projects and Assets
State:	Kansas	Office Phone Number:	913-660-0231
Zip:	66212	Cell Phone Number:	913-787-6568
State Formed/Organized Under:		E-mail:	bruse@kmea.com

RELATIONSHIP OF ALLOTTEE TO ASSIGNEE: (To be Completed by ASSIGNEE)

Member of Joint Action Agency

- PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called “Western,” represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.

3. AGREEMENT:

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.

3.4 Termination of this Agreement:

3.4.1 The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

3.4.2 This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

3.4.3 In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

3.4.4 In the event of termination of this Agreement:

3.4.4.1 ALLOTTEE will provide written notice to Western of its desire to do one of the following:
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

3.4.4.2 Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

3.4.4.3 Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

3.5 This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

4. TERM OF AGREEMENT: This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.

5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

6. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

ALLOTTEE:

Name: Roy Cessna

Title: Mayor of Garden City

Signature: _____ Date: _____

ASSIGNEE:

Name: Bob Poehling

Title: General Manager

Signature: _____ Date: _____

WESTERN AREA POWER ADMINISTRATION:

Name: _____

Title: _____

Signature: _____ Date: _____

RESOLUTION

(To be completed by ALLOTTEE)

BE IT RESOLVED by the City Commission of the City of Garden City, Kansas,
(Official Name of City/Town)

that Roy Cessna, Mayor is hereby authorized to execute for and on behalf of the
(Name of Official Signing Agreement on Behalf of City/Town)

City of Garden City, Kansas, the attached Firm Electric Service Allocation
(Official Name of City/Town)

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,

and the City of Garden City, Kansas, which was duly presented to the City Commission,
(Official Name of City/Town (ALLOTTEE) of Agreement)

and which Agreement is hereby approved.

(State of Kansas)
(Insert State)

) ss

(County of Finney)
(Insert County)

I, Celyn Hurtado, the duly appointed and qualified City Clerk of the
(Name of City Clerk)

City of Garden City, Kansas, do hereby certify that the foregoing is a true, accurate,
(Official Name of City/Town)

and complete copy of a resolution duly passed and adopted at a regular meeting of the City

Commission of the City of Garden City, Kansas, held on February 3, 2015.
(Official Name of City/Town) (Month and Day) (Year)

Dated: _____

By: _____
(Signature of City Clerk)

Title: _____

(SEAL)

CERTIFICATE

(To be completed by ASSIGNEE)

I, Bob Poehling, certify that I am the General Manager of ASSIGNEE,
(Name of Official Signing Certificate) (Official's Title)

the association/organization/entity named as Kansas Municipal Energy Agency herein;
(Official Name of Association/Organization/Entity)

that Bob Poehling, who signed the above Agreement on behalf of
(Name of Official Signing Agreement on Behalf of ASSIGNEE)

ASSIGNEE was then its General Manager; and that said Agreement was duly
(Title of Official Signing Agreement)

signed for and on behalf of ASSIGNEE by authority of its governing body and is within the
scope of its corporate powers.

By: _____
(Signature of Official Signing Certificate)

(SEAL)

Name: Bob Poehling – General Manager

Address: 6300 W. 95th Street
Overland Park, Kansas 66212

Date: _____

Old Business

New Business



CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

To: City Commission

Date: January 30, 2015

From: Melinda Hitz

Re: Great Plains Development Inc. Semi Annual Reports

Issue:

To approve the Semi Annual Report prepared by Great Plains Development Inc. for the City's revolving loan funds.

Background:

Great Plains Development Inc. does the accounting for the City's revolving loan and prepares semi-annual reports to be submitted after city approval to the Kansas Department of Commerce.

Alternatives:

There are no alternatives due to the fact that this report is required to maintain our revolving loan status.

Recommendation:

Approve the Semi Annual Reports, have the Mayor sign and submit to the Department of Commerce.

Fiscal Note:

None

Great Plains Development, Inc.

January 14, 2015

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

Description: Semi-Annual Report
Reference # CDBG #87-BF-206
Period Ending: 12/31/2014

Dear Melinda:

Enclosed please find the Semi-Annual reports for the period ending December 31, 2014 for the above listed grant.

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

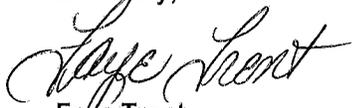
In your cover letter to Ms. Beck, you may want to include projects that are currently in process. Those projects are listed on the attached memo.

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
Executive 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.



100 Military Avenue • Suite 128
P.O. Box 1116
Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

Date: January 14, 2015
To: Melinda Hitz, Finance Director
Re: Semi-Annual Report
From: Faye Trent & Bob Wetmore
Executive Co-Directors

At this time we have one possible project in various stages of application completion, but have not determined the sources for the loan. 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.

Great Plains Development, Inc.

January 14, 2015

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

Description: Semi-Annual Report
Reference # CDBG #87-BF-206
Period Ending: 12/31/2014

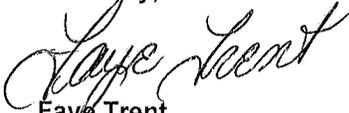
Dear Melinda:

Enclosed is the Portfolio Loan List for the period ending December 31, 2014.

This report provides you with an overview of all the projects included in your revolving loan fund.

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

Sincerely,



Faye Trent
Executive 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.

Portfolio Loan List

CDBG/RLF (GC) (520615GC)		A & W Drive-In		Status: Active	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: A & W Drive-In		Loan Type: Direct		RLF \$:	150,000.00
City: Pratt		Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$:	150,000.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$:	1,000,000.00
State: KS		Industry Type: Service		New Equity \$:	0.00
NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	1,300,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	07/09/2009	Interest Rate:	7.000	Fully Repaid:	
Term: Years	10.5	Total Fees:	0.00	Current as of:	10/27/2014
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	0.0	Minority Jobs:	0.0	59,911.36	
Jobs Created:	0.0	Women Jobs:	0.0	Interest Paid:	
Jobs Saved:	0.0	Delinquent Days: 0		41,040.26	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				0.00	

CDBG/RLF (GC) (520605)		ACRA Products, L.L.C.		Status: Written Off	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: ACRA Products, L.L.C.		Loan Type: Direct		RLF \$:	250,000.00
City: Garden City		Fixed Asset/Working Capital: 90.41 % / 9.59 %		Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$:	2,357,082.00
State: KS		Industry Type: Industrial		New Equity \$:	0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	2,607,082.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	05/14/1996	Interest Rate:	9.000	Fully Repaid:	
Term: Years	5.0	Total Fees:	10,776.89	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	25.0	Minority Jobs:	0.0	207,266.11	
Jobs Created:	33.0	Women Jobs:	0.0	Interest Paid:	
Jobs Saved:	0.0	Delinquent Days: 0		45,683.76	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				42,733.89	

CDBG/RLF (GC) (520613GC)		Center for Independent Living Southwest...		Status: Paid in Full	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: Center for Independent Living Southwest...		Loan Type: Direct		RLF \$:	77,000.00
City: Garden City		Fixed Asset/Working Capital: 99.83 % / 0.17 %		Other Public \$:	77,000.00
County: Finney		Start-up, Expansion, or Retention: Expansion		Private \$:	154,000.00
State: KS		Industry Type: Service		New Equity \$:	0.00
NAICS: 624120 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	308,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	08/29/2006	Interest Rate:	7.000	Fully Repaid:	07/24/2012
Term: Years	10.2	Total Fees:	967.70	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	90.0	Minority Jobs:	0.0	77,000.00	
Jobs Created:	0.0	Women Jobs:	0.0	Interest Paid:	
Jobs Saved:	0.0	Delinquent Days: 0		25,243.49	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				0.00	

CDBG/RLF (GC) (520614GC)		Cummings Sales Inc. (NOT FUNDED)		Status: Written Off	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: Cummings Sales Inc. (NOT FUNDED)		Loan Type: Direct		RLF \$:	0.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % / 100.00 %		Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Expansion		Private \$:	0.00
State: KS		Industry Type: Industrial		New Equity \$:	0.00
NAICS: 332999 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	0.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	/ /	Interest Rate:	0.000	Fully Repaid:	
Term: Years	0.0	Total Fees:	0.00	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	8.0	Minority Jobs:	0.0	0.00	
Jobs Created:	0.0	Women Jobs:	0.0	Interest Paid:	
Jobs Saved:	0.0	Delinquent Days: 0		0.00	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				0.00	

Portfolio Loan List

CDBG/RLF (GC) (520602)		Foster Music, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Foster Music, Inc.		Loan Type: Direct		RLF \$: 26,250.00
City: Garden City		Fixed Asset/Working Capital: 19.05 % /80.95 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Commercial		New Equity \$: 0.00
NAICS: 451140 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 26,250.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 10/14/1991	Interest Rate: 10.000	Fully Repaid: 03/05/1993		Principal Repaid: 26,250.00
Term: Years 4.9	Total Fees: 0.00	Current as of:		Interest Paid: 1,956.59
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 2.6	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 2.6		Write-Off Date:		

CDBG/RLF (GC) (520611GC)		GCAP, L.L.C.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: GCAP, L.L.C.		Loan Type: Direct		RLF \$: 50,000.00
City: Garden City		Fixed Asset/Working Capital: 91.19 % / 8.81 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$: 650,000.00
State: KS		Industry Type: Service		New Equity \$: 435,300.00
NAICS: 611519 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 1,135,300.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 12/19/2003	Interest Rate: 6.000	Fully Repaid: 08/21/2008		Principal Repaid: 50,000.00
Term: Years 7.2	Total Fees: 438.24	Current as of:		Interest Paid: 10,001.04
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520600)		Heyco, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Heyco, Inc.		Loan Type: Direct		RLF \$: 400,000.00
City: Garden City		Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Expansion		Private \$: 2,090,000.00
State: KS		Industry Type: Industrial		New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 2,490,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 10/14/1887	Interest Rate: 3.000	Fully Repaid: 10/07/1998		Principal Repaid: 400,000.00
Term: Years 9.8	Total Fees: 0.00	Current as of:		Interest Paid: 61,502.21
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 45.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 55.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520608)		J & A Livestock Products, Inc.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: J & A Livestock Products, Inc.		Loan Type: Direct		RLF \$: 190,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Industrial		New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 190,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 12/06/1999	Interest Rate: 7.000	Fully Repaid:		Principal Repaid: 136,894.10
Term: Years 7.0	Total Fees: 4,315.12	Current as of:		Interest Paid: 35,857.74
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 36.0	Minority Jobs: 12.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 2.0	Default Days: 0		Amt Written-Off: 53,105.90
Jobs Saved: 19.0		Write-Off Date: 12/19/2003		

Portfolio Loan List

CDBG/RLF (GC) (520604)		J & A Livestock Products, Inc.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: J & A Livestock Products, Inc. City: Garden City County: Finney State: KS NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 100.00 % / 0.00 % Start-up, Expansion, or Retention: Retention Industry Type: Industrial		RLF \$: 100,000.00 Other Public \$: 0.00 Private \$: 300,000.00 New Equity \$: 0.00 Total \$: 400,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 11/18/1994 Interest Rate: 7.000 Term: Years 11.8 Total Fees: 766.42		Fully Repaid: Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date: 12/19/2003		Principal Repaid: 98,975.74 Interest Paid: 26,900.38 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 1,024.26
Job Impact				
Pre-Loan Jobs: 100.0 Minority Jobs: 0.0 Jobs Created: 10.0 Women Jobs: 0.0 Jobs Saved: 0.0				

CDBG/RLF (GC) (520610GC)		Lucy's Fashion		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Lucy's Fashion City: Garden City County: Finney State: KS NAICS: 448140 Women Owned <input type="checkbox"/> Minority Owned <input checked="" type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 100.00 % / 0.00 % Start-up, Expansion, or Retention: Expansion Industry Type: Commercial		RLF \$: 10,000.00 Other Public \$: 0.00 Private \$: 48,000.00 New Equity \$: 6,000.00 Total \$: 64,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 12/29/2003 Interest Rate: 0.000 Term: Years 8.1 Total Fees: 81.93		Fully Repaid: 03/17/2010 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:		Principal Repaid: 10,000.00 Interest Paid: 2,324.26 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact				
Pre-Loan Jobs: 1.0 Minority Jobs: 2.2 Jobs Created: 0.0 Women Jobs: 2.2 Jobs Saved: 0.0				

