

AGENDA
CITY COMMISSION MEETING
Tuesday, April 7, 2015
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review water conservation strategies and the City’s Consumer Confidence Report. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
 - A. State Representative John Doll requests the opportunity to address the Governing Body on legislative items of importance to the City.
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Governing Body consideration and approval to proclaim April 7, 2015 as Tevin Briscoe Day.
 - B. Governing Body consideration and approval to proclaim April 8, 2015 as Michael Prieto Day.
 - C. Governing Body consideration and approval to proclaim the week of April 7 - 14, 2015 as Garden City High School Wrestling Championship Week.
 - D. Governing Body consideration and approval to proclaim the month of April 2015 as Child Abuse Prevention month.
 - E. Governing Body consideration and approval of a request from the Appliance & Furniture Mart for a waiver of the sign and temporary structure requirements for the tent sale/sidewalk sale April 18 -27, 2015 at 1117 Fleming Street.
 - F. Governing Body consideration and approval of a request from Sand Hills Amateur Radio to waive the noise ordinance from Saturday, June 27, 2015 at 12:00 p.m. to Sunday, June 28, 2015 in the south parking lot at the Law Enforcement Center.
 - G. Governing Body consideration and approval of a request from Primera Iglesia Bautista Hispana for a waiver of the noise ordinance and use of Stevens Park on Sunday, June 21, 2015 from 5:00 p.m. – 10:00 p.m. for a youth concert.
- VII. **REPORT OF THE CITY MANAGER.**

- A. Staff has provided an update on the progress of the emergency repairs at the swimming pool and is requesting approval to spend up to an additional \$25,000 making the total authorized amount \$200,000.
- B. Finance Director Hitz has provided the 2015 Budget Calendar.
- C. The City has received correspondences from Cox Communication regarding renewal of programmers and broadcasters.
- D. Congratulations to Garden City Police Officer Troy Davis and Kenneth Henderson Middle School on the occasion of their award from People Saving People.
- E. Staff has provided items of information for Governing Body review including the following: from Cemetery Director Stevenson the monthly activity report, from Finance Director Hitz the sales tax report and from Public Works Director Curran the transit report.
- F. Meetings of note:
 - ✓ March 30 – April 10, 2015 – Spring Clean-Up
 - ✓ April 4, 2015 – Lee Richardson Zoo’s Eggstravaganza from 8:30 a.m. – 3:30 p.m.
 - ✓ April 7, 2015 – Election Day
 - ✓ April 11-14, 2015 – Western Kansas Congressional Delegation reception in Washington, D.C.
 - ✓ April 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
 - ✓ April 18, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
 - ✓ April 18, 2015 – Shop Small Saturday in Downtown Garden City
 - ✓ April 18, 2015 – The Taste of Garden City at the Clarion Inn from 6:00 – 8:30 p.m.
 - ✓ April 22, 2015 – Earth Day at Lee Richardson Zoo
 - ✓ April 30, 2015 – Citizens’ Academy Graduation – City Administration Center at 5:30 p.m.
 - ✓ May 8, 2015 – 2nd Annual Downtown Vision Golf Tournament at The Golf Club at Southwind
 - ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2385-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____ - 2015, an ordinance approving the rezoning of land from “L-R” Low Density Residential District to “R-1” Single Family Residential District; amending the zoning ordinance and the district zoning map of the city; and repealing the current zoning ordinance and district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (Chappel Heights rezoning)

- B. Ordinance No. _____ - 2015, an ordinance regulating signs in the City of Garden City, Kansas; amending the zoning regulations, the comprehensive plan and the sign overlay of the future land use map of the comprehensive plan; of the city; amending zoning regulation Sections 23.020 and 23.090; repealing in its entirety current zoning regulation Sections 23.020 and 23.090; all to the Code of Ordinances of the City of Garden City, Kansas. (sign amendments)

- C. Resolution No. _____ - 2015, a resolution of the City of Garden City, Kansas approving the sale of a certain project financed with the proceeds of revenue bonds of the city; authorizing the execution and delivery of (1) a Bill of Sale, (2) a Special Warranty Deed, (3) a Termination and Release of Easement Agreement, (4) a Termination and Release of Assignment of Easements, (5) a Termination and Release of Lease, and (6) a Satisfaction, Discharge and Release of Indenture. (Wheatland Electric Cooperative Industrial Revenue Bonds.)

- D. 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. (2001 Mohawk Drive – Beige & Brown GMC pickup and 1209 N. Ninth Street – grey 2 door car)

- E. Resolution No. _____ - 2015, a resolution authorizing the City of Garden City to enter into a Municipal Lease/Purchase Agreement (Lease No. 5000127-007) for Police and Fire Department equipment with Clayton Holdings, LLC.

X. OLD BUSINESS.

- A. Governing Body consideration and approval of an amendment to the development agreement that is part of the development plan for the Clarion Park Estates RHID.

- B. Continuation from the March 17, 2015 meeting of the Governing Body's review and consideration of proposals for the State Theater.

XI. NEW BUSINESS.

- A. Governing Body consideration and approval of a change order in the amount of \$285,672.00, from Dick Construction for an additional vehicle/inventory area to be constructed at the Electric Service Center.

- B. Governing Body consideration and approval of an interlocal agreement between the City of Garden City, Kansas and the County of Finney, Kansas for Information Technology consulting services.

- C. County Administrator Partington, on behalf of the Finney County Commission, is requesting the Governing Body waive material costs and fees related to the extension of City utility services in an amount not to exceed \$60,088.00 for the new correction services building.

- D. Staff requests Governing Body appoint a City Commissioner to the selection committee for the architectural firm for the Central Fire Station addition and remodel.

E. **Consent Agenda for approval consideration:** (The items listed under this “consent agenda” are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

1. Governing Body consideration and approval of bids received on March 25, 2015 for an 8-passenger van for Lee Richardson Zoo.
2. Governing Body consideration and approval of the 2015 Vegetation Mowing applicants for code violations.
3. Governing Body consideration and approval of a Settlement Agreement and Mutual Release between Keith Alexander and the City of Garden City, Kansas.
4. Governing Body consideration and approval of bids received on March 18, 2015 for underground primary power cable for the Electric Department.
5. Governing Body consideration and approval of a bid received for contractual services to trench and install conduit, switch vaults, and transformer vaults along Jennie Barker Road.
6. Governing Body consideration and approval of bids received for padmounted switchgear.
7. Governing Body consideration and approval of bids received on April 1, 2015 for 2015 street chip sealing project.
8. Governing Body consideration and approval of bids received on April 1, 2015 for 2015 street mastic sealing project.
9. Governing Body consideration and approval of the Clarion Park Estates final plat.
10. Governing Body consideration and approval of the Chappel Heights final plat.
11. Permission for Paulette Baughman to reserve Space 4, Lot 124, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
12. Quit Claim Deed from Joann Reynolds transferring Spaces 5 and 6, Lot 75, Zone: I of Valley View Cemetery to the City of Garden City.
13. Quit Claim Deed from Joann Reynolds transferring Spaces 5 and 6, Lot 75, Zone: I of Valley View Cemetery to the City of Garden City.

14. Licenses:

(2015 New)

- | | |
|--|----------------------|
| a) PECOS League | Cereal Malt Beverage |
| b) Taxi Cab Leos..... | Taxi Cab |
| c) American Warrior Construction | Class A General |
| d) Sperry Construction | Class A General |
| e) Western Kansas Baptist Association..... | Class B General |

- f) RDH Electric Class B General
- g) Thrasher Systems..... Class D-M Mechanical

(2015 Renewal)

- h) E&E A/C (Gallegos A/C)..... Class D-E Electrical
- i) E&E A/C (Gallegos A/C).....Class D-P Plumbing w/ Gas
- j) E&E A/C (Gallegos A/C)..... Class D-M Mechanical
- k) Acosta Homes Inc..... Class E-SOC Specialized Other
- l) Castrellon Construction Class E-SOC Specialized Other

F. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

G. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

XII. CITY COMMISSION REPORTS.

A. Commissioner Dale

B. Commissioner Doll

C. Commissioner Fankhauser

D. Commissioner Law

E. Mayor Cessna

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
March 17, 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, March 17, 2015 with all members present. Commissioner Law opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Fankhauser moved to approve the request from Vickie Harshbarger, Mosaic of Garden City, to authorize the Mayor to proclaim March 2015 as Intellectual and Developmental Disabilities Awareness Month. 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 and authorize the Mayor to proclaim March 27, 2015 as Alan Geier Day. Commissioner Dale seconded the motion. The vote was taken yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the requests from Jimmy Deal, on behalf of Leave a Legacy Foundation for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 3, 2015 from 8:00 a.m. – 10:30 a.m., a waiver of the fees associated with hanging of banners and signs and assistance from Garden City Police Department. 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 City received correspondence from Cox Communication regarding channel line-up changes.

Staff provided an update on the progress of the emergency repairs to the swimming pool.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Cemetery Director Stevenson the monthly activity report, from Community Development Director Kentner the building and code enforcement reports, from Public Works Director Curran the monthly projects report and transit report, from Finance Director Hitz monthly financials, from Police Chief Hawkins the monthly activity report, and from Zoo Director Newland the monthly activity report.

Public Works Director Curran provided information for Governing Body review concerning the 2015 Spring Cleanup Program to be undertaken March 30 – April 10, 2015.

Meetings of note:

- ✓ March 21, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ March 21, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ March 25, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

- ✓ March 26, 2015 – Farewell reception for Human Resource Director Michelle Stegman from 2:00 p.m. – 4:00 p.m. at the City Administrative Center 2nd floor Meeting Room
- ✓ March 27, 2015 – Retirement reception for Parks Superintendent Alan Geier from 2:00 p.m. – 4:00 p.m. at the City Administrative Center 2nd floor Meeting Room
- ✓ March 28, 2015 - GCPD Citizens Police Academy – seven sessions held once a week from 9:00 a.m. – 12:00 p.m.
- ✓ March 30, 2015 – City of Holcomb and City of Garden City Candidate Forums at the City Administrative Center at 6:00 p.m.
- ✓ March 30 – April 10, 2015 – Spring Clean-Up
- ✓ April 1, 2015 – Garden City Community College and USD 457 Candidate Forums at the City Administrative Center at 6:00 p.m.
- ✓ April 4, 2015 – Lee Richardson Zoo’s Eggstravaganza from 8:30 a.m. – 3:30 p.m.
- ✓ April 7, 2015 – Election Day
- ✓ April 11-14, 2015 – Western Kansas Congressional Delegation reception in Washington, D.C.
- ✓ April 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.
- ✓ April 18, 2015 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ April 18, 2015 – Shop Small Saturday in Downtown Garden City
- ✓ April 18, 2015 – The Taste of Garden City at the Clarion Inn from 6:00 – 8:30 p.m.
- ✓ April 22, 2015 – Earth Day at Lee Richardson Zoo
- ✓ May 8, 2015 – 2nd Annual Downtown Vision Golf Tournament at The Golf Club at Southwind
- ✓ May 20, 2015 – Garden City Area Chamber of Commerce monthly breakfast – The Golf Club at Southwind at 7:30 a.m.

Appropriation Ordinance No. 2384-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,455,318.60,” was read and considered section by section. Mayor Cessna moved to approve and pass Appropriation Ordinance No. 2384-2015A. 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

Bernard Chappel, Glen Woods Trust, and RBC-LLC, the property owners of Chappel Heights, requested annexation of a 13.58 acre tract adjacent to Chappel Heights First Addition.

Ordinance No. 2692-2015, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(c),” was read and considered section by section. Commissioner Doll moved to approve Ordinance No. 2692-2015. 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. 2625-2015, “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 (1604 Walker – Teal Nissan Altima, 805 Conkling – red Dodge pickup and white Pontiac Firebird and 1002 N. 5th Street – white Jeep),” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2625-2015.

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

The Governing Body was asked to consider and authorize the release of a request for proposals from qualified zoos to assume care and custody of the elephants currently at Lee Richardson Zoo. Zoo Director Newland reviewed with the Governing Body the current situation with at Lee Richardson Zoo. David and Deann Crase spoke against finding new homes for the two elephants at Lee Richardson Zoo.

Commissioner Law moved to approve and authorize the release of a request for proposals from qualified zoos to assume care and custody of the elephants currently at Lee Richardson Zoo. 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	Nay	Yea

At the November 4, 2014 meeting, the Governing Body authorized issuing a new Request for Proposals (RFP) for use of the State Theater. Three proposals were submitted, and presentations for Governing Body consideration were made by the Finney County Preservation Alliance with the String Academy of the Plains, Garden City Recreation Commission with Duane West, and the State Theater Project. David Crase, Linda Motley, Melissa Fulton and Duane West spoke to the Governing Body on their wishes for the State Theater. After discussion, the Governing Body stated they needed more time to think about the proposals and deferred action until the April 7, 2015 meeting.

Commissioner Law moved to approve the 2015 distribution of Community Grant funds as recommended by the Alcohol Fund Advisory Committee.

2015 Community Grant Requests

Agency	Amount Requested	Amount Recommended
Communities in Schools	\$ 5,000	\$ -
Community Mexican Fiesta	\$ 2,000	\$ 2,000
Friends of Sandsage Bison Range	\$ 2,500	\$ 2,500
Garden City Downtown Vision	\$ 1,000	\$ -
GC Habitat for Humanity	\$ 2,000	\$ 2,000
Girl Scouts	\$ 5,000	\$ -
Miles of Smiles	\$ 2,250	\$ 2,250
St. Catherine Hospital Dev. Foundation	\$ 4,000	\$ 4,000
Southeast Asian Mutual Assistance Association	\$ 16,000	\$ -
Summer Playground Program	\$ 6,500	\$ -
Junior Leadership Corp	\$ 20,000	\$ 10,000
Youth Entrepreneurs	\$ 2,000	\$ 2,000
Total	\$ 68,250	\$ 24,750

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 Fankhauser moved to approve the 2015 distribution of AFAC funds as recommended by the Alcohol Fund Advisory Committee.

2015 AFAC Requests

Agency	Amount Requested	Amount Recommended
25th Judicial Community Corrections	\$ 18,450	\$ 18,450
25th Judicial Youth Services	\$ 20,000	\$ 20,000
Big Brothers Big Sisters	\$ 24,000	\$ 19,475
City on a Hill	\$ 13,800	\$ -
Communities In Schools	\$ 2,000	\$ 2,000
Real Men Real Leaders	\$ 4,875	\$ 4,875
Seeds of Hope Jail Ministry	\$ 8,900	\$ 5,200
Southeast Asian Mutual Assistance Association	\$ 12,500	\$ 10,000
Spirit of the Plains CASA	\$ 12,500	\$ 10,000
Summer Playground Program	\$ 6,500	\$ 5,000
USD 457 Junior Leadership Corp*	\$ 20,000	\$ -
Total	\$ 143,525.00	\$ 95,000.00

*Indicates organization recommended for Community Grant Funding

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 Doll moved to approve the 2015 distribution of the Art Grant funds as recommended by the Art Grant Selection Committee.

2015 Art Grant Requests

Agency	Amount Requested	Amount Recommended
Arts Fusion Initiative	\$ 2,500	\$ 2,500
City of GC, GCCC, Kearney County Hospital	\$ 5,000	\$ -
Edith Scheuerman Tigerrific Sign Choir	\$ 600	\$ 600
Friends of Garden City Arts	\$ 4,000	\$ -
Garden City Arts	\$ 7,500	\$ 2,000
GC Downtown Vision	\$ 2,500	\$ 1,500
Southwest Kansas Live On Stage	\$ 2,500	\$ 2,500
String Academy of the Plains	\$ 2,000	\$ 1,800
Steps Dance School	\$ 4,000	\$ -
Tumbleweed	\$ 3,000	\$ 3,000
Total	\$ 33,600.00	\$ 13,900

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

Advisory Board Recommendations:

Commissioner Fankhauser moved to approve the installation of stop signs on Terminal Avenue at the intersections of Terminal Avenue and Fleming Street and Terminal Avenue and JC Street. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
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Yea Yea Yea Yea Yea

Commissioner Law moved to approve the installation of the Pedestrian Crosswalk with signage on Spruce Street and GCCC Campus Road, having city staff install an ADA ramp with GCCC reimbursing the City for the cost of the concrete. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna Dale Doll Fankhauser Law
Yea Yea Yea Yea Yea

Commissioner Doll moved to table the request to deny the installation of a crosswalk with activated warning signs at the intersection of Campus Drive and Gene Avenue. 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

Commission Fankhauser moved to approve the installation of dip signs on Labrador Boulevard at the intersection of Labrador Boulevard and Henderson for eastbound and westbound traffic. 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 Doll moved to appoint Janice Deal to fill the unexpired term ending November 2015 on the Local Housing Authority 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

Mayor Cessna moved to approve the following:

1. Governing Body acceptance of an electric easement from Commerce Bank, N.A. for their new bank at 1515 E. Kansas Avenue.
2. Governing Body consideration and acceptance of bids received on March 10, 2015 for a 15' mowing deck and 4WD pickup for the Street Department.
3. Authorization to contract with PEC Engineering to perform the necessary studies as required by the Kansas Department of Health and Environment to prove that the current Wastewater Treatment Plant meets the requirements regarding total nitrogen and phosphorous removal.
4. Authorization to contract with PEC Consulting to perform a Sanitary Sewer Collections Master Plan for the City.
5. Governing Body consideration and approval of the purchase of 31 mobile data terminals (MDT's) for Police patrol vehicles.
6. Licenses:

(2015 New)

- a) Hart Construction, LLC.....Class A General
- b) Wolters Construction Class B General
- c) Solomon's Plumbing, LLC..... Class D-P Plumbing w/ Gas
- d) Professional Mechanical Contractors, Inc. Class D-P Plumbing w/ Gas
- e) Professional Mechanical Contractors, Inc. Class D-P Plumbing w/ Gas

(2015 Renewal)

- f) Pyramid Plumbing..... Class B General
- g) N8’s Construction Class C General
- h) Partin Electric.....Class D-E Electrical
- i) Pyramid Plumbing..... Class D-P Plumbing w/ Gas
- j) Pyramid Plumbing.....Class E-BF Backflow Test
- k) Fast Eddie’s Appliance RepairClass E-SOC Specialized Other
- l) KONE, Inc.....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	Yea	Yea

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

Roy Cessna, Mayor

ATTEST:

Ashley Freburg, Communications Specialist

City Commission Reports

Mayor Cessna congratulated Superintendent of Public Grounds Alan Geier on his proclaimed day and thanked him for his years of service. Mayor Cessna thanked the three groups that presented proposals for the State Theater and stated it was a tough decision to make. Mayor Cessna reminded everyone about the City of Holcomb/City of Garden City Commission Candidate forums on March 30, the GCCC/USD 457 candidate forums on April 1, and the Town Hall meeting on March 31.

Commissioner Dale thanked all the people that spoke regarding the elephant issue and the State Theater issue. Commissioner Dale stated that he feels like he is losing a friend with Alan Geier retiring from the City and wishes Alan well. Commissioner Dale thanked Human Resource Director Michelle Stegman for her years of service and stated she has been a great asset to the organization.

Commissioner Doll thanked everyone for their input regarding the elephants and thanked everyone for the State Theater proposals. Commissioner Doll stated she will also miss Alan Geier and that he has left a huge imprint on the City.

Commissioner Fankhauser commented that Alan Geier has made quite the impression on the City over the years with how nice and clean the parks and entrances to the City are.

Commissioner Law congratulated Alan Geier and wished him well on his retirement. Commissioner Law stated that Alan has been as good an example of a public servant as he has ever seen. Commissioner Law commented that the Commissioners need to weigh what is best for the interest of the Zoo, elephants, and the community and that those items don’t always line up the same. Commissioner Law reiterated that the Commissioners are just looking at proposals now and that it is not “done deal.” Commissioner Law stated there were good ideas and passion in the proposals for the State Theater.

Petitions

PROCLAMATION

- WHEREAS,** To excel in any sport, you must demonstrate, in addition to natural ability, an outstanding spirit of dedication, enthusiasm and hard work; and
- WHEREAS,** The 145-pound 6A Regional Championship was captured with a victory of 11-2 at Maize High School on February 21, 2015; and
- WHEREAS,** The 145-pound 6A State Championship was captured with a victory of 9-2 at Hartman Arena on February 28, 2015; and
- WHEREAS,** Senior Tevin Briscoe is to be commended for an outstanding season.

NOW, THEREFORE, I, Roy Cessna, Mayor of the City of Garden City, Kansas do hereby proclaim April 7, 2015 as

Tevin Briscoe Day

in Garden City, Kansas and urge all citizens to acknowledge and express their pride in your accomplishments and to encourage our youth in their endeavors towards excellence in life and show appreciation for your good sportsmanship.

Signed and sealed this 7th day of April, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

PROCLAMATION

- WHEREAS, To excel in any sport, you must demonstrate, in addition to natural ability, an outstanding spirit of dedication, enthusiasm and hard work; and
- WHEREAS, The 126-pound 6A Regional Championship was captured with a victory via Injury Default at Maize High School on February 21, 2015; and
- WHEREAS, The 126-pound 6A State Championship was captured with a victory of 6-0 at Hartman Arena on February 28, 2015; and
- WHEREAS, Junior Michael Prieto is to be commended for an outstanding season.

NOW, THEREFORE, I, Roy Cessna, Mayor of the City of Garden City, Kansas do hereby proclaim April 8th, 2015 as

Michael Prieto Day

in Garden City, Kansas and urge all citizens to acknowledge and express their pride in your accomplishments and to encourage our youth in their endeavors towards excellence in life and show appreciation for your good sportsmanship.

Signed and sealed this 7th day of April, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

PROCLAMATION

WHEREAS, The Garden City High School Buffalo Wrestling Team won the Kansas State Wrestling 6A Championship for a third time in three years. This is the 10th wrestling Championship win in Garden City High School history; and

WHEREAS, Michael Prieto, in the 126 pound class, earned the title of 2015 State Champion; and

WHEREAS, Tevin Briscoe, in the 145 pound class, earned the title of 2015 State Champion; and

WHEREAS, The 2015 State Champions of Class 6A for 2015 consisted of: at 106 – Kaj Perez, 2nd place; 113 – Efrain Sanchez, 2nd Place; 120 – Caysean Campbell; 126 – Michael Prieto – State Champion; 132 – Curtis Near, 4th; 138 – Alec Castillo; 145 – Tevin Briscoe, State Champion; 160 – Jesse Nunez, 2nd place; 170 – Zac Finch, 4th Place; 182 – Antonio Perez; 195 – Zeke Herrera, 2nd place; 285 – Aaron Lozano, 5th place; and

WHEREAS, The Garden City High School Team also includes a dedicated staff of: Head Coach Carlos Prieto, Coaches Paul Lappin, Jacob Waller, Kevin Perez, Jon Baker, and Managers Kaci Finch, Jordan Terrones, Evelyn Arredondo, Aurora Holt and Daisy Ramirez.

NOW, THEREFORE, I, Roy Cessna, Mayor of the City of Garden City, Kansas do take great pleasure in expressing the appreciation of the City Commission and all citizens of this community on this unique achievement and hereby proclaim the week of April 7th – 14th, 2015 as

**GARDEN CITY HIGH SCHOOL WRESTLING
CHAMPIONSHIP WEEK**

And call upon all citizens of our community to encourage our youth in their endeavors towards excellence in life.

Signed and sealed this 7th day of April, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk

PROCLAMATION

- WHEREAS, children are key to the state's future success, prosperity and quality of life, and while children are our most valuable resource, they are also our most vulnerable; and
- WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn, and grow; and
- WHEREAS, child abuse and neglect can be prevented by supporting and strengthening Kansas's families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds and consequently, building the foundations of communities; and
- WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and
- WHEREAS, by providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

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

Child Abuse Prevention Month

Signed and sealed this 7th day of April, 2015.

Roy Cessna, Mayor

Attest:

Celyn N. Hurtado, City Clerk



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1130

- Other
 - Carnival/Circus*
 - Sports Event*
 - Haunted House*
 - Parade**
- *License Required
 **Parade Application Required

March 20, 2015

Today's Date

The Appliance & Furniture Mart Tent Sale/Sidewalk Sale

Name of Event (if applicable)

Tuesday, April 14-Monday, May 6, 2015

Date of Event

1117 Fleming (front parking lot)

Location of Event

business hours 8:00 a.m. - 6:00 p.m.

Start and End Time of Event

Tent sale/sidewalk sale

Purpose of the Event

Eric Cenatiempo

1117 Fleming, GC

620-275-4197

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades		Steven's Park Bandshell		Noise Waiver**	
Extra Trash Receptacles		Restrooms (Park Shelter Keys)		Electricity Access	
Additional Request/Remarks	Storage container will be place in front of store 4/14-5/6 - Actual event is 4/18-4/27, and temporary structure requirements,				Waive sign

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

****Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

RESOLUTION NO. 2435-2011

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses of groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

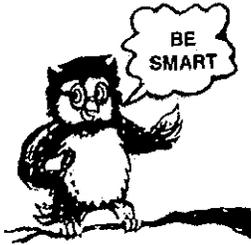
Request on file

Signature

March 20, 2015

Date

For office use only		GC Downtown Vision	n/a
Police	JH 3/20/15	Electric	n/a
Fire	AS 3/20/15	Public Works	SC 3/20/15
Inspection		Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 3/20/15



The Appliance & Furniture Mart

1117 Fleming
Garden City, KS 67846
(620)275-4197

March 16, 2015

City of Garden City
City Council
Attention: Matt Allen
PO Box 499
Garden City, KS 67846

Dear, Matt Allen,

*18th Per phone call
w/ Danny 3/20/15*

The Appliance Mart, Inc. at 1117 Fleming would like to plan a tent sale/sidewalk sale. We will be setting up and holding this event April 14th, through April 27th of 2015. It will be in the front parking lot at our stores location. We will be bringing in an extra container for storage. We will have the container placed in the front of the store April 14th and have the container picked up May 6th. Employees will park in the back of the store to provide adequate parking for customers. We appreciate the opportunity to work with the city on making this a successful event. Please waive sign and temporary structure requirements for this event. Thank you for your consideration in this matter, we hope to have another terrific tent sale.

Sincerely,

Eric Cenatiempo
The Appliance Mart, Inc.
d.b.a The Appliance & Furniture Mart



Special Event Request

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 PO Box 998
 Garden City, KS 67846
 620-276-1130

- Other
 - Carnival/Circus*
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 - Parade**
- *License Required
 **Parade Application Required

March 31, 2015

Today's Date

Sand Hills Amateur Radio Club

Name of Event (if applicable)

Saturday, 6/27 - Sunday, 6/28/2015

Date of Event

FI Co. Emergency Operations Center & south parking lot of LEC

Location of Event

Saturday, 12:00 p.m. - Sunday, 12:00 p.m.

Start and End Time of Event

demonstration station of emergency communication operations and procedures

Purpose of the Event

James Douglass, ACOE

Box 506, GC

620-276-7474

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	yes
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	station will be fully functioning powered by gasoline generator continuously during the event.				

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Request on file

March 31, 2015

Signature

Date

<i>For office use only</i>		GC Downtown Vision	NL 3/31/2015
Police		Electric	n/a
Fire		Public Works	n/a
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 3/31/2015



Special Event Request

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 PO Box 998
 Garden City, KS 67846
 620-276-1130

- Other
 - Carnival/Circus*
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 - Haunted House*
 - Parade**
- *License Required
 **Parade Application Required

March 30, 2015

Today's Date

Primera Iglesia Bautista Hispana Youth Concert

Name of Event (if applicable)

Sunday, June 21, 2015

Date of Event

Stevens Park

Location of Event

5:00 p.m. - 10:00 p.m.

Start and End Time of Event

sharing the gospel through music

Purpose of the Event

Gilberto Urena, Youth Leader

3111 E Spruce

620-214-4517

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	yes	Noise Waiver**	yes
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	yes	Electricity Access	yes
Additional Request/Remarks	church will be providing free water and hot dogs to the public				

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Request on file

March 30, 2015

Signature

Date

For office use only	GC Downtown Vision	NL 3/31/2015
Police	Electric	n/a
Fire	Public Works	
Inspection	n/a	Parks/Grounds
City Manager/Commission	Application Received by	Raelene Stoecklein 3/30/2015

Report of the City Manager



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

Thru: Matt Allen, City Manger

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

Date: April 7, 2015

Re: Progress on Emergency Repairs to the Big Pool

ISSUE

This report will update the Commission on the progress of the emergency repairs to the Big Pool and request for additional funds to complete the repair project.

BACKGROUND

A fill pipe will need to be extended prior to pouring the concrete deck to allow water to enter the pool. This item was not considered during the design of the new wall, but needs to be addressed now to properly complete the installation of the new west wall.

In addition, there have been concerns regarding the condition of some of the joints in the shallow end of the pool. There are numerous joints that were filled with a tar-like material that deteriorated. Additionally, the material needed to be removed to allow cleaning and repainting of the shallow end of the pool by Garden City Recreation Commission prior to re-commissioning.

Dick Construction has removed the joint sealing material quite easily. Staff proposes to complete the repair with two materials: The first product is a filler material sized to match the width of the joint and reduce the sealing area. The second material is a caulk that will be placed on top of the filler material to complete the seal.

The painting of the shallow end of the pool is a standard maintenance activity and will be funded by the Garden City Recreation Commission using funds provided as part of their existing maintenance agreement.



CITY COMMISSION

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Sealant removal tool.



Old sealing material after the took

The repairs to the joints on the floor in the shallow end of the pool were not anticipated during the design of the project. The availability of heavy equipment in the pool at this time significantly reduced the effort required to remove the dilapidated material.

In regard to the remaining activities, the west wall of the pool has been poured and backfilled. Dick Construction will be finishing up with the extension of the pool deck and other minor repairs. Staff anticipates substantial completion of the project by April 15th.

Staff arranged a meeting with the contractor and representatives of the GCRC on March 31st to review the progress of work and coordinate efforts. GCRC and Dick Construction are coordinating pool re-commissioning as repair activity wraps up. GCRC plans to clean and paint the shallow end of the pool north of the bulkhead wall as soon as Dick construction has completed sealing joints of the new concrete that was installed as a result of the piping project.



New west wall view from the North.



Valves to isolate the piping system and troubleshoot conditions in the future.



View of the wall from the south as workers backfill the void.

After the repairs are completed and the pool is re-commissioned the Water Department will monitor the water consumption at the pool this summer and report back to the City Commission regarding the water usage at the Big Pool. This information will be used to suggest future maintenance activities or improvements to the facility.



CITY COMMISSION

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ALTERNATIVES

1. Complete the repairs to the joints in the shallow end and extend the fill pipe to allow water to fill at the location of the newly constructed west wall.
2. Direct staff to delay completion of these items until a later date.

RECOMMENDATION

Staff recommends the commission authorize an additional \$25,000 bringing the total project authorization to \$200,000.

The project is on schedule to be completed by May 1st. The GCRC plans to have their maintenance activities completed and begin filling the facility by May 8th.

FISCAL NOTE

Sufficient funds are available to cover another previously authorized \$200,000 in the Capital Improvements Fund within the General Fund. The Commission will need to revise the 2015 budget to reflect this change.

2015 City Budget Calendar

April 2015

S	M	T	W	T	F	S
			1	2	2	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 21st

Review of major issues and assumptions used to draft 2016 department budgets. Review commission goals & strategies that were identified in the City Commission Retreat. Review the 2014 & 2015 Capital Improvement Program along with proposed financing of those projects. Review of Special Revenue, Support & Misc. Funds - TIF (#04), Capital improvement Reserve (#5), CD Loan Fund (#6), Cemetery Endowment (#7), Community Trust Reserve (#8), DEA Enforcement (#10), Drug Enforcement (#11), E-911 Funds (#15), Finnup Foundation (#18), 12-6 a13 Revolving Fund (#26), Risk Reserve (#27), Special Drug & Alcohol (#29), Special Parks & Rec (#30), Special Trafficway (#32), Street (#01-133), Workers Compensation (#35), Workers Compensation Reserve (#36), Community Development (#50), Economic Development Revolving Loan (#52), Project Development (#53).

May 2015

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 5th

Review of Enterprise & Support Funds - Electric Capital Reserve (#67), Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Replacement (#81), and Water Maintenance Reserve (#82).

May 19th

Review of Enterprise & Support Funds - Golf Course (#70), Golf Course Bldg. (#71), Solid Waste (#75), Drainage Utility (#79).

June 2015

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 2nd

Review of Tax Funds & their Support Funds - General Fund Revenue and General Fund Administrative Divisions. 2013 City Audit Presented. Review Tax Funds - Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61).

June 16th

Review of Tax Funds & General Fund (#01), Health Insurance (#55), Health Insurance Reserve (#56).

June 30th

Special Meeting if needed for 2016 budget.

July 2015

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 7th

Discussion of 2016 City Mill Levy, Final Review & Determination of 2016 Budget ;

Authorization for Publication.

July 9th

Publish proposed budget and hearing notice (Legal Deadline: August 5th).

July 21st

Public Hearing, adopt 2016 Budget (Legal Deadline: August 15th).

August 25th

Certify to County Clerk (Legal Deadline: (August 25th)).

August 2015

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Budget Process

Each year, the City of Garden City budget is developed in conjunction with the City Commission, the City Manager, Finance Director and all the other city departments, with opportunities for citizen input and feedback.

Developing the Budget

Strategic planning sessions precede the official budget process. During these sessions, the Commission and staff discuss goals and priorities. Every year these goals and priorities are evaluated and modified in accordance with Commission goals and directives. Information from these sessions are then carried over out the budgeting process.

The budget process begins in February with a staff work session in which the Finance Director and the City Manager meet with all departments to discuss current and future trends, needs, and goals of the City. During this meeting the budget calendar is prepared.

Departments are then responsible for preparing requests for programs, projects, and initiatives they would like to have considered for the upcoming budget year. The Strategic Plan and input from the Citizen - based Capital Improvement Plan serve as guides by which each department prepares its expenditure requests. During this time, the Service & Finance Department prepares revenue estimates for both the current and upcoming fiscal year.

Each department then meets individually with the City Manager and Finance Director to review department expenditure requests. During these meetings, the goals of each department are reviewed and expenditure requests are evaluated to determine the fiscal resources necessary to accomplish these goals.

Following these meetings, the City Manager and the Finance Director prepares a draft budget for submission to City Commission being sure that the priorities and goals discussed in the strategic planning sessions are appropriately reflected in the recommended budget. Significant budget issues are identified and framed for the City Commission's consideration. This draft budget is submitted to the City Commission at formal budget workshops held in May, June, and July.

Adopting the Budget

The public has an opportunity to comment on the budget at any of the formal workshop meetings. A public hearing is required for formal adoption of the budget. State law requires the City Commission to adopt a balanced budget prior to August 25th. Amendments to the budget are allowable under Kansas law and are made throughout the year as necessary. A detail of the budget calendar is included on the following page.

2015 Budget Assumptions

Certain broad assumptions are determined in February and March, 2014 to establish a basic foundation for building the City's budget. These general assumptions provide a framework to City staff, the City Manager, and the City Commissioners for setting priorities, determining service levels, and allocating limited financial resources. Some adjustments have been made from updated information available through March, 2014.

The following general assumptions were used in guiding the development of the City's 2015 Budget.

City Valuation

The valuation for the City is prepared by the County Appraiser and supplied to the City no later than July 1st. The valuation is very important and is used to determine the City's overall mill levy. At this time we assume that the City's valuation will increase by 2%.

Revenues

- At this point, the revenue estimates that revolve around our local economy (such as sales tax, building permits, interest earnings) are budgeted the same as 2014.
- Utility Rates (user fees) for 2015 remain at the same rate as 2014.
- State funds we currently receive (liquor tax, highway tax, connecting link) in 2014 are more conservatively estimated for 2015 to reflect uncertainty in the State of Kansas' budget and legislative decisions.

Expenditures

- *Overall Inflation Factor* estimates used to calculate the cost to continue providing existing City services are projected at a range from 1.0% to 5.0% for 2015, depending upon particular service or commodity.
- *Fuel Cost* for 2014 estimated actuals are approximately equal to 2013 actual. Cost for 2015 are projected to increase above 2014 estimated actuals by 5%.
- *Personnel Cost and Benefits* associated with personnel is the largest General Fund expense in the City budget, representing 71.16% of General Fund 2013 actuals and 71.43% of 2012 General Fund Budget. The proposed 2015 budget reflects a 2% salary pool. It is unlikely that the natural increase in 2014 and 2015 revenue line items (City sales tax, County sales tax, building permits & consumer use tax) will be sufficient to cover a 2% salary pool.
- *Health Insurance Cost - Employer*
 1. Per contract for 2013 - \$740.00
 2. Per contract for 2014 - \$800.00
 3. Per contract for 2015 - \$820.00

This 2.5% proposed increase has an impact to the taxing funds of approximately \$48,000.

Expenditures Continued...

- *Social Security / Medicare* is projected to have no change in 2015. Current combined rate is 7.65% for employer.
- *KPERS / KP&F* is projected to have a 5% increase in 2014 and 2015.
- *Workers Compensation* is premium based through KMIT and is projected to cost \$1,320 per authorized position in 2015.
- *Capital Improvement Program* cost are programmed into the department budgets or into the debt financing. The bond issue is identified early on in the budget process for consideration.
- *New Equipment* is identifies in each department proposal with either a financing option or outright purchase.

Financial Policies & Strategies

City of Garden City's budget, financial policies and strategies are governed by Kansas state law, the City Charter, and generally accepted accounting standards. These laws, strategies, standards, and policies describe ways to amend the budget after adoption, provide for budget controls and budget reporting, and identify appropriate methods for budgeting, accounting and reporting.

Budget Amendments

The City Manager is authorized to transfer any sum from one budget line item to another, or from one department or division to another department or division; provided however, that no such transfer shall be made from one fund to another or conflict with any existing Bond Ordinance.

Budget Controls & Reporting

All revenue collected by the City of Garden City that exceeds the projected budget revenue figure in a specific revenue category for each fiscal reporting period is reported to City Commission on a monthly basis. The expenditure of any and all excess revenue will be at Commission's discretion and cannot be utilized within the City budget without Commission's approval.

Likewise, all expenditures that would cause an increase above fund expenditures level cannot be made without prior approval of Commission with an amended budget proposal. Cost savings that may occur within a specific fund can be utilized within that particular fund; however, these cost savings cannot be transferred to another fund without prior approval of the City Commission.

Budgetary & Accounting Systems

The accounting policies of the City of Garden City conform to generally accepted accounting principals (GAAP) as applicable to governmental units. The Government Accounting Standards Board (GASB) is the accepted body for establishing governmental accounting and financial reporting principals. The following is a summary of the more significant policies applicable to revenues and expenditures.

Fund Accounting

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise it's assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate.

Funds

Governmental Funds are used to account for all or most of a government's general activities. Examples of these activities include public safety, parks, zoo, street, and cemetery. These revenues come from property taxes, user fees, licenses, and permits. Within the category of Governmental Funds, Garden City maintains General, Special Revenue, and Capital Projects Funds.

General Fund– The General Fund is the City’s general operating fund and is used to account for all financial transactions except those required to be accounted for in another fund. Principal sources of revenue are property taxes, licenses and permits, and intergovernmental revenues. A few of the principal expenditures in the General Fund are public safety, general government, public works, and parks and recreation.

Special Revenue Fund– The Special Revenue Fund is used to account for the proceeds from specific revenue sources (other than funding for major capital projects) that are legally restricted to expenditures for specified purposes. The City does adopt a budget for the Special Revenue Fund which primarily serves as a pass-through for federal grants and state revenues.

Capital Projects Fund– The Capital Projects Fund accounts for financing resources, including bond proceeds and intergovernmental grants, used for the acquisition, construction, or improvement of major general government facilities. The City does not adopt a formal budget for the Capital Projects Fund, although particular projects are detailed within this budget in the Bond and Interest Fund for long term debt financing.

Enterprise Funds are used to account for the business-type activities of a government. These are activities which are financed and operated in a manner where the intent of the of the governing body is that the cost expenses (including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. The funds include the Electric, Water, Wastewater, Storm Water, Solid Waste, Airport, and Golf Course Funds.

Basis of Accounting

The accounting and financial reporting applied to a fund are determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. Only current assets and current liabilities generally are included on the balance sheet.

Government fund revenues and expenditures are recognized on the modified accrual basis. Revenues are deemed susceptible to accrual and are recognized in the period when they become measurable and available. Expenditures are recognized when the fund liability is incurred, except principal and interest on general long-term debt which is recognized when due or when funds have been made available for payment.

The Proprietary fund is accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and liabilities associated with the operation of these funds are included on the balance sheet. Fund equity is segregated into contributed capital and retained earnings components. Proprietary fund-type operating statements present increases (revenues) and decreases (expenses) in net total assets.

Basis of Budgeting

In accordance with General Statutes of the State of Kansas, the City Commission is required by state statute to adopt an annual balanced budget City’s Operating Fund prior to August 25th. All budgets are prepared using the modified accrual basis of accounting. City Commission has the authority to amend the current year budget ordinance. Appropriations lapse at the end of the budget year.

Appropriations are authorized in the annual budget generally at the department level. The legal level of budgetary control is at the fund level; however, in practice, the City maintains control at the department level. Administrative control is further maintained through more detailed line-item budgets. The City adopts this budget for all City funds.

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

004 - TIF Fund:

This fund is used to account for property tax distributions for the districts and disbursements either for bond principal and interest payments or to the property owner.

005 - Capital Improvement Reserve:

This fund is used to account for monies transferred in form of various City funds for capital projects that were authorized but not completed in that year. By transferring the monies to this fund, the projects can be completed with funds which were previously authorized for that purpose.

006 - Community Development Loan Fund:

This fund is used to account for housing rehabilitation loan repayments and expenditures for qualified housing rehabilitation loans.

007– Cemetery Endowment:

This fund was established to provide monies for maintenance and upkeep of the cemetery by providing that six percent for the cemetery space proceeds be accounted for this fund.

008 - Community Trust:

This fund was created from monies remaining in a bond reserve fund when the bond issue was retired. Loans for capital improvements are made through and repaid through this fund. In addition, the fund accounts for the operating transfers to the golf course.

010 - DEA Enforcement:

This fund is used to account for monies from DEA drug forfeitures which are able to be expended for drug control type expenditures.

011 - Drug Enforcement

This fund is used to account for revenues passed through from the State Department of Justice which are matched with a percentage of City monies, all of which are to be expended for drug control type expenditures.

015 - E-911 Funds:

This fund is used to account for the activities of the City's E911 emergency communications system funded by a special telephone use fee imposed on all wireless user accounts.

018 - Finnup trust Fund:

This fund is used to account for monies received from the Finnup Foundation and expended on specified projects for Finnup Park.

026 - Revolving:

This fund is used to account for monies received on insurance claims which are then paid out in accordance with the claim. The fund also accounts for expenses involved in property nuisance complaints which are then reimbursed by the property owner.

027 - Risk Management:

This fund is used to account for monies reserved for the purpose of paying nondeductible claims and related cost arising from legal actions and settlements.

029 - Special Alcohol Program:

This fund is used to account for monies provided by a state liquor tax on private clubs which are to be expended for the purchase, establishment, maintenance or expansion of services or programs for alcoholism for prevention and education

030 - Special Recreation and Parks:

This fund is used to account for monies provided by a state liquor tax on tax on private clubs which are to be expended for the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities.

032 - Special Trafficway:

This fund is used to account for monies levied by the State of Kansas (i.e. motor fuels tax) which produces revenues the City can use to defray in whole or in part the cost of constructing, altering, reconstructing, maintaining and repairing streets and highways.

050 - Community Development Grant:

This fund is used to account for a federal grant received and expenditures made for the benefit of the Emmaus House.

052 - Economic Development Loan Fund:

This fund is used to account for loan repayments and new loan authorizations of monies available and set aside for economic development activities within the City.

053 - Project Development Fund:

Funds can be obtained by developers to assist with infrastructure cost and to repay special assessments. Funds are reimbursed when the land sells.

Enterprise Funds

Enterprise Funds

068 - Electric Utility:

This fund is used to account for the activities of the City's electric utility department while operating the City owned generating and distribution system. Customer utility deposits are accounted for within the electric utility department in the Security Deposits Fund: customer utility deposits are refunded after a good payment history has been established.

069 - Security Deposit:

The fund is used to account for customers' utility service deposit, which are received when they start services with the City. This deposit is refunded to the customer upon one year with no late payments; otherwise it is credited to their final bill with the balance either being refunded to them or billed.

070, 071– Golf Course:

This fund is used to account for the fees granted and expenditures incurred in the operation of the City– owned municipal golf course. The Golf Course Building Fund is used to account for a portion of the fees collected that are dedicated to improve the golf course and club house.

075 - Solid Waste:

This fund is used to account for the revenues generated and costs incurred in operating the City - owned solid waste disposal and recycling operations.

079 - Drainage Utility:

This fund is used to account for the revenues generated and costs incurred in operating the City's drainage utility. Which are the reimbursed by the property owner.

080 - Water & Sewer Utility:

This fund is used to account for the activities of the City's operations of the City - owned waterworks distribution system, sanitary sewer, and wastewater treatment operations. Customer utility deposits are accounted for within the water and sewer utility department in the Security Deposits Fund; customer utility deposits are refunded after a good payment history has been established. Additional funds maintained within the water and sewer utility department are: Water Maintenance Reserve and Waterwater Maintenance Reserve.

Internal Service Funds

Internal Service Funds

The internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City or to other governmental units on a cost-reimbursement basis. The internal service funds used by the City of Garden City are:

055-056 - Health Insurance:

This fund is used to account for the City's departmental billings made monthly on a set amount per employee and expended on qualified medical costs as provided for in the City's self - insured worker's compensation program.

035-036 - Workers Compensation:

This fund is used to account for transfers from the Employee Benefit Fund used to pay qualified expenditures as provided for in the City's self - insured workers compensation program.



901 S. George Washington Blvd.
 Wichita, Kansas 67211
 316.260.7000 tel
 www.cox.com

Matt Allen
 City Manager
 301 N. 8th St.
 Garden City, KS 67846

March 26, 2015

Dear Mr. Allen,

As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. Our company is in discussions to renew agreements with the following programmers and broadcasters:

Station	SD Channel	HD Channel
Antenna TV/KSAS	274	N/A
FOX/KSAS	4	2004
GetTV/KMTW	673	N/A
My Network/KMTW	3	2003
Tennis Channel	248	2248

Should we be unable to reach equitable terms for a new agreement by their expiration dates, these networks have the right to require Cox to remove their programming from our lineup.

We continue to actively negotiate with these networks and are working toward renewing our agreements without any disruption of service to our customers. We are meeting our customer notification obligation through an ad in the local newspaper.

Additionally, this letter is to inform you that effective April 28, 2015, the pricing of Cox's video, high speed Internet and digital phone installation services will change. Standard rates are being reduced for installation and post self-installation service appointments placed on or after April 28, 2015. Professional installation will decrease from \$60.00 per product to \$40.00 per product, self-installation will decrease from \$30.00 per product to \$15.00 per product and the rate for a service appointment within 30 days of a self-installation will decrease from \$60.00 per product to \$25.00 per product. Additional installation charges and discounts may apply depending on your services or package.

We will keep you updated with any new information. Please feel free to contact me at (405) 418-7370 should you have any questions.

Sincerely,

Curt Stamp
 Vice President – Government Affairs
 Cox Communications Central Region



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.

FOR IMMEDIATE RELEASE

April 1, 2015

News Contact: Kim Stich, 785-296-3585

People Saving People award recipients announced

Two individuals and three groups are receiving the state's 2015 People Saving People Award for their efforts to improve traffic safety on April 1 as part of the 21st annual Kansas Transportation Safety Conference in Wichita.

The award recipients are:

Master Trooper Jeff Schawe, with the Kansas Highway Patrol – Schawe initiated the Seatbelts Are For Everyone (SAFE) program in three Stafford County high schools and saw an 18.3 percent increase in the average usage rate of seatbelts in one year.

Charles Branson, District Attorney in Douglas County – Branson championed the effort to toughen a Kansas law to expand the definition of aggravated battery to include bodily injuries suffered from a drunk driver.

Kenneth Henderson Middle School science teachers and Garden City Police Officer Troy Davis – the group developed curriculum on the physics of a vehicle/pedestrian collision to teach students in detail the impact a crash can have. Officer Davis then demonstrated a simulated crash.

Shawnee County Fire District #4 – The district has taken a new approach to improving their operations while working along the highway to help improve safety for both the motorists and the workers.

El Dorado Student Safety Council – The high school students developed an interactive crosswalk safety program for elementary students and presented it to all to the classes at the four elementary schools in the district that included about 1,200 children.

The People Saving People Award highlights efforts of a person or organization that has a positive effect on transportation safety behavior. The Kansas Department of Transportation sponsors the award along with the Federal Highway Administration, the National Highway Traffic Safety Administration and the Federal Motor Carriers Safety Administration.

###

This information can be made available in alternative accessible formats upon request.

For information about obtaining an alternative format, contact the KDOT Office of Public Affairs, 700 SW Harrison St., 2nd Fl West, Topeka, KS 66603-3754 or phone 785-296-3585 (Voice)/Hearing Impaired – 711.

Staff Reports

City Manager / Cemetery Report MARCH 2015

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	7	2	1	\$ 2,500.00	\$ 450.00	\$ 2,225.00	
SMG	1	4					\$ 385.00

Total Revenue	\$ 5,560.00
----------------------	--------------------

Spaces Sold: Revenue collected from spaces purchased at time of need or pre-need

Spaces Reserved: Payments collected from reserved spaces

OTHER FEES: Monument Layouts
 Weekend/Holiday Service Fees
 Tree Removal
 Chair Rental
 Administrative Fees

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

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664
FEBRUARY	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832
MARCH	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207
APRIL	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	
MAY	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	
JUNE	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	
JULY	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	
AUGUST	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	
SEPTEMBER	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	
OCTOBER	* 129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	
NOVEMBER	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	
DECEMBER	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	
TOTAL RECEIPTS	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>953,703</u>
PERCENTAGE CHANGE	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	

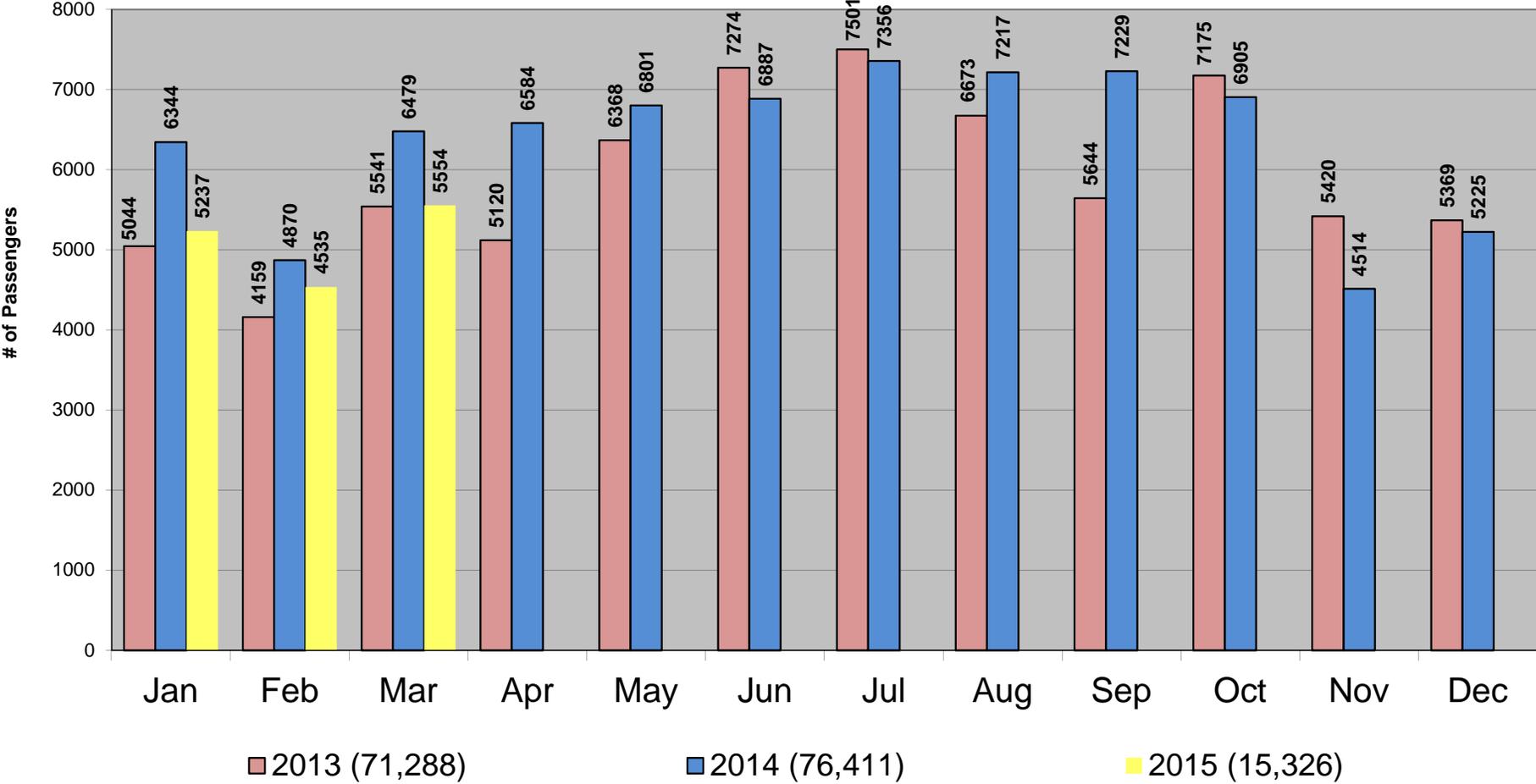
* REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR LEC PROJECT THROUGH
AUGUST 2014 RECEIPTS. FINALED AUGUST 2014.

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960
FEBRUARY	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635
MARCH	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493
APRIL	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	
MAY	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	
JUNE	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	
JULY	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	
AUGUST	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	
SEPTEMBER	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	
OCTOBER	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	
NOVEMBER	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	
DECEMBER	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	
TOTAL RECEIPTS	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>1,631,088</u>
PERCENTAGE CHANGE	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	

City Link Ridership Yearly Comparison



CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions

STAFF REPORT
GC2015-14: Rezoning from “L-R” Low Density Residential District (County) to “R-1” Single Family Residential District, Chappel Heights Subdivision, Garden City, KS

GENERAL INFORMATION

Date:	February 27, 2015	Jurisdiction:	Garden City
Owner:	Chappel Heights, LLC		
Applicant:	Bernard Chappel		
Requested Action:	Rezoning from “L-R” Low Density Residential District (County) to “R-1” Single Family Residential District		
Purpose:	Rezone property for residential development		
Location address:	Southeast quadrant of Jennie Barker Road and Mary Street, Chappel Heights Subdivision		
Comprehensive Plan:	The Future Land Use shows the potential as single family development		
Sites Existing Zoning:	“L-R” Low Density Residential District (County)		
Surrounding Zoning:	North	“L-R” Low Density Residential District (County)	
	South	“L-R” Low Density Residential District (County)	
	East	“L-R” Low Density Residential District (County)	
	West	“R-1” Single Family Residential District	
Land Area:	Contains 13.58 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

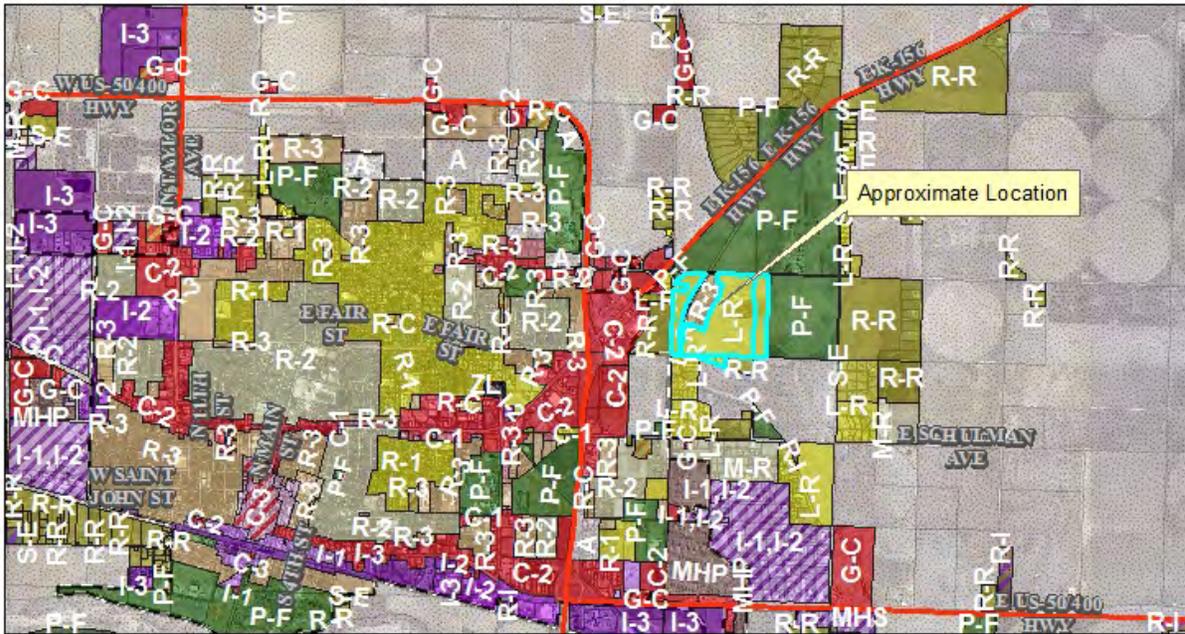
1. The applicant is requesting to rezone this parcel in preparation to create the Chappel Heights Unit Two subdivision. (Case: GC2015-13).
2. The applicant is requesting to rezone this parcel from the “L-R” Low Density Residential District (County) to the “R-1” Single Family Residential District. (Please refer to the attached plat.)
3. The applicant is in the process of annexing this land into Garden City. The City has passed Resolution No. 2624-2015 on March 3, 2015 and the applicant is now in the process of receiving consent from the County Commission.
4. The applicant is proposing to develop this tract of land into thirty six (36) single family home lots.
5. The applicant shall comply with regulations regarding “R-1” Districts in the Garden City Zoning Regulations outlined in Articles 5 as well as the Subdivision regulations, including but not limited to building size, setback, lot coverage, etc.

RECOMMENDATION

Staff recommends approval of the rezoning.

PLANNING COMMISSION RECOMMENDATION: On March 19, 2015 the Planning Commission recommended approval.

Members Present- 8
 Yea vote- 8
 Nay vote- 0



Case Number: GC2015-14
 Applicant: Bernard Chappel
 Address: E. Mary & Jennie Barker
 Request: Rezone "L-R" to "R-1"





View from Chappel Heights Phase II looking east from south end of property



View from Chappel Heights Phase Two looking east from north end of property



Looking south at Chappel Heights Phase II



Looking north at Chappel Heights Phase II

**Attached are the minutes from the Planning Commission pertaining to this case.*

*These minutes are draft only. They have not been approved by the Planning Commission.

3/19/2015

GC2015-14; Rezone of Chappel Heights Unit II from “L-R” to “R-1”, Bernard Chappel

Staff Davidson reads staff report.

Member Laubach- You said that they’d need to follow all Zoning Regulations for the “R-1” District including setbacks. While approving the plat we granted them a setback waiver. Can you explain that?

Staff Davidson- I would like to point out that on the plat that was an easement waiver, not a setback waiver.

Member Laubach- Okay.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER LAUBACH MAKES MOTION TO APPROVE.

MEMBER LUCAS SECONDS MOTION.

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea

Motion passed.

ORDINANCE NO. _____-2015

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "L-R" LOW DENSITY RESIDENTIAL DISTRICT TO "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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 L-R Low Density Residential 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 tract of land in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the Sixth Principal Meridian, City of Garden City, Finney County, Kansas described as follows: Beginning at the Southeast Corner of Lot 2, Block 2, Chappel Heights, First Addition, City of Garden City, Finney County, Kansas; thence N 01°25' 37" E 129.94 feet (Plat: N 00°00'52"W 130.00 feet); thence S 88°18'53" E 339.98 feet; thence S01°25'58"W 619.97 feet; thence N 88°18'53" W 158.87 feet; thence S 32°42'25" W 271.57 feet; thence on a curve to the left with a radius of 1755.00 feet an arc distance of 816.49 feet, chord being S 19°22'22" W 809.14 feet; thence S 24°29'50" W 59.85 feet; thence N 65°30'10" W 155.41 feet, thence N 65°29'49" W 179.14 feet; thence N 24°31'48" E 59.98 feet to the Southeast Corner of Chappel Heights, First Addition, City of Garden City; thence on a curve to the right with a radius of 2075.00 feet, an arc distance of 859.25 feet (Plat: 859.29 feet), chord being N 20°50'16" E 853.13 feet; thence N 32°42'25" E 391.88 feet (Plat: N 31°15'41" E 391.87 feet); thence N 01°25'41" E 222.07 feet (Plat: N 00°00'52" W 221.99 feet); thence S 88°16'55" E 29.99 feet (Plat: S 89°45'29"E 30.00 feet) to the point of beginning, containing 13.58 acres.

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

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

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 7th day of April, 2015.

ROY CESSNA, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



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

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: March 7, 2015
Re: GC2015-15, Amend Article 23 Signs and Outdoor Advertising, Section 23.020 (H) and Section 23.090 (K)

ISSUE: Staff is proposing an amendment to the sign regulations. The amendment will address the definition and description of the Sign Overlay Zone.

BACKGROUND: The sign overlay zone as described in Section 23.020 (H) allows sign heights for pole signs to be up to thirty (30) feet and pylon signs to be up to forty (40) feet if the sign falls within the sign overlay zone. The boundaries of the sign overlay zone are described as; "An area depicted on the Land Use Map within five hundred (500) feet of the intersection of public right-of-ways adjacent to major intersections where the high-speed highways would predicate taller signage (Section 23.020.9)." The Land Use Map is located in the Garden City Comprehensive Plan.

Staff is proposing to extend this sign overlay zone and incorporate the map into the zoning regulations. The overlay zone will be extended to include not only the intersection buffers, but an additional twenty five (25) foot buffer along the public right-of-ways of the higher speed highways. This buffer will extend along the Bypass from the river north to the intersection of 8th Street, and along US 50/400 from the bypass east to Jennie Barker Road. Please refer to **Exhibit A** and **B** for a view of the existing and proposed sign overlay zones. The following are the proposed changes. (The changes to the amended sections are highlighted in yellow.)

The current Section 23.020 (H) reads:

- (H) Sign Overlay Zone – An area depicted on the Land Use Map within five hundred (500) feet of the intersection of public right-of-ways adjacent to major intersections where the high-speed highways would predicate taller signage. Within the overlay zone, Pylon Signs may be granted a maximum total height of forty (40') feet, and Pole Signs a maximum sign height of thirty (30') feet, measured from the immediate adjacent grade of the sign base. The placement of signage shall meet all City, State and Federal regulations and requirements.

The amended Section 23.020 (H) would read:

- (H) Sign Overlay Zone – An area which allows for greater sign height in the "C-2", "I-1", "I-2", and "I-3" districts as described by the official sign overlay map.

Section 23.090 (K) would read:

- (K) Sign Overlay Zone – In the "C-2", "I-1", "I-2", and "I-3" districts signs may be permitted to be taller if they are located in the sign overlay zone subject to the following requirements:



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inspection@garden-city.org

CODE COMPLIANCE
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(1) The number of signs is limited as to the number outlined in the sign regulations.

(2) The increase in height is limited to pole and pylon signs.

(a) Pole signs – may be a maximum sign height of thirty (30) feet, measured from the immediate adjacent grade of the sign base.