CDBG/RLF (GC) (520607)		MGM Enterprises, L.L.C.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: MGM Enterprises, L.L.C. City: Garden City County: Finney State: KS NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 41.59 % / 58.41 % Start-up, Expansion, or Retention: Startup Industry Type: Commercial		RLF \$: 47,500.00 Other Public \$: 0.00 Private \$: 59,500.00 New Equity \$: 3,000.00 Total \$: 110,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 12/11/1997 Interest Rate: 8.500 Term: Years 10.2 Total Fees: 59.00		Fully Repaid: 06/27/2005 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:		Principal Repaid: 47,500.00 Interest Paid: 9,193.40 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact				
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0 Jobs Created: 0.0 Women Jobs: 0.0 Jobs Saved: 0.0				

CDBG/RLF (GC) (520617GC)		Mauritta C. Adams, dba Mauritta's Cafe		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Mauritta C. Adams, dba Mauritta's Cafe City: Holcomb County: Finney State: KS NAICS: 722110 Women Owned <input checked="" type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 73.33 % / 26.67 % Start-up, Expansion, or Retention: Startup Industry Type: Service		RLF \$: 37,500.00 Other Public \$: 37,500.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 75,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 01/21/2011 Interest Rate: 7.000 Term: Years 10.2 Total Fees: 421.17		Fully Repaid: 09/16/2013 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:		Principal Repaid: 37,500.00 Interest Paid: 6,329.75 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact				
Pre-Loan Jobs: 1.0 Minority Jobs: 0.0 Jobs Created: 0.0 Women Jobs: 1.0 Jobs Saved: 0.0				

Portfolio Loan List

CDBG/RLF (GC) (520601)		Quall's, Inc		Status: Paid in Full	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: Quall's, Inc		Loan Type: Direct		RLF \$:	40,000.00
City: Garden City		Fixed Asset/Working Capital: 10.93 % /89.07 %		Other Public \$:	40,000.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$:	100,000.00
State: KS		Industry Type: Commercial		New Equity \$:	3,000.00
NAICS: 445110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	183,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	01/16/1991	Interest Rate:	9.000	Fully Repaid:	12/23/1992
Term: Years	7.0	Total Fees:	0.00	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	4.0	Minority Jobs:	0.0	40,000.00	
Jobs Created:	0.0	Women Jobs:	0.0	Interest Paid:	
Jobs Saved:	4.0	Delinquent Days: 0		5,777.09	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				0.00	

CDBG/RLF (GC) (520609GC)		R & R Frame & Axle, Inc.		Status: Paid in Full	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: R & R Frame & Axle, Inc.		Loan Type: Direct		RLF \$:	60,000.00
City: Garden City		Fixed Asset/Working Capital: 89.33 % /10.67 %		Other Public \$:	20,000.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$:	260,000.00
State: KS		Industry Type: Commercial		New Equity \$:	35,000.00
NAICS: 811111 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	375,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	02/21/2001	Interest Rate:	8.000	Fully Repaid:	03/01/2011
Term: Years	10.0	Total Fees:	29.00	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	5.0	Minority Jobs:	0.0	60,000.00	
Jobs Created:	3.0	Women Jobs:	1.0	Interest Paid:	
Jobs Saved:	3.0	Delinquent Days: 0		27,368.61	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				0.00	

CDBG/RLF (GC) (520616GC)		Sinfully Sweet Bakery, LLC		Status: Written Off	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: Sinfully Sweet Bakery, LLC		Loan Type: Direct		RLF \$:	25,000.00
City: Garden City		Fixed Asset/Working Capital: 38.18 % /61.82 %		Other Public \$:	25,000.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$:	0.00
State: KS		Industry Type: Service		New Equity \$:	10,202.00
NAICS: 445291 Women Owned <input checked="" type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	60,202.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	10/21/2009	Interest Rate:	7.000	Fully Repaid:	
Term: Years	7.2	Total Fees:	0.00	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	0.0	Minority Jobs:	0.0	1,885.00	
Jobs Created:	0.0	Women Jobs:	3.0	Interest Paid:	
Jobs Saved:	0.0	Delinquent Days: 0		523.15	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date: 06/08/2012		0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				23,115.00	

CDBG/RLF (GC) (520612GC)		Sparkle Auto, LLC		Status: Paid in Full	
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: Sparkle Auto, LLC		Loan Type: Direct		RLF \$:	25,000.00
City: Garden City		Fixed Asset/Working Capital: 25.98 % /74.02 %		Other Public \$:	75,000.00
County: Finney		Start-up, Expansion, or Retention: Expansion		Private \$:	0.00
State: KS		Industry Type: Commercial		New Equity \$:	0.00
NAICS: 441310 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	100,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	10/12/2004	Interest Rate:	7.000	Fully Repaid:	06/03/2011
Term: Years	7.1	Total Fees:	48.04	Current as of:	
Job Impact		Balance:		Principal Repaid:	
Pre-Loan Jobs:	5.0	Minority Jobs:	0.0	25,000.00	
Jobs Created:	2.0	Women Jobs:	0.0	Interest Paid:	
Jobs Saved:	0.0	Delinquent Days: 0		6,612.08	
		Default Days: 0		Amt Delinquent:	
		Write-Off Date:		0.00	
				Amt Default:	
				0.00	
				Amt Written-Off:	
				0.00	

Portfolio Loan List

CDBG/RLF (GC) (520619GC)		TekVet Technologies Co.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: TekVet Technologies Co. City: Garden City County: Finney State: KS NAICS: 115210 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 0.00 % /100.00 % Start-up, Expansion, or Retention: Startup Industry Type: Industrial		RLF \$: 60,000.00 Other Public \$: 0.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 60,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 06/28/2011	Interest Rate: 4.000	Fully Repaid:		Principal Repaid: 0.00
Term: Years 0.8	Total Fees: 0.00	Current as of:		Interest Paid: 0.00
Job Impact		Balance:	0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 60,000.00
Jobs Saved: 0.0		Write-Off Date: 06/13/2012		

CDBG/RLF (GC) (520606)		TeleServices of Garden City, Inc.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: TeleServices of Garden City, Inc. City: Overland Park County: Finney State: KS NAICS: 561422 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 82.82 % /17.18 % Start-up, Expansion, or Retention: Startup Industry Type: Service		RLF \$: 99,999.76 Other Public \$: 0.00 Private \$: 4,800.00 New Equity \$: 0.00 Total \$: 104,799.76 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 11/23/1998	Interest Rate: 2.500	Fully Repaid:		Principal Repaid: 35,141.04
Term: Years 10.1	Total Fees: 0.00	Current as of:		Interest Paid: 4,068.79
Job Impact		Balance:	0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 64,858.72
Jobs Saved: 0.0		Write-Off Date: 05/01/2000		

CDBG/RLF (GC) (520618GC)		The Paraclete Group, Inc.		Status: Active
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: The Paraclete Group, Inc. City: Garden City County: Finney State: KS NAICS: 541519 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 0.00 % /100.00 % Start-up, Expansion, or Retention: Retention Industry Type: Service		RLF \$: 22,000.00 Other Public \$: 10,000.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 32,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 08/11/2011	Interest Rate: 7.000	Fully Repaid:		Principal Repaid: 10,200.76
Term: Years 7.2	Total Fees: 0.00	Current as of: 12/29/2014		Interest Paid: 4,312.86
Job Impact		Balance:	11,799.24	Amt Delinquent: 0.00
Pre-Loan Jobs: 6.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 1.0	Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520603)		Threjay Marketing, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Threjay Marketing, Inc. City: Garden City County: Finney State: KS NAICS: 337110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>		Loan Type: Direct Fixed Asset/Working Capital: 15.38 % /84.62 % Start-up, Expansion, or Retention: Expansion Industry Type: Commercial		RLF \$: 60,000.00 Other Public \$: 0.00 Private \$: 105,000.00 New Equity \$: 30,000.00 Total \$: 195,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 06/19/1995	Interest Rate: 7.000	Fully Repaid: 06/07/2001		Principal Repaid: 60,000.00
Term: Years 7.0	Total Fees: 550.99	Current as of:		Interest Paid: 15,574.96
Job Impact		Balance:	0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 6.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

Totals

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
		RLF \$: 1,730,249.76
		Other Public \$: 434,500.00
		Private \$: 7,128,382.00
		New Equity \$: 522,502.00
		Total \$: 9,815,633.76
		Amt Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Total Fees: 18,454.50		Principal Repaid: 1,383,524.11
		Interest Paid: 330,270.42
		Amt Delinquent: 71,679.40
		Amt Default: 0.00
		Amt Written-Off: 244,837.77
Job Impact		
Pre-Loan Jobs: 328.6	Minority Jobs: 14.2	
Jobs Created: 109.0	Women Jobs: 14.2	
Jobs Saved: 28.6		

Portfolio Loan List

(1,730,249.76)	*	RLF Loans To Date
0.00		RLF Loans not drawn down
400,000.00		Plus Beginning Grant
1,383,524.11	*	Plus Principal Payments
330,270.42	*	Plus Interest Payments
18,454.50	*	Plus Total Fees
139,961.21		Plus Accrued Bank Interest
62,178.31		Less Accrued Administration Paid
0.00		Less Accrued Service Fees paid
92,164.59		Less Accrued Fees Paid to Others
850.00		Less Pmt Rec'd End of Rpt Period
		(Not on City Ledger, due to timing)
386,767.58		Fund Balance

* From Portfolio Loan List

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, 20____ OR DECEMBER 31, 2014

ACCOUNT BALANCES

1) BALANCE BROUGHT FORWARD	<u>\$374,789.73</u>
2) PLUS: ALL DEPOSITS THIS PERIOD	<u>\$11,870.97</u>
3) INTEREST ON BANK ACCOUNT EARNED THIS PERIOD	<u>\$156.69</u>
4) *OTHER INCOME	<u>\$0.00</u>
5) SUBTOTAL	<u>\$386,817.39</u>
6) MINUS: ALL LOANS MADE DURING PERIOD	<u>\$0.00</u>
7) ADMINISTRATIVE FEES	<u>\$49.81</u>
8) *OTHER LOSSES (include funds returned to state)	<u>\$0.00</u>
9) TOTAL	<u>\$386,767.58</u>

*EXPLANATION OF LOSS OR INCOME: Other Income is late fees or release 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: _____

TYPED NAME: Roy Cessna

TITLE: Mayor

PREPARER'S NAME: Faye Trent, Great Plains Development, Inc.

PREPARER'S EMAIL ADDRESS: ftrent@gpdionline.com

PREPARER'S PHONE NUMBER: 620-227-6406

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-001
 C. NAME OF COMPANY: Qualls, Inc
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 4/8/91

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

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

Grant/Local Loan Collection Reports

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-003
 C. NAME OF COMPANY: Threjay Marketing
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 7/1/94

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

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-004
 C. NAME OF COMPANY: Heyco, Inc. (Assumed by J & A Livestock Products, Inc.)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 1/1/95

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: December 31, 2014
 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: 10/1/96

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 [X] 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.

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-206-006
 C. NAME OF COMPANY: TeleServices of Garden City, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-007
 C. NAME OF COMPANY: MGM Enterprises, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 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: 12/1/97

1 CURRENT PERIOD INFORMATION:

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

2 AGGREGATE INFORMATION:

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

3 JOB INFORMATION:

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

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? YES NO

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

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-008
 C. NAME OF COMPANY: J & A Livestock Products, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 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: 10/1/99

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 collectec) \$ 0.00

3 JOB INFORMATION:

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

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 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.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-010
 C. NAME OF COMPANY: Lucy's Fashion
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 3/1/04

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

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-011
 C. NAME OF COMPANY: GCAP, L.L.C.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 3/1/04

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

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: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 1/1/05

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: December 31, 2014
 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: 12/1/06

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.

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-206-014
 C. NAME OF COMPANY: Cummings Sales, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: 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.

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-206-015
 C. NAME OF COMPANY: Estes Enterprises, Inc. (A & W Drive-In)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 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: 6/27/2014
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 10/27/2014
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 5
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 2,732.25
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 5,957.05
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 17.76

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 58
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 41,040.26
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 59,911.36
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,051.99
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 107,661.08

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. 12/31/14 -Client granted 3 month payment deferral. Payments to start again 3/1/15.

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-017
 C. NAME OF COMPANY: Mauritta's Café
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 E. GRANT AMOUNT TO BE REPAID: \$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: 5/1/11
 J. DUNS NUMBER: #032846320 (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: 30
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 6,329.75
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 37,500.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,335.68
 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>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: 6/30/12 To KDOC: 7/18/12
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

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

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 9/16/13

Kansas Department of Commerce & Housing

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-018
 C. NAME OF COMPANY: The Paraclete Group, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2014
 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: 12/1/11
 J. DUNS NUMBER: #017220836 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 6/26/14
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 11/24/14
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 6
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 503.96
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 2,524.20
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 27.29

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 40
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 4,239.50
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 9,424.12
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 419.17
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 16,936.96

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: 6/30/12 To KDOC: 7/18/12
 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: December 31, 2014
 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: \$ _____

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.
Due to non-compliance, City Counselor has demanded evacuation & payment.



MEMORANDUM

TO: Governing Body
FROM: Andrew M. Liebelt
DATE: January 27, 2015
SUBJECT: Authorization to Fill Vacant Position(s) on Park and Tree Board

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN DALE

JANET DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ISSUE

The Park and Tree Board, a seven member Board, has three vacant positions.

BACKGROUND

David Miller's term on the Park and Tree Board ended December 31, 2014. Mr. Miller would like to renew his term; Board concurred.

Alan Riedel and Kris Smith stepped down the end of 2014. Pat Geier, who works at the Kansas State Experiment Station as a Scientist, has volunteered to fill one of the vacant seats; Board concurred.

ALTERNATIVES

- Alternate 1:** Authorize to appoint Mr. Geier to fill one of the vacant seats
- Alternate 2:** Authorize to reappoint Mr. Miller to his seat
- Alternate 3:** Governing Body select another candidate(s) to fill the vacant position(s)
- Alternate 4:** Deny the requests

RECOMMENDATION

Board recommends appointing Mr. Geier to fill one of the vacant seats (**Alternative 1**), and reappointing Mr. Miller to his respective seat (**Alternative 2**) on the Park and Tree Board.

FISCAL NOTE

None

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

DAVID MILLER - Chairman 2204 Belmont Place dgmiller60@cox.net	H: 275-7470 C: 276-4945	2008	J Garvert Appointed 1/23/07 Resigned 4/7/08 D Miller Appointed 7/8/08 Term ends 2014
--	----------------------------	------	---

MIKE RAMSEY - Secretary 8105 N. Jennie Barker Road ramsey.hmbcr@sbcglobal.net	W: 276-3203 H: 275-0647	2007	Appointed 12/10/02 Reappointed 11/23/04 Reappointed 12/28/07 Term ends 2016
--	----------------------------	------	--

JOHN BRENNAMAN - Co-Chair 2305 Estes Place jebrennaman@sbcglobal.net	W: C: 272-3405	2011	Appointed 2011 Term ends 2015
--	-------------------	------	----------------------------------

DAVID COLTRAIN 2902 Terrace Place Garden City, KS 67846 coltrain@ksu.edu	272-3670 H: 765-2030	2014	Appointed 2014 Term ends 2016
--	----------------------------	------	----------------------------------

Vacant			Term ends 2017
---------------	--	--	----------------

LARRY SCHEUCHZER 917 Center lscheuchzer@cox.net	H: 276-7083	2013	Appointed 11/3/13 Term ends 2016
---	-------------	------	---

UNEXPIRED VACANT SPOT			Term ends 2015
------------------------------	--	--	----------------

ANDY LIEBELT Supt. of Public Grounds	W: 271-1574		
--	-------------	--	--

JOHN KLEMPA District Forester Kansas Forest Service 2106 E Spruce Garden City, KS 67846 jdklempa@ksu.edu			
--	--	--	--

1			
---	--	--	--

GARDEN CITY IS MY TOWN TOO!

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

NAME: Pat Geier HOME PHONE: 785-623-0367

ADDRESS: 413 Davis WORK PHONE: 276-8286

E-MAIL ADDRESS: Pgeier@ksu.edu

OCCUPATION (if employed): Assistant Secuitst

PLACE OF EMPLOYMENT: Kansas State University

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 24 yr

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:
Become more involved in the Community after being away
the last 20 years

OTHER APPLICABLE EXPERIENCE: 8 years on Ellis County Conservation
District

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

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

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



Buffalo Dunes

Memo

To: Matt Allen, City Manager & Governing Body of Garden City, Ks.
From: Ray Navarro, President of the Golf Advisory Board
CC: Cole Wasinger and Toby Witthuhn
Date: 1/27/2015
Re: Recommendation to the Golf Advisory Board

Dear City Commissioners-

The Golf Advisory Board would like to recommend Larry Johnson for an appointment to the Golf Advisory Board. Thanks in advance for your consideration.

Ray Navarro

Golf Advisory Board President

GARDEN CITY IS MY TOWN TOO!

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

NAME: Harry Johnson HOME PHONE: 620-640-6519

ADDRESS: 1717 N. GlenEllen Drive WORK PHONE: 620-276-0607

E-MAIL ADDRESS: ljohnson@finneycountycub.com

OCCUPATION (if employed): Event Coordinator - Finney County

PLACE OF EMPLOYMENT: Finney County Convention + Visitors Bureau

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 2 years 7 months

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

Excited about growing Buffalo Dunes Golf course for locals and tournaments (AJGA, Symetra Tour)

OTHER APPLICABLE EXPERIENCE: Worked in the golf industry in Colorado.

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

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

RETURN THIS FORM TO:

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

Consent Agenda



To: Governing Body

From: Rachelle Powell

Date: January 22, 2015

RE: Pasture Leases

Issue

Governing Body consideration and approval of pasture lease agreements at the Garden City Regional Airport.

Background

Pasture land at the airport is open for public bid every five years. The current pasture leases will expire on February 28, 2015. The pasture land is divided into parcels identified on the attached map. Area P2 is being considered for an alternative land use and therefore was not part of the bid. A Notice of Bid was publicly advertised and the bid opening was held on December 19, 2014 at 10:00 a.m. in the Airport Administrative Office. The highest bid per acre was accepted and the proposed leases may be found in the accompanying information. The bid tab is provided below.

Bid Amount (Per Acre)

Name	P1	P3	P4	P5	P6
Loewan	\$ 17.00			\$ 10.00	
Smith				\$ 10.50	
Hurley	\$ 20.10	\$ 25.10		\$ 12.10	\$ 25.10
Funk			\$ 55.25		
Doll	\$ 5.00			\$ 5.00	
LaSalle	\$ 25.25			\$ 10.50	

Alternative

1. Governing Body approval of pasture lease agreements at the Garden City Regional Airport.
2. Governing Body denial of pasture lease agreements at the Garden City Regional Airport.
3. Governing Body recommendation of alternative action.

LEASE AGREEMENT
(Pasture - Tract P1)

THIS LEASE AGREEMENT (Agreement), made this ____ day of February, 2015, by and between the CITY OF GARDEN CITY, KANSAS (Landlord), and ROGER LaSALLE (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

610.9 acres of pasture land depicted as P1 on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 29th day of February, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord as annual rent for the Leased Premises, the annual sum of Fifteen Thousand Four Hundred Twenty-five and 22/100 Dollars (\$15,425.22) to be paid in bi-annual installments of Seven Thousand Seven Hundred Twelve and 61/100 Dollars (\$7,712.61), due on June 1st and December 1st of each year during the term of this Agreement.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.

5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay Landlord for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.

8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from

month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

20. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his successors and assigns will complete a Federal Aviation

Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

22. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to Landlord: Director of Aviation
Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1190

(2) If to Tenant: Roger LaSalle
P. O. Box 213
Holcomb, Kansas 67851
Telephone: (620) 272-9992

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

(b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.

(c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.

- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

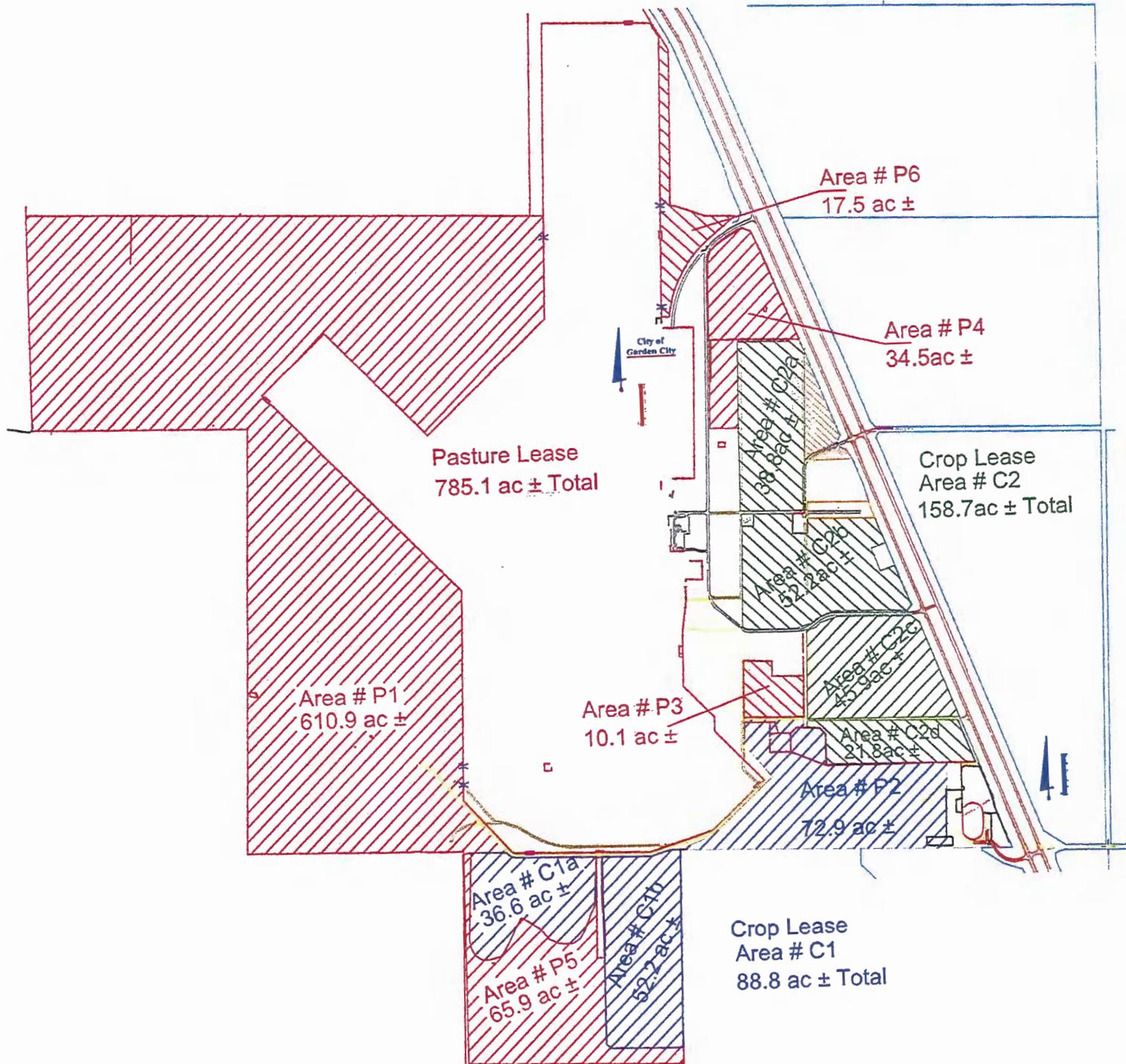
ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Roger LaSalle

EXHIBIT A



Recommendation

Governing Body approval of pasture lease agreements at the Garden City Regional Airport.

Fiscal Note

The aforementioned staff recommendation will generate \$18,821.22 in annual revenue for years 2015-2020. This is an increase in revenue of \$3,174.44 annually from years 2010-2014.