(b) Pylon signs – may be a maximum sign height of forty (40) feet, measured from the immediate adjacent grade of the sign base.

(3) The Sign Overlay Zone – is described as an area within five hundred (500) feet of the intersection of public right-of-ways adjacent to major intersections and to include a twenty five (25) foot buffer extending along the public right-of-ways where the high-speed highways would predicate taller signage as shown in figure 23.090.

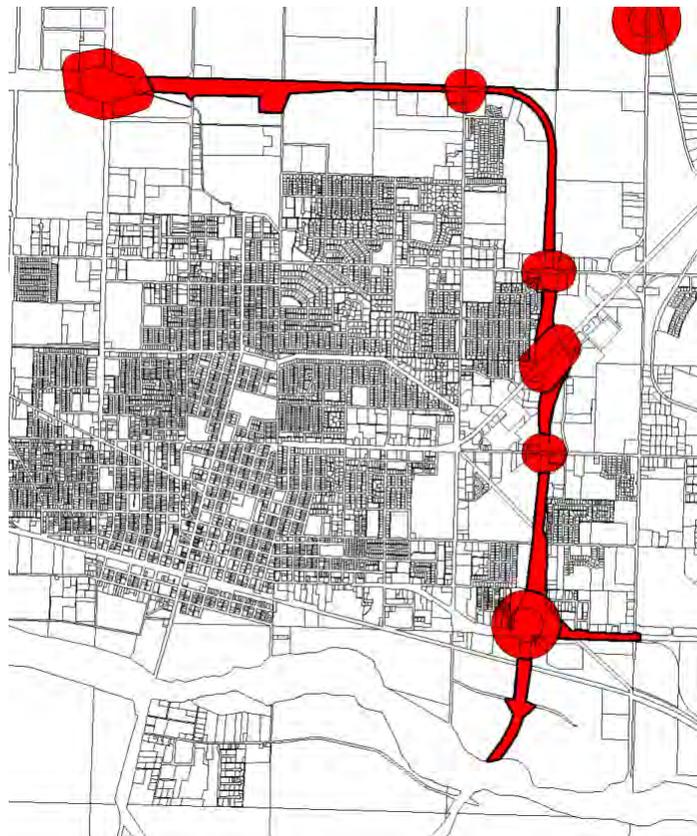


Figure 23.090 – Sign Overlay Map (1)

- ALTERNATIVES:** The City Commission may
1. Approve the amendment as presented.
 2. Approve the amendment with changes.
 3. Not approve the amendment.



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STAFF RECOMMENDATION: Staff recommends approval of the proposed amendments as presented.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the amendment on March 19, 2015.

Present- 7
Yea- 7
Nay- 0

**These minutes are draft only. They have not been approved by the Planning Commission.*

GC2015-15; Amend Sign Regulations

Staff Davidson reads staff report.

Steve Walter (Love's Project Manager)- I want to clarify that the directional signs are not to attract people to our business. That is the purpose of the pole sign. The purpose of the directional signs are to guide cars and trucks to the appropriate entrance and exit. We are concerned about the safety of people getting in and out of their cars and walking to the store.

Secretary Kentner- Can you pause for a minute and explain the full scope of your project. Currently all we are talking about is a convenience store for cars.

Steve Walter- Initially we were planning on a full scale truck stop. We are purchasing the entire parcel and eventually we will add in the truck stop portion. First we are doing the convenience store with a Subway, and the entire infrastructure necessary to add the diesel bays. We will add the diesel truck bays later. We are working on a deal with the City to use some of their property to the north, where the utility service center is, for a drainage basin. In return we are going to pave Harvest Street. I know that signs can be a touchy subject. This is the only city I have worked in that changes the ordinance. Everywhere else grants waivers on a case by case basis. I can make a good case as to why our signs should be allowed, but I can understand why you wouldn't want to change the entire ordinance and impact the whole city. We understand that there is no limit to the number of directional signs that we can have. We are allowed to have over 2000 square feet of signage based on our street frontage. We are only asking for roughly 8% of our allowed sign square footage. I agree with the code to reduce sign clutter, but based on the ordinance we can have a lot of sign square footage. I have a problem with the directional signs displayed of Pizza Hut, and those signs are small, but adequate for people driving cars that are sitting a few feet off the ground, but those small signs would be very difficult for a truck driver, sitting much higher off the ground, to see. We just want to make sure, for safety's sake that the cars and trucks are kept separate on our site. That is our purpose of the signs. We had someone put up a balloon on the site and then drive along the highway to check for visibility. To the point of the directional signs I think they need to be large enough for the truck drivers to see.

OPEN PUBLIC COMMENT

Steve Walter- I want to point out that there is no negative comment from the public.

CLOSE PUBLIC COMMENT

Secretary Kentner- I want to clarify the City's sign ordinance. It is designed to not limit the square footage of signs, but the ordinance does limit the number of signs, and the type of signs allowed. I think that if there is a safety issue it is because of the site plan design. It has nothing to do with the signs. I want to also point out that the limited distance from Hwy. 50 to the first entrance on Harvest Street will make it very difficult if not impossible for trucks to enter, so they will intuitively enter at the second entrance anyway. Truck drivers sit up higher and can see better, so they will have more time to react.

Member Germann- What about trucks coming from the other direction?

Secretary Kentner- It will be the same issue there.

Discussion ensues regarding the purpose of the pole sign, the directional signs, and the safety concerns.

Member Lucas- We are seeing so many requests to redo the sign ordinance. It is getting to the point that new amendments are undoing other amendments. We are making the regulations so complicated. Is it possible to create some sort of mechanism for variances to the sign regulations? I think the compromise Staff has recommended for this case is fine, but in the future I would like to see these types of cases brought on a case-by-case basis before the Board of Zoning Appeals.



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Secretary Kentner- We can research the issue and come back to you at our next meeting with a memo outlining options for this issue.

Member Laubach- I agree that what *Member Lucas* is requesting is right on, but concerning this case I have some concerns. I visited the site and I have visited similar sites in different towns unfamiliar to me, and it can be difficult to find your way around safely without directional signs. Has a traffic study been conducted for this site?

Secretary Kentner- They are working with KDOT to conduct a traffic study. The results of that study are forthcoming.

Discussion ensues about truck drivers and access to this site.

MEMBER LUCAS MAKES MOTION TO APPROVE THE OPTION RECOMMENDED BY STAFF.

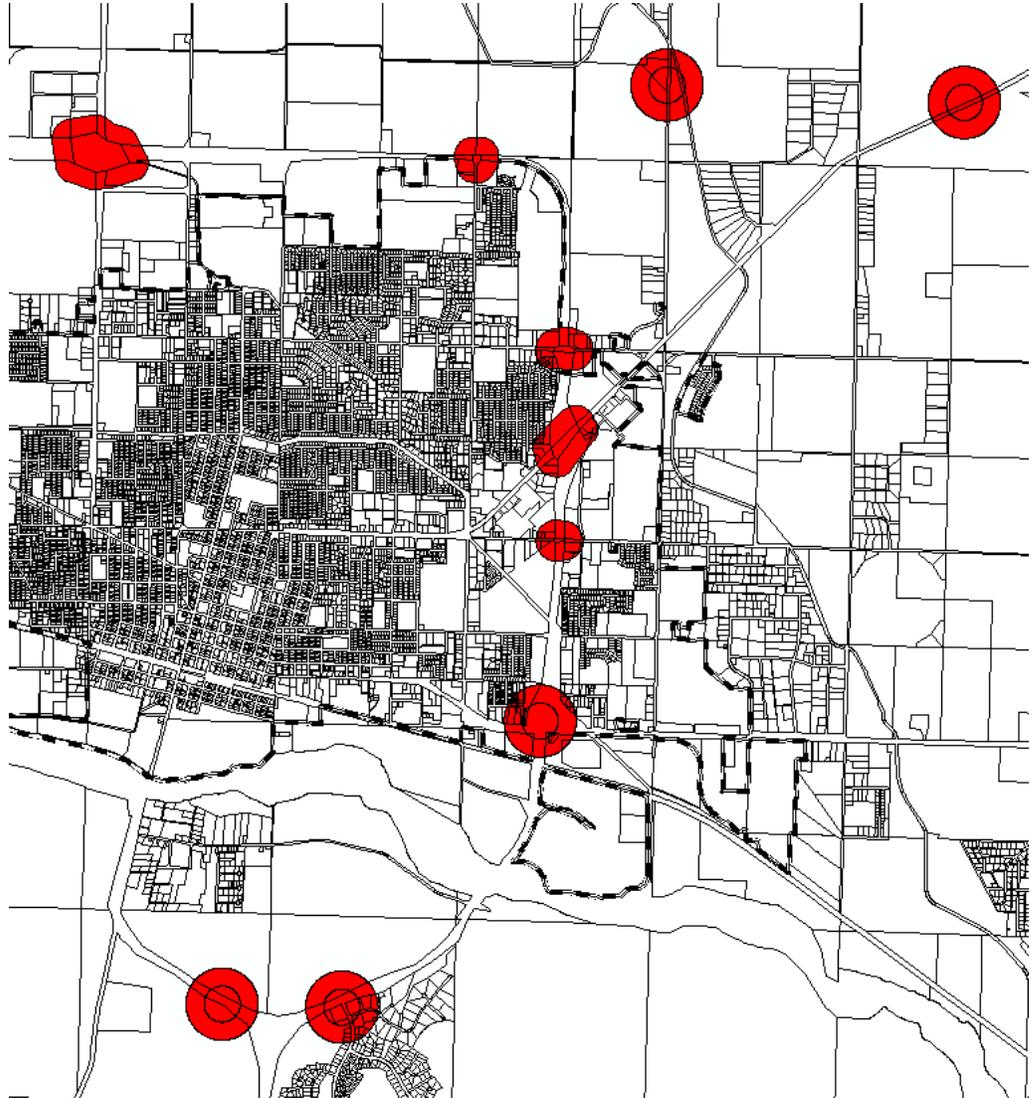
MEMBER LUBACH SECONDS MOTION.

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Not Present	Yea	Yea	Yea	Not Present	Yea

Motion passed.



EXHIBIT A: Existing Sign Overlay



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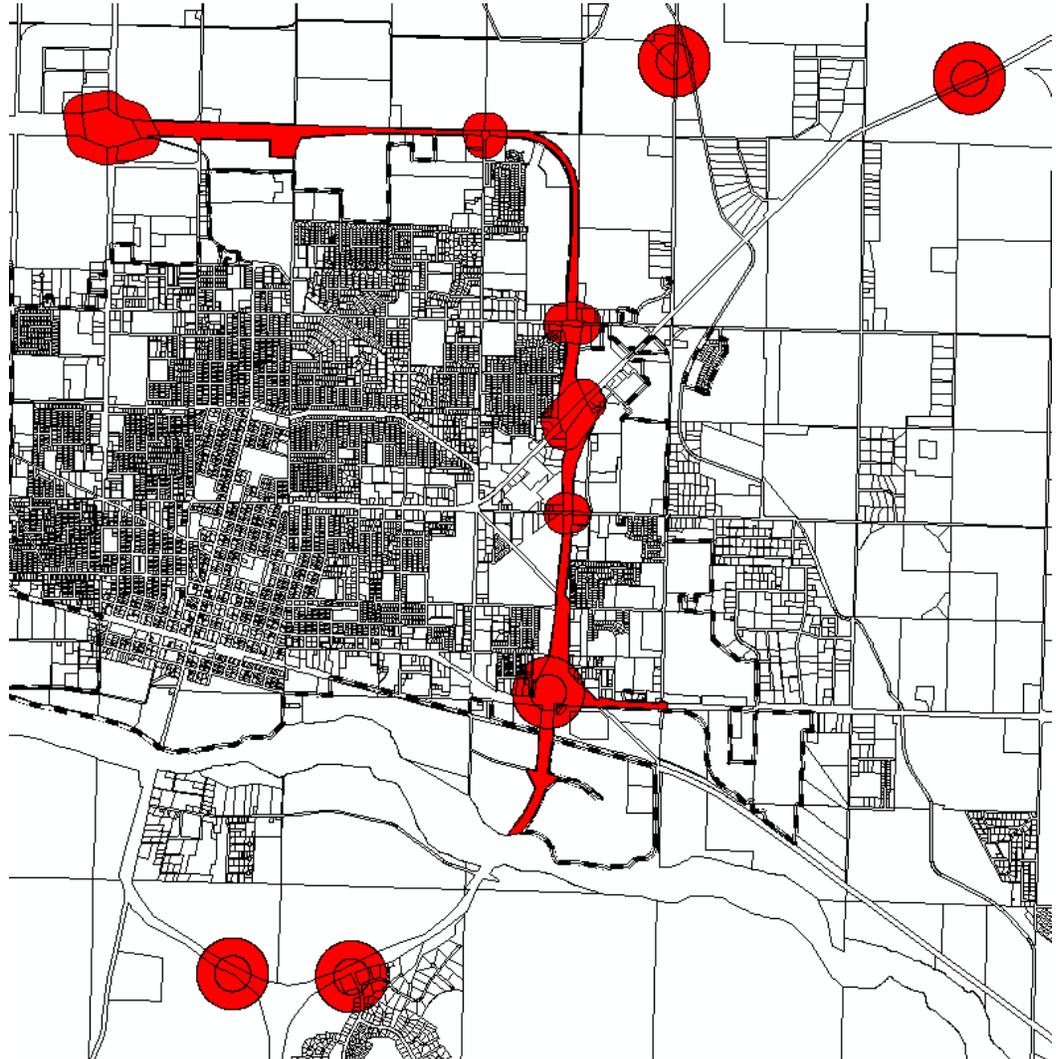
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EXHIBIT B: Proposed Sign Overlay



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ORDINANCE NO. _____-2015

AN ORDINANCE REGULATING SIGNS IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS, THE COMPREHENSIVE PLAN AND THE SIGN OVERLAY OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; OF THE CITY; AMENDING ZONING REGULATION SECTIONS 23.020 AND 23.090; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTIONS 23.020 AND 23.090; 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 23.020 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

23.020 DEFINITIONS. The following words and phrases whenever used in this Title shall be construed as defined in this Section. Where there is a question as to the interpretation of a term, word, classification or definition of a sign, the Planning and Community Development Director (Director) or his/her designee shall make the final determination on the term, category, classification, and/or definition applicable.

- (A) Electronic Message Boards (EMB) – A sign with a fixed or changeable display composed of a series of lights or composed of electronically illuminated segments that may be changed through electronic means.
- (B) Flashing – When artificial light is not maintained stationary or constant in intensity and/or color at all times, i.e. any revolving, moving, sequential, animated or intermittent sign shall be considered flashing.
- (C) Immediate Adjacent Grade – the established final grade of the ground surface at the base of the sign within one and a half (1.5) times the radius of the sign length. This area shall be no steeper than a 3% grade.

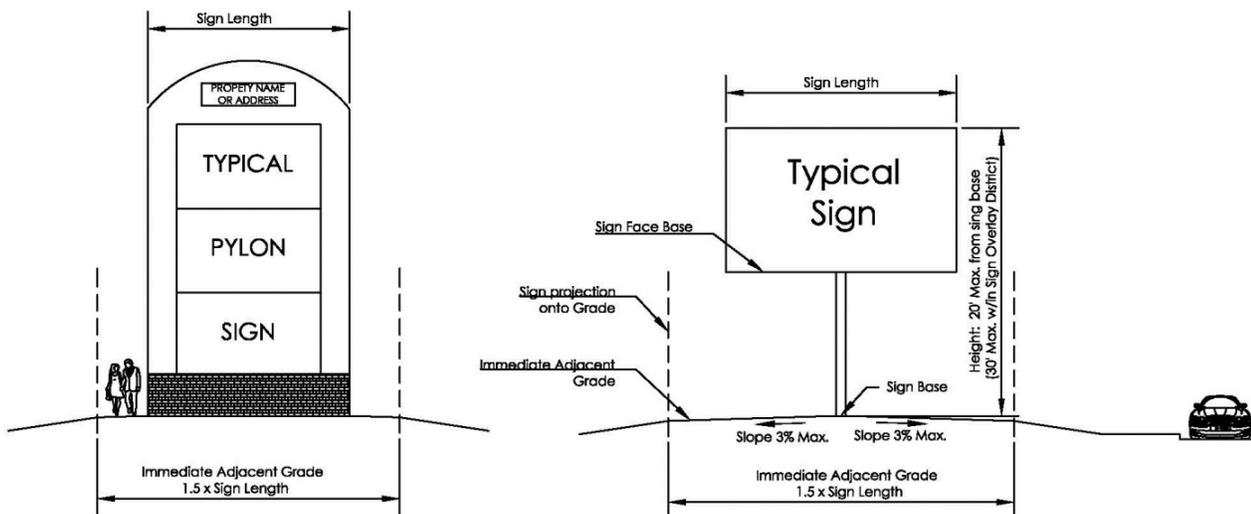


Figure 23.020 (D) – Immediate Adjacent Grade

- (D) Intense Illumination – Illumination to an extreme degree which may materially or practically tend to create traffic hazard as determined by the City.

- (E) Sight Triangle (Also, 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, as defined in Section 2.030.115 of these zoning regulations.

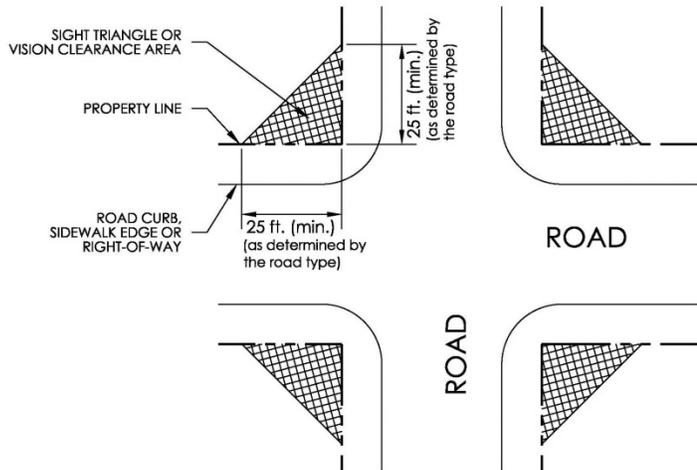


Figure 23.020 (F) – Sight Triangle

- (F) Sign – A communication device, structure, or fixture that incorporates words, lettering, parts of letters, figures, numerals, phrases, sentences, devices, design, picture, trade names or trademarks, graphics by which anything is made known, used to designate a firm, an association, a corporation, a profession, a business, a service, commodity or product, an event, or any type of publicity or propaganda, whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building wall, roof, frame, support, fence, or other manmade structure, which are visible from any public street, public highway, or public road right-of-way. For purpose of this Title, the term “sign” does not include the flag, pennant, or insignia of any nation, state, city, or other political unit, or of a nonprofit organization. It shall not include any official notice issued by any court, public body or officer or directional warning, information sign, or structure required or authorized by law.

- (1) Sign, “A” Frame – Any portable sign or structure composed of two (2) sign faces mounted or attached back to back in such a manner as to form a basically triangular vertical cross section through the faces, consisting of two (2) panels of equal size or a two (2) sided single paneled display, made of painted, decay-resistant wood, marker-board or chalkboard which are placed on the ground so as to be self-supporting and properly weighted for the wind loads in the area.



Figure 23.020.G (1) – Typical “A” Frame Signs

- (2) Sign, Abandoned – Any sign that advertises an activity, business, product, or service no longer conducted or available on the premises on which the sign is located.
- (3) Sign, Animated – Any sign, or any portion thereof which changes physical characteristics, position or depicts visual perception of movement which is set in motion or that gives the impression of movement whether it be by mechanical, thermal, pneumatic, electrical or by any other force or physically moves back and forth, or rotates, revolves, spins, whirls or turns.
- (4) Sign, Back-to-back - Signs constructed back-to-back with faces on parallel planes not more than twenty-four (24) inches apart from face-to-face surface shall count as a single sign both as to the number and to area. Thus, only one (1) side of such signs shall be counted in computing the sign area.
- (5) Sign, Banner – A sign composed of lightweight, all weather material, enclosed or not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere. Banner signs shall be considered temporary, except if it meets the following conditions:
 - (a.) Fixed Banner – shall firmly affixed or secured to the side of a building within a wooden or metal frame, or with eyelets, or may be placed in a wooden or metal frame permanently affixed to the ground as to allow for minimal movement of air behind the banner.
 - (i) One fixed banner sign may be permitted per frontage.
 - (ii) No fixed banner shall be considered permanent if it is less than thirty-two (32) square feet in area.
 - (iii) On wall mounted banner signs, the eyelet support cables shall not exceed 12 inches in length, and shall be firmly tight.

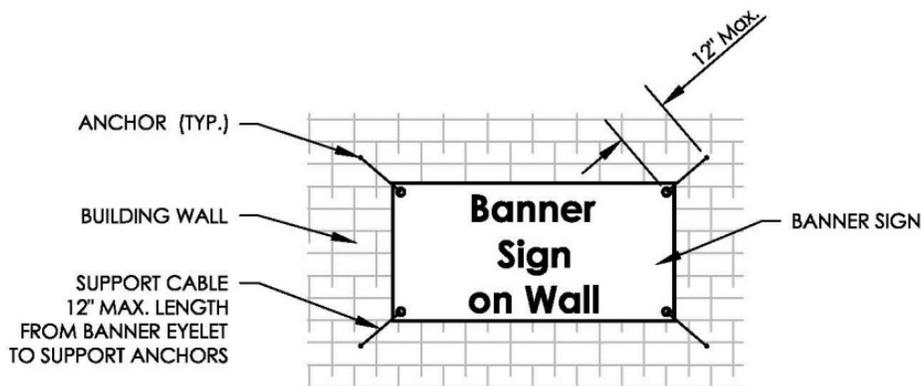


Figure 23.020.G (5.a) – Wall Mounted Banner Sign

- (b.) Upright Banner shall be firmly affixed to at least one (1) side of a rigid mounting permanently affixed to the ground.
 - (i.) Interchangeable upright banners shall be allowed.

- (ii.) The upright banner mounting and location shall be permanently affixed to the ground, and shall be approved by the Community Development Director or his/her designee, prior to any signs erected.
- (iii.) Upright Banners shall not exceed three (3) feet by six (6) feet total banner area, and shall not be taller than ten (10) feet from the base to the highest point of the sign.
- (iv.) Upright Banners may only be permitted in the “C-1”, “C-2”, “I-1”, “I-2” and “I-3” districts.
- (v.) Two (2) free standing upright banners may be permitted per property.
- (vi.) No upright banner sign may be located closer than twenty-five (25') feet from another upright banner sign, free standing sign or any temporary sign.

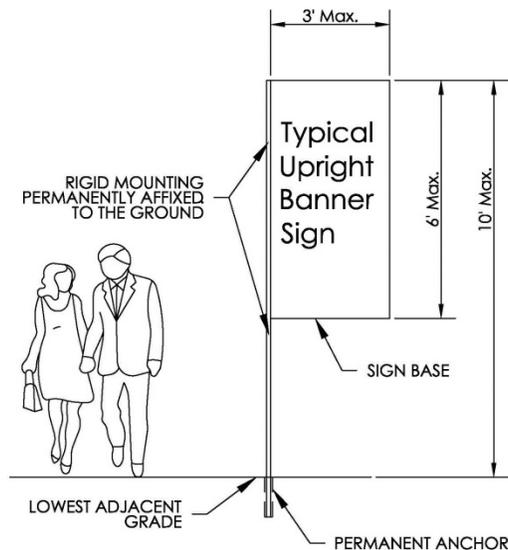


Figure 23.020.G (5.b) - Typical Upright Banner Sign

- (6) Sign, Construction Project – A temporary sign indicating the names of architects, engineers, landscape architects, contractors, and similar artisans involved in the design and construction of structures or projects only during the construction period and only on the premises on which the construction is taking place.
- (7) Sign, Directional – Any sign which serves exclusively to direct pedestrian or vehicular traffic flow. Directional signs shall not exceed six (6) square feet in area.
- (8) Sign, Identification – A sign giving the name and address of a building, business, development or establishment on the premises where the sign is located or to which it is affixed. Such signs may be wholly or partly devoted to a readily recognized symbol.
- (9) Sign, Illuminated – Any sign designed to give forth artificial light, or designed to reflect such light deriving from any source which is intended to cause such light or reflection.
 - (a.) All electrical components shall be enclosed within the sign structure.
 - (b.) Illuminated signs shall be properly grounded.

- (c.) Illuminated awning signs may be permitted.
 - (d.) All electrical components and/or lighting equipment shall be labeled and rated for outdoor use.
 - (e.) Ceilings (soffits) are required and may consist of “egg crate,” mesh fabric or solid plastic material. Removable panels may be provided to allow access for service and cleaning.
 - (f.) Minimum clearance to grade shall be eight (8) feet unless projecting over a vehicular right-of-way in which case minimum clearance must be sixteen (16) feet.
 - (g.) Illumination from Electronic Message Boards not to exceed three-tenths (.30) foot candles above ambient light levels as measured by a preset distance of fifteen (15) feet measured from the face of the sign.
- (10) Sign, Inflatable- A temporary display, object or sign that is intended to be filled with air or other gas that depicts any container, figure, product, object, or message.
- (11) Sign, Metal – Any sign constructed of metal.
- (12) Sign, Monument – A free standing sign, permanently affixed to the ground, supported primarily by an internal structural framework or other solid structural feature, which may be integrated into the landscape. The maximum height from the immediate adjacent grade to the highest point of the structure shall not exceed fifteen (15) feet. The maximum width of the sign shall not exceed thirty (30) feet.

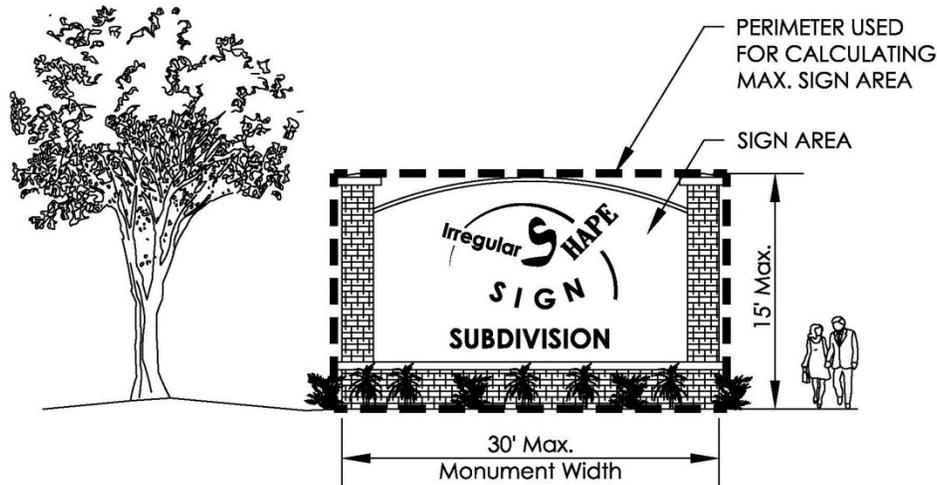


Figure 23.020.G (11) – Monument Sign

- (13) Sign, Non-conforming – A sign lawfully erected and maintained prior to the adoption or amendment of this ordinance that does not conform, or fails to comply with the requirements set herein.
- (14) Sign, Pole – A sign that is mounted on a freestanding pole. No pole sign shall have a height greater than twenty (20) feet above the curb, except those signs within the “Sign Overlay Zone”. Pole signs are limited to one (1) per lot regardless of the number of businesses or professions on the lot. Minimum clearance to grade shall be eight (8) feet unless projecting over a vehicular right-of-way in which case minimum clearance

must be sixteen (16) feet. The minimum distance between pole signs shall be fifty (50) feet from other monument or pole signs.

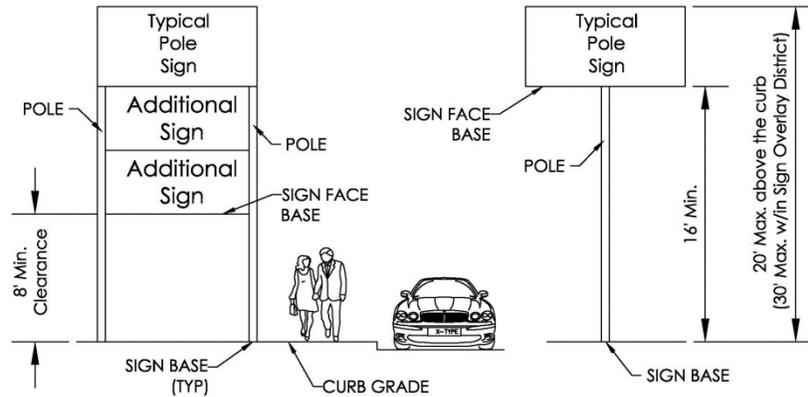


Figure 23.020.G (13) – Typical Pole Sign

(15) Sign, Pylon – A free standing vertical sign, permanently affixed to the ground, typically supported by two columns or similar structures and independent of support from any building(s). The maximum height (H) shall be twenty (20) feet from the immediate adjacent grade, except those signs within the “Sign Overlay Zone”, and the base (B) shall be at least one third the height ($1/3 H$). Each column shall be at least one fourth the base ($1/4 B$) of the structure. Pylon signs are limited to two (2) per lot regardless of the number of businesses or professions on the lot. The minimum distance between pylon signs shall be one thousand (1000) feet from other pylon signs, and one-hundred (100) feet from other pole or monument signs; and shall not be placed within the sight distance triangle area.

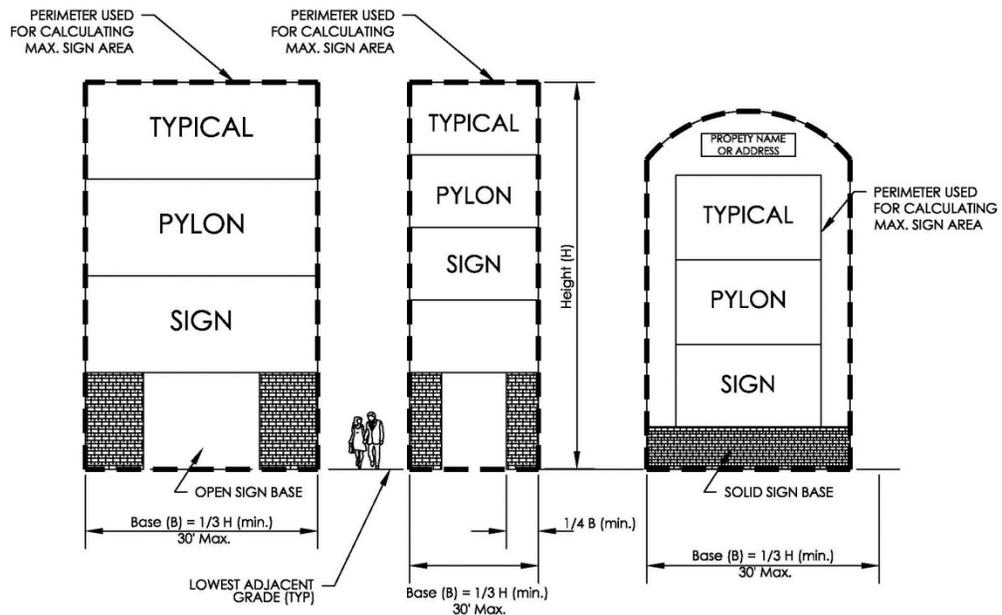


Figure 23.020.G (14) – Typical Pylon Sign

(16) Sign, Projecting – Any sign attached to a building or structural wall and extending horizontally outward from such wall more than twelve (12) inches.

- (17) Sign, Prohibited – Any sign not expressly permitted by this chapter or as stated by each district is prohibited. For more information regarding prohibited signs, refer to Section 23.110 in this article.
- (18) Sign, Public Service Information – Any sign intended primarily to promote items of general interest to the community such as time, temperature, date, atmospheric conditions, news, traffic control, etc.
- (19) Sign, Real Estate – A temporary sign that relates to the sale, lease or rental of the property or building or a portion thereof, or to construction activities directly related to the property on which it is located. These signs do not include subdivision signs and are used solely for the purpose of displaying the property for sale, lease, or rent.
- (20) Sign, Roof – Any sign that is erected upon or over the roof or over a parapet of any building or structure shall not exceed six (6) inches above the roofline or parapet.