Tenants have the flexibility on monthly, quarterly, semiannual or annual payments. The information below is provided to show differences due to dividing a total amount into payments, which reflects in a loss of \$0.28 annually.

Tenant	Cost per acre	Acre Total	Total	Billed	Difference
LaSalle	25.25	610.9	\$15,425.22	\$15,425.22	\$ 0.00
Hurley	25.1	10.1	\$ 253.51	\$ 253.44	\$ 0.07
Funk	55.25	34.5	\$ 1,906.13	\$ 1,906.08	\$ 0.05
Hurley	12.1	65.9	\$ 797.39	\$ 797.28	\$ 0.11
Hurley	25.1	17.5	\$ 439.25	\$ 439.20	\$ 0.05
		Total	\$18,821.50	\$18,821.22	\$ 0.28



LEASE AGREEMENT
(Pasture – Tract P3)

THIS LEASE AGREEMENT (Agreement), made this _____ day of February, 2015, by and between the CITY OF GARDEN CITY, KANSAS (Landlord), and JUSTIN HURLEY, (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

10.1 acres of pasture land as depicted as P3 on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 29th day of February, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord as annual rent for the Leased Premises, the annual sum of Two Hundred Fifty-three and 44/100 Dollars (\$253.44) to be paid in monthly installments in the amount of Twenty-one and 12/100 Dollars (\$21.12), due on March 1, 2015, and on the 1st day of each month thereafter during the term of this Agreement.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.

5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay Landlord for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.

8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

20. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

22. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to Landlord: Director of Aviation
 Garden City Regional Airport
 2225 South Air Service Road, Suite 112
 Garden City, Kansas 67846
 Telephone: (620) 276-1190

(2) If to Tenant: Justin Hurley
 2835 W. Maple
 Garden City, Kansas 67846
 Telephone: (620) 271-2244

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Justin Hurley

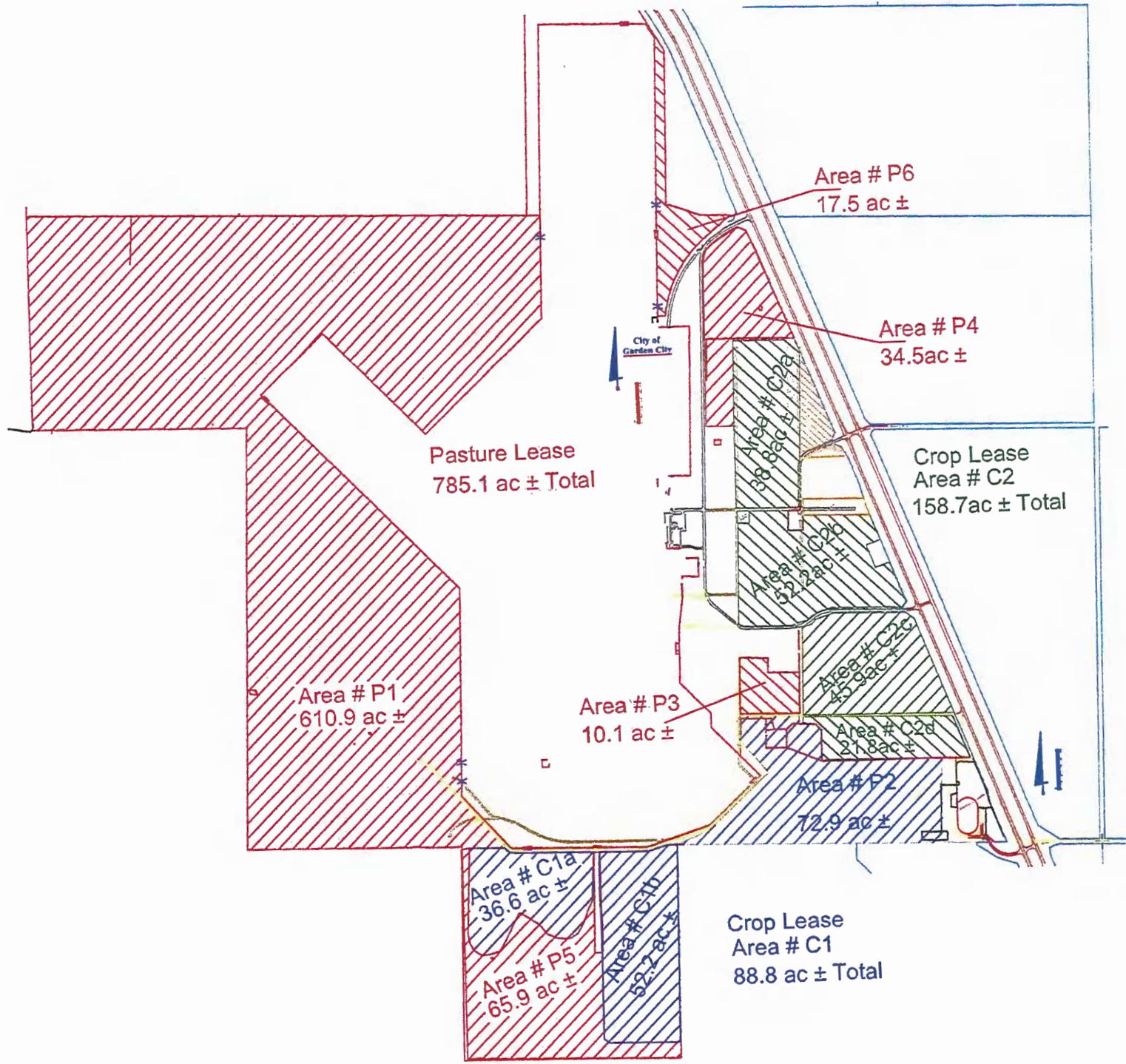


EXHIBIT A

LEASE AGREEMENT
(Pasture – Tract P4)

THIS LEASE AGREEMENT (Agreement), made this _____ day of February, 2015, by and between CITY OF GARDEN CITY, KANSAS (Landlord), and LARRY FUNK (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

34.5 acres of pasture land depicted as P4 on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 29th day of February, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord, as annual rent for the Leased Premises, the annual sum of One Thousand Nine Hundred Six and 08/100 Dollars (\$1,906.08) to be paid in monthly installments in the amount of One Hundred Fifty-eight and 84/100 Dollars (\$158.84), due on March 1, 2015, and on the 1st day of each month thereafter during the term of this Agreement.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.

5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay Landlord for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.

8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

20. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

22. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to Landlord: Director of Aviation
Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1190

(2) If to Tenant: Larry Funk
1508 North Rowland Road
Garden City, Kansas 67846
Telephone: (620) 275-5020
(620) 521-2853

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

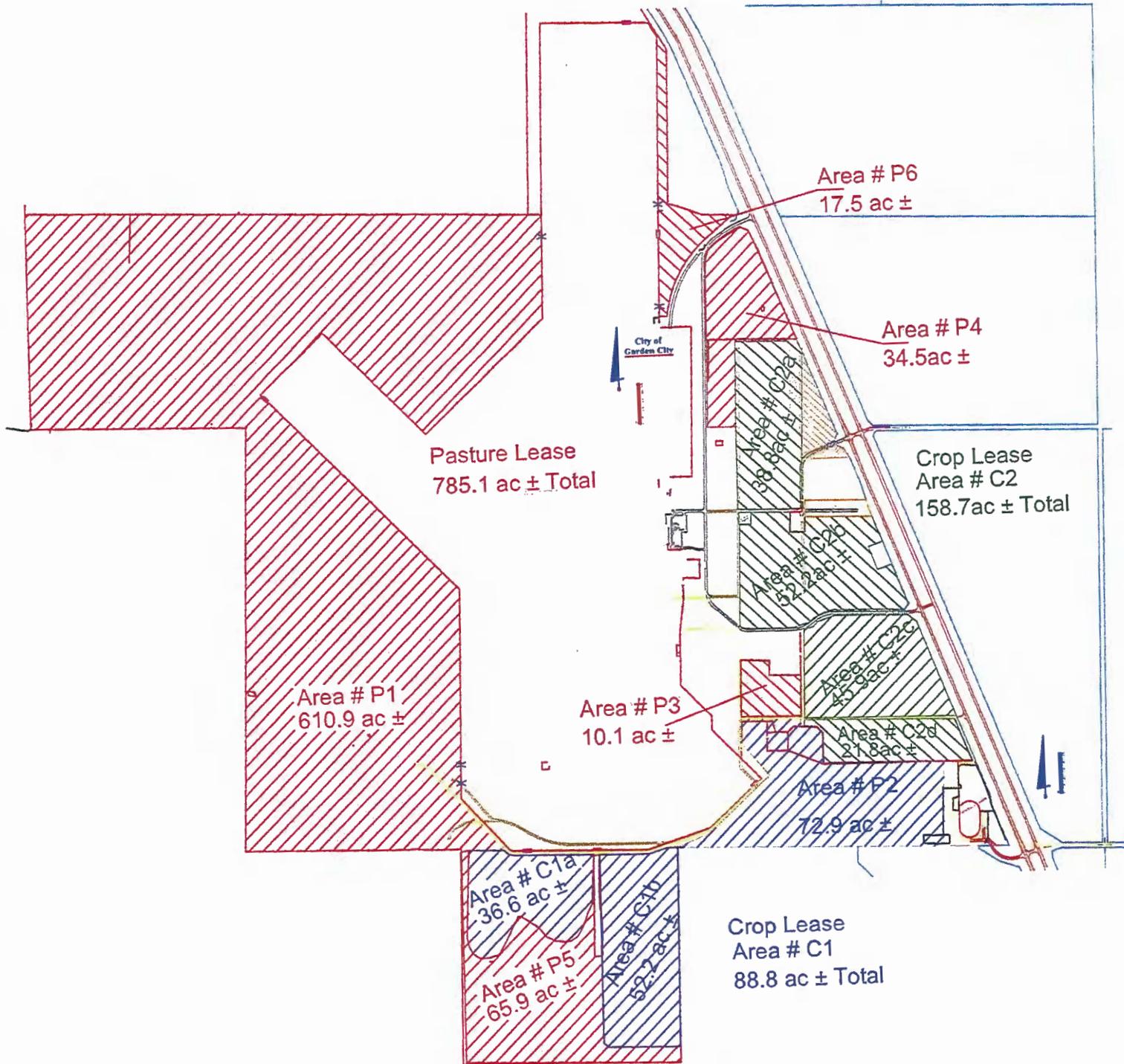
ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Larry Funk

EXHIBIT A



LEASE AGREEMENT
(Pasture - Tract P5)

THIS LEASE AGREEMENT (Agreement), made this _____ day of February, 2015, by and between CITY OF GARDEN CITY, KANSAS (Landlord) and JUSTIN HURLEY (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

65.9 acres of pasture land depicted as P5 on Exhibit A attached hereto
and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 29th day of February, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord, as annual rent for the Leased Premises, the annual sum of Seven Hundred Ninety-seven and 28/100 Dollars (\$797.28) to be paid in monthly installments in the amount of Sixty-six and 44/100 Dollars (\$66.44), due on March 1, 2015, and on the 1st day of each month thereafter during the term of this Agreement.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.

5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay Landlord for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.