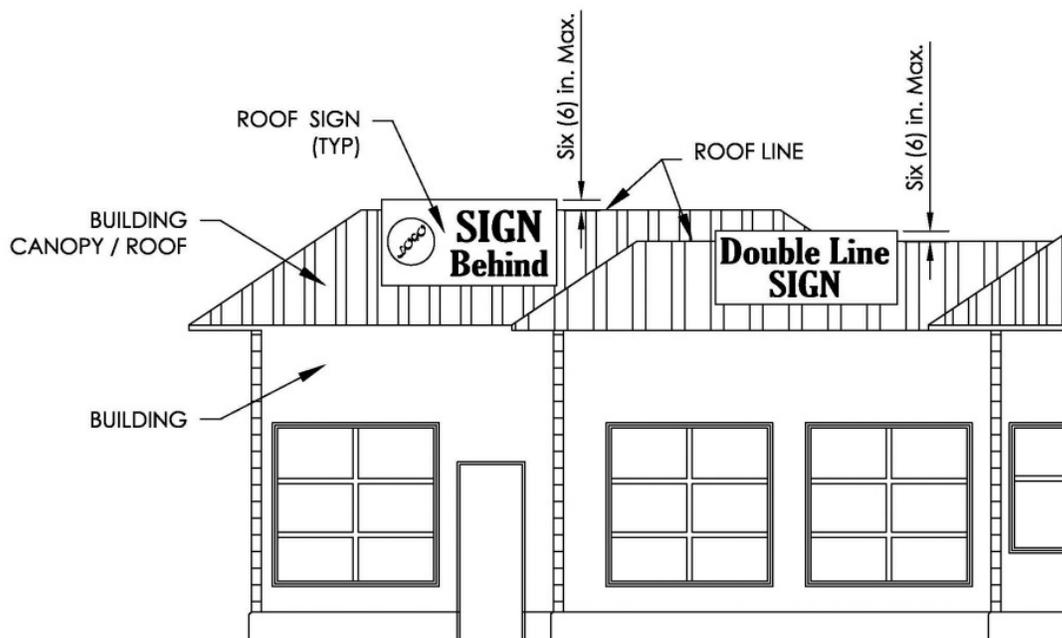


Figure 23.020.G (19) – Roof Sign

- (21) Sign, Off-Site Advertising – A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than at the property on which the sign is erected.
- ~~(22)~~ Sign, Off-Site Directional – A sign that assists in locating the access point to a business, a building or group of buildings, which do not have direct access to an arterial road, at a location other than at the property on which the sign is erected. **These types of signs shall not exceed six (6) square feet in area.**

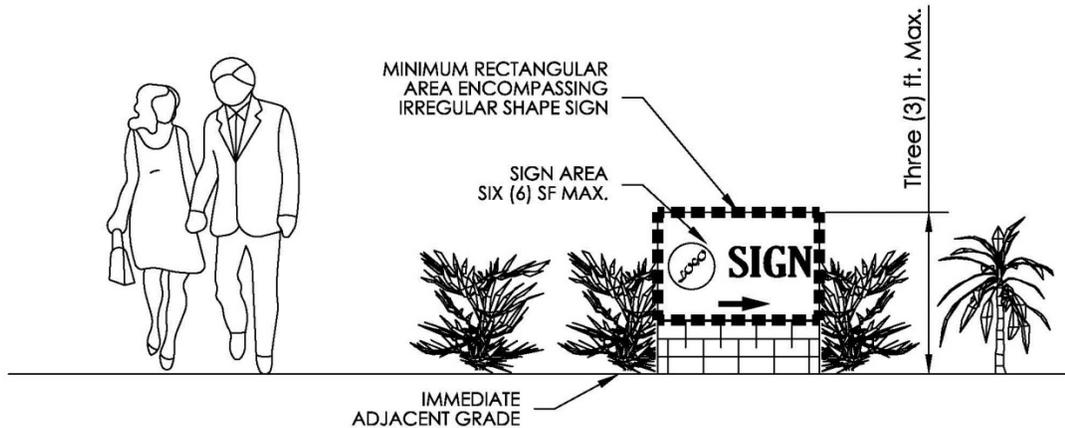


Figure 23.020.G (21) – Off-Site Directional Sign

- (23) Sign, On-Site Advertising – A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at the premises on which the sign is located or to which it is affixed.
- (24) Sign, Temporary – Any sign constructed of paper, cloth, canvas, or other similar light weight or expendable material with or without frames, or either nailed, clamped, or attached to a pole or other structure and intended to be displayed for thirty (30) days or less. Search lights, balloons or other gas filled objects or portable signs may also be considered temporary signs.
- (25) Sign, Vehicle – Shall apply to signs mounted upon or painted upon vehicles or trailers which are parked for a period of three (3) or more days expressly and exclusively for the purpose of calling attention to or advertising a specific business establishment or product, i.e. the principal use of the equipment, as determined by the Planning and Community Development Director, is advertising.
- (26) Sign, Wall – Any sign posted or painted upon, suspended from or otherwise affixed to a building, wall, fascia, canopy, or marquee in an essentially vertical position or with exposed face of the sign plane approximately parallel with the wall or fascia upon which it is attached.
- (G) Sign Area – Sign area shall mean and be determined as follows:
- (1) Integral background areas: the area of a sign containing a clearly defined background area. The area as defined herein shall be expressed as the area of the smallest standard geometric shape capable of encompassing the perimeter of the background area of the sign, including the frame. In the case of signs in which multiple background areas are separated by open space, the sign area shall be expressed as the sum of each individual background area, calculated as referenced above, but without regard for any open space between the separate background areas.

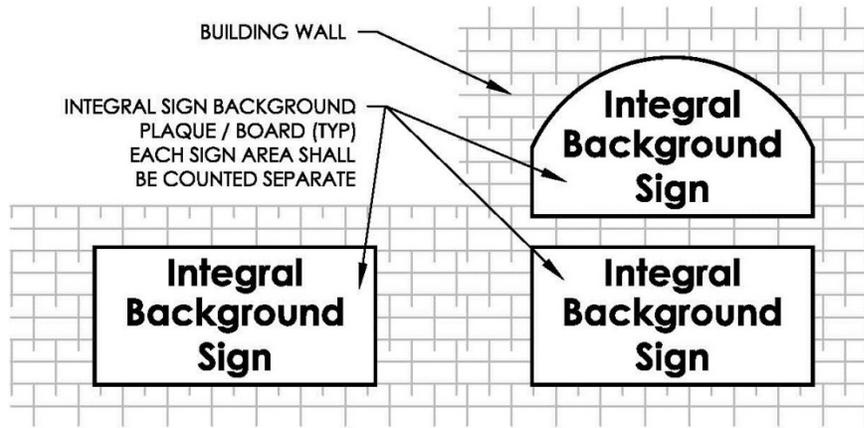


Figure 23.020.E (1) Integral Background Signs

(2) Signs without integral background area; consist of individual, a combination of elements such as letters, symbols, graphic objects or other forms of representations that are painted, attached to, or otherwise affixed to a surface such as a wall, window, canopy, architectural projection, or to any surface not specifically designed to serve as a sign background. The sign area shall be expressed as the sum of the individual areas of the smallest geometric shapes capable of encompassing the perimeters of the individual elements comprising the sign. Where the lettered or illustrated material is composed either vertically, horizontally, diagonally, or otherwise, essentially in the form of a rectangle, parallelogram, or any basic shape thereof shall be considered as the sign area; except where the distance between the sign elements (D) exceeds the average height or width of the sign elements (A) by one and one-half times ($D \geq 1.5A$), then the area of the elements shall be measured separately, as provided in figure 23.020.E (2) below.

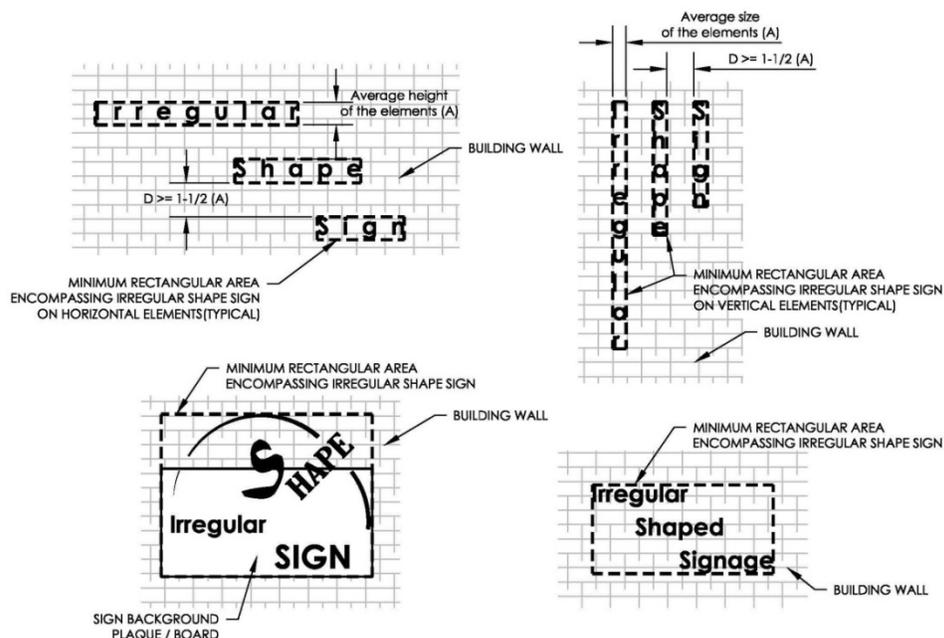


Figure 23.020.E (2) - Irregular Shaped Signs

(3) Time and temperature devices will not be included in determining sign area if said devices do not contain advertising materials. Advertising signs attached to such devices, however, shall be counted in determining permitted sign area.

(H) Sign Overlay Zone – An area which allows for greater sign height in the “C-2”, “I-1”, “I-2”, and “I-3” districts as described by the official sign overlay map.

(I) Sign resurfacing – Shall mean the repairing or replacement of defective parts, painting, or repainting, cleaning, and other acts required for the maintenance of the sign face.

(J) Time and Temperature Device – Any mechanism that displays the time and/or temperature but does not display any commercial advertising or identification.

(K) Window Area – The area of transparent surface, door, window or transom that is continuous and not separated by more than four (4) inches of non-transparent material.

(L) Window Sign – A sign affixed to the interior or exterior of a window, or placed behind a window pane up to three (3) feet, so as to attract the attention of the public. This definition does not include merchandise in a window display.

SECTION 2. Section 22.100 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

23.090 SIGNS PERMITTED IN COMMERCIAL DISTRICTS - “C-O”, C-1”, AND “C-2” AND INDUSTRIAL DISTRICTS “I-1”, “I-2”, and “I-3”. Signs in the “C-O”, “C-1”, “C-2”, “I-1”, “I-2” and “I-3” District are subject to sign construction regulations set forth in the Building Code, other City ordinances and this article. All sign types may be considered permitted signs, except where listed under the SIGNS PROHIBITED in this section, or where prohibited by these regulations.

(A) NUMBER OF SIGNS ALLOWED:

(1) Where a property abuts more than one street, each side of the lot may be considered a separate frontage and signs may be located on each additional frontage of the lot, except for additional free standing EMB, pole or pylon signs.

(2) Only one (1) free standing EMB, pole or pylon sign may be permitted per property.

(3) Only one (1) temporary sign shall be allowed per property, as outlined in these zoning regulations.

(B) SIZE:

(1) Each side of a lot which abuts upon a street shall be considered as a separate frontage, the gross surface area of all signs in square feet on a lot shall not exceed three (3) times the total lineal feet of frontage of the lot.

(2) For Wall Signs: The total permitted area of all wall signs shall be calculated based on ten (10%) percent of the area of the building façade on which the signs are proposed to be affixed.

(3) For Window Signs: The gross surface area shall not exceed twenty-five percent (25%) of the window area on which it is located or attached.

(4) On corner lots the number of wall signs on the building shall be in character with the size and scale of the building.

(C) HEIGHT:

- (1) No sign shall have a height greater than twenty (20) feet above the immediate adjacent grade, except those signs within the "Sign Overlay Zone".

(D) LOCATION: For general location standards refer to section 23.040 LOCATION STANDARDS.

- (1) Signs shall not be placed in the right-of-way.
- (2) Any sign located within three (3) feet of a driveway, or within fifty (50) feet of the intersection of two (2) or more streets shall have its lowest elevation at least ten (10) feet above curb level, or a maximum height of four (4) feet above the curb and no part of its means of support shall have a single or joined horizontal dimension exceeding twelve (12) inches as to maintain clearance within the sight distance triangles.
- (3) No sign may be located closer than fifty (50) feet from another sign.

(E) SIGN DESIGN:

- (1) All signs shall be permanently affixed to the ground, buildings, or other permanent structures.
- (2) Individual elements with no background shall be measured by the minimum rectangular area necessary to encompass such elements and by a combination of rectangles as are necessary to encompass irregular shapes and dimensions.
- (3) Sign copy shall be limited to the primary name of the business, trademark, logo, slogan, and street address number.
- (4) Where multiple-tenants exist, sign copy shall be limited to one (1) primary name of the business complex or shopping center and may list individual uses and tenants provided such lettering for the listing is a maximum of one (1) foot in height, limited to the name of the businesses, trademarks, logos, and slogans.
- (5) Changeable sign copies shall be limited to advertising events, items, pricing, announcements, specials and slogans directly related to the business.

(F) OFF-SITE ADVERTISEMENT: A lot or parcel of land may have one (1) off-site advertising sign as long as it meets the following:

- (1) The lot shall not contain any existing structures.
- (2) The lot shall have a minimum of two hundred (200) lineal feet of street frontage on the side that the off-site advertising sign is located.
- (3) Off-site advertising signs shall be located no closer than thirty (30) feet from any side yard or front yard.
- (4) Off-site advertising signs shall not be permitted if the lot or parcel of land has an existing pole sign, free-standing sign or an on-site advertising sign.
- (5) No more than one (1) off-site advertising sign shall be permitted on any specific lot or parcel of land.
- (6) Off-site advertising signs shall be removed upon development of the lot or parcel.

- (7) Off-site advertising signs shall not exceed four-hundred fifty (450) square feet in size.
- (8) Off-site advertising signs above sixty-four (64) square feet up to four-hundred fifty (450) square feet shall not be permitted within the city limits of Garden City.
- (9) Off-site advertising signs shall be placed no closer than one thousand three-hundred twenty (1320) feet (1/4 mile) from another pole or pylon sign.
- (10) Off-site advertising signs shall not be closer than one hundred (100) feet from any building.
- (11) Off-site advertising signs shall be located no closer than five hundred (500) feet to land that is zoned residential.
- (12) Off-site advertising signs shall be located no closer than five hundred (500) feet to any intersection. The distance is measured from the beginning or ending of the pavement widening at the exit, or if there is no pavement widening, then from the midpoint of the intersection.
- (13) All other regulations of the Kansas State Highway Beautification Act not met or exceeded by this regulation shall be enforced as stated in K.S.A. 68-2234 et seq.

(G) OFF-SITE DIRECTIONAL SIGN: An off-site directional sign may be permitted for a lot or parcel not having direct access to a principal arterial right-of-way and is located within five hundred fifty (550) feet from said principal arterial right-of-way being advertised upon, as long as it meets the following criteria:

- (1) Only one (1) off-site directional sign shall be allowed per business which does not have direct access to a principal arterial right-of-way.
- (2) Only one (1) off-site directional sign shall be allowed per property, on lots or parcels allowing off-site directional signs for another property. This type of sign shall not be allowed on frontages along Main Street and Highway 50/83/400 bypass. Written permission signed by the owner of the lot or parcel where the off-site directional sign shall be located shall be submitted with the sign permit application.
- (3) The off-site directional sign shall be located within five-hundred-fifty (550) feet of the lot or parcel for which it advertises.
- (4) The maximum size of the off-site directional sign shall be twenty four (24) square feet in area.
- (5) The maximum height of the off-site directional signs shall be seven (7) feet, as measured from the immediate adjacent grade to the highest point of the sign.
- (6) Off-site directional signs may be internally illuminated, as outlined in these zoning regulations.

(H) ELECTRONIC MESSAGE BOARDS (EMB): In "C-O", "C-1", "C-2", "I-1", "I-2" and "I-3" District EMBs are subject to the following restrictions:

- (1) Limit of one (1) free standing sign per property, and one (1) wall sign per unit frontage.
- (2) Display areas:
 - (a.) On-site: Shall not exceed eighty (80) square feet.

(b.) Off-Site: Shall not exceed four-hundred fifty (450) square feet.

(3) EMB may be mounted only on monument, wall, pylon, or pole signs.

(4) All plans for proposed EMB monument, pylon, and pole signs must include a landscaping plan. Minimum landscaping requirements for all EMB pole and monument signs must have at least an eighty (80) foot area encompassing the base of the sign reserved for a landscaping bed, to include native species of trees, shrubs, and grasses.

(5) A limit of one (1) stagnant, non-animated message change every fifteen (15) seconds.

(I) FENCE SIGNS - Signs may be placed upon fences when they have been approved on temporary basis with a sign permit or when they have been approved as permanent signs by a Conditional Use Permit.

(J) SIGNS PROHIBITED: Signs prohibited in "C-O", "C-1", "C-2", "I-1", "I-2" and "I-3" District, include but are not limited to:

(1) Vehicle Signs.

(2) See also Article 23.110 SIGNS PROHIBITED.

(K) SIGN OVERLAY ZONE – In the "C-2", "I-1", "I-2", and "I-3" districts signs may be permitted to be taller if they are located in the sign overlay zone subject to the following requirements:

(1) The number of signs is limited as to the number outlined in the sign regulations.

(2) The increase in height is limited to pole and pylon signs.

(a) Pole signs – may be a maximum sign height of thirty (30) feet, measured from the immediate adjacent grade of the sign base.

(b) Pylon signs – may be a maximum sign height of forty (40) feet, measured from the immediate adjacent grade of the sign base.

(3) The Sign Overlay Zone – is described as an area within five hundred (500) feet of the intersection of public right-of-ways adjacent to major intersections and to include a twenty five (25) foot buffer extending along the public right-of-ways where the high-speed highways would predicate taller signage as shown in figure 23.090 (1).

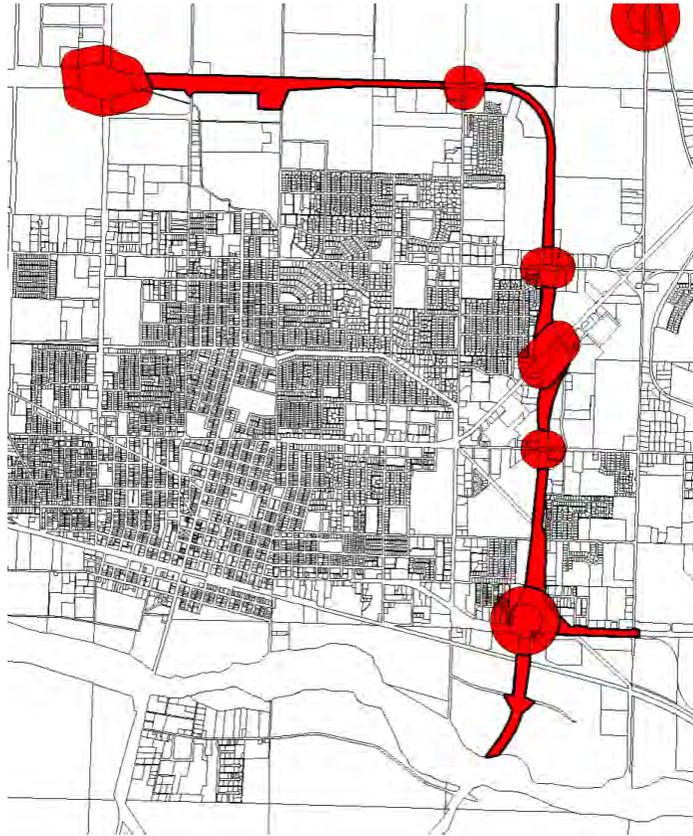
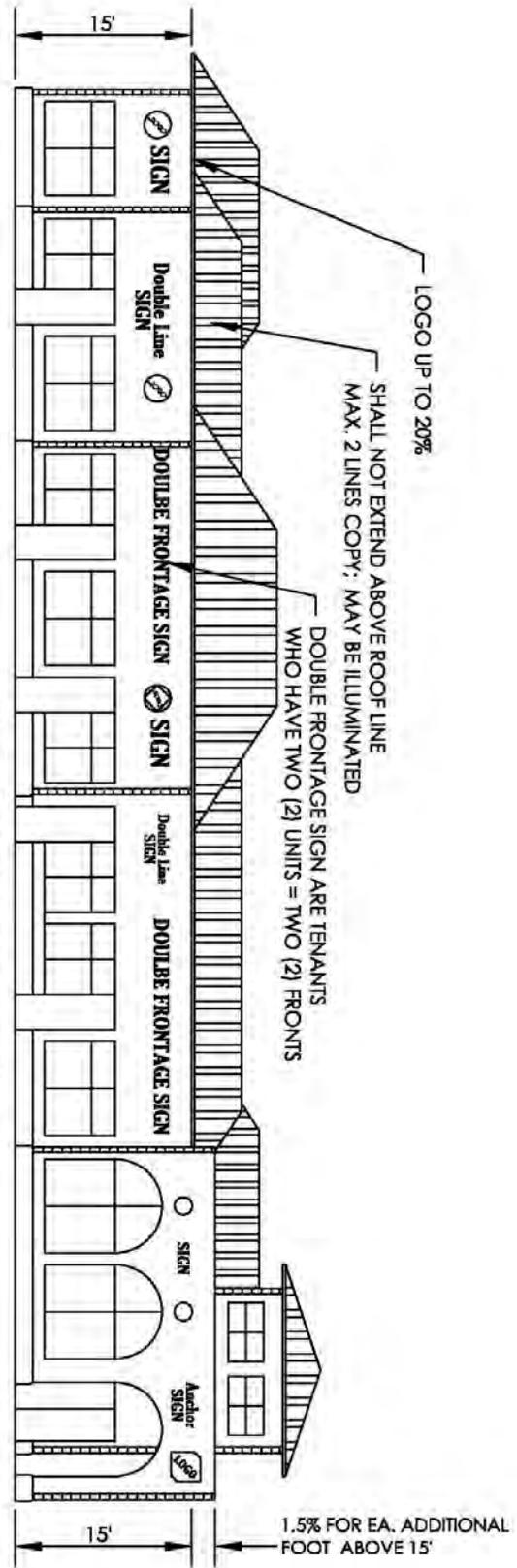


Figure 23.090 – Sign Overlay Map (1)

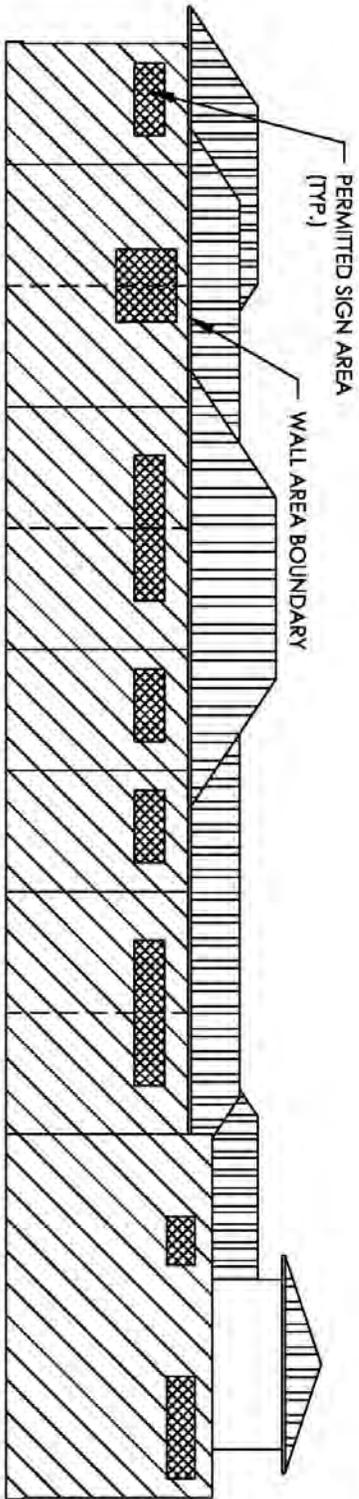


SHALL BE MEASURED BY THE MINIMUM RECTANGULAR AREA NECESSARY TO ENCOMPASS SUCH LETTER AND BY A COMBINATION OF RECTANGLES AS ARE NECESSARY TO ENCOMPASS IRREGULAR SHAPES AND DIMENSIONS. SIGN COPY SHALL BE LIMITED TO THE PRIMARY NAME OF THE BUSINESS, TRADEMARK, LOGO AND SLOGAN.

WALL SIGN - ELEVATION DIAGRAM

N.T.S.

THE TOTAL PERMITTED SQUARE FEET AREA OF ALL WALL SIGNS SHALL BE CALCULATED BASED ON TEN (10%) PERCENT OF THE AREA OF THE BUILDING FAÇADE WHERE THE SIGN IS PROPOSED TO BE AFFIXED.



WALL SIGN - CALCULATION DIAGRAM

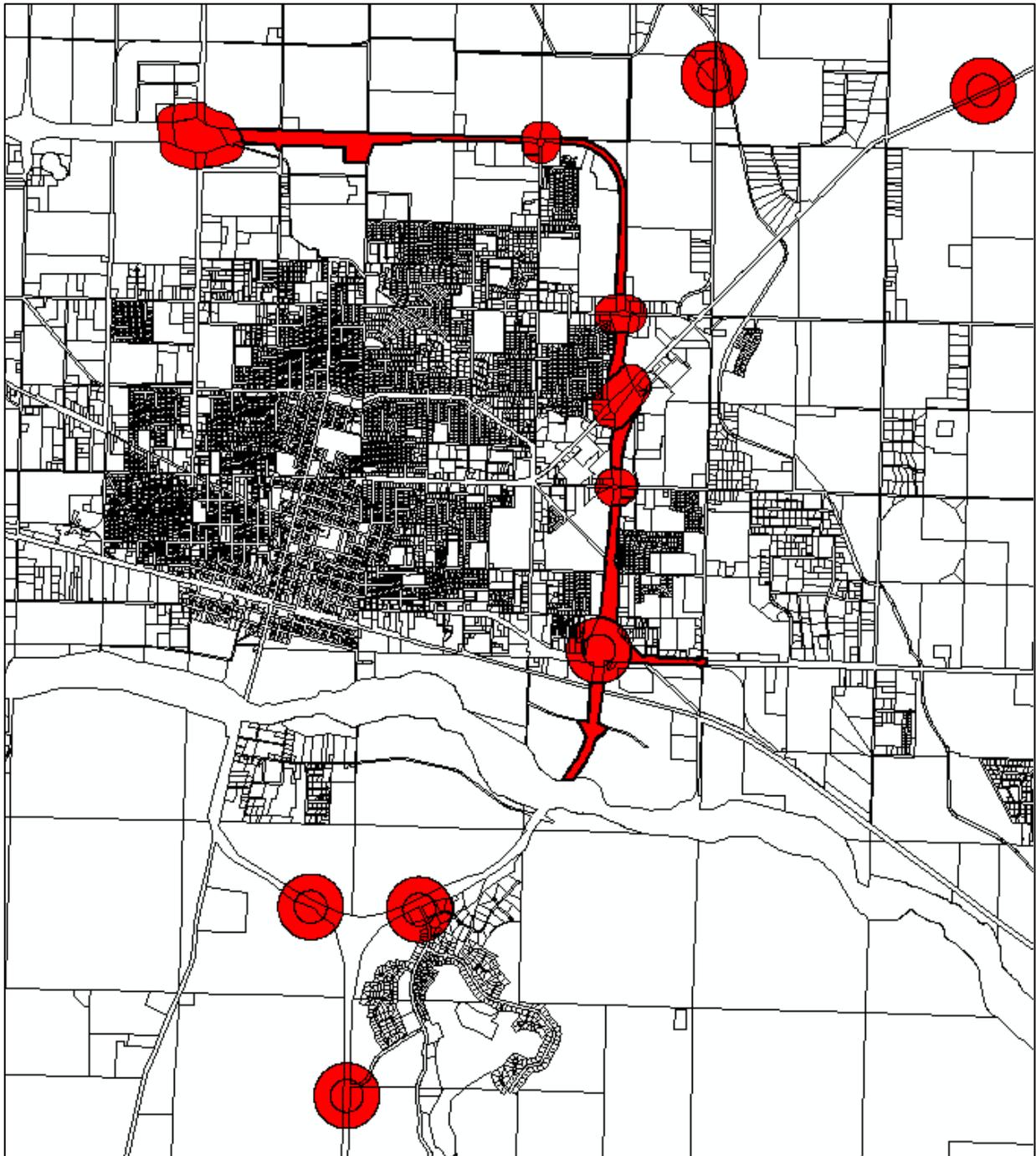
N.T.S.

 SIGN AREA
 TOTAL WALL AREA

Figure 23.090 – Wall Signs in Commercial Districts (2)

SECTION 3. The Zoning Regulations for the City of Garden City, Kansas, Sections 23.020 and 23.090 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation sections not specifically amended or deleted herein shall remain in full force and effect.

SECTION 4. The Comprehensive Plan for the City of Garden City, Kansas, The Sign Overlay of the Future Land Use Map as previously existing, is hereby amended as set forth in this ordinance.



The Sign Overlay of the Future Land Use Map

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 7th day of April, 2015.

ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL

City Counselor



MEMORANDUM

TO: City Commission
FROM: Matt Allen, City Manager
DATE: April 3, 2015
RE: Approving the call of Industrial Revenue Bonds related to Wheatland Electric Cooperative

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

The City Commission is asked to approve a Resolution which approves the sale of the Wheatland Water Project project financed with the proceeds of revenue bonds of the City and authorizing the Mayor to execute and deliver (1) a Bill of Sale, (2) a Special Warranty Deed, (3) a Termination and Release of Easement Agreement, (4) a Termination and Release of Assignment of Easements, (5) a Termination and Release of Lease, and (6) a Satisfaction, Discharge and Release of Indenture.

Background

The City Commission, at its February 17th regular meeting and at the request of Wheatland Electric Cooperative, approved directing the Trustee to call the Industrial Revenue Bonds. On March 13, 2015 the City, Wheatland, and the Bond Trustee entered into an Escrow Trust Agreement under which Wheatland deposited sufficient money with the Bond Trustee to provide for the payment in full of all the outstanding bonds on their first available redemption dates. Under the bond documents, the bonds are now considered paid in full, and Wheatland will exercise its option to purchase the financed projects. The resolution before you was prepared by Mary Carson, the City's bond counsel, and authorizes the City to execute documents necessary to complete the option to purchase, which is scheduled for April 15.

The memo prepared by Mary Carson for the February 17th meeting is provided again for background purposes.

Alternatives

1. Approve the Resolution.
2. Deny the Resolution.

Recommendation

Staff recommends approving the Resolution

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



TRIPLETT, WOOLF & GARRETSON, LLC

LAW FIRM

MEMORANDUM

To: Mayor and City Commissioners, City of Garden City, Kansas
From: Mary Carson, Triplett, Woolf & Garretson, LLC
Date: February 13, 2015
Re: Wheatland Electric Cooperative, Inc. request to direct Security Bank of Kansas City (“Bond Trustee”) to call for redemption three series of outstanding Water Supply Revenue Bonds issued by the City on behalf of Wheatland Electric Cooperative, Inc., designated Water Supply Revenue Bonds, Series 2005; Taxable Water Supply Revenue Bonds, Series 2010; and Water Supply Refunding Revenue Bonds, Series 2011.