8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property or livestock left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all rent due for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

20. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his heirs and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

22. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to Landlord: Director of Aviation
Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1190

(2) If to Tenant: Justin Hurley
2835 W. Maple
Garden City, Kansas 67846
Telephone: (620) 271-2244

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

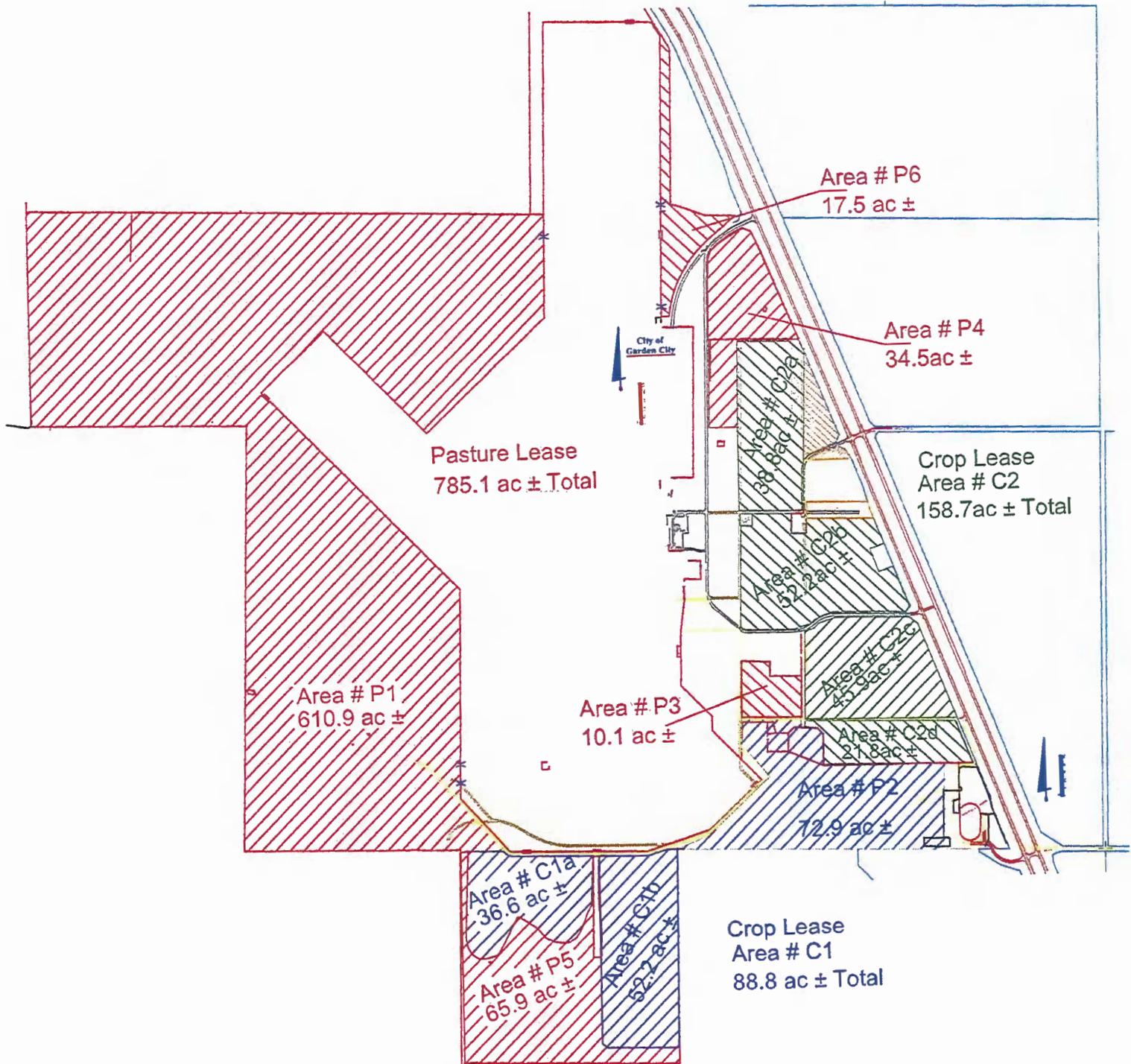
ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Justin Hurley

EXHIBIT A



LEASE AGREEMENT
(Pasture - Tract P6)

THIS LEASE AGREEMENT (Agreement), made this _____ day of February, 2015, by and between CITY OF GARDEN CITY, KANSAS (Landlord) and JUSTIN HURLEY (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

17.5 acres of pasture land depicted as P6 on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of five (5) years from the 1st day of March, 2015, to the 29th day of February, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord, as annual rent for the Leased Premises, the annual sum of Four Hundred Thirty-nine and 20/100 Dollars (\$439.20) to be paid in monthly installments in the amount of Thirty-six and 60/100 Dollars (\$36.60), due on March 1, 2015, and on the 1st day of each month thereafter during the term of this Agreement.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.

5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay Landlord for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.

8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property or livestock left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all rent due for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

20. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his heirs and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

22. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to Landlord: Director of Aviation
Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1190

(2) If to Tenant: Justin Hurley
2835 W. Maple
Garden City, Kansas 67846
Telephone: (620) 271-2244

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

By _____
Roy Cessna, Mayor

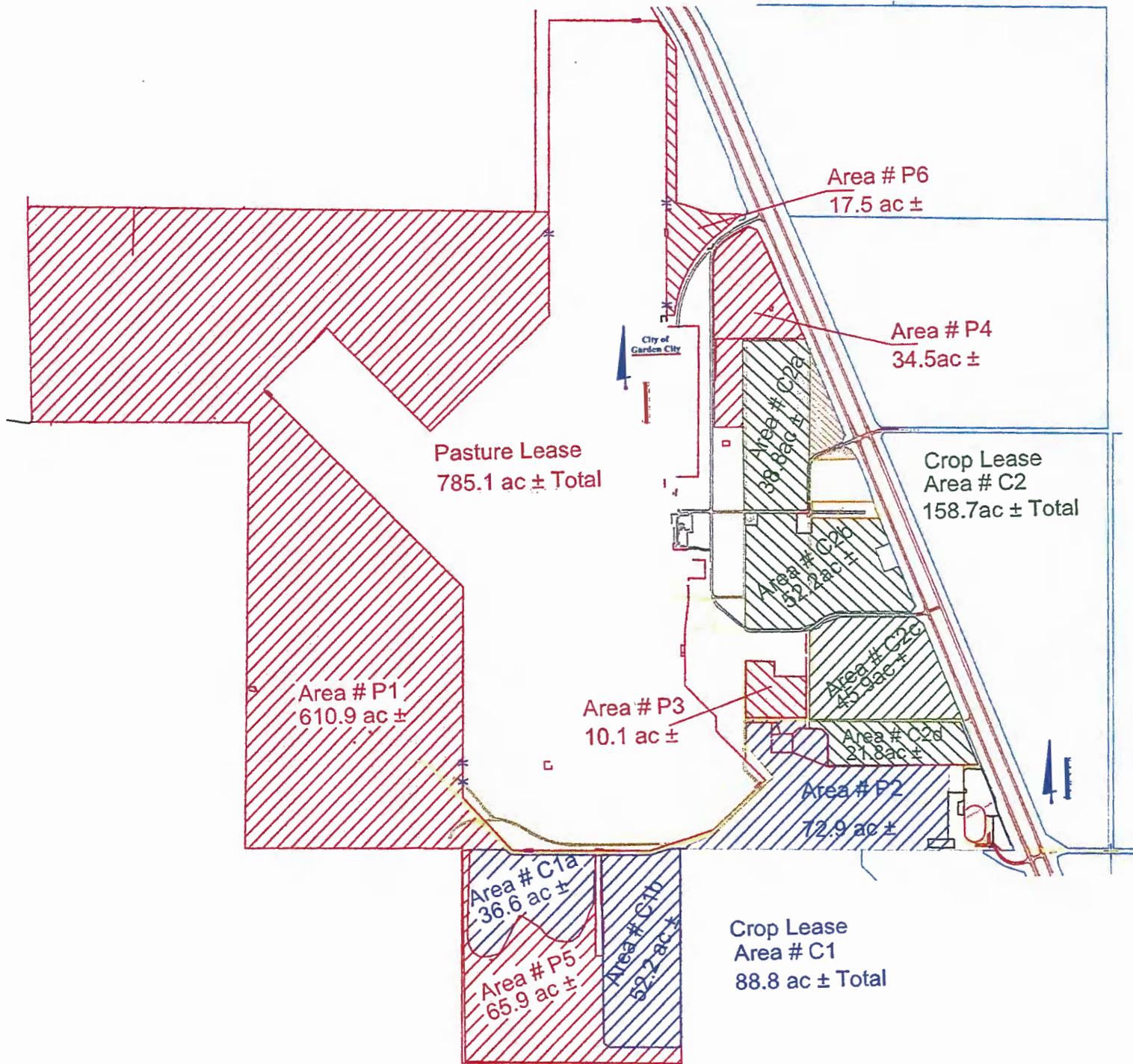
ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Justin Hurley

EXHIBIT A



MEMORANDUM

TO: Matthew C. Allen, City Manager
FROM: James R. Hawkins, Chief of Police
DATE: January 14, 2015
SUBJECT: C.P.O.S.T. Tuition



Issue: The Garden City Police Department proposes a tuition reimbursement incentive for the Police Officer Standards and Training graduates who hire on as patrol officers.

Background: The Garden City Police Department (GCPD) recruits officers from Colorado who have completed Colorado Police Officer Standards Training (CPOST). These candidates for police officer position have paid their own tuition to complete certification for peace officer. If hired by the Garden City Police Department, they are eligible to complete the reciprocity academy at the Kansas Law Enforcement Training Center (KLETC). The reciprocity academy is only one week compared to 14 weeks for non-POST graduates. This process allows the GCPD to accelerate the training program of the recruits and avail itself of their services in approximately half the time of a non-POST certified officer.

The salary and expenses paid to non-POST certified officers while attending KLETC is approximately \$9,205.00. The tuition for CPOST candidates is between \$6,775.00 and \$7,200.00. A contract for a two-year minimum commitment would be expected for officers hired under this program.

Alternatives:

1. Continue as is with no change in incentives for POST certified candidates.
2. Approve the proposed incentive with a contract between the City and the candidate.

Recommendation: It is recommended that the incentive for POST certified candidates be approved.

Fiscal Note: Cost per candidate is approximately \$6,775.00 to \$7,200.00. This is less than the cost of salaries and expenses of non-POST certified candidates while attending the academy.

A handwritten signature in blue ink, appearing to read "James R. Hawkins".

James R. Hawkins
Chief of Police

MEMORANDUM

TO: Matthew C. Allen, City Manager
FROM: James R. Hawkins, Chief of Police
DATE: January 23, 2015
SUBJECT: Architectural Contract



The Garden City Police Department is herewith seeking acceptance from the Governing Body of the contract between Dan Fankhauser, Architect, and the City of Garden City for the architectural phase of the new Garden City Police Department Firearms Training Range.

Should you have any questions or concerns, please contact me at your convenience.

A handwritten signature in black ink, appearing to read "James R. Hawkins", is positioned above the typed name.

James R. Hawkins
Chief of Police



AIA[®]

Document B105[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the 19
in the year 2015
(In words, indicate day, month and year)

day of January

BETWEEN the Owner:
(Name, address and other information)

City of Garden City
PO Box 998
Garden City, KS 67846

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

and the Architect:
(Name, address and other information)

Dan Fankhauser Architect
PO Box 579
Garden City, KS 67846

for the following Project:
(Name, location and detailed description)

A new Garden City Police Department
firearms training range
So, Old Highway 83
Garden City, KS 67846

The Owner and Architect agree as follows.

Init.

AIA Document B105[™] – 2007 (formerly B155[™] – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A fee of \$75,000, limited to architectural structure, HVAC plumbing, and electrical.

The Owner shall pay the Architect an initial payment of Dollars (\$ 5000.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid (60) days after the invoice date shall bear interest from the date payment is due at the rate of percent (2 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

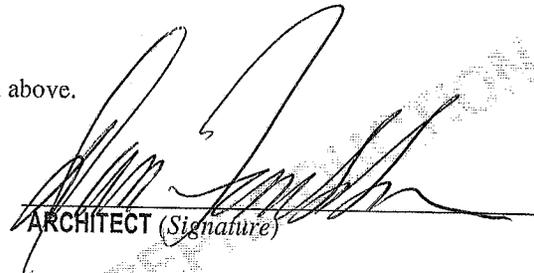
(Insert descriptions of other services and modifications to the terms of this Agreement.)

Exclusions: Survey
Soil Tests
Perspective of Building
Printing
Interior Design

Black and white check prints \$5.00 each
Colored prints \$7.00

This Agreement entered into as of the day and year first written above.

OWNER (Signature)



ARCHITECT (Signature)

(Printed name and title)

Dan Fankhauser, Architect

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document B105™ - 2007 (formerly B155™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEYCOUNTY
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: Garden City Commission
From: Kaleb Kentner
CC: File
Date: January 8, 2015
Re: GC2015-08: J & J Addition plat

ISSUE: Consideration of the J & J Addition plat.

BACKGROUND: At the request of Dao Anh Tran, the Commission is asked to approve the J & J Addition plat. This is a replat of lots six through twelve of the Wall Industrial District subdivision. This plat is located at 1620 E. Fulton Plaza. The new J & J Addition plat will adjust the lot line for lot six and create two new lots by combining a portion of lot six and all of lots seven through twelve.

The plat includes a dedication of a small strip of land along Fulton Plaza and along JC Street to be dedicated to the City of Garden City, to add to the existing right of way. The purpose of this dedication being, on the north line, the highway put in a spiral curve that can't be defined; and therefore, points were surveyed and straight lines were created leaving the remainder of the land to be dedicated to the City. Please refer to the highlighted portions on the attached plat.

Case GC2015-05 is a request to rezone lot one of this proposed plat from "C-2" General Commercial to "I-1" Light Industrial. This case is being presented at this meeting.

The plat went through an initial site plan review on Wednesday, January 14, 2015. There are only a few minor changes that need to be made which includes a recommendation from the Register of Deeds to change the name due to two other recorded plats with similar names.

ALTERNATIVES: The Commission may:

1. Approve the plat.
2. Approve the plat with changes.
3. Not approve the plat.

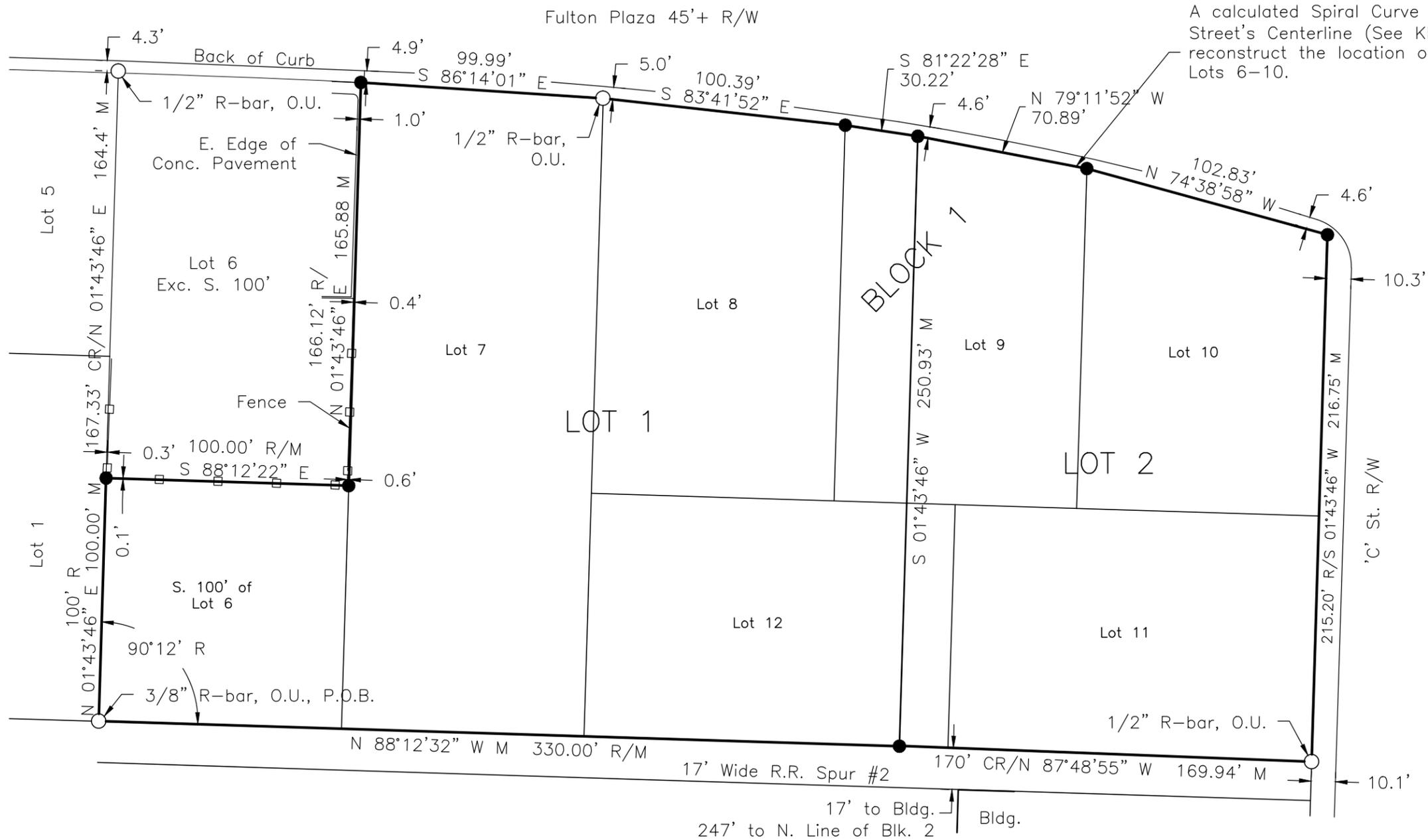
RECOMMENDATION: Staff recommends approval of the plat.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission has recommended to approve the plat.

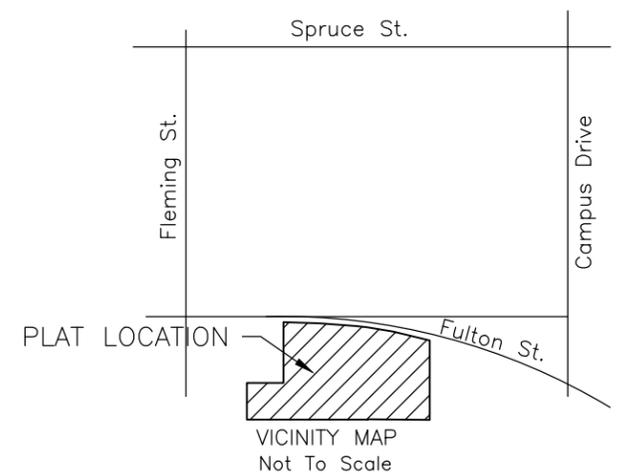
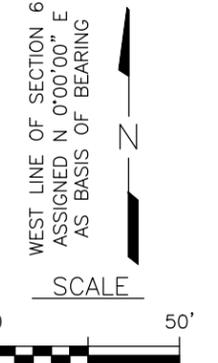
Present- 5
Yea- 5
Nay- 0

J & J ADDITION

A Replat of the S. 100' of Lot 6 and all of Lots 7-12,
Block 1, H. B. Walls Industrial District,
Garden City, Finney County, Kansas



A calculated Spiral Curve offset 105' from Fulton Street's Centerline (See KDOT 1973 Plans) used to reconstruct the location of the North corners of Lots 6-10.



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 not shown.
4. Per agreement with the City Engineer, the South R/W of Fulton Plaza has been simplified from a Spiral Curve to straight lines between Lot corners. Intermittent portions of a Spiral Curve are not definable.

LEGEND

- Found Monument
- Set 1/2" x 24" R-bar & "Parks LS 1289" cap
- R Record Measurement
- Walls Plat
- 0.00' Measured = M
- C Calculated
- O.U. Origin Unknown

CORNERSTONE Professional Services, Inc.
1555 North Shore Circle
Garden City, KS. 67846
1753 620-272-7592
8 Jan., 2015 Copyrighted



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 27 January 2015

RE: HARDING LIFT STATION REHABILITATION

Engineering Department

ISSUE

Governing Body consideration and acceptance of bids received January 27, 2015 for rehabilitation of the sanitary sewer lift station near Harding Street and the drainage ditch.

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

C.W. Harper, P.E.
Project Engineer

BACKGROUND

The project converts the 38 year old wetwell/drywell lift station to a submersible pump wetwell installation; this work is what we did to the lift station at Lee Richardson Zoo in 2013. The project was originally bid last July, with the sole bid received in August 2014 exceeded the estimate and budget and was rejected. The project was delayed until 2015.

Only one bid was received, from Dick Construction, Inc. for \$119,800.00, which is under the engineer's estimate of \$120,000.00.

ALTERNATIVES

The Governing Body must reject the bid, or defer action until a later date.

RECOMMENDATION

Staff recommends accepting the bid and awarding the contract to Dick Construction, Inc., in the amount of \$119,800.00, and authorizing the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.

FISCAL

Funding for this project is in the 2015 Water & Sewer budget.

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

A handwritten signature in cursive script that reads "Steve Cottrell".

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 January 2015

RE: UTILITY EASEMENT

ISSUE

Governing Body consideration and acceptance of a utility easement for installation of a new streetlight at 1013 Lamplighter Lane.

BACKGROUND

The Electric Department is installing a new streetlight at 1013 Lamplighter Lane. An easement is needed for the line.

An easement has been obtained from Rodney K. and Mary J. Farnsworth.

ALTERNATIVES

The Governing Body may accept or reject the easement.

RECOMMENDATION

Staff recommends accepting the easement.

FISCAL

There is no cost to the City for this easement.

Steve Cottrell



Engineering Department

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

C.W. Harper, P.E.
Assistant City Engineer

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

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 January 2015

RE: SIDEWALK EASEMENT

ISSUE

Governing Body consideration and acceptance of a sidewalk easements on the east side of Terrace Place south of Long Boulevard.

BACKGROUND

The Solid Waste Department is has been working with the new owners of Terrace Place Condominiums regarding the placement of dumpsters along the east side of Terrace Place. An easement is needed to allow construction of the public sidewalk around the rear of the dumpsters.

Easements has been obtained from Garden Spot Rentals No. 1 LLC and Rondal L. & Linda S. Leonard

ALTERNATIVES

The Governing Body may accept or reject the easements.

RECOMMENDATION

Staff recommends accepting the easements.

FISCAL

The minor cost to the City the additional sidewalk construction will be covered by the Solid Waste budget, the work will be completed by City forces.



Engineering Department

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

C.W. Harper, P.E.
Assistant City Engineer

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

EASEMENT

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

GARDEN SPOT RENTALS NO. 1 LLC

their successors and assigns, hereby grant to the City of Garden City, Kansas (City), its successors, assigns, lessees, agents, franchisees, and all others granted the right to use or occupy a City right-of-way or easement, the right, privilege, and authority to construct, maintain, repair, reconstruct, a public sidewalk, on, over, and under the surface of the following described real estate:

An undivided 34/42 interest in the common areas of Terrace East Condominium located on Lot 1, Block 1, Terrace Place Addition, as shown on Exhibit A, Garden City, Finney County, Kansas

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress. This Easement shall run with the land.

It is expressly understood that the undersigned, in granting the use herein specified, have done so without divesting themselves of the use and enjoyment of the described premises, subject only to the rights of the City, its successors, assigns, lessees, agents, and franchisees to use the same for the purposes herein specified.

IN WITNESS WHEREOF, the Grantors have caused this Easement Agreement to be signed this 14 day of January, 2015.

GARDEN SPOT RENTALS NO. 1 LLC

[Signature]

By:
Title:

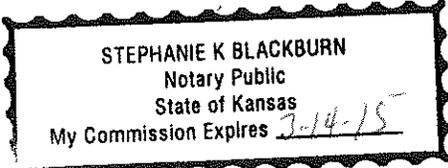
STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 14 day of January, 2015, before me, a Notary Public in and for the County and State aforesaid, came Steve Burgess, GARDEN SPOT RENTALS NO. 1 LLC who is 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.