Issue

The Governing Body is asked to direct the Bond Trustee to call for redemption the Series 2011 Bonds and the Series 2005 Bonds as described in a letter from Bruce Mueller, Wheatland Electric, dated February 11, 2015. The governing Body is also asked to direct the Bond Trustee to call the Series 2010 taxable bonds as described in a February 13, 2015 letter from Mr. Mueller.

Background

The City currently has three series of bonds outstanding, issued under the Kansas industrial revenue bond statutes, on behalf of Wheatland Electric Cooperative, Inc. (“Wheatland”) to finance Wheatland’s water utility facilities. The Series 2005 and the Series 2011 Bonds were issued as “exempt facility” under the Internal Revenue Code of 1986 and applicable regulations (the “Code”). As such, interest on the Bonds paid to bond owners is not included in gross income for federal income tax purposes. The Code imposes requirements on Wheatland that must be complied with to provide the interest on the Bonds will be and continue to be excluded from gross income. One such requirement is that Wheatland remains a regulated public water utility whose rates for furnishing water are reviewed and approved by the Kansas Corporation Commission (KCC) or a similar agency. Wheatland recently obtained an order from the KCC deregulating its operations, and although Wheatland requested the KCC to continue regulation of the water operations, the KCC declined. Wheatland has decided not to appeal the KCC order or otherwise attempt to regulate the water operations in compliance with the Code. The Code now requires Wheatland take “remedial action” with respect to the Series 2005 and Series 2011 Bonds to avoid a finding that interest on the Bonds is taxable.

The required remedial actions provide the affected bonds will continue to meet the requirements of the Code (and not be determined taxable) if (i) all the now “non-

qualified” bonds are redeemed on the earliest call date after the date the non-qualification occurs; or, (ii) if bonds are not callable within 90 days of that date, a defeasance escrow is created for such bonds providing that the bonds will be called on the earliest call date. The Series 2005 Bonds are now subject to optional redemption by the City, as issuer of the bonds, upon instructions from Wheatland, as obligor on the Bonds. The Series 2011 Bonds maturing on and after September 1, 2017 are subject to redemption on and after September 1, 2016. Under the remedial action rules, a defeasance escrow account must be created containing cash and investments sufficient to pay principal and interest on the 2011 Bonds until the earliest optional redemption date of September 1, 2016, and to pay the balance of the 2011 Bonds on the redemption date. Wheatland’s letter addressed to the City and the Bond Trustee dated February 11, 2015 makes this request of the City.

The City’s Taxable Water Supply Revenue Bonds, Series 2010 were issued on behalf of Wheatland to finance water facilities that did not otherwise qualify for tax-exemption under the Code. The interest paid on the Series 2010 is included in gross income for federal income tax purposes and the KCC order does not affect the status of the Series 2010 Bonds. In looking at financing for the redemptions of the tax-exempt bonds Wheatland has chosen to call the Series 2010 Bonds for redemption as well, as described in the second letter from Wheatland (dated February 13, 2014) attached to this memo. The Series 2010 Bonds maturing on and after September 1, 2016 may be redeemed on or after September 1, 2015. This will require creation of a defeasance escrow account with the bond trustee that will pay the Series 2010 Bonds until the redemption date of September 1, 2015.

The City is the issuer of each Series of Bonds, but the Bonds are issued on behalf of Wheatland and Wheatland has the sole obligation to pay principal of and interest on the Bonds either as they mature or on a call for early redemption. The bond documents provide Wheatland may instruct the City to call bonds for redemption and Wheatland has done so. The City, as issuer of the Bonds, now needs to approve the redemption request and direct the Bond Trustee to proceed with the redemption and defeasance of the Bonds. When Wheatland’s funds are deposited with the Bond Trustee under the bond documents or an escrow trust agreement, all of the City’s bonds issued on behalf of Wheatland will be considered paid and no longer outstanding. The City will deed back to Wheatland the Wheatland property currently held by the City and the Bond Trustee as security for payment of each series of Bonds and the City’s relationship with Wheatland regarding financing of the water facilities will end. Because the Bonds are Wheatland’s financial obligation, the City is acting as a conduit issuer of Bonds and should comply with Wheatland’s request. If the City refused to follow the request, Wheatland might sue the City to compel performance under the bond documents.

Alternatives

1. Direct the Bond Trustee to call the Series 2011 tax exempt bonds, the Series 2005 tax exempt bonds, and Series 2010 taxable bonds, as requested by Wheatland.
2. Do not direct the Bond Trustee to call the Series 2011 tax exempt bonds, the Series 2005 tax exempt bonds, and Series 2010 taxable bonds, as requested by Wheatland.

Recommendation

Bond Counsel recommends Alternative 1.

Fiscal Note

There is no direct fiscal note to the City in your consideration of this item.

RESOLUTION NO. ____-2015

OF THE

CITY OF GARDEN CITY, KANSAS

RELATING TO:

CITY OF GARDEN CITY, KANSAS

\$7,500,000

CITY OF GARDEN CITY, KANSAS
WATER SUPPLY REVENUE BONDS
SERIES A, 2003

(WHEATLAND ELECTRIC COOPERATIVE, INC. PROJECT)

\$7,500,000

CITY OF GARDEN CITY, KANSAS
WATER SUPPLY REVENUE BONDS
SERIES 2005

(WHEATLAND ELECTRIC COOPERATIVE, INC.)

\$8,000,000

CITY OF GARDEN CITY, KANSAS
TAXABLE WATER SUPPLY REVENUE BONDS
SERIES 2010

(WHEATLAND ELECTRIC COOPERATIVE, INC.)

\$4,120,000

CITY OF GARDEN CITY, KANSAS
WATER SUPPLY REFUNDING REVENUE BONDS
SERIES 2011

(WHEATLAND ELECTRIC COOPERATIVE, INC.)

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A BILL OF SALE, (2) A SPECIAL WARRANTY DEED, (3) A TERMINATION AND RELEASE OF EASEMENT AGREEMENT, (4) A TERMINATION AND RELEASE OF ASSIGNMENT OF EASEMENTS, (5) A TERMINATION AND RELEASE OF LEASE, AND (6) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

WHEREAS, the City of Garden City, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the "Issuer"); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc. Project) (the "2003 Bonds") in the aggregate principal amount of \$7,500,000, of which no bond remains outstanding, for the purpose of acquiring, constructing, improving, and equipping a water treatment and supply facility located in Finney County, Kansas (the "2003 Project"); and

WHEREAS, the Issuer has previously issued its Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.) (the "2005 Bonds") in the aggregate principal amount of \$7,500,000, to finance improvements to the 2003 Project consisting of the extension of water supply lines, construction of effluent lines, improvement of water wells and transmission lines (the "2005 Additions") and none of the 2005 Bonds remain remains Outstanding pursuant to an Escrow Trust Agreement dated March 12, 2015, providing for the defeasance and payment of the 2005 Bonds; and

WHEREAS, the Issuer has previously issued its Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) (the "2010 Bonds") in the aggregate principal amount of \$8,500,000, to finance improvements and additions to the 2003 Project and the 2005 Additions, consisting of water production wells, water supply and transmission lines, a booster pump station, a chlorination station, and things necessary and related thereto (the "2010 Additions") and none of the 2010 Bonds remains outstanding pursuant to an Escrow Trust Agreement dated March 12, 2015 providing for the defeasance of the 2010 Bonds; and

WHEREAS, the Issuer has previously issued its Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the "2011 Bonds") in the aggregate principal amount of \$4,120,000 for the purpose of refunding and redeeming the outstanding 2003 Bonds maturing on and after September 1, 2012, and none of the 2011 Bonds remain outstanding, pursuant

to an Escrow Trust Agreement dated March 12, 2015 providing for the defeasance of the 2011 Bonds,; and

WHEREAS, the 2005 Bonds, the 2010 bonds and the 2011 Bonds (collectively, the “Bonds”) are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of April 15, 2003 (the “2003 Indenture”), as amended and supplemented by a First Supplemental Trust Indenture, dated as of July 1, 2005 (the “First Supplemental Indenture”), a Second Supplemental Trust Indenture, dated as of December 15, 2010 (the “Second Supplemental Indenture”), and, a Third Supplemental Trust Indenture, dated as of August 15, 2011 (the “Third Supplemental Indenture”) by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as successor Trustee (the “Trustee”) to Security State Bank, Scott City, Kansas (collectively the “Indenture”); and

WHEREAS, the 2003 Project, 2005 Additions and 2010 Additions (collectively, the “Project”) are leased by the Issuer to Wheatland Electric Cooperative, Inc., a Kansas non-profit corporation (the “Corporation”), pursuant to a certain Lease Agreement, dated as of April 15, 2003 (the “2003 Lease”), as supplemented and amended by (i) a First Supplemental Lease Agreement, dated as of July 1, 2005 (the “First Supplemental Lease”), (ii) a Second Supplemental Lease, dated as of December 15, 2010 (the “Second Supplemental Lease”) and (iii) a Third Supplemental Lease, dated as of August 15, 2011 (the “Third Supplemental Lease”) (referred to collectively hereafter as the “Lease”); and

WHEREAS, the Trust Estate created by the Indenture includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Lease; and

WHEREAS, the Issuer assigned certain rights in connection with the Lease to the Trustee pursuant to (i) an Assignment of Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on April 17, 2003, (ii) an Assignment of First Supplemental Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on July 1, 2005, (iii) an Assignment of Second Supplemental Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on December 21, 2010, and (iv) an Assignment of Third Supplemental Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on August 19, 2011; and

WHEREAS, the Corporation assigned the Issuer its interests in the easements over and upon certain property on which portions of the Project are located for purposes related to securing the Bonds pursuant to an Assignment of Easements Agreement, dated as of July 1, 2005 (the “2005 Easement”); and

WHEREAS, the Corporation granted the Issuer a nonexclusive easement over and upon certain property on which portions of the Project are located for purposes related to securing the Bonds pursuant to an Easement and Agreement, dated as of December 15, 2010 (the “2010 Easement”); and

WHEREAS, the payment of the principal of and interest on the Bonds is guaranteed by the Corporation pursuant to the terms of a Guaranty Agreement, dated as of April 15, 2003, as amended

and supplemented by a First Supplemental Guaranty Agreement, dated as of July 1, 2005, a Second Supplemental Guaranty Agreement dated as of December 15, 2010 and a Third Supplemental Guaranty Agreement dated as of August 15, 2011 (collectively the “Guaranty Agreement”) and the Guaranty Agreement will be terminated and released by the Corporation and Trustee concurrently with execution and delivery by the Issuer of the documents authorized by this Resolution; and

WHEREAS, Section 17.1 and Section 17.2 of the Lease provides for the purchase of the Project by the Corporation upon the proper exercise of the Corporation’s option to purchase and the payment to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds, plus the payment to the City of \$1,000; and

WHEREAS, the Corporation has provided notice of its election to purchase the Project on or about April 15, 2015 (the “Closing Date”); and

WHEREAS, provision has been made for payment in full of the outstanding Bonds, by deposit with the Trustee, irrevocably in trust, of sufficient monies to pay the principal of, interest, and applicable redemption premium, if any, on the Bonds, all pursuant to an Escrow Trust Agreement dated as of March 12, 2015, by and among the Issuer, the Corporation, and the Trustee; and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of: (1) a Bill of Sale, (2) a Special Warranty Deed, (3) a Termination and Release of Easement Agreement, (4) a Termination and Release of Assignment of Easement, (5) a Termination and Release of Leases, and (6) Satisfaction, Release and Discharge of Indenture, in connection with the exercise by the Corporation of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases used in this Resolution but not otherwise defined herein shall have the meanings set forth in the Lease and the Indenture (all as defined above).

Section 2. Sale of the Project. The Issuer is authorized to convey the Project to the Corporation upon satisfaction of the conditions for such sale contained in the Lease and upon receipt by the Issuer of \$1,000 as provided under Section 17.2 of the Lease.

Section 3. Authorization of Bill of Sale. The Issuer is authorized to execute and deliver its Bill of Sale for the Project to the Corporation, upon satisfaction of the conditions set forth in Section 2 above, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 4. Authorization of Special Warranty Deed. The Issuer is authorized to execute and deliver its Special Warranty Deed for the real property portions of the Project to the Corporation,

upon satisfaction of the conditions contained in the Lease and set forth in Section 2 above, and in substantially the same form as the deed before the governing body on this date.

Section 5. Authorization of Termination and Release of Easement Agreement. The Issuer is authorized to execute and deliver a Termination and Release of Easement Agreement (the “Easement Agreement Termination”) by and between the Corporation, the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 above, and in substantially the same form as the Termination and Release of Easement Agreement before the governing body on this date.

Section 6. Authorization of Termination and Release of Assignment of Easements. The Issuer is authorized to execute and deliver a Termination and Release of Assignment of Easements (the “Assignment of Easement Termination”) by and between the Corporation, the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 above, and in substantially the same form as the Termination and Release of Assignment of Easements before the governing body on this date.

Section 7. Authorization of Termination and Release of Lease. The Issuer is authorized to execute and deliver a Termination and Release of Leases (the “Lease Termination”) by and between the Corporation, the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 above, and in substantially the same form as the Termination and Release of Leases before the governing body on this date.

Section 8. Authorization of Satisfaction, Release and Discharge of Indenture. The Issuer is authorized to execute and deliver a Satisfaction, Release and Discharge of Indenture (the “Indenture Release”) by and between the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 above, and in substantially the same form as the Satisfaction, Release and Discharge of Indenture before the governing body on this date.

Section 9. Execution of Documents. The Mayor or Acting Mayor of the Issuer is authorized and directed to execute the Bill of Sale, Special Warranty Deed, Easement Agreement Termination, Assignment of Easements Termination, Lease Termination, and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Acting Mayor approves, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk or any Acting City Clerk of the Issuer is authorized and directed to attest the Mayor’s signature on the documents described in this Section and to attest the Mayor’s signature on other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 9. Delivery of Documents. The Bill of Sale, Special Warranty Deed, Easement Agreement Termination, Easement Assignment Termination, Lease Termination, and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in Section 2 of this Resolution.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are authorized and directed to take such action and execute such other documents, certificates and instruments as are necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the documents authorized herein, all as necessary to carry out and give effect to the transactions contemplated and described by this Resolution and the documents authorized herein.

Section 11. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on April 7, 2015.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Garden City, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Wheatland Electric Cooperative, Inc., a Kansas not-for-profit corporation (the "Grantee"), all of its interest in the following goods and chattels, viz:

All furnishings, machinery, equipment and other personal property financed or refinanced with the proceeds of the City of Garden City, Kansas, (i) Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc. Project); (ii) Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.); (iii) Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.); and (iv) Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.); and constituting the "Improvements" pursuant to the terms of a certain Lease dated as of April 15, 2003, as supplemented and amended by a First Supplemental Lease dated as of July 1, 2005, a Second Supplemental Lease dated as of December 15, 2010 and a Third Supplemental Lease dated as of August 15, 2011, each by and between the Grantor and Grantee (collectively the "Lease").

To have and to hold, all and singular, the said goods and chattels forever. And the Grantor covenants with the Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; and (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has previously leased such property; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of the 15th day of April, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

BE IT REMEMBERED that on this ____ day of April, 2015, before me, a notary public in and for said County and State, came Roy Cessna and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this 15th of April, 2015, by and between the City of Garden City, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Finney County, Kansas (the "Grantor"), and Wheatland Electric Cooperative, Inc., Kansas non-profit corporation (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Finney County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

[Remainder Of Page Intentionally Left Blank]

After Recording Return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Garden City, Kansas, for delivery as of the 15th day of April, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

BE IT REMEMBERED that on this ____ day of April, 2015, before me, a notary public in and for said County and State, came Roy Cessna and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Appointment Expires:

SCHEDULE I

The following described real estate located in Finney County, Kansas, to wit:

A tract of land in the NW ¼ of Section 13, Township 24 South, Range 33 West of the Sixth Principal Meridian, in Finney County, Kansas, further described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 13; thence in an Easterly direction along the North Section line for a distance of 2611.45 feet; thence in a Southerly direction with an interior angle of 89°44'38" for a distance of 450.00 feet; thence in a Westerly direction with an interior angle of 90°08'01" for a distance of 100.00 feet; thence in a Southerly direction with an interior angle of 269°54'48" for a distance of 280.00 feet; thence in a Westerly direction with an interior angle of 90°10'53" for a distance of 951.84 feet; thence in a Southerly direction with an interior angle of 270°01'11" for a distance of 869.50 feet; thence in a Southwesterly direction with an interior angle of 166°40'32" for a distance of 24.20 feet; thence in a Northwesterly direction with an interior angle of 100°19'38" for a distance of 458.59 feet; thence in a Northwesterly direction with an interior angle of 182°00'47" for a distance of 505.35 feet; thence in a Northwesterly direction with an interior angle of 177°12'00" for a distance of 590.06 feet; thence in a Northerly direction with an interior angle of 93°45'00" for a distance of 1550.68 feet to the point of beginning, containing 74 acres, more or less.

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated the 15th day of April, 2015, by and between the City of Garden City, Kansas, a municipal corporation (referred to herein as the "Issuer"); Wheatland Electric Cooperative, Inc., a Kansas not-for-profit corporation (the "Corporation"); and Security Bank of Kansas City, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with an office located in the City of Kansas City, Kansas (hereinafter referred to as the "Trustee"), as successor trustee to Security State Bank, Scott City, Kansas.

WITNESSETH:

WHEREAS, the Issuer previously leased to the Corporation certain real property, together with improvements located thereon, pursuant to a Lease Agreement, dated as of April 1, 2003 (the "2003 Lease"), as supplemented and amended by (i) a First Supplemental Lease Agreement, dated as of July 1, 2005 (the "First Supplemental Lease"), (ii) a Second Supplemental Lease Agreement, dated as of December 15, 2010 (the "Second Supplemental Lease"), and (iii) a Third Supplemental Lease dated as of August 15, 2011 (the "Third Supplemental Lease"), each by and between the Issuer and the Corporation, and, (a) a memorandum of the 2003 Lease was duly recorded with the Register of Deeds of Finney County, Kansas on April 17, 2003 in Book 253, Page 519, (b) a memorandum of the First Supplemental Lease was duly recorded with the Register of Deeds of Finney County, Kansas on July 1, 2005 in Book 268, Page 159, (c) a memorandum of the Second Supplemental Lease was duly recorded with the Register of Deeds of Finney County, Kansas on December 21, 2010 in Book 297, Page 518, and (d) a memorandum of the Third Supplemental Lease was duly recorded with the Register of Deeds of Finney County, Kansas on August 19, 2011 in Book 300, Page 515; and

WHEREAS, the Issuer assigned certain rights in connection with the 2003 Lease, the First Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease (referred to collectively hereafter as the "Lease") to the Trustee pursuant to (i) an Assignment of Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on April 17, 2003 in Book 253, Page 520, (ii) an Assignment of First Supplemental Lease which was

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

duly recorded with the Register of Deeds of Finney County, Kansas on July 1, 2005 in Book 268, Page 160, (iii) an Assignment of Second Supplemental Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on December 21, 2010 in Book 297, Page 519, and (iv) an Assignment of Third Supplemental Lease which was duly recorded with the Register of Deeds of Finney County, Kansas on August 19, 2011 in Book 300, Page 516;and

WHEREAS, the property interests covered by the Lease consist of the property more specifically described in Schedule I attached hereto and incorporated here by this reference; and

WHEREAS, the Issuer previously had Outstanding its (i) Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc. Project) (the "2003 Bonds"), (ii) Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.), (the "2005 Bonds"), (iii) Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) (the "2010 Bonds") and (iv) Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the "2011 Bonds"); and

WHEREAS, the 2003 Bonds were refunded and redeemed on September 1, 2011 with proceeds from the 2011 Bonds and are no longer outstanding; and

WHEREAS, provision has been made for payment in full of the outstanding 2005 Bonds, the 2010 Bonds and the 2011 Bonds (the "Defeased Bonds"), by deposit with the Trustee, irrevocably in trust, of sufficient monies to pay the principal of, interest, and applicable redemption premium, if any, on the Defeased Bonds pursuant to an Escrow Trust Agreement dated as of March 12, 2015 by and among the Issuer, the Corporation and the Trustee; and

WHEREAS, in accordance with the Trust Indenture, dated as of April 1, 2003, as supplemented and amended by (A) a First Supplemental Trust Indenture, dated as of July 1, 2005, (B) a Second Supplemental Trust Indenture, dated as of December 15, 2010 and (C) a Third Supplemental Trust Indenture, dated as of August 15, 2011 (collectively, the "Indenture"), each by and between the Issuer and the Trustee, authorizing and securing the Defeased Bonds, instructions have been given to the Trustee to give notice, as needed, and to call for redemption and redeem and pay the Defeased Bonds on their first available call dates as set forth in the Escrow Trust Agreement; and

WHEREAS, in connection with the foregoing, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is terminated and released.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of April 15, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

BE IT REMEMBERED that on this ____ day of April, 2015, before me, a notary public in and for said County and State, came Roy Cessna and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

WHEATLAND ELECTRIC COOPERATIVE, INC.

By _____
Name: Bruce W. Mueller
Title: General Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of April, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Bruce W. Mueller, General Manager of Wheatland Electric Cooperative, Inc. on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said limited liability corporation in his capacity as such officer.

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

Notary Public

My Appointment Expires:

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

By _____
Shawn T. Hoebener, Vice President

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of April, 2015, before me, a notary public in and for said county and state, came Shawn T. Hoebener, Vice President of Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO LEASE

(A) THE LAND: The following described real property located in Finney County, Kansas:

The following property acquired by the City of Garden City, Kansas (the "Issuer") in connection with issuance by the Issuance of its (i) Water Supply Revenue Bonds (Wheatland Electric Cooperative, Inc.), Series 2003, (ii) Water Supply Revenue Bonds (Wheatland Electric Cooperative, Inc.), Series 2005, (iii) Taxable Water Supply Revenue Bonds, Series 2010 and (iv) Water Supply Refunding Revenue Bonds, Series 2011 (collectively the "Bonds"):

(A) A tract of land in the NW ¼ of Section 13, Township 24 South, Range 33 West of the Sixth Principal Meridian, in Finney County, Kansas, further described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 13; thence in an Easterly direction along the North Section line for a distance of 2611.45 feet; thence in a Southerly direction with an interior angle of 89°44'38" for a distance of 450.00 feet; thence in a Westerly direction with an interior angle of 90°08'01" for a distance of 100.00 feet; thence in a Southerly direction with an interior angle of 269°54'48" for a distance of 280.00 feet; thence in a Westerly direction with an interior angle of 90°10'53" for a distance of 951.84 feet; thence in a Southerly direction with an interior angle of 270°01'11" for a distance of 869.50 feet; thence in a Southwesterly direction with an interior angle of 166°40'32" for a distance of 24.20 feet; thence in a Northwesterly direction with an interior angle of 100°19'38" for a distance of 458.59 feet; thence in a Northwesterly direction with an interior angle of 182°00'47" for a distance of 505.35 feet; thence in a Northwesterly direction with an interior angle of 177°12'00" for a distance of 590.06 feet; thence in a Northerly direction with an interior angle of 93°45'00" for a distance of 1550.68 feet to the point of beginning, containing 74 acres, more or less.

(B) The interests in land described in and consisting of waterline, utility and construction easements assigned by the Corporation to the City pursuant to an Assignment of Easements Agreement, dated as of July 1, 2005 and recorded with the Register of Deeds of Finney County, Kansas on July 1, 2005, contemporaneously with the a Memorandum of First Supplemental Lease, dated as of July 1, 2005.

(C) An easement over and appurtenant to the following described real estate located in Finney County, Kansas, to-wit:

Sections 22, 23 & 24 of T24S R34W
Sections 19, 30 & 31 of T24S R33W
Sections 6, 7, 18, 19, 30 & 31 of T25S R33W
Sections 24, 25, 35 & 36 of T25S R34W
Sections 2, 3 & 4 of T26S R34W

said real property constituting the “Land” as referred to in the Lease.

(D) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed with proceeds of the Bonds, including, but not limited to, the following:

2003 Project

Acquisition of certain land and to purchase, construct and equip a reverse osmosis water treatment plant.

2005 Additions

Construction of improvements and expansion of existing water treatment and supply system, including extension of water supply lines, construction of effluent lines, improvement of water wells and transmission lines located generally on the property interests described in (B) above.

2010 Additions

Construction of improvements and expansion of existing water treatment and supply system, including water supply wells (and water rights associated with same), water supply pipeline, well houses, and related facilities, a chlorination station, and a booster pump, located generally on the property interests described in (C) above.

The property described in paragraphs (A), (B), (C) and (D) of this Exhibit A together constituting the “Project” as referred to in the Lease and the Indenture.

SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE

THIS SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE dated the 15th day of April, 2015, by and between the City of Garden City, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”), and Security Bank of Kansas City, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with an office located in the City of Kansas City, Kansas (hereinafter referred to as the “Trustee”), as successor trustee to Security State Bank, Scott City, Kansas.

WITNESSETH:

WHEREAS, the Issuer previously had outstanding its (i) Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc. Project) (the “2003 Bonds”), (ii) Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.), (the “2005 Bonds”), (iii) Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) (the “2010 Bonds”) and (iv) Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the “2011 Bonds”); and

WHEREAS, the 2003 Bonds, the 2005 Bonds, the 2010 Bonds and the 2011 Bonds (collectively, the “Bonds”) were secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, a Trust Indenture, dated as of April 1, 2003, as supplemented and amended by a First Supplemental Trust Indenture, dated as of July 1, 2005, a Second Supplemental Trust Indenture, dated as of December 15, 2010 and a Third Supplemental Trust Indenture, dated as of August 15, 2011 (collectively, the “Indenture”), each by and between the Issuer and the Trustee; and

WHEREAS, the 2003 Bonds were refunded and redeemed on September 1, 2011 with proceeds from the 2011 Bonds and the 2003 Bonds are no longer outstanding; and

WHEREAS, provision has been made for payment in full of the outstanding 2005 Bonds, the 2010 Bonds and the 2011 Bonds (the “Defeased Bonds”), by deposit with the Trustee, irrevocably in trust, of sufficient monies to pay the principal of, interest, and applicable redemption premium, if any, on the Defeased Bonds pursuant to an Escrow Trust Agreement dated as of March 12, 2014, by and among the Issuer, Wheatland Electric Cooperative, Inc. and the Trustee; and

WHEREAS, in connection events recited above, it is necessary to provide for the release and discharge of the lien of the Indenture upon the Trust Estate (excepting its lien upon such monies as are deposited with Trustee for the purposes of paying the principal of, interest, and applicable redemption premium, on all the Defeased Bonds).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties agree that the special obligations of the Issuer under the terms of the Indenture are deemed satisfied and discharged and the lien of the Trustee upon the Trust Estate is terminated and

released. Accordingly, the covenants and agreements of the Issuer and the Trustee contained in the Indenture are terminated and of no further force or effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of April 15, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

BE IT REMEMBERED that on this ____ day of April, 2015, before me, a notary public in and for said County and State, came Roy Cessna and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas

[seal]

By _____
Shawn T. Hoebener, Vice President

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on this ____ day of April, 2015, before me, a notary public in and for said county and state, came Shawn T. Hoebener, Vice President of Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

TERMINATION AND RELEASE OF ASSIGNMENT OF EASEMENT AGREEMENTS

THIS TERMINATION AND RELEASE OF ASSIGNMENT OF EASEMENT AGREEMENTS dated as of the 15th day of April, 2015, Wheatland Electric Cooperative, Inc., a Kansas not-for-profit corporation (the "Corporation"); and the City of Garden City, Kansas, a municipal corporation (the "Issuer").

WITNESSETH:

WHEREAS, the Issuer previously had outstanding its (i) Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc. Project) (the "2003 Bonds"), (ii) Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.), (the "2005 Bonds"), (iii) Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) (the "2010 Bonds") and (iv) Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the "2011 Bonds") (collectively, the "Bonds"); and

WHEREAS, in connection with the Bonds, the Corporation conveyed to the Issuer certain real property or interests therein, pursuant to a Lease Agreement, dated as of April 15, 2003, as amended and supplemented by a First Supplemental Lease, dated as of July 1, 2005, a Second Supplemental Lease, dated as of December 15, 2010 and a Third Supplemental Lease, dated as of August 15, 2011, (collectively the "Lease") pursuant to which the Issuer has agreed to rent, lease and let unto the Corporation and the Corporation has agreed to rent, lease and hire from the Issuer, the same real estate or interest in real estate and the improvements now or thereafter located thereon and described in the Lease (the "Project"); and

WHEREAS, in connection with the Bonds and the Lease, the Corporation has previously assigned all of its right, title, and interest in and to the easements set forth in Schedule I to this Agreement (the "Easements") in order to make the Easements part of the Project, pursuant to an Assignment of Easements Agreement dated as of July 1, 2005 (the "Assignment") by and between the Corporation, as Assignor and the Issuer, as Assignee and which Assignment was duly recorded with the Register of Deeds of Finney County on July 1, 2005 in Book 268, Page 158; and;

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Andover, Kansas 67226
Telephone: (316) 630-8100

WHEREAS, pursuant to the Lease, the Corporation has exercised its option to purchase the Project financed or refinanced with proceeds of the Bonds and provision has been made for payment in full of the Bonds by deposit with an Escrow Trustee, irrevocably in trust, of sufficient monies to pay the principal of and interest on the Bonds which remain outstanding; and

WHEREAS, concurrently with this Termination and Release of Assignment of Easements, the parties have executed a Termination and Release of Leases, which terminates the Lease; and

WHEREAS, in connection with the events and facts described above, it is necessary to provide for the release and termination of the Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties agree that the Assignment is terminated and released.

IN WITNESS WHEREOF, we have set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of April 15, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED that on this ____ day of April, 2015, before me, a notary public in and for said County and State, came Roy Cessna and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

WHEATLAND ELECTRIC COOPERATIVE, INC.

By _____
Name: Bruce W. Mueller
Title: General Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of April, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Bruce W. Mueller, General Manager of Wheatland Electric Cooperative, Inc. on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said limited liability corporation in his capacity as such officer.

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

Notary Public

My Appointment Expires:

SCHEDULE I

[ATTACH EASEMENT AGREEMENTS ASSIGNED IN 2005]

TERMINATION AND RELEASE OF EASEMENT AGREEMENT

THIS TERMINATION AND RELEASE OF EASEMENT AGREEMENT (“Termination”) is made and entered into as of April 15, 2015, by and between the City of Garden City, Kansas, a municipal corporation (the “Issuer”) and Wheatland Electric Cooperative, Inc., a Kansas not-for-profit corporation (the “Corporation”).

WHEREAS, the Issuer previously had outstanding its (i) Water Supply Revenue Bonds, Series A, 2003 (Wheatland Electric Cooperative, Inc. Project) (the “2003 Bonds”), (ii) Water Supply Revenue Bonds, Series 2005 (Wheatland Electric Cooperative, Inc.), (the “2005 Bonds”), (iii) Taxable Water Supply Revenue Bonds, Series 2010 (Wheatland Electric Cooperative, Inc.) (the “2010 Bonds”) and (iv) Water Supply Refunding Revenue Bonds, Series 2011 (Wheatland Electric Cooperative, Inc.) (the “2011 Bonds”) (collectively, the “Bonds”); and

WHEREAS, in connection with the Bonds and particularly in connection with issuance of the 2010 Bonds, the Corporation granted the Issuer certain nonexclusive easements over and upon the real property described on **Exhibit A** attached hereto (the “Premises”) for the limited purposes described in and pursuant to an Easement and Agreement, dated as of December 15, 2010 (the “Easement”), which Easement was duly recorded with the Register of Deeds of Finney County, Kansas on December 21, 2010 in Book 297, Page 517; and

WHEREAS, the Project (as defined in the Easement) is located on portions of the Premises depicted on **Exhibit B** attached hereto; and

WHEREAS, pursuant to a Second Supplemental Lease Agreement, dated as of December 15, 2010, which supplements and amends a Lease Agreement, dated as of April 15, 2003, as supplemented and amended by a First Supplemental Lease, dated as of July 1, 2005 and later by a Third Supplemental Lease dated as of August 15, 2011 (collectively, the “Lease”), all by and between the Issuer and the Corporation, the Corporation has exercised its option to purchase the Project financed with the proceeds of the Bonds; and

WHEREAS, the Easement provides that when the Bonds have been paid in full, the easement granted thereby will expire and be of no further force and effect at such time as the Lease between the City and the Corporation is terminated in accordance with its terms; and

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

WHEREAS, pursuant to the Lease, the Corporation has exercised its option to purchase the Project financed or refinanced with proceeds of the Bonds and provision has been made for payment in full of the Bonds by deposit with an Escrow Trustee, irrevocably in trust, of sufficient monies to pay the principal of and interest on the Bonds which remain outstanding; and

WHEREAS, concurrently with this Termination the parties have executed a Termination and Release of Leases which terminates the Lease; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Easement, and all rights granted thereunder, are hereby terminated and released in all respects, and that Easement is null, void and no longer of any further force or effect.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of April 15, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

BE IT REMEMBERED that on this ____ day of April, 2015, before me, a notary public in and for said County and State, came Roy Cessna and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

WHEATLAND ELECTRIC COOPERATIVE, INC.