[Signature]
Notary Public

My Commission Expires:



Long Blvd

40.00

22.44

5' Sidewalk Easement

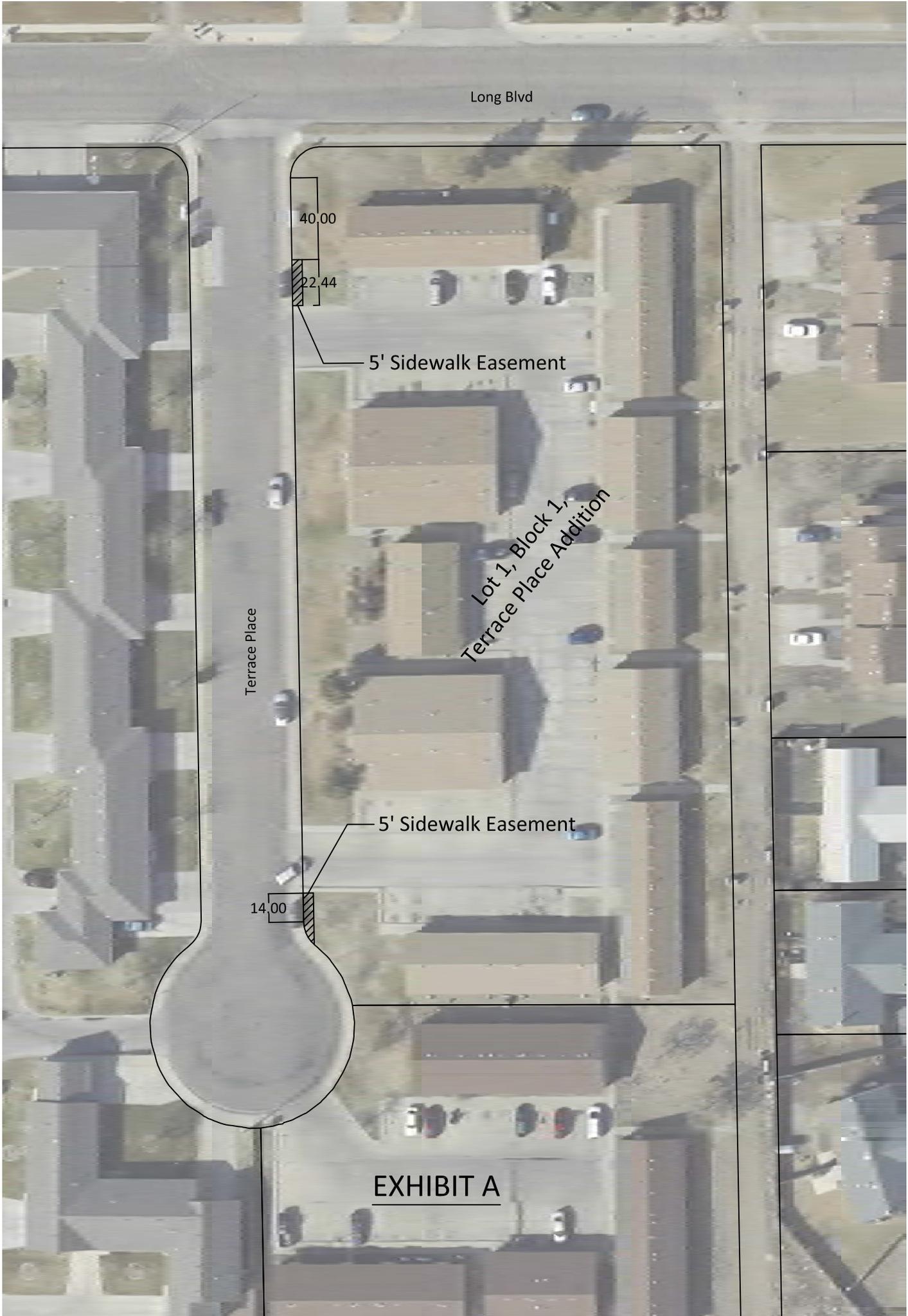
Terrace Place

Lot 1, Block 1,
Terrace Place Addition

5' Sidewalk Easement

14.00

EXHIBIT A



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 January 2015

RE: WINDSOR HOTEL TRANSPORTATION ENHANCEMENT
GRANT

**Engineering
Department**

ISSUE

The Governing Body is asked to consider and approve Supplemental Agreement #. 1 between the City and Treanor Architects, PA, for increased costs in the bidding and construction phases.

BACKGROUND

The Finney County Preservation Alliance and City staff conducted the consultant selection process and selected Treanor Architects, PA, Topeka for the project. Treanor had previously been working with the FCPA. Treanor has prepared a scope of services, proposal and contract for professional services for the design phase.

The delays in getting the project bid and under construction have extended and pushed the timeline of the project such that the costs presented in the original proposal are insufficient to cover actual costs. In addition as work progressed, unforeseen conditions have led to additional design costs to properly address those conditions.

ALTERNATIVES

The Governing Body may accept or reject Supplemental Agreement # 1 which could further delay completion of the project.

RECOMMENDATION

We recommend accepting Supplemental Agreement # 1 with Treanor Architects, PA, in an amount not to exceed of \$27,844.00 and authorizing the Mayor and City Clerk to execute the contract.

FISCAL

The Finney County Preservation Alliance is funding the local match and the only cost to the City is in staff time to administer the grant.

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

C.W. Harper, P.E.
Assistant City Engineer



SUPPLEMENTAL AGREEMENT # 1
FOR
CONSTRUCTION ARCHITECTURAL/ENGINEERING SERVICES

**Project No. 28 TE-0359-01 (TEA T035(901))
Garden City
Finney County**

THIS AGREEMENT, made as of _____, 2015, between the City of Garden City, Kansas (CITY) and TREANOR ARCHITECTS, P.A., 1715 SW Topeka Blvd. Topeka KS 66612 (ARCHITECT), for the HISTORIC WINDSOR HOTEL TE GRANT PROJECT.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 2, 2013, hereinafter referred to as the "Original Agreement" for professional architecture services for the WINDSOR HOTEL Transportation Enhancement project for the on-site inspection, testing, and contract administration.

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree as follows:

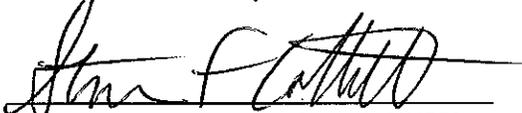
1. **Section 5.2.1** shall be replaced in its entirety to read as follows:

5.2.1. For Additional Services of ARCHITECT'S principals and employees engaged directly on the Project and rendered on the basis of ARCHITECT'S Director Labor Costs, plus Reimbursable Expenses in accordance with the fee schedule in Original Agreement Exhibit A and as amended in Exhibit SA-1, attached hereto.

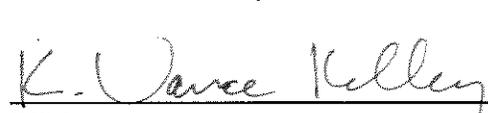
THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplemental Agreement as of the day and year first above written.

CITY OF GARDEN CITY, KANSAS


STEVEN F. COTTRELL, PE, CITY ENGINEER

TREANOR ARCHITECTS, P.A.


TITLE Principal

ROY CESSNA, MAYOR

ATTEST:

CELYN N. HUTADO, CITY CLERK

August 5, 2014

EXHIBIT SA-1

Steve Cottrell, City Engineer
City Administration Center
301N 8th Street
P.O. Box 998
Garden City, Kansas 67846

Don Harness
President
Finney County Preservation Alliance
P.O. Box 97
Garden City, Kansas 67846

RE: Historic Windsor Hotel TE Grant Project, 28 TE-0359-01

Dear Steve and Don,

We respectfully submit the following fee adjustment request for your review and approval.

1. Due to the length of time necessary for bidding the project and approval through the Kansas Department of Transportation we request an adjustment in the hourly rates. The proposal submitted in 2012 and approved in 2013 included hourly rates from that time period. We request the hourly rates be adjusted to correspond to the 2014 hourly rate structure. Reference Attachment #1 – Revised.
2. Due to the complications of the bidding, rebidding and approval process, at no fault of the design team, we are requesting additional compensation. Compensation for the additional services provided is based on 2012/2013 hourly rates. Reference Attachment #2.
3. As identified in DGM's Field Report - #1 from our site visit on 7/21/14 and 7/22/14, we recommend that unforeseen items A through F be completed prior to lifting of the structure. Based on this, we propose to complete the additional design work from previously gathered field documentation and issue corresponding contract change documents. Reference Attachment #3a and #3b.

In addition, Orders of Magnitude for Items A through F have been developed by The Wilson Group. Reference Attachment #4.



Please let us know if you have any questions regarding this request and the Orders of Magnitude from The Wilson Group. Once again we appreciate the opportunity to work with Garden City and the Finney County Preservation Alliance.

Respectfully Submitted,

K. Vance Kelley, AIA
Principal

Enclosures: Attachment #1 – Revised, Attachment #2, Attachment #3a and #3b and Attachment #4

**SUPPORTING DATA SHEET FOR ESTIMATE OF
ARCHITECTURAL/ENGINEERING FEES
Construction Administration - Hourly Rate Adjustment**

28 TE-0359-01

TEA T035(901)

Historic Preservation of Windsor Hotel

The City of Garden City, Kansas

(I) DIRECT PAYROLL	2012/2013	*2014		2012/2013	2014	2012/2013	2014	Additional Fee
POSITION TITLE	RATE	RATE	EST HOURS	AMOUNT	AMOUNT	TOTAL (SUBTOTAL)	TOTAL (SUBTOTAL)	TOTAL
Treanor Architects: Principal-in-Charge	200	200	72	14400	14400			0
Treanor Architects: Staff	90	150	97	8730	14550			5820
DGM Engineers: Project Manager	110	115	64	7040	7360			320
DGM Engineers: Project Engineer	85	90	162	13770	14580			810
The Architect: Project Manager/On-Site Observation	106	114	150	15900	17100			1200
Treanor Architects: Principal-in-Charge Donation	200	200	88	17600	17600			
				SUBTOTAL(I)	SUBTOTAL(I)	77440	85590	8150
(II) GENERAL and ADMINISTRATIVE OVERHEAD (%) X SUBTOTAL (I)						Incl.	Incl.	Incl.
(III) SUBTOTAL (Sum of I and II)						77440	85590	8150
(IV) NET FEE								
(V) DIRECT EXPENSES (TRAVEL, MATERIALS, POSTAGE AND CONSULTANTS)	RATE	RATE	DAYS/MILES/ OTHER	AMOUNT				
Travel (6 DGM Visits/3 Treanor Visits)				4000				
Telephone				0				
				SUBTOTAL(V)		4000	4000	0
(VI) COST (TOTAL FOR JOB ITEMS III+IV+V)						81440	89590	\$8,150
(VI) COST (TOTAL FOR JOB ITEMS III+IV+V) LESS DONATION						63840	71990	\$8,150

*As a continued donation, the hourly rate for Treanor's Principal-in-Charge will remain at the 2012/2013 rate

**SUPPORTING DATA SHEET FOR ESTIMATE OF
ARCHITECTURAL/ENGINEERING FEES
Construction Administration - Unforseen Conditions**

28 TE-0359-01

TEA T035(901)

Historic Preservation of Windsor Hotel

The City of Garden City, Kansas

(I) DIRECT PAYROLL		2014			Additional Fee
POSITION TITLE	RATE	HOURS	AMOUNT		TOTAL
Treanor Architects: Principal-in-Charge	200	0	0		0
Treanor Architects: Staff	150	8	1200		1200
DGM Engineers: Project Manager	115	0	0		0
DGM Engineers: Project Engineer	90	0	0		0
The Architect: Project Manager/On-Site Observation	114	0	0		0
Treanor Architects: Principal-in-Charge Donation	200	0	0		0
			SUBTOTAL(I)		1200
(II) GENERAL and ADMINISTRATIVE OVERHEAD (%) X SUBTOTAL (I)					Incl.
(III) SUBTOTAL (Sum of I and II)					1200
(IV) NET FEE					
(V) DIRECT EXPENSES (TRAVEL, MATERIALS, POSTAGE AND CONSULTANTS)	RATE	DAYS/MILES/ OTHER			
Travel					
Telephone					
(VI) COST (TOTAL FOR JOB ITEMS III+IV+V) LESS DONATION					\$1,200

DGM Consultants, P.A.
Structural Engineering and Masonry Consulting

July 30, 2014

Todd Renyer
Trenor Architects
1715 SW Topeka Boulevard
Topeka, KS 66612

Re: Windsor Hotel TE Grant Project
Unforeseen Condition Proposal 7/30/2014

Dear Mr. Renyer,

In response to your request, we provide this letter as a proposal of additional services to address unforeseen conditions noted recently during our 7/21-7/22/14 site visit. Items noted here are identified by the outline items (A-F) listed on our 7/23/14 field report, please reference that report.