By _____
Name: Bruce W. Mueller
Title: General Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of April, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Bruce W. Mueller, General Manager of Wheatland Electric Cooperative, Inc. on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said limited liability corporation in his capacity as such officer.

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

Notary Public

My Appointment Expires:

EXHIBIT A

The following described real estate located in Finney County, Kansas, to wit:

Sections 22, 23 & 24 of T24S R34W

Sections 19, 30 & 31 of T24S R33W

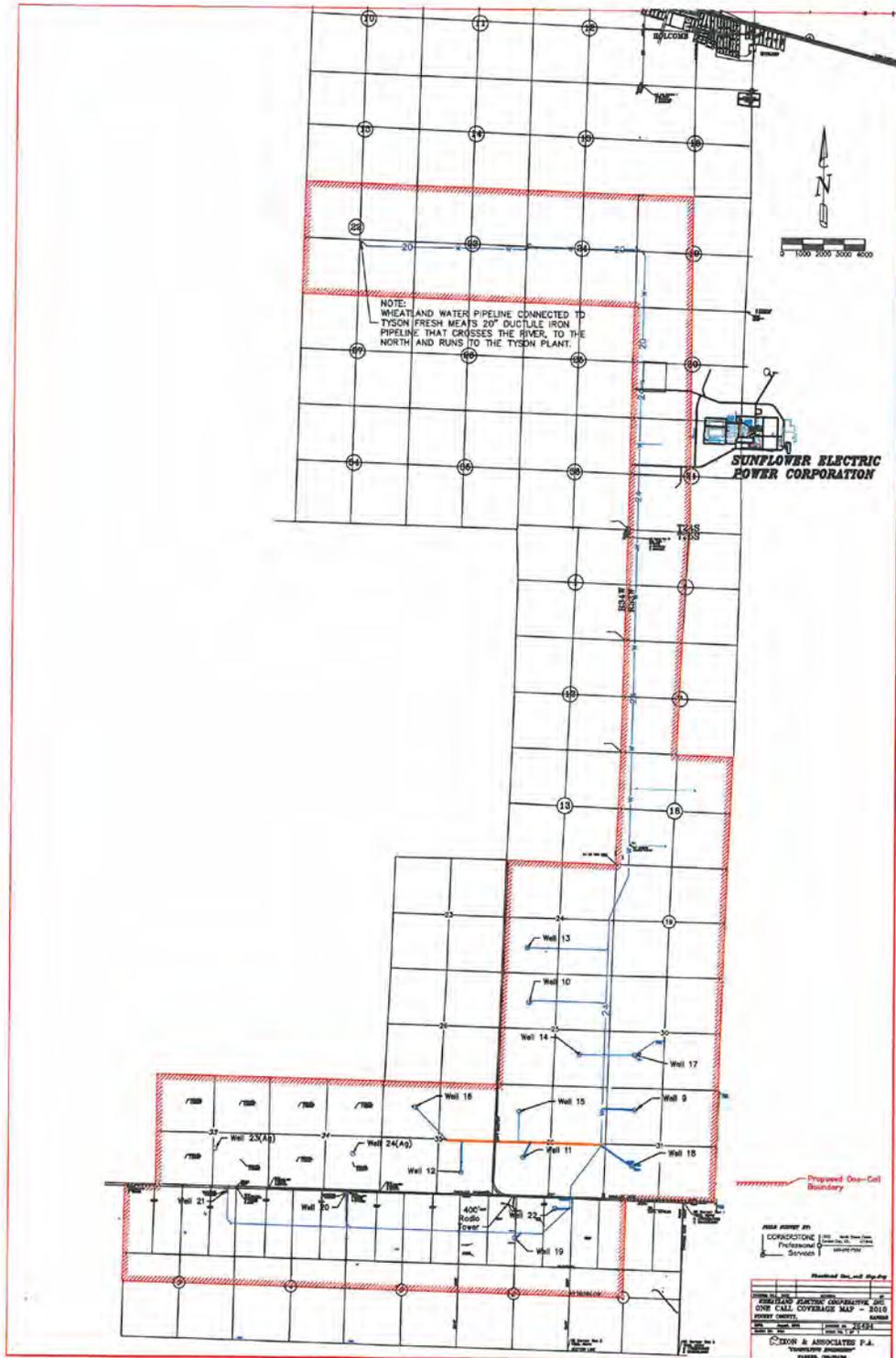
Sections 6, 7, 18, 19, 30 & 31 of T25S R33W

Sections 24, 25, 35 & 36 of T25S R34W

Sections 2, 3 & 4 of T26S R34W

EXHIBIT B

MAP OF IMPROVEMENTS



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:

*2001 Mohawk Drive- Inoperable and/or unregistered vehicle-Beige & Brown GMC Pickup
1209 N. Ninth Street- Inoperable and/or unregistered vehicle- Grey 2 door car*

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 7th day of April, 2015.

Roy Cessna, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2001 Mowhawk Drive



1209 N. Ninth Street





To: City Commission
Date: March 31, 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 and Fire Department equipment.

Background:

The Police Department awarded a bid to Kansas Highway Patrol Partners for 6 vehicle's totaling \$181,385.90 at the March 17, 2015 Commission meeting. The Fire Department awarded a bid to Burtis Motors for 2 vehicle's totaling \$52,358 at the February 3, 2015 commission meeting.

Clayton Holdings, LLC provided an interest rate of 2.08% on the master lease document which is lower than the previous financing we did in January, 2015.

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

CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000127-007

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the 23rd day of March, 2015 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (herein called the "Lessor"), and **The City of Garden City, Kansas** with its principal address at 301 North 8th Street, Garden City, Kansas 67846 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Exhibit A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").
4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Exhibit C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL

PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Exhibit C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

- 5. AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
- 6. LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.
- 7. APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
- 8. NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal

period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.

- 9. EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.**

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

- 10. TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other

instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.

11. **PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date,

Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

- 18. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 19. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
- 20. REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 21. EARLY PURCHASE OPTION:** In the event, Lessee desires to prepay the Lease, Lessee may do so in whole, but not in part at par. Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. ASSIGNMENT: Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

- 23. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
- 24. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
- 25. AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.
- 26. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing.
- 27. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 28. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of Kansas.

29. FURTHER ASSURANCES: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

30. ENTIRE AGREEMENT: This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

31. SEVERABILITY: Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

32. WAIVER: The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

33. CERTIFICATION AS TO ARBITRAGE: Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
- (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

34. ELECTRONIC TRANSACTIONS: The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S)) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

LESSOR: Clayton Holdings, LLC	LESSEE: The City of Garden City, Kansas
DATE:	DATE: 04/07/15
BY: (PRINTED NAME AND TITLE)	BY: Roy Cessna, Mayor
Authorized Signature and Title:	Authorized Signature and Title:
X	X <i>Mayor</i>

EXHIBIT A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-007

Description of Equipment

DESCRIPTION OF LEASED EQUIPMENT (Make, Kind, Model Number, Serial Number, Any other pertinent identification)	
Two (2) 2016 Ford Police Interceptor 4x4 Utility Vehicles (VINS:) Two (2) 2015 Chevrolet Tahoe 4x4 in Black (VINS:) One (1) 2015 Chevrolet Tahoe 4x4 in Silver Ice Metallic (VIN:) One (1) 2015 Chevrolet Tahoe 4x4 in Tungsten (VIN:) Two (2) Ford One-Ton Trucks for use by Fire Department (VINS:)	\$233,743.90
TOTAL:	\$233,743.90

Location of Equipment

Street Address: 301 North 8th Street
 City: Garden City
 State: Kansas

Zip Code: 67846

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

LESSEE: The City of Garden City, Kansas

BY: Roy Cessna, Mayor

X

DATE:

EXHIBIT B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-007

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement No. 5000127-007 between the undersigned **The City of Garden City, Kansas** ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated March 23, 2015 ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment _____
4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

LESSEE: **The City of Garden City, Kansas**

WITNESS:

X

BY: Roy Cessna, Mayor

X 04/07/15

DATE:

Federal Tax ID #: 48-6009982

EXHIBIT C

Lessee: The City of Garden City, Kansas
Lessor: Clayton Holdings, LLC
Lease Number: 5000127-007
Lease Term in Months: Twenty-Six (26)
Rental Periods: Three (3) Annual Payments, In Arrears
First Payment Date: 6/1/2015
Capital Cost of
Equipment: \$233,743.90

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
6/1/2015	79,749.16	661.75	79,087.41	154,656.49
6/1/2016	79,749.16	3,216.85	76,532.31	78,124.18
6/1/2017	<u>79,749.16</u>	<u>1,624.98</u>	<u>78,124.18</u>	0.00
TOTALS:	\$239,247.48	\$5,503.58	\$233,743.90	

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

LESSEE: The City of Garden City, Kansas

SIGNED BY: _____

PRINTED NAME,
TITLE AND DATE: Roy Cessna, Mayor Date: 04/07/15

D|G
DOERING & GRISELL, P.A.

ATTORNEYS AT LAW
124 GRANT AVENUE
GARDEN CITY, KANSAS 67846
TEL: (620) 275-8084
FAX: (620) 275-5076

Michael C. Doering
Randall D. Grisell
Jacob M. Cunningham

miked@gcnet.com
randyg@gcnet.com
jacobc@gcnet.com

EXHIBIT D

TO

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-007

OPINION OF COUNSEL

April 7, 2015

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000127-007, dated March 23, 2015 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and The City of Garden City, Kansas ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

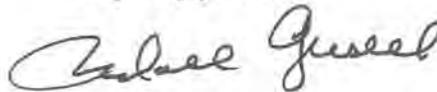
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **The City of Garden City, Kansas**, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Randall D. Grisell".

Randall D. Grisell
City Attorney
City of Garden City, Kansas

RESOLUTION NO. _____ -2015

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-007) FOR POLICE AND FIRE 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 April 7, 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>
Mayor _____	Roy Cessna _____	_____

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 7th day of April 2015.

Lessee: The City of Garden City, Kansas

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, CITY CLERK

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000127-007

ESSENTIAL USE/SOURCE OF FUNDS LETTER

March 23, 2015

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000127-007, dated March 23, 2015 (the "Lease"),
between Clayton Holdings, LLC ("Lessor") and The City of Garden City, Kansas ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

Police Department patrol operations

Fire Department operations

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is 5 years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is General fund.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

City tax appropriations

Very truly yours,

LESSEE: The City of Garden City, Kansas

BY: Roy Cessna, Mayor

X

DATE:

04/07/15

Proof of Insurance

Insurance Agent Name: _____
Agency Name: _____
Address: _____
Phone Number: _____
E-Mail: _____

See attached

Ladies and Gentlemen:

Please add Clayton Holdings, LLC, as both sole loss payee under property insurance covering the equipment listed on attached Exhibit A and additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314.746.3744

Please note that Clayton Holdings, LLC requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: The City of Garden City, Kansas

By: _____

Printed Name and Title: Roy Cessna, Mayor



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BO

DATE (MM/DD/YYYY)

03/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rutter/Cline/Assoc, a KFSa co. Box 993, 312 N. 8th Garden City, KS 67846-0993 Belinda Berry		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: CITYO-1	
INSURED City of Garden City P.O. Box 499 Garden City, KS 67846		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		403M4559	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (PER ACCIDENT) \$ _____ \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder named as loss payee and additional insured re:
2015 Ford F350 Truck, VIN#1FTRF3B64FED18191, CN \$36,580
2015 Ford F350 Truck, VIN#1FTRF3B66FED18192, CN \$36,580
\$1000 DEDUCTIBLE COMPREHENSIVE \$5000 DEDUCTIBLE COLLISION

CERTIFICATE HOLDER**CANCELLATION**

CLAY-ST

Clayton Holdings LLC
P O BOX 11309
St Louis, MO 63105

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Belinda Berry

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DISBURSEMENT LETTER

To: Clayton Holdings LLC
8000 Forsyth Boulevard, Suite 510
Saint Louis, MO 63105

RE: Lease Number 5000127-007

Date: April 13, 2015

Ladies and Gentlemen,

Please disburse the proceeds of the above lease via wire as follows:

Commerce Bank Escrow Account	\$233,743.90
------------------------------	--------------

TOTAL DISBURSEMENT:	\$233,743.90
---------------------	--------------

Sincerely,

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Printed Name and Title: Roy Cessna, Mayor

KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Master Lease # 5000127-007

This Addendum to the State & Municipal Lease/Purchase Agreement dated March 23, 2015 (the "Lease"), between **Clayton Holdings, LLC**, as Lessor, and **The City of Garden City, Kansas** as Lessee, is hereby incorporated in and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them in the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, Insurance proceeds (including self- insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$233,743.90.
- (b) The annual average effective interest cost of the Lease is 2.080% per annum.
- (c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

Dated: March 23, 2015

Lessor: **Clayton Holdings, LLC**

By: _____

Printed Name: _____

Lessee: **The City of Garden City, Kansas**

By: _____

Printed Name and Title: Roy Cessna, Mayor

8038-G QUESTIONNAIRE

Name of Lessee: The City of Garden City, Kansas
 Address of Lessee: 301 North 8th Street, Garden City, KS 67846
 Contact Person: Melinda Hitz
 Telephone Number: 620.276.1100
 Email Address: mhitz@garden-city.org
 Lessee's FEIN: 48-6009982

GENERAL

In September 2011, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

- Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. Yes No
- Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? Yes No

Part 2 – Reimbursement of Prior Expenditures

- As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease?
Yes No

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

- Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
- What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: Roy Cessna

TITLE: Mayor

DATE: 04/07/15

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name The City of Garden City, Kansas		2 Issuer's employer identification number (EIN) 48-6009982	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
301 North 8th Street		3	
6 City, town, or post office, state, and ZIP code Garden City, KS 67846		7 Date of issue 4/13/2015	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Melinda Hitz, Finance Director		10b Telephone number of officer or other employee shown on 10a 620.276.1100	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education			
12 Health and hospital			
13 Transportation			
14 Public safety		\$233,743.	90
15 Environment (including sewage bonds)			
16 Housing			
17 Utilities			
18 Other. Describe ►			
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2017	\$ 233,743.90	NA	2 years	2.0800 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest			
23 Issue price of entire issue (enter amount from line 21, column (b))			
24 Proceeds used for bond issuance costs (including underwriters' discount)			
25 Proceeds used for credit enhancement			
26 Proceeds allocated to reasonably required reserve or replacement fund			
27 Proceeds used to currently refund prior issues			
28 Proceeds used to advance refund prior issues			
29 Total (add lines 24 through 28)			
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative	04/07/15 Date	▶ Roy Cessna, Mayor Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	William Mulder				P01696981
	Firm's name ▶ William Mulder	Firm's EIN ▶			
Firm's address ▶ 8000 Forsyth Boulevard, Suite 510, Saint Louis, MO 63105	Phone no.		314.746.3787		

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of March 23, 2015, and entered into among **CLAYTON HOLDINGS, LLC** (together with its successors and assigns, "Lessor"), **THE CITY OF GARDEN CITY, KANSAS**, a municipal corporation and political subdivision existing under the laws of Kansas ("Lessee"), and **COMMERCE BANK**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "Garden City Sch 007"

Amount of Deposit into the Acquisition Fund: \$233,743.90

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement dated as of March 23, 2015, (the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided

that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent

under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement. No fee is due at this time.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

CLAYTON HOLDINGS, LLC
LESSOR

By: _____

Title: _____

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Title: Roy Cessna, Mayor

COMMERCE BANK
ESCROW AGENT

By: _____

Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, Lessor
COMMERCE BANK, Escrow Agent
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

Re: Garden City Sch 007 Acquisition Fund established by the Escrow Agreement, dated as of March 23, 2015 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), The City of Garden City, Kansas ("Lessee") and Commerce Bank, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of March 23, 2015 (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

Dated: _____, 20____

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Title: Mayor _____

APPROVED:

CLAYTON HOLDINGS, LLC
LESSOR

By: _____

Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

THE CITY OF GARDEN CITY, KANSAS
LESSEE

By: _____

Title: Mayor

Old Business



Memo

To: City Commission
 From: Kaleb Kentner, Director of Community Development
 CC: File
 Date: 03/15/2015
 Re: Amendment to the Development Agreement for the Clarion Park Estates RHID

COMMUNITY
 DEVELOPMENT
 DEPARTMENT
 SERVING
 GARDEN CITY
 HOLCOMB

AND
 FINNEY COUNTY
 620-276-1170

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

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

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

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

ISSUE: An amendment to the Development Agreement that is part of the Development Plan for the Clarion Park Estates RHID.

BACKGROUND: In September of 2014, the Rural Housing Incentive District (RHID) for Clarion Park Estates was established. This development is located at the corner of Spruce Street and Jennie Barker Road, and consists of thirty five (35) single family and sixteen (16) duplex lots. There have been changes to this project since the signing of the original development agreement. The developer and the City have come to an agreement to bury the overhead electric lines. The burial of these lines will be a shared cost between the City and the Developer, with one hundred and twenty five thousand (\$125,000.00) dollars to be paid by the Developer. The City has plans to bury the electrical line along Jennie Barker from Spruce Street to Schulman Avenue. The Cities portion of this fee will be \$151,739.00. The changes to the development agreement are shown below, highlighted in yellow. In addition to these changes, the Developer will be adding these costs to their total infrastructure eligible costs. This will bring their total eligible costs from \$2,687,091.70 to \$2,812,091.70. There will be no other changes to the remainder of the original development agreement.

The overhead electric distribution lines that exist within the eastern 20' public utility easement that runs from the north end of the property to the south along Jennie Barker Road shall be buried. The cost of burial of the electrical distribution mains will be a shared cost between the City and Developer, with the amount of \$125,000.00 to be paid by the Developer within two (2) years after the first issuance of a Certificate of Occupancy.

Solid Waste: Collection for the entire subdivision of Clarion Park Estates shall be with individual poly carts. Residents shall be responsible for requesting service.

ALTERNATIVES: The Governing Body may:

1. Approve the amended Development Agreement as presented,
2. Approve the amended Development Agreement with additional further changes,
3. Deny the requested amendment.

RECOMMENDATION: Staff recommends alternative 1, approving the amendment as presented.

FISCAL NOTE: The estimated cost to the City to bury the electrical distribution line on the west of Jennie Barker Road from Spruce Street to Schulman Avenue will be \$151,739.00.

**AMENDED DEVELOPMENT PLAN
FOR CLARION PARK ESTATES RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
April, 2015**

INTRODUCTION

On August 24, 2013 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution No. 2541-2013 that found and determined that:

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

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

Following the adoption of Resolution No. 2541-2013, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On October 1, 2013, the Secretary of Commerce provided written confirmation, approving the establishment of the Clarion Park Estates Rural Housing Incentive District (the District) (Resolution 2541-2013, exhibits A-1 and A-2).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

1. The legal description of Clarion Park Estates Rural Housing Incentive District is:

A tract of land in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: commencing at the East Quarter corner of Section 16, Township 24 South, Range 32 West, thence at an assumed bearing of North 0°00'00" East along the East section line of Section 16 for a

distance of 30.00 feet to the point of beginning; thence at a bearing of North 89°50'32" West for a distance of 300.00 feet; thence along the East line of USD 457 property at a bearing of North 0°01'28" East for a distance of 630 feet; thence at a bearing of South 89°50'32" East for a distance of 299.72 feet; thence South along the East line of Section 16 at a bearing of South 0°00'00" West for a distance of 630.00 feet to the point of beginning.

EXCEPT Tracts deeded to the City of Garden City, Kansas by Deed filed in Book 273, page 166, described as follows:

The Easterly 35 feet of the Northerly 333.88 feet of the Southerly 659.65 feet of the Northeast Quarter (NE/4) of Section 16, Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County Kansas; and

The Easterly 40 feet of the Northerly 261.00 feet of the Southerly 325.77 feet of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., and

The Easterly 75 feet of the Southerly 64.77 feet of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas.

AND

A tract of land located in Section Sixteen(16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, more particularly described as follows:

Beginning at the East Quarter Corner of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas, thence North along the East Section Line of said Section Sixteen (16), a distance of 660 feet; thence West to the West right of way line of Jennie Barker Road 30.00 feet, said point also being the true point of beginning; thence North 660 feet; thence West 660 feet; thence South 660 feet; thence East 660 feet to the true point of beginning. Except all water rights and rights to appropriate water.

And EXCEPT the Easterly Five (5) Feet deeded to the City of Garden City, Kansas by Deed filed in Book 273, Page 167.

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

2. The assessed valuation of all real estate within the District for 2013 is \$800.00.
3. The name and address of the owner(s) of record for the real estate within the District is:

Stone Development, Inc.
2125 Buffalo Heights

Garden City, KS 67846

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

Housing Facilities

There will be thirty six (36) single family homes and sixteen (16) duplexes. The single family homes and duplexes will have garages. The single family homes and duplexes will have cable and washer and dryer hookups.

Public Facilities

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

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

Owner(s) of Real Property:	Stone Development Inc.
Developer: (Site Work and Infrastructure)	Samy's Development, LLC

1. The Governing Body of the City entered into a Development Agreement with Samy's Development, LLC, on September 18, 2014. The Development Agreement, as supplemented and amended on April 7, 2015, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.
2. The City conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. the analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN – EXHIBIT A
MAP OF CLARION PARK ESTATES
RURAL HOUSING INCENTIVE DISTRICT



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

Cost of Infrastructure Improvements	
\$	2,812,091.70

	Current Value	Property Class	Mill Levy	Annual Tax
Estimate	\$ 580.00	30.0%	0.14872	\$ 25.88
Estimate	\$ 220.00	25.0%	0.14872	\$ 8.18
			Total	\$ 34.06

Lot Details	Land + Building	Property Class	Mill Levy	Post Improvement Tax	Increment	Number of Lot	Total Value
Single Family Homes	\$ 179,900.00	11.5%	0.14872	\$ 3,076.71	\$ 3,042.66	18	\$ 54,767.79
Single Family Homes	\$ 189,900.00	11.5%	0.14872	\$ 3,247.73	\$ 3,213.68	16	\$ 51,418.85
Single Family Homes	\$ 199,900.00	11.5%	0.14872	\$ 3,418.76	\$ 3,384.70	2	\$ 6,769.40
Duplexes	\$ 210,000.00	11.5%	0.14872	\$ 3,591.59	\$ 3,557.53	16	\$ 56,920.51

15 year Estimate for Build Out Over Time							
	Estimated Value	Property Class	Mill Levy	Est. Property Tax	Annual Increment	Increment Years	Total Rebate
Install Infrastructure	\$ -			\$ -		15	\$ -
16 Duplexes, 8 SFH @ 179,99	\$ 4,799,200.00	11.5%	0.14872	\$ 82,079.76	\$ 82,045.70	14	\$ 1,148,639.83
10 SFH @ 179,99, 16 SFH @ 189,900, 2 SFH @ 199,9000	\$ 5,237,200.00	11.5%	0.14872	\$ 89,570.78	\$ 89,536.73	13	\$ 1,163,977.47
						Total	\$ 2,312,617.29

If the single family homes are appraised at \$179,900, \$189,900, and \$199,900 and the duplexes are appraised at \$210,000.00, and the project is built out over approximately three years, the increment tax for 15 years would total approximately \$2,312,607.29. This does not exceed the amount of estimate eligible expenses.

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

**Amended Development Agreement
CLARION PARK ESTATES**

THIS AMENDED DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 18th day of September, 2014, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and Samy’s Development, LLC (hereinafter “Developer”).

RECITALS

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a residential development to be known as “Clarion Park Estates” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on **Exhibit A**, further described as Clarion Park Estates, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, City has adopted regulations concerning development within its corporate limits, consisting of Development Policy, Zoning and Subdivision Regulations, Floodplain Regulations and any amendments thereto adopted and in place upon approval of this Agreement.
- D. WHEREAS**, Developer desires to develop the Property by construction of single family homes and duplexes and all related internal infrastructure improvements, all as more fully described herein; and,
- E. WHEREAS**, City has established and recognizes the zoning as follows:
 - 1. Single Family (R-1) – Lots 1-10, Block 1; Lots 1-12, Block 2; Lots 1-8, Block 3; Lots 1-7, Block 4; Clarion Park Estates, Ordinance No. 2657-2014.
 - 2. Multiple Family (R-3) – Lots 1-8, Block 5; Lots 1-8, Block 6; Clarion Park Estates, Ordinance No. 2658-2014.
- F. WHEREAS**, City has approved a Preliminary Plat for Clarion Park Estates. The Preliminary Plat, which includes the entire Property, illustrates the design, uses and densities that should be allowed to develop the Property.
- G. WHEREAS**, City has also approved a Final Plat for **Clarion Park Estates** (“Final Plat”), a copy of which Final Plat is attached as **Exhibit C**.
- H. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Finney County, Kansas; and,
- I. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

City—means the City of Garden City, Kansas

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

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

Developer—means Samy's Development, LLC or permitted successors or assigns in interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 PRELIMINARY RESOLUTION. Governing Body has heretofore adopted Resolution No. 2541-2013 on August 20, 2013, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 DEPARTMENT OF COMMERCE FINDING. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On October 1, 2013, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

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

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 DEVELOPMENT PROJECT CONSTRUCTION SCHEDULE. Developer shall commence construction of the Development Project and Internal Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

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

3.2.1 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall

require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

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

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

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

3.4.2 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.9** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services. Public bidding will not be required for the improvements directly undertaken by the Developer; however, all plans for public improvements shall require approval of City staff and comply with City inspection and testing requirements.

3.4.3 REIMBURSEMENT/COST PAYMENT PROCESS. All requests for reimbursement or payment of Project Costs from the City Project Fund shall be made in a Certificate of Project Costs in substantially the form attached hereto as *Exhibit F*, which Certificate shall be signed by the Developer

Representative. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by the City to confirm that such costs were incurred, and are Project Costs which, together with previous requests for payments, do not exceed the budgeted amount for the applicable work as shown on the Project Budget. The Developer may submit electronic documentation, provided that original documents are also delivered to the City by mail or delivery. Certificates of Project Costs may be submitted not more frequently than once per month and payment of Project Costs shall occur once per month.

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

The City shall have seven (7) business days after receipt of a Certificate of Project Costs and all other documentation referred to above to review and respond by written notice to the Developer indicating acceptance of the Certificate, disapproval of the Certificate, or documenting any deficiency in such Certificate. If the submitted Certificate and supporting documentation are acceptable the City shall approve the Certificate and make, or cause to be made, direct payment of invoices or reimbursement or Project Costs paid by Developer from the Project Fund. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Project Costs, the Developer shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to the City. City shall notify Developer within five (5) business days of the receipt of Developer's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the City shall reimburse the Developer for any approved Project Costs described in such Certificate, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

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

3.4.4 CERTIFICATION OF SUBSTANTIAL COMPLETION. Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements and/or Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it

deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Internal Infrastructure Improvements, Developer will dedicate to City, and City will accept, title to the Public Improvements designated on **Exhibit D**. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward, and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in city. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance of operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 FINANCING OF PUBLIC IMPROVEMENTS. All costs of the Internal Infrastructure Improvements shall be paid in cash or financed by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250 (b)(2)(A). These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2014 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

4.2 CREATION OF PROJECT FUND. The City shall establish and maintain a separate fund and account known as the Clarion Park Estates Fund (the Project Fund). All RHID Revenue collected by the City shall be deposited in the Project Fund.

All disbursements from the Project Fund shall be made only to pay Project Costs allowed under the RHID program. The City shall have sole control of the disbursements from the Project Fund.

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

ARTICLE V

GENERAL PROVISIONS

5.1 DEVELOPMENT RIGHTS. Developer and City acknowledge and agree that upon recordation of the Final Plat, City shall not, unless requested by Developer, rescind or modify the approved Zoning during the term of this Agreement.

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

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

5.4 SUCCESSORS AND ASSIGNS.

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the

Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

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

5.6 FORCE MAJEURE. Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

- a. In the case of Developer, to:
Samy's Development, LLC

2125 Buffalo Heights
Garden City, KS 67846

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

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

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

5.9 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

- a. Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:
 - (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
 - (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to

accomplish the above required limits, an umbrella excess liability policy may be used); and

(iii.) Workers Compensation insurance, with statutorily required coverage.

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

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

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

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

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

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

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

5.16 LEGAL ACTIONS. If a third party brings an action against city, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this

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

5.17 RELEASE AND INDEMNIFICATION. The indemnifications and covenants contained in this **Section 5.16** shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of **subsection 5.16.7** of this Agreement.

- a. Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.
- b. Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.
- c. City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.
- d. All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of

City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

- e. No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.
- f. Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by city following termination of this Agreement as Development Project or portion thereof.

5.18 COST OF THE LEGAL FEES. Upon execution of this Agreement, Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Housing Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

5.19 RECORDATION/AGREEMENT TO RUN WITH THE LAND AND EFFECT. A Notice of this Agreement shall be recorded with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. **This Agreement shall constitute covenants that run with the land and are binding on successors in interest.** This Agreement is too voluminous and/or not in an appropriate form for recording, shall be available for review and inspection during normal business hours at:

City of Garden City, Kansas
Planning & Community Development Department
301 N. 8th Street

**P.O. Box 998
Garden City, Kansas 67846**

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 REPRESENTATIONS OF CITY. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

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

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

CITY OF GARDEN CITY, KANSAS

By: _____
Roy Cessna, Mayor

Dated: April ____, 2015

ATTEST: (SEAL)

Celyn N. Hurtado, City Clerk

Samy's Development, LLC

By: _____
Amro Samy

Dated: April ____, 2015

NOTICE OF AGREEMENT

Public notice is hereby given that the City of Garden City, Kansas, a municipal corporation, has entered into a certain Development Agreement dated _____, with Samy’s Development, LLC., therein described as “Developer”, covering and upon certain Property described as: **Clarion Park Estates** according to the recorded plat thereof.

Said Development Agreement shall exist for a term of **Five (5) years**, subject to provisions therein contained with respect to extension of such agreement, and provides for the development of and provision for infrastructure improvement to such Property, in addition to various other covenants, terms and conditions.

A copy of said Development Agreement, together with exhibits attached thereto, is and will remain permanently on file in the offices of the City Clerk, and the Planning & Community Development Department, of the City of Garden City, and shall there be available for inspection and copying during normal business hours.

Executed by authority of the Board of City Commissioners of the City of Garden City, Kansas, this ____ day of _____, 2015.

GARDEN CITY, KANSAS

By: _____
Roy Cessna, MAYOR

ATTEST:

Celyn Hurtado, CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

This instrument was acknowledged before me on this ____ day of _____, 2015 by Roy Cessna, MAYOR and Celyn Hurtado, CITY CLERK of the City of Garden City, Kansas, a Kansas municipal corporation.