Services:

I.	Design/drafting services for the items noted in report:	43 hrs
	Hourly summary by line item:	
A.	Item A:	3.5 hrs
B.	Item B:	
1.	Item B.1:	6 hrs
2.	Item B.2:	0 hrs
3.	Item B.3:	4 hrs
4.	Item B.4:	1 hr
5.	Item B.5:.....	0.5 hr
C.	Item C:	4.5 hrs
D.	Item D:	
	Current Supplemental Documents.....	0 hrs
	Contingency for services to address findings	16 hrs
E.	Item E:	
1.	Item E.1:	1 hr
2.	Item E.2:	3.5 hr
3.	Item E.3:	2.5 hr
F.	Item F:	0.5 hr
II.	ASI assembly, plan notation, & text:	8 hrs
III.	Summary of Design Fees	
A.	Total Hours	51 hrs
B.	10% Contingency	5 hrs
C.	Billing Rate:	\$110/hr
D.	Total = (51+5) x \$110.	\$6160

IV. Site Visit: \$2800

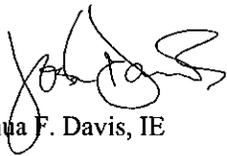
We propose adding one additional site visit. This would be scheduled for after the 2nd floor of Bay 4 is accessible and about 1/2 of work on the atrium walls is completed. This will allow us to review and discuss work being done and provide direction for the Bay 4 work. Site visit lump sum includes all hours and travel expenses for a 2-day trip. Full review of the atrium walls would be done during a subsequent site visit already in our contract agreement.

V. Total

A. Design.....	\$6160
B. Site.....	\$2800
C. Total Proposal	\$8960

Please let me know if you have any questions.

Respectfully submitted,
DGM Consultants, P.A.



Joshua F. Davis, IE



MEMORANDUM

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: January 27, 2015
SUBJECT: Purchase Request on Solid Waste Container Bid

CITY COMMISSION

ROY CESSNA,

Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ISSUE

Staff is requesting Governing Body consideration of accepting the low bid from Downing Sales & Service for metal trash containers.

BACKGROUND

Bids were opened January 27, 2015 in the Administration Building at 10:00 a.m. for 250 metal trash containers (3 yd. side load). The low bidder was Downing Sales & Services from Phillipsburg, Missouri for \$122,250.00. The delivery date for the containers is three to five weeks from approval of the bid. The budget authority is \$136,800 for the purchase of trash containers.

Staff has attached the bid tabulation sheet for your review.

ALTERNATIVES

Alternative 1: Approve the low bid of 250 containers from Downing Sales & Service for \$122,250.00.

Alternative 2: Reject the low bid from Downing Sales & Service.

RECOMMENDATION

Staff recommends Governing Body consideration and approval for 250 metal trash containers from Downing Sales & Service for \$122,250.00 (**Alternative 1**).

FISCAL NOTE

Trash Containers - \$122,250.00, fund cite #075-51-511-6185; Budgeted Amount \$136,800.00.

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

CITY OF GARDEN CITY SOLID WASTE CONTAINERS

BID TABULATION SHEET

Date & Time: Tuesday, 27 January 2015
 Equipment: Solid Waste Containers
 Location: Conference Room, City Hall

DEPT. BUDGET
 Solid Waste \$136,800.00

BIDDERS	250 3 YD SIDELOAD	GOV'T DISCOUNT	TOTAL	DELIVERY DATE	EXCEPTIONS & COMMENTS
Downing Sales & Service Phillipsburg, MO	\$489.00 Each	\$0.00	\$122,250.00	3 - 5 weeks	
MWC Atkinson, NE	\$552.50 Each	\$0.00	\$138,125.00	8 weeks	
Ameri-Kan Warsaw, IN	\$635.75 Each	\$0.00	\$158,937.50	7 - 12 weeks	
Waste Systems Abernathy, TX	NO BID				



Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
E-mail: Allen.Shelton@gardencityks.us

Allen Shelton
Fire Chief
(620) 276-1140
Fax: (620) 276-1142

MEMO

To: Governing Body

From: Fire Chief Allen Shelton

Date: January 28, 2015

Re: Purchase Request on Vehicle Bids

ISSUE

Staff is requesting Governing Body consideration of accepting the low bid from Burtis Motor Company for the following items:

- 4WD SWR One Tone Regular Cab (2)

BACKGROUND

Bids were opened on January 27, 2015 in the Central Fire Station, 302 N.9th Street at 10:00 a.m. for Two (2) 4WD SWR One Tone Regular Cab 2015 Model Pickups. Burtis Motor was low bidder for the item requested. Delivery date will be 8-10 weeks from approval of the bid.

Staff has attached the bid tabulation sheet for your review.

RECOMMENDATION

Staff recommends Governing Body consideration and approval for the purchase of the following itmes from Burtis Motor:

- Two (2) 4WD SWR One Ton Regular Cab - \$26,179.00 each = \$52,358.00

FISCAL NOTE

4WD SWR One Ton Regular Cab (2) - \$52,358.00 fund cite #115-152-6100.16; Budgeted Amount \$20,000.00 per years 2015, 2016, and 2017.

**CITY OF GARDEN CITY
CITY ADMIN VEHICLE**

Bid Tabulation Sheet

Date & Time: Tuesday, January 27, 2015 10:00 a.m.

Equipment: Two (2) 4WD SWR One Ton Regular Cab 2015 Model/Current Production

Location: Central Fire Station, 302 N. 9th, Garden City, Ks.

DEPT.

BUDGET

Fire Department

\$20,000.00 per yr's
2015,2016 & 2017

BIDDERS	Non-Taxable Cost	LESS GOVT DISCOUNT	TOTAL	Quantity	Total Cost	DELIVERY DATE	EXCEPTIONS & COMMENTS
Burtis Motor Company Eldon Dailey	\$36,580.00	(\$10,402.00)	\$26,179.00	2	\$52,358.00	8-10 wks	2015 Ford Compliant
Burtis Motor Company Eldon Dailey	\$36,420.00	(\$9,251.00)	\$27,170.00	2	\$54,340.00	10-12 wks	2015 Dodge See bid sheet for exceptions
Lewis Motor Company Storm Denison	\$38,305.00	(\$9,980.00)	\$28,325.00	2	\$56,650.00	8 wks	2015 Chevrolet Silverado motor and alternator not in line with bid specifications
Western Motor	\$0.00	\$0.00	\$0.00	2	\$0.00	n/a	No bid received

Other Entities Minutes



GARDEN CITY RECREATION

REVISED AGENDA - Garden City Recreation Commission

Regular Meeting

Monday – January 19, 2015 @ 5:15 p.m.

Garden City Recreation Commission, 310 N. 6th Street

- I. Call Meeting to Order
- II. Approval of Agenda
- III. Consent Agenda
The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.
 - Minutes of Regular Meeting December 15, 2014
 - Financial Reports for December 2014
 - Staff Reports for January 2015
 - Participation Reports December 2014
- IV. Superintendents Report
 - Citizens Academy (Marcus Ramos, Vice Chair)
 - Pecos Baseball League
 - Core Fitness Center
 - Possibilities for a community center/indoor soccer facility
 - Tour of Core Fitness Center
- V. New Business
 - a. Election of Garden City Recreation Commission Board Chair & Vice Chair for 2015.
 - b. Approval of the 2015 Recreation Commission Meeting Calendar
 - c. 2015-17 Beverage Bid for Garden City Recreation Commission Concessions and Vending Machines.
 - d. Refund request for the purchase of materials for Core Fitness in the amount of \$265.87 to John Washington.
 - e. Recreation Board consideration and approval of a Facility Use Agreement between the City of Garden City, Garden City Recreation Commission and Pecos League of Professional Baseball Clubs, LLC.
- VI. Old Business
- VII. Executive Session – Recreation Board will go into executive session for the purpose of discussing personnel. (Superintendents Annual Review).
- VIII. Garden City Recreation Commission Questions & Comments
- IX. Adjournment

Next Meeting

February 23, 2015

Activity Center @ 5:15pm

310 N. 6th Street, Room 112

**Garden City Recreation Commission
Minutes
Monday, December 15, 2014**

I. Call Meeting to Order

Chairperson Anna Urrutia called the meeting to order at 5:28pm. GCRC Board Member present was Marcus Ramos and Myca Bunch. GCRC Staff present were Superintendent John Washington, Bookkeeper Debbie Bridgeman, Wellness Director Meghan McFee and Finance Director Terri Hahn. Guest was Sarah Tighe, new staff for the Wellness Center.

II. Approval of Agenda

Motion by Myca Bunch to approve the agenda, seconded by Marcus Ramos. Motion carried with all in favor.

John asked to add to the agenda under V. New Business, c. Approval of Locker Purchases for CORE FITNESS. Motion by Myca Bunch to approve the amended agenda, 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 November 24, 2014**
- **Financial Reports for November 2014**
- **Staff Reports for December 2014**
- **Participation Reports**

Motion by Myca Bunch to approve the consent agenda, seconded by Marcus Ramos. Motion carried with all in favor.

IV. Superintendents Report

- **RSVP for the 2014 Board/Staff Dinner January 10, 2015** – Please RSVP to either Rita Diaz or Terri Hahn for the dinner.
- **Building will be closed on Christmas Eve & Day, New Year Eve and New Year's Day.** – John informed the Board that the Garden City Recreation Commission building will be closed December 24 and 25th, December 31st and January 1st.
- **CORE FITNESS CENTER Construction Update** – Near completion of the inside with flooring and some electrical still needing to be done. Weather has played a delay in concrete drives and sidewalks but work has continued on the brick and stucco on the exterior of the building. Hopefully the project is complete by year end.
- **The Big Pool** had great discussions after my CIP presentation on Recreational Projects. Aquatic's Director Monica Colborn is working with The City of Garden City Water Resource Manager, Fred Jones on solutions on how to make the repairs and get the facility open for 2015. Water Edge Aquatics Design, Lenexa Kansas is determining how and what to fix for 2015. CIP Committee is sending the Big Pool concerns to the City Commissioners for discussion and would like public comments on what to do with the Big Pool.
- **Introduction of the Fitness Staff for 2015** – John ask Wellness Director Meghan McFee to introduce Sarah Tighe. Sarah is the Community Health Specialist for the Garden City Recreation Commission Wellness Center.

V. New Business

- a. **Superintendent is seeking for the following Policy Change (See Packet)** – John had Bookkeeper Debbie Bridgeman go thru the Policy Manual and check for updates and deletions that did not get included over past years. Everything in blue with either a line thru it or type in needs to be approved. Motion by Myca Bunch to approve the Policy Change as presented, seconded by Marcus Ramos. Motion carried with all in favor.
- b. **Pecos Baseball League 2015** – Instead of 2016 the Pecos Baseball League will begin in May of 2015. They will be hosting spring training in May. Sports Director Jared Rutti is working with the Pecos staff and notifying USD 457 of the change but to assure that their practice and game schedule will not change. We will need to contact the traveling teams of past and inform them that they may be playing several of their games at the Academy Field. John asked to table this until the contract comes back for signing. Motion by Marcus Ramos to table the Pecos Baseball League, seconded by Myca Bunch. Motion carried with all in favor.
- c. **Approval of Locker Purchases for CORE FITNESS Center.** – Wellness Director Meghan McFee is asking for approve to purchases lockers and benches for the new CORE FITNESS CENTER. Meghan has received quotes from Salsbury Industries for \$10,154.25 and PSISC, \$15,044.00. Meghan is recommending Salsbury Industries for \$10,154.25. Motion by Marcus Ramos to approve the purchases of lockers and benches from Salsbury Industries for \$10,154.25 for the CORE FITNESS CENTER. The motion was seconded by Myca Bunch. Motion carried with all in favor.

VI. Old Business

VII. Executive Session – Upon Request for discussion of Real Property or Personnel (Superintendents Evaluation). NO EXECUTIVE SESSION TAKEN

Garden City Recreation Commission Questions & Comments

GCREC Board Member Myca Bunch asked John to check into state status on how to add more board members. John replied that it requires a resolution change that Recreation Board would have to approve then it be sent to the City Commission for approval. John asks, “Are you looking for a 7 or a 9 member board”? Myca said either would be better than 5.

VIII. Adjournment

Motion by Marcus Ramos to adjourn the meeting. The motion was seconded by Myca Bunch. Meeting adjourned at 6:45pm.

Terri Hahn
Secretary

Approved January 19, 2015