Notary Public

My Appointment Expires:

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for CLARION PARK ESTATES Project
Exhibit C	CLARION PARK ESTATES Site Development Plan
Exhibit D	Infrastructure Improvements
Exhibit E	Eligible costs for CLARION PARK ESTATES Project
Exhibit F	Certification of Project Costs Form
Exhibit G	Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: commencing at the East Quarter corner of Section 16, Township 24 South, Range 32 West, thence at an assumed bearing of North 0°00'00" East along the East section line of Section 16 for a distance of 30.00 feet to the point of beginning; thence at a bearing of North 89°50'32" West for a distance of 300.00 feet; thence along the East line of USD 457 property at a bearing of North 0°01'28" East for a distance of 630 feet; thence at a bearing of South 89°50'32" East for a distance of 299.72 feet; thence South along the East line of Section 16 at a bearing of South 0°00'00" West for a distance of 630.00 feet to the point of beginning.

EXCEPT Tracts deeded to the City of Garden City, Kansas by Deed filed in Book 273, page 166, described as follows:

The Easterly 35 feet of the Northerly 333.88 feet of the Southerly 659.65 feet of the Northeast Quarter (NE/4) of Section 16, Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County Kansas; and

The Easterly 40 feet of the Northerly 261.00 feet of the Southerly 325.77 feet of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., and

The Easterly 75 feet of the Southerly 64.77 feet of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas.

AND,

A tract of land located in Section Sixteen(16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, more particularly described as follows: Beginning at the East Quarter Corner of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas, thence North along the East Section Line of said Section Sixteen (16), a distance of 660 feet; thence West to the West right of way line of Jennie Barker Road 30.00 feet, said point also being the true point of beginning; thence North 660 feet; thence West 660 feet; thence South 660 feet; thence East 660 feet to the true point of beginning. Except all water rights and rights to appropriate water.

And EXCEPT the Easterly Five (5) Feet deeded to the City of Garden City, Kansas by Deed filed in Book 273, Page 167.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR CLARION PARK ESTATES



Exhibit D Infrastructure Improvements

Infrastructure Improvements. All infrastructure improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of infrastructure improvements shall not commence until the plans and specifications have been approved by the City Engineer. All infrastructure improvements shall be constructed prior to the issuance of a Certificate of Occupancy on any lot in **Clarion Park Estates**. Below are additional descriptions of the infrastructure improvements to be the responsibility of Developer.

Sanitary Sewer: Eight (8) inch sewer mains with service lines to property line(s) pursuant to the on-site Infrastructure Improvement Plan, as approved by the City Engineer and the Director of Public Utilities. Construction plans and specifications shall meet the requirements of the City Engineer and the Director of Public Utilities and KDHE.

Water Distribution: Eight (8) mains with service lines to property line(s), including looping, as approved by the City Engineer and the Director of Public Utilities. Eight (8) inch water lines, unless the City Water Master Plan or Water System Model indicates requirement for larger, shall be constructed to service the subdivision. Construction plans and specifications shall meet the requirements of the City Engineer and the Director of Public Utilities, and KDHE.

Streets: Design standards subject to provisions of the Subdivision Regulations and the 2006 General Surface Improvements Handbook. Street and storm sewer construction plans and specifications shall meet the requirements of the Director of Public Works. Sidewalks shall be required on all interior streets as a condition of building permits, and shall meet the requirements of the 2006 General Surface Improvements Handbook. Warrior Street, Amy Street, and Clarion Circle shall be thirty-one (31') feet wide measured from back of curb to back of curb paved with either 7" concrete or 6" asphalt constructed on a 6" AB-2 base. The bulb in Clarion Circle shall be paved with 7" concrete.

The initial installation of traffic control and street name signs shall be at Developer's expense. Should the Developer desire non-standard street name signing or posts, replacement of damaged or stolen signage shall be at the expense of the Developer or homeowner's association, if any.

Storm Water Drainage and Erosion Control: Storm water drainage plans, an erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City Engineer. Developer shall submit a Notice of Intent (NOI) for storm water discharge associated with construction activity to KDHE and provide a copy to the City Stormwater Coordinator.

- Erosion and Sediment Control Guidelines and Specifications per Sections 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
- Post Construction Stormwater Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*

Electrical Distribution Infrastructure Improvements. City policy provides for the installation of all electrical distribution infrastructure improvements where there exists single phase and secondary underground or overhead distribution facilities.

“On-site” refers to facilities directly associated with service to the development or building and/or facilities physically located on the development or building site. These costs may include the relocation or iteration of existing electric facilities necessitated by the project. The cost will be the total expense of material, labor, equipment, city subcontracted work associated with the project, as well as any required engineering/administration costs, all based upon standard estimating procedures established by the electric utility.

The overhead electric distribution lines that exist within the eastern 20’ public utility easement that runs from the north end of the property to the south along Jennie Barker Road shall be buried. The cost of burial of the electrical distribution mains will be a shared cost between the City and Developer, with the amount of \$125,000.00 to be paid by the Developer within two (2) years after the first issuance of a Certificate of Occupancy.

Solid Waste: Collection for the entire subdivision of Clarion Park Estates shall be with individual poly carts. Residents shall be responsible for requesting service.

Parks & Open Space: Cash-in-lieu of land dedication of two hundred dollars (\$200.00) per lot or ten thousand four hundred dollars (\$10,400.00) shall be paid by the Developer upon filing of the plat.

Fencing: There shall be no obstructive fencing blocking access to and within the twenty (20) foot easements on lots 1-8 of both blocks 5 and 6 as to allow service vehicles to access the rear yard utilities.

Other: Developer shall be responsible for the cost of installation of gas lines, cable services and telephone lines, in accordance with utility company installation policy and City Code of Ordinances of a size adequate to service the Approved Preliminary Plat as determined by the utility company and City.

EXHIBIT E
ELIGIBLE COSTS FOR
CLARION PARK ESTATES PROJECT

Clarion Park Estates Site Work Estimates:

Paving	\$378,340.00
Excavation	\$29,200.00
Erosion and Sediment Control	\$3,000.00
Traffic Control	\$2,500.00
Construction Staking	\$5,480.00
Sidewalks	\$120,480.00
Alley Surfacing	\$15,000.00
Water	\$112,500.00
Sanitary Sewer	\$198,000.00
Site Improvements/Detention Pond	\$205,000.00
Electric	\$366,500.00
Landscaping	\$375,000.00
Monuments	\$30,000.00
Fencing	\$125,800.00
Architectural Fees	\$45,000.00
Engineering Fees	\$30,000.00
Terracon Soil Samples	\$8,000.00
Construction Management Fees	\$200,000.00
Financing	\$41,524.60
Contingency and Miscellaneous	\$20,767.10
Land Acquisition	\$350,000.00
Site Preparation	\$150,000.00
TOTAL	\$2,812,091.70

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

EXHIBIT F

CERTIFICATION OF PROJECT COSTS FORM

CLARION PARK ESTATES DEVELOPMENT AGREEMENT

To: City Manager; City Engineer
Garden City, Kansas

RE: Clarion Park Estates Development Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Clarion Park Estates Development Agreement dated as of _____, 2014 ("Agreement") between the City of Garden City, Kansas and Samy's Development, LLC.

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

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

8. The Developer is not in default or breach of any term or condition of the Agreement or the Development and Funding Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

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

Dated this ____ day of _____, 20__.

SAMY'S DEVELOPMENT, LLC

By _____
Name (Printed) _____
Title _____

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

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

EXHIBIT G

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Samy's Development, LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of September 18, 2014 (the Development Agreement) by and among the City of Garden City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____

Samy's Development, LLC

By: _____

Name:

Title:

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 11 March 2015

RE: STATE THEATER

ISSUE

At your November 4, 2014 meeting, the Governing Body authorized issuing a new Request for Proposals (RFP) for use of the State Theater. Three proposals were submitted and presentations have been scheduled for Governing Body consideration.

BACKGROUND

On March 2nd, three proposals for use of the State Theater were received. The proposals received are attached along with the RFP. Also attached is a side-by-side comparison of key points.

The Finney County Preservation Alliance in collaboration with the String Academy of the Plains proposes a facility that would provide movies, live theater, concerts, office and meeting space for arts groups, a late night coffee shop and a small business incubator space.

Duane West and the Garden City Recreation Commission propose to use the facility for live theater, movies, concerts, recitals, special event rentals and their performing arts activities, as they have provided in past years.

The State Theater Project proposes providing at least four live productions, running 3 weeks each, per year, a holiday production and other one-night events.

The schedule of presentations on March 17th is as follows:

- 1:30 p.m. – Finney County Preservation Alliance
- 2:00 p.m. – Garden City Recreation Commission
- 2:30 p.m. – State Theater Project

ALTERNATIVES

- 1) The Governing Body may accept one of the proposals and authorize appropriate contract negotiations.
- 2) The Governing Body may defer a decision until a later meeting.
- 3) The Governing Body may reject all proposals and give new instructions to staff for the facility.



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



**Engineering
Department**

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

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

RECOMMENDATION

Staff requests direction from the Governing Body regarding this matter.

FISCAL

Project costs are presented on the comparison sheet. The City has \$50,000 available, from the 2011 G.O. bond issue, for environmental remediation, of which \$10,000 has since been earmarked for life safety improvements. These funds can be given or reimbursed to the selected party for their use on the building. If the building is in private ownership, it would return to the tax rolls. The building is currently appraised at \$329,700, which would bring the City \$2,774 in property taxes at the 2014 mill levy. The renovation would certainly increase the valuation, yielding additional tax revenue.

The fiscal impact to the City would also be positive from the avoidance of further maintenance expense on the building.

A handwritten signature in blue ink that reads "Steve Cottrell". The signature is written in a cursive style.

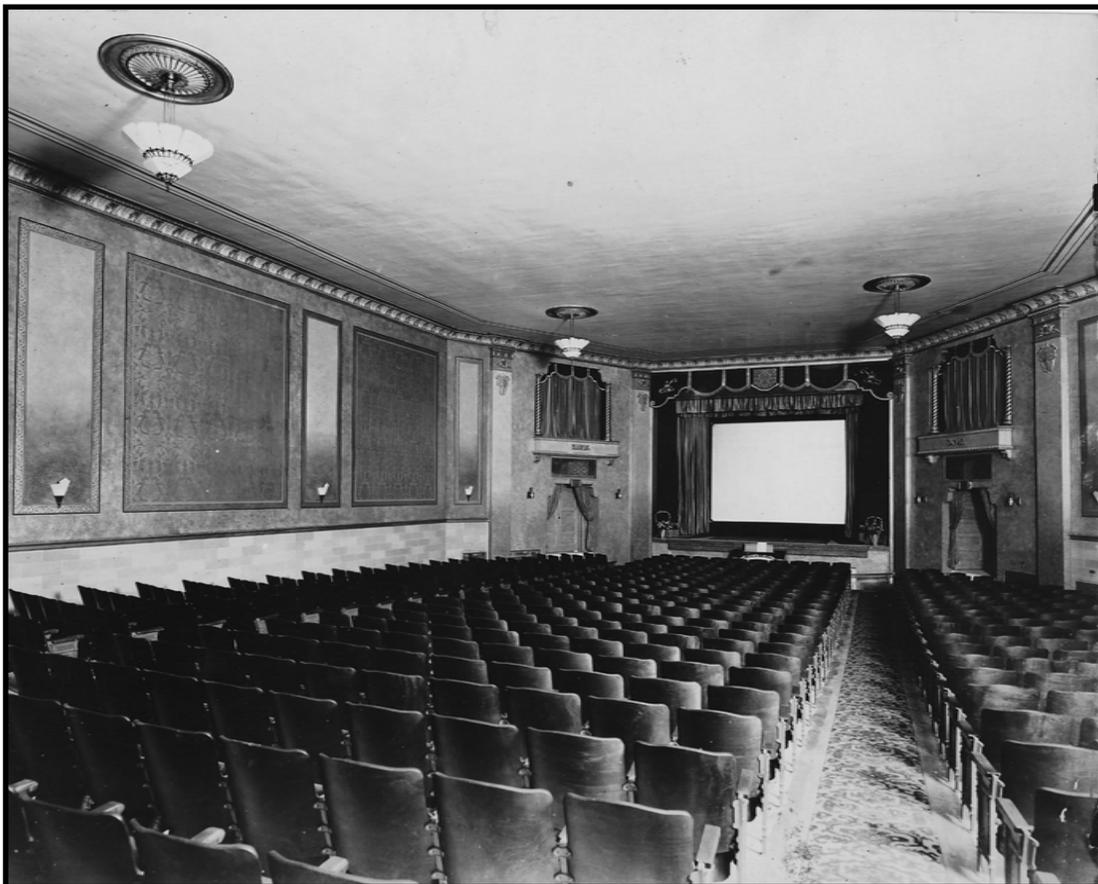
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**STATE THEATER
Proposal Summary**

Proposal from	Finney County Preservation Alliance in collaboration with String Academy of the Plains	Duane West & Garden City Recreation Commission	The State Theater Project (Mark A. Pamplin)
Proposed use	Non-profit theater, playhouse, concert hall, also for lectures and weddings. Provide office and meeting space for related organizations which do not have a "home". Late night coffee shop for "night life" on Main Street.	Performing Arts facility, with similar mix of activities as they have offered in the past. Community theater productions, films, concerts, stand-up comedy, open mic nights, recitals, special private event rentals etc.	Community theater for live productions and one night events. 3 live productions per year, running 3 weeks each, 4 stand-up comedy shows, annual Christmas Show and Saturday morning children's programs.
Drawings	Conceptual floor plans	Conceptual floor plans for several configurations	Conceptual floor plans
Waivers requested from City Regulations	Life Safety upgrades per RFP. City assistance with some of environmental remediation costs. Removal of 1967 façade. Window replacement and water removal in basement.	Environmental remediation costs (\$50,000)	Building Permits at no cost and City assistance with environmental remediation costs.
Acquisition of property	Sale of property for \$1.00 in October 2016 and annual property tax waver.	Mr. West purchases property, at an amount to be determined, direct deed to GCRC	Donation of property requested, private ownership
Financing	Private financing through grants and other fundraising avenues; coffeeshop and concession sales	Cost estimate provided. GCRC, community donations and fundraising, program and user fees.	Private financing through individual and corporate investor/donations, grants and/or private charities.
Schedule	5 Phase restoration plan over 5 to 10 years.	2 year short term improvements, long term to be determined.	No schedule presented for short term buiding upgrades and rennovations
Base Value of Property (County Appraiser)	\$329,700	\$329,700	\$329,700
Assessed Valuation (25%)	\$0	Exempt	\$82,425
City Property Tax (if privately owned) (33.65 mills)	\$0	\$0	\$2,774

STATE THEATRE

A historic restoration proposal by the Finney County Preservation Alliance
in collaboration with the String Academy of the Plains





P.O. Box 97 • Garden City, KS 67846
gardencitywindsorhotel@gmail.com

March 2, 2015

City of Garden City
301 N. Eight Street
Garden City, Kansas 67846
Attention: City Commissioners

STATE THEATRE PROPOSAL FOR USE

I am pleased to submit this application on behalf of the Finney County Preservation Alliance (FCPA) to the City of Garden City for consideration. As you will see through a review of the proposed project, the FCPA is seeking ownership of the historic State Theatre, located at 418 North Main Street for non-profit use as a theater, playhouse and concert hall.

For seventy years, the historic State Theatre shined like a star every night as the favorite movie house in Garden City. Every curtain rise revealed a new adventure – down a yellow brick road, to a galaxy far away, and even to the center of the Earth.

Now that theater is dark. Pauline Kael once said, “A good movie can make you feel alive again, in contact, not just lost in another city. Good movies make you care, make you believe in possibilities again.” Having stood “black” for the last 15 years, it’s time for an encore. It’s time to believe in the possibility of the State Theatre.

Enclosed is the building proposal. Should you have any questions regarding any of the contents of the enclosed proposal, please feel free to contact Brian Nelson at 620-640-0470.

On behalf of my organization and the people we serve, I respectfully submit the enclosed proposal for your consideration.

Cheers!

Brian Nelson
Treasurer
Finney County Preservation Alliance

PROPOSAL

1. APPLICANT:

Organization: Finney County Preservation Alliance

Address: P.O. Box 97, Garden City, Kansas 67846

Contact: Brian Nelson, treasurer

Phone number: 620-640-0470

2. CHARACTER AND TYPE OF USE:

The Finney County Preservation Alliance (FCPA) is currently seeking ownership of the historic State Theatre for non-profit use as a theater, playhouse and concert hall. Built in 1929, the historic State Theatre is remembered as a movie theater, but also played host to live theater when first constructed.

“The building will be the most complete and the finest in Kansas west of Wichita,” said Fred Jacobs, architect of State Theatre.

This is how the State Theatre should be remembered, and preserved – as the finest in Kansas, west of Wichita. Having many original decorative elements stripped during a 1967 renovation, the FCPA’s intent is to use the remaining historic “bones” of the theater and historic photographs to restore the building back to its 1929 roots at a cost of \$1.5 to \$2 million.

The theater restoration will occur in a series of phases, while maintaining interim use of the facility during the restoration. The finished theater will benefit Garden City with the following uses:

- Provide a playhouse featuring sliver screen and artistic films in addition to the possibility of showing Spanish films.
- Provide a live-theater venue for community theater groups.
- Provide a concert hall for the String Academy of the Plains (SAOTP) and any other organization of interest (possibly the Live On Stage series as well).
- Provide office and meeting space for related organizations in the community, which currently lack a “home” (SAOTP, Live On Stage and The Tumbleweed Festival for example).
- Provide a creative space for lectures and weddings.
- Provide a late-night coffee shop in an effort to reintroduce “night life” on Main Street.
- Provide a business incubator for a small business.

The FCPA (a non-profit with a 501(c)(3) status) has primarily focused efforts on the Windsor Hotel restoration, since creation in 1997, with a mission to help preserve the rich history of Finney County through the preservation of historical, architectural, visual and environmental heritage through advocacy, education and alliance building. Progress on the Windsor Hotel project has been slow, but fruitful, with a current \$1 million construction phase in the works. After evaluating progress over the last 17 years, the FCPA has decided it is time to start hiring paid staff. Volunteer groups have proven worthwhile, but successful non-profits are always driven with paid employees. The FCPA is currently in the process of creating a full-time development director position to offer Windsor Hotel tours, manage the membership base, operate a gift shop, write grants, plan events and offer education outreach of historic preservation in Southwest Kansas. If given acquisition of the theater, the FCPA development director will also reserve time to manage State Theatre fundraising until the project is rolling well enough to hire a theater manager. A development director is sought for hire by July 1, 2015.

As the Windsor Hotel restoration is a huge undertaking, a State Theatre Entertainment Company committee will be created under the FCPA umbrella to focus solely on fundraising for the State Theatre. It is understood that past fundraising attempts for this building have failed. The FCPA believes these are partly due to “unrealistic” renovations and lack of an official non-profit organization for people to comfortably open their checkbooks too. The original State Theater committee that was formed in 2001 focused on a \$3.4 million renovation, which included digging out the entire auditorium to create a large basement space underneath. Additionally, the rest of the building was to be gutted, offering no historic restoration. The Garden City Rec then took over use of the building. While proposing a much more frugal renovation, the Garden City Rec was still depending on tax dollars to renovate part of the building, and still offered no historic restoration. Most recently, local Mark Pamplin proposed a \$3 million renovation, by, again, gutting the building and trying to force a “theater-in-the-round” into a rectangular building. With a limited-use venue (not configured for movies or concerts) and questionable non-profit ties to seek donations, Pamplin was also unsuccessful. Again, the most recent proposal offered no historic restoration.

Historic restorations help communities keep their “sense of place.” Garden City has seen a lot of chain businesses open recently. While the outskirts of town have started to boom, there is a need to make sure that Main Street is not forgotten, for that is where the heart of the City truly lies. With determined entrepreneurs, the Downtown District is still in need of a venue that draws people downtown. The State Theatre is one of those possible venues. True, the building can be cleared out and turned into a retail space by an out-of-town developer, but that does not offer as much benefit as a lively concert hall.

The State Theatre is the only remaining theater downtown. By investing in grass-root efforts to historically restore the building, the City is assuring the community that the heart of the City will stay downtown.

The FCPA has collaborated on this proposal with another local 501(c)(3) non-profit organization, the String Academy of the Plains (SAOTP). As background, the SAOTP was founded eight years ago and exists for the establishment, promotion and continued growth of string-musical-education in Western Kansas, Eastern Colorado and Northern Oklahoma. Charged by Executive Director Priscilla Hallberg, the SAOTP teaches string instrument classes to both children (they have taught several hundred) and adults. The SAOTP offers public workshops and master classes, which foster inspiration and excitement, and also presents students with role models. The Academy hosts a concert series called Strings and Friends to raise awareness and interest of string music in Southwest Kansas. Previously the SAOTP has offered these concerts wherever they could find the space, usually at the Community Congressional Church or Stevens' Park. With a concert hall, the SAOTP will be able to establish their roots better, while broadening their mission to include a greater scope of the arts and bringing new musical interests to Garden City.

Any non-profit organization wanting to use the theater under FCPA management will be given the chance to do so free of charge, given they cannot sell concession or conflict with movie showings. The FCPA will manage both concessions and movie showings in the theater as a funding source. Most theaters secure a large bulk of their operating income through concessions, primarily popcorn.

Concessions will operate from storefront 422 Main Street (in the storefront located north of the foyer). It is the hope of the FCPA to open and run a late night coffee shop at this location with the theater concessions. As the space only measures approximately 14 by 28 feet, seating for the coffee shop will extend into the theater foyer. There is an old doorway that connects the two rooms, currently walled in. This will be opened back up. The original building housed two of these small retail storefronts. To historically restore the space, the FCPA intends to rebuild the other 14 by 28 foot storeroom and rent it out as a business incubator for a startup business. This would mean the current mezzanine staircase that exits down toward Main Street in the theater foyer would be demolished and replaced with a u-shaped staircase, as originally constructed.

The theater mezzanine will be renovated for non-profit offices and a meeting room. Public restrooms will be located into the basement of 422 Main Street. An ADA accessible restroom will be located on the ground floor of the building. The balcony will provide seating, as it was intended for. Seating between both the balcony and the lower auditorium is estimated to house about 600 individuals. Thus, a sprinkler system will be installed.

3. FINANCIAL CAPABILITY TO COMPLETE AND OPERATE

The FCPA has reinvested over \$1 million in the Windsor Hotel and is quite capable of raising funds. This was accomplished through volunteer efforts, fundraising events and grant writing. Funds generated will increase with the hiring of a development director. As stated previously, a theater manager will be hired once the project is able to financially sustain itself.

4. TIMELINE TO COMPLETE PROJECT

It's a fact: historic restorations take time. Architect William Morris, of William Morris Associates, walked through and evaluated the building on February 18 with the FCPA and SAOTP. Morris is a member of the Kansas Historic Theater Association and has been involved with several historic theater restorations throughout Kansas. He estimated a historic restoration of the State Theatre would cost \$1.5 - \$2 million. The FCPA is not going to pretend these funds can be raised in a single year.

Much of the first year will be spent in the planning stages. Fundraising events will be planned and initiated. Life safety and environmental quality will be investigated further. A goal will be set to remove the 1967 aluminum façade before it reaches its 50th birthday in 2017. At 50 years of age, the Kansas State Historical Society considers the façade historic. As the City Landmarks Commission is currently trying to list the downtown businesses district as a Historic District, the 1967 façade would suddenly become a contributing building. Basically, the 1967 façade would stay in place forever and the 1929 art deco façade beneath would never see the light of day.

As a grass-root effort, the FCPA anticipates a full restoration in five to 10 years divided in the following five phases:

- Phase one: remove 1967 façade, restore 1929 brick façade, investigate additional life safety and environmental quality needs and address those needs.
- Phase two: open coffee shop, renovate to meet ADA requirements, relocated updated public restrooms to basement of 422 Main Street and add ADA restroom to ground floor.

- Phase three: restoration of foyer, construction of business incubator and addition of new State Theatre marquee.
- Phase four: Mezzanine, projector room and balcony restoration.
- Phase five: Auditorium, stage and basement restoration (under stage).

5. PRIVATE VS. PUBLIC FUNDING

The FCPA will secure funds through private donations, fundraising events and theater usage. Tax dollars are not requested for use after the sale of the property to the FCPA. Historic restoration is estimated at \$1.5 to \$2 million.

Proposed funding is anticipated as:

Grant funding _____	\$1,000,000
Membership appeals _____	\$300,000
Seat adoption campaign for new seats _____	\$215,000
Fundraising events _____	\$175,000
Coffee shop and concessions (net after expenses) _____	\$175,000
Kickstarter.com online campaign _____	\$85,000
Sale of current 472 seats _____	\$20,000
Memorabilia shadow boxes _____	\$5,000
TOTAL _____	\$1,975,000

6. INCENTIVES REQUEST

The FCPA requests the following from the City of Garden City before sale of the building:

1. Sale of the property from the City to the FCPA for \$1 (one dollar) with ownership exchange in 18 months (October 2016).
2. Annual property tax waiver.
3. Life safety upgrades as listed in the State Theatre Request for Proposals packet.
4. Reimbursement for some environmental remediation costs as offered in the State Theatre Request for Proposals packet.
5. Removal of the 1967 façade.
6. Repair or replacement of four damaged windows in the basement under the stage.
7. Water removal in basement.
8. Proper cleaning of broken fluorescent light bulbs in the mezzanine, which may contain mercury.

The FCPA appreciates any aid the City is able to offer, but primarily requests incentives number one and two.

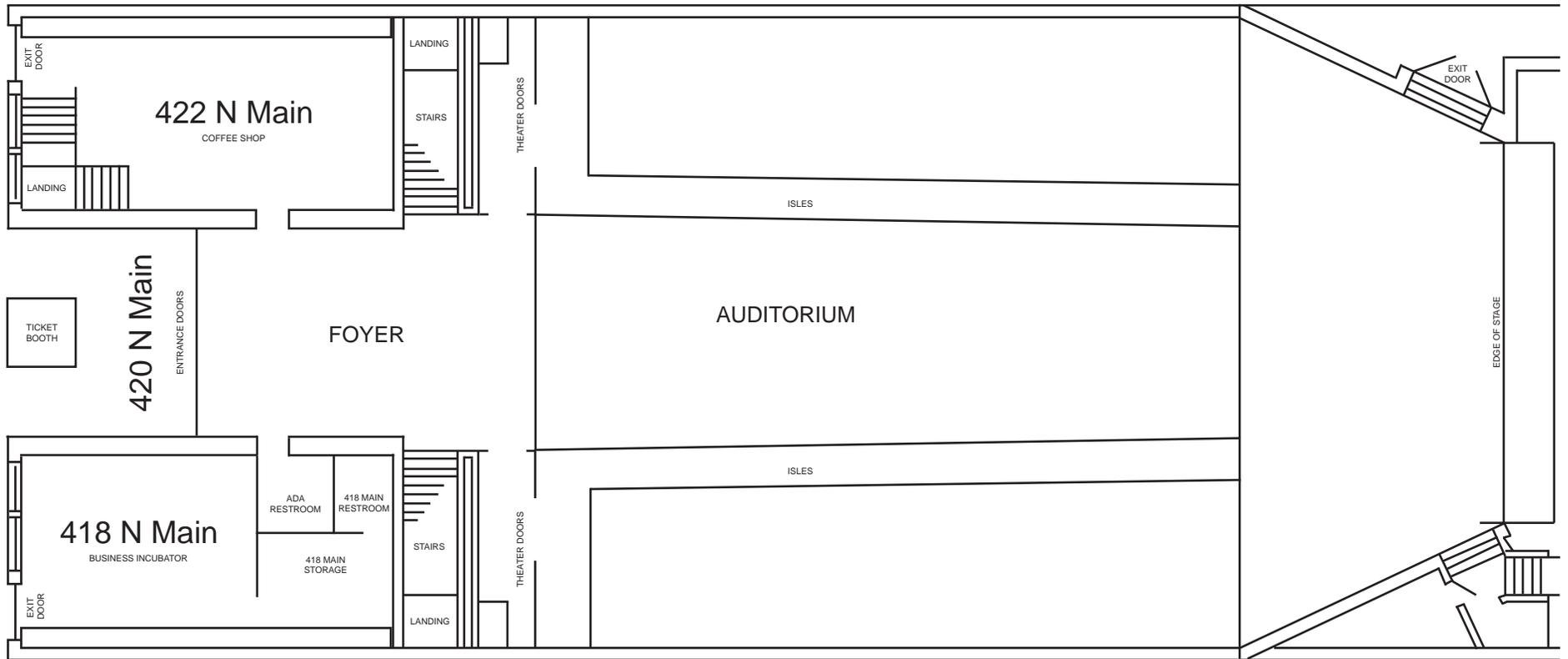
7. QUALIFICATIONS OF USER AND EXPERIENCE WITH TYPE OF USE

The FCPA has a 17-year record of fundraising for historic preservation in Finney County. Architect William Morris, of William Morris Associates, has expressed interest in aiding in this project, though the FCPA may opt to hire Treanor Architects, as they are the current architect firm working on the Windsor Hotel. Historic theaters have been restored across the state of Kansas and have formed the Kansas Historic Theatre Association for networking purposes. The FCPA and SAOTP met with the organization president, John Holecek (McPherson Opera House Company), who has offered to advise the FCPA on their historic restoration journey.

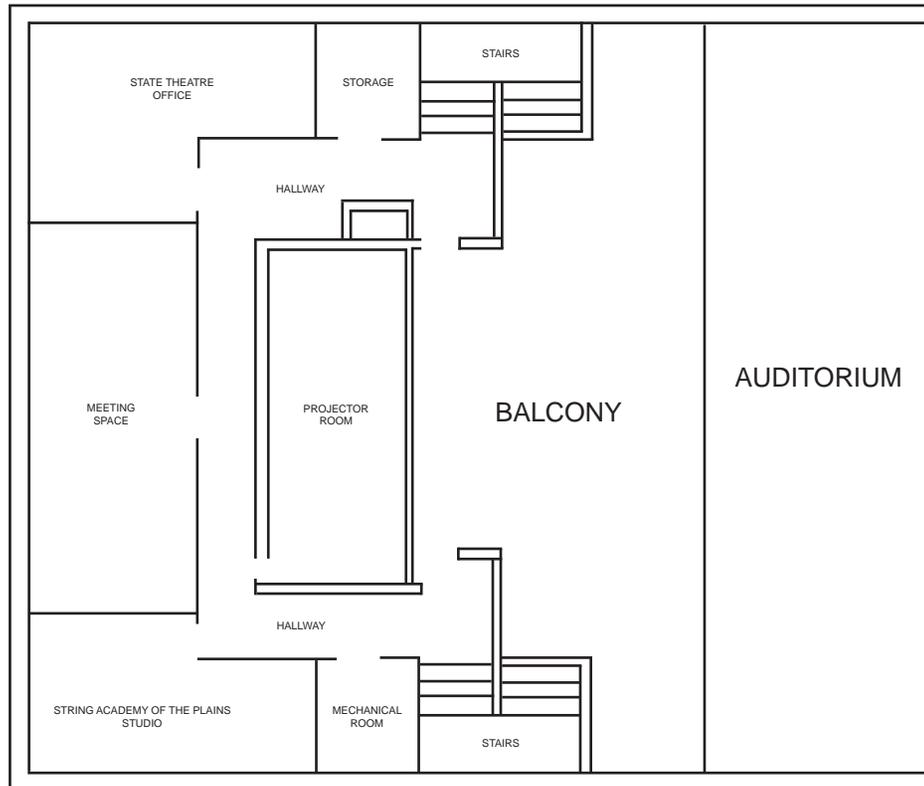
8. SUPPORTING MATERIALS

The following items have been attached with this proposal:

- Floor plans of proposed historic restoration
- Photographs of historic example features in theater

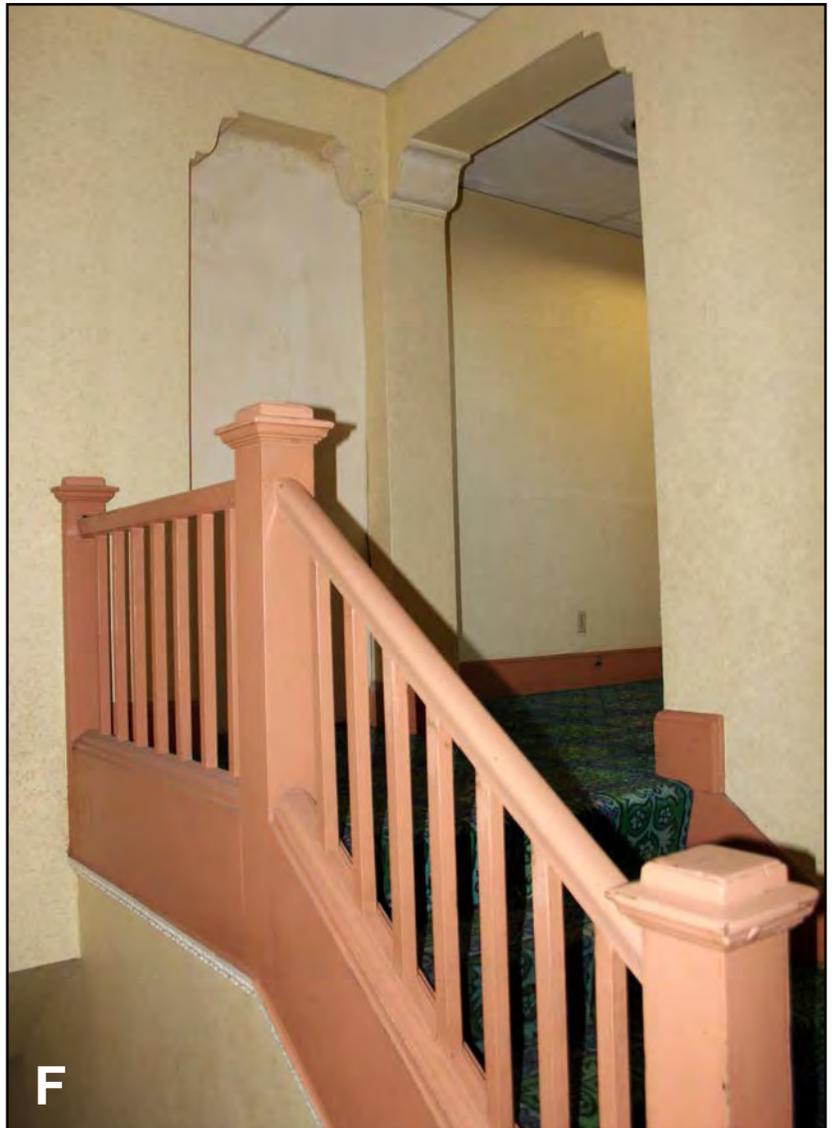
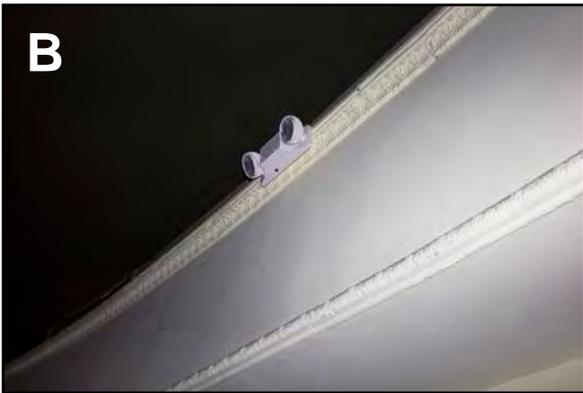


STATE THEATRE HISTORIC RESTORATION FLOOR 1



STATE THEATRE HISTORIC RESTORATION FLOOR 2

Examples of historic elements still intact in the 1929 State Theatre



Though the building had a major remodel in 1967, there are still example of the original 1929 features. Photo A is an example of one of the original plaster light fixtures. Photo B is of the original moldings still on the balcony. Photo C is of moldings on the original staircase. Photo D is a decorative corner piece on the stage's proscenium arch. Photo E is the original side wall tile, though it has been painted yellow and has carpet over most of it. Photo F is one of the original staircases with wooden banister. When built, there were two staircases that reflected one another. The remaining staircase will be used to reproduce the other. Also notice in photo, original trim and decorative corners in walkways. Photo G is of a plaster column currently housed at the Finney County Museum. There are two surviving of four and they will be returned to the theater if historically restored.

DUANE E. WEST
ATTORNEY AT LAW-Retired
Box 712-Garden City, Ks 67846
620/276-6754
dowest@gcnet.com

March 2, 2015

PROPOSAL FOR USE FOR STATE THEATRE

Mr. Mayor and Commissioners:

In response to your directions, I am formally asking that I be allowed to purchase the property at 418 N. Main Street, formally know as the State Theatre. My intentions are to purchase the property from the City for an agreed upon amount, and to then deed the property to the Garden City Recreation Commission which has a plan to continue its use as a Performing Arts venue.

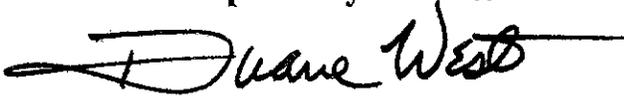
The Recreation Commission has the resources to do the renovations and refurbishing over a period of time that will permit the structure's continued use for the performing arts. The Commission's theatre division has a track record of presenting outstanding programs for the community, including usage of the State Theatre, time and again. This will allow the building to once again become a viable place for the performing arts and improve and enhance the Downtown area.

During the almost 59 years my wife and I have been married, we have supported and been proponents for the Arts in this community. It has been a privilege to utilize some of our resources in such a way. Having a viable, on-going performing arts venue will immeasurably improve our quality of life and attract others from the surrounding area to our community.

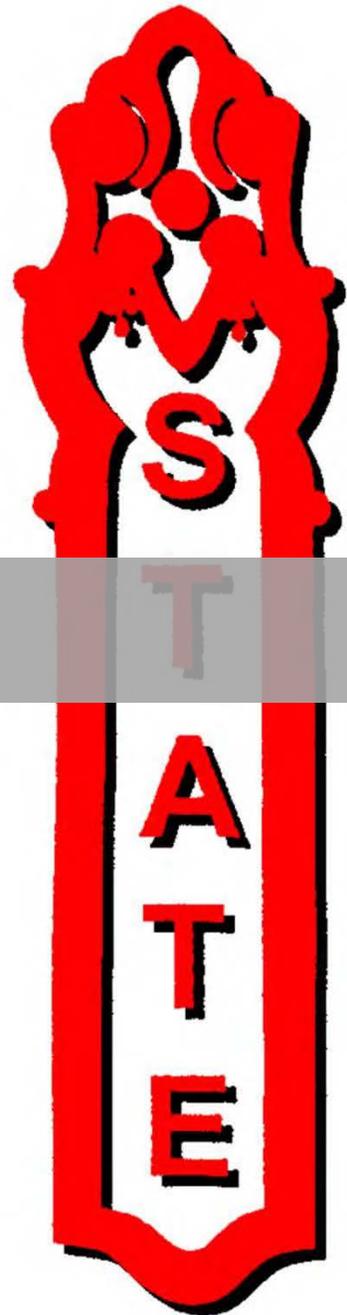
With all of the on-going and proposed improvements in the various sports areas, we must be careful to continue and nourish our very human connection with the arts! That is the sole intent of this proposal.

I will be present on Mar. 17th when this matter comes up for your consideration. Should you have any questions prior to that time, please contact me at your convenience.

Respectfully submitted

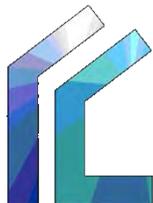

Duane West

2/27/2015



GCRC

STATE THEATRE



Request for Proposal | Brian Seagraves & John Washington



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State Theatre

Request for Proposal

Submitted by Garden City Recreation Commission

Mission

The mission of Garden City Recreation Commission is to provide recreational opportunities to enhance the quality of life for the people of the community by promoting social interaction and the productive use of leisure time.

Introduction

Vision for future growth of programs for the community has always been an objective of Garden City Recreation Commission. Our biggest growth has occurred when we've obtained additional facilities that allowed us to develop new programs and space for the community to utilize.

In April of 1995 we were provided support from City Commissioner's and Staff for a facility to call our own. We saw growth in participation go from 87,838 to 89,429 in 1996. With continued support from the City of Garden City and the Garden City Recreation Commission Board, facilities have been added and expanded since then, and participation for 2011 ended at 178,842. The increase in recent years is partially attributed to the increase in Performing Arts programs.

We started using the State Theatre sparingly in 2006 through 2010 due to lack of space in the community to run programs. In 2011 we began utilizing the State continually as a space for Community Theatre and newly developed programs (as demonstrated from our list of offerings in 2012). Community Theatre has grown in the number of offerings throughout the year initially due to the availability of the State. Despite the construction of new facilities in the community that house theatre we continue to find it very difficult to find rehearsal space and production space. In past years the State helped fill the void that we had in the area of Performing Arts facilities utilized by the community.

With all this in mind, we would like to request that the City sell The State Theatre to Duane West, who has agreed to deed the property to the Garden City Recreation Commission, allowing us to utilize it for Performing Arts space. We would renovate in a phased priority system and program the venue as we did in 2010-2012 with a goal of perpetual usage. We also ask that the City pay the remediation costs (as previously offered).

Previous GCRC Programming at The State (2012)

During the course of 2012 we brought over 4000 people through the doors of the State.
(Closed for summer months, lack of air conditioning)

- 3 Community Theatre productions
 - 10 Audition Days
 - 90 Rehearsals
 - 9 Performances
 - 15 Set Building days
- After-School Drama Club (2 Days-a-week) in Spring
- Radiance Effect Concert
- “Many Hands” Documentary Screening
- 2 Stand-Up Comedy Nights
- Backseat All-Star Concert (plus rehearsal night)
- Audition Workshop
- Historical Tours
- Fi.Co. Historical Society Movie at Fall Fest
- NPR Concert at Fall Fest
- Rummage Sale
- Rocky Horror Picture Show
- Dueling Divas (plus 2 rehearsal nights)
- Girl Scout Presentation
- “Mom’s Day Shopping” Movie w/ Downtown Vision
- Veterans Day Movie

Financial Capability:

- Recreation Commission
- Community Donations & Fundraisers
- Program & User Fees

Timeline:

- Remediation—June 2015
- Auditorium Refurbished—December 2015
- ADA Restrooms —September 2016
- Balcony Converted for Tech—December 2015-2016
- Climate Control—March 2017
- Building Façade—TBD
- Stage Basement Remodel/Existing Heating & Cooling Removal —TBD

Financing:

Recreation Commission

- 030 Recreation Fund
- Program & Rental Income

Community

- Adopt-A-Seat Program
- Renovation Partners
- Fundraising Events

Experience of Type of Use:

Garden City Recreation Commission has been conducting Community Theatre since the 1970s with a continued program throughout the year. We provide professional staff to run our programs in the area of Arts. Our current Arts Director, Brian Seagraves, possesses a Bachelor of Arts in Theatre and Recreation from Southwest Baptist University in Bolivar, Missouri and has served the Garden City Recreation Commission in this capacity for the last 7 years. Prior to coming to Garden City, Brian taught Introduction to Community Theatre and Humanities at Ozarks Technical Community College and was on staff at Stained Glass Theatre, both in Springfield, Missouri.

Projected Type of Use:

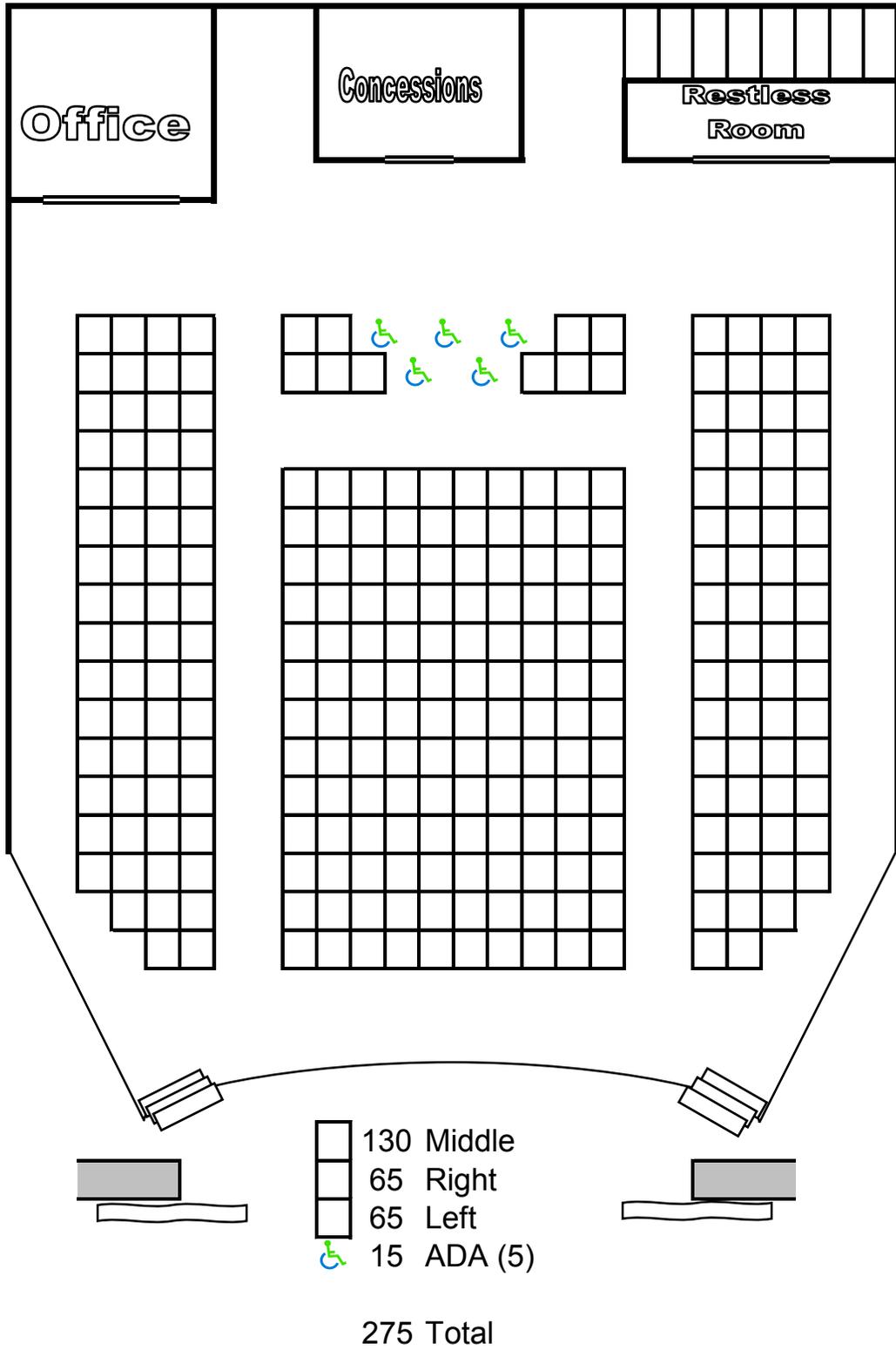
Community Performing Arts Center

- Community Theatre
- Films
- Concerts
- Stand-up Comedy
- Open Mic Nights
- Recitals: Dance, Piano, etc.

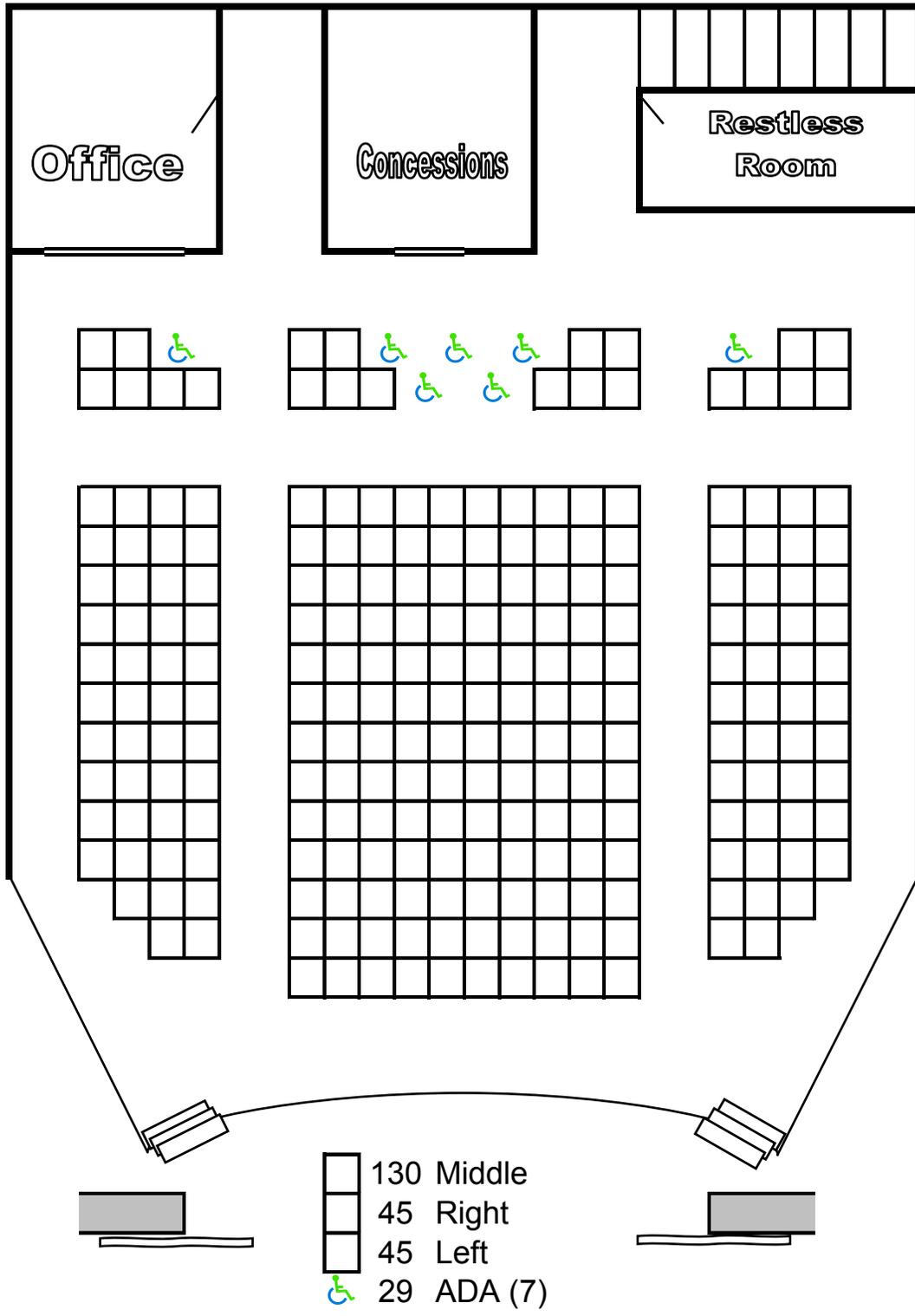
Rental Hall

- Weddings
- Birthdays
- Private & Corporate Parties
- Worship Services
- Recitals: Dance, Piano, etc.
- Public/Educational Conference

Seating Option 1

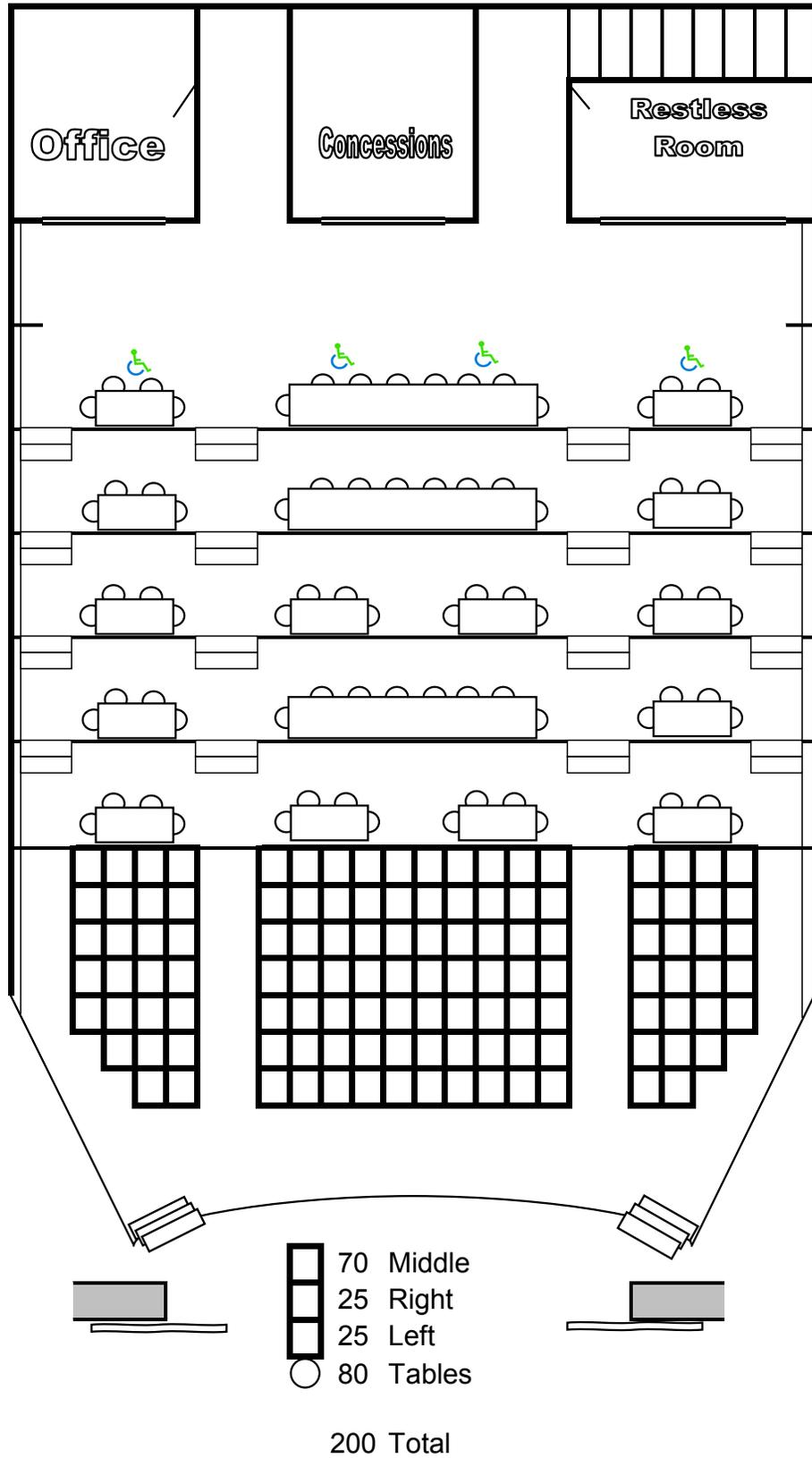


Seating Option 2

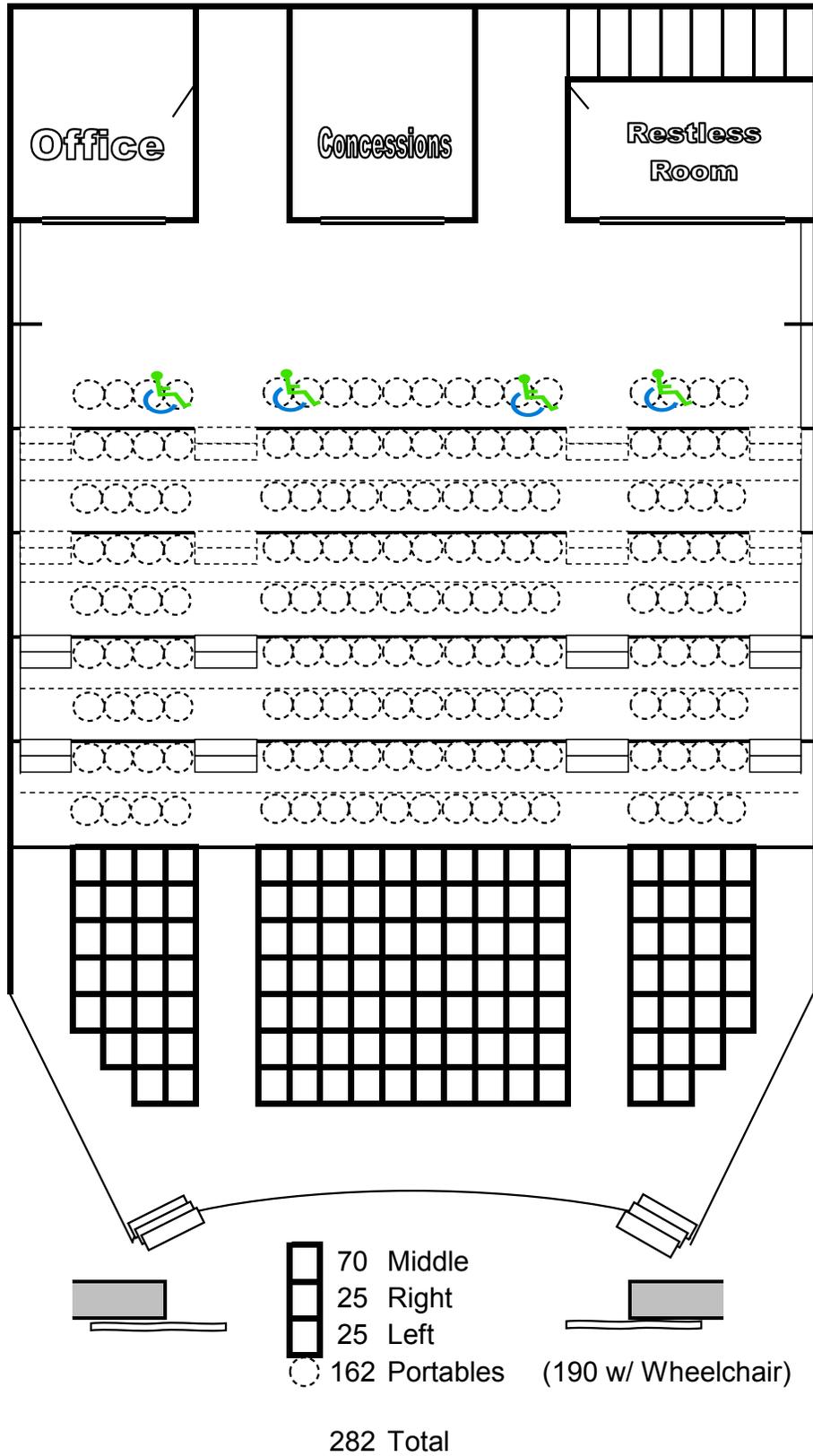


249 Total

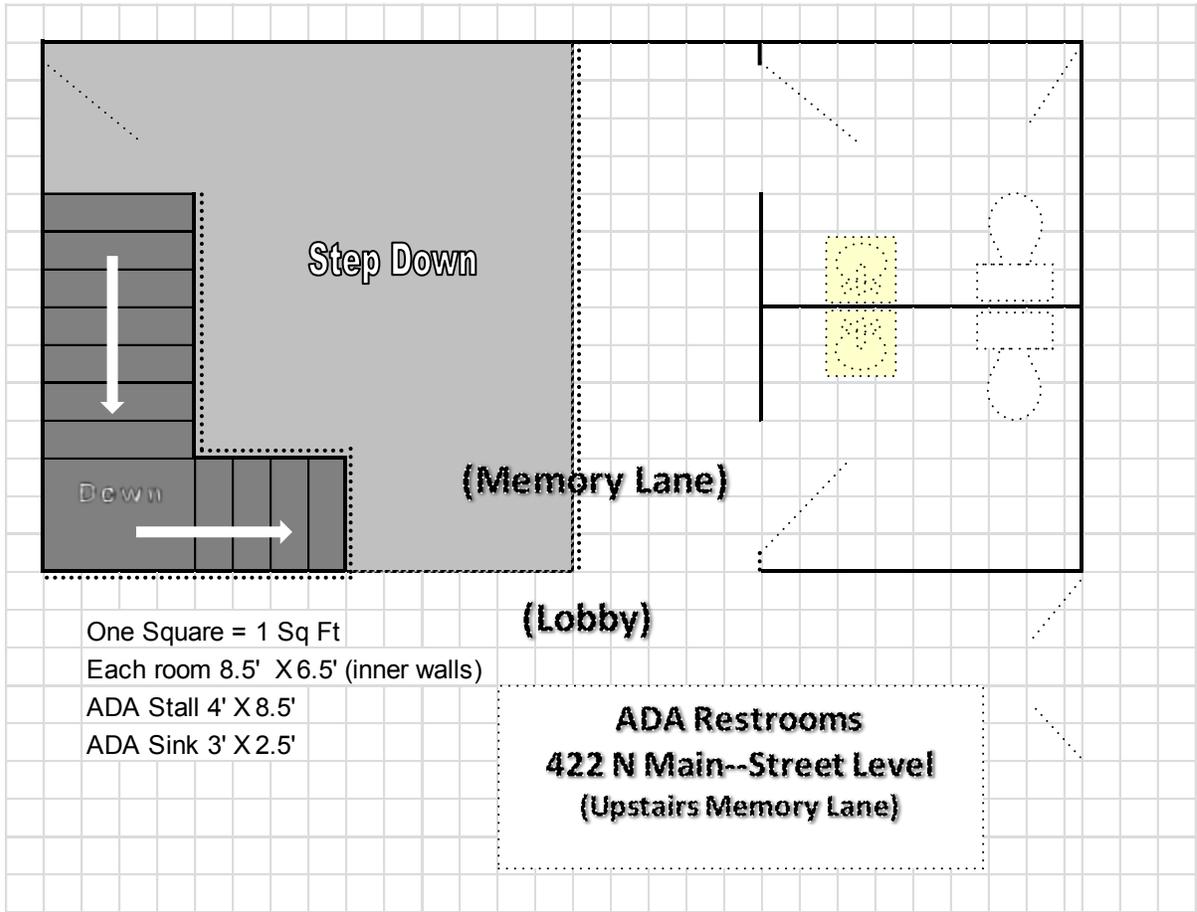
Seating Option 3 (works in conjunction w/ Option 4)



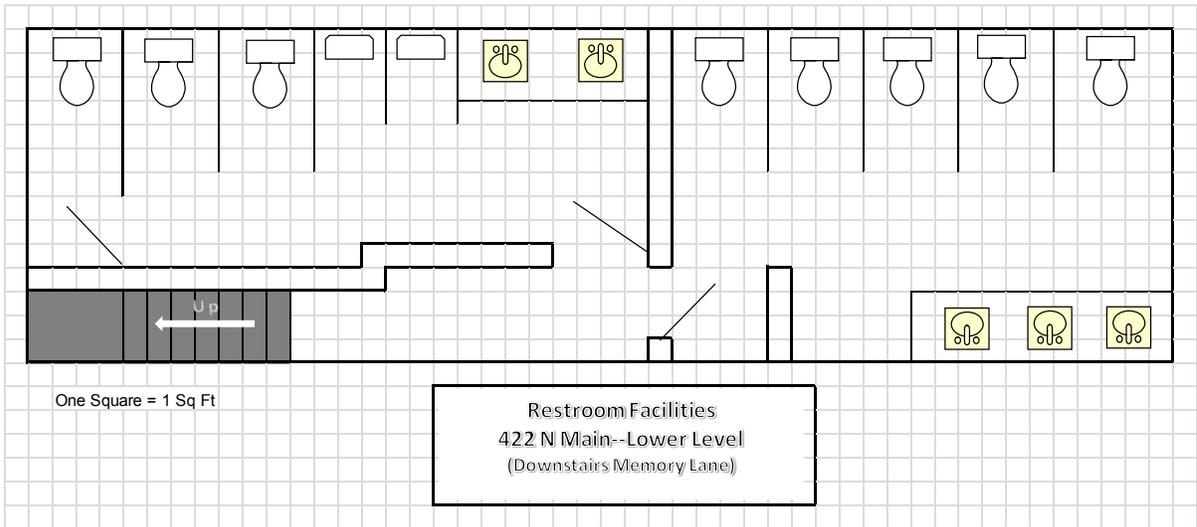
Seating Option 4 (works in conjunction w/ Option 3)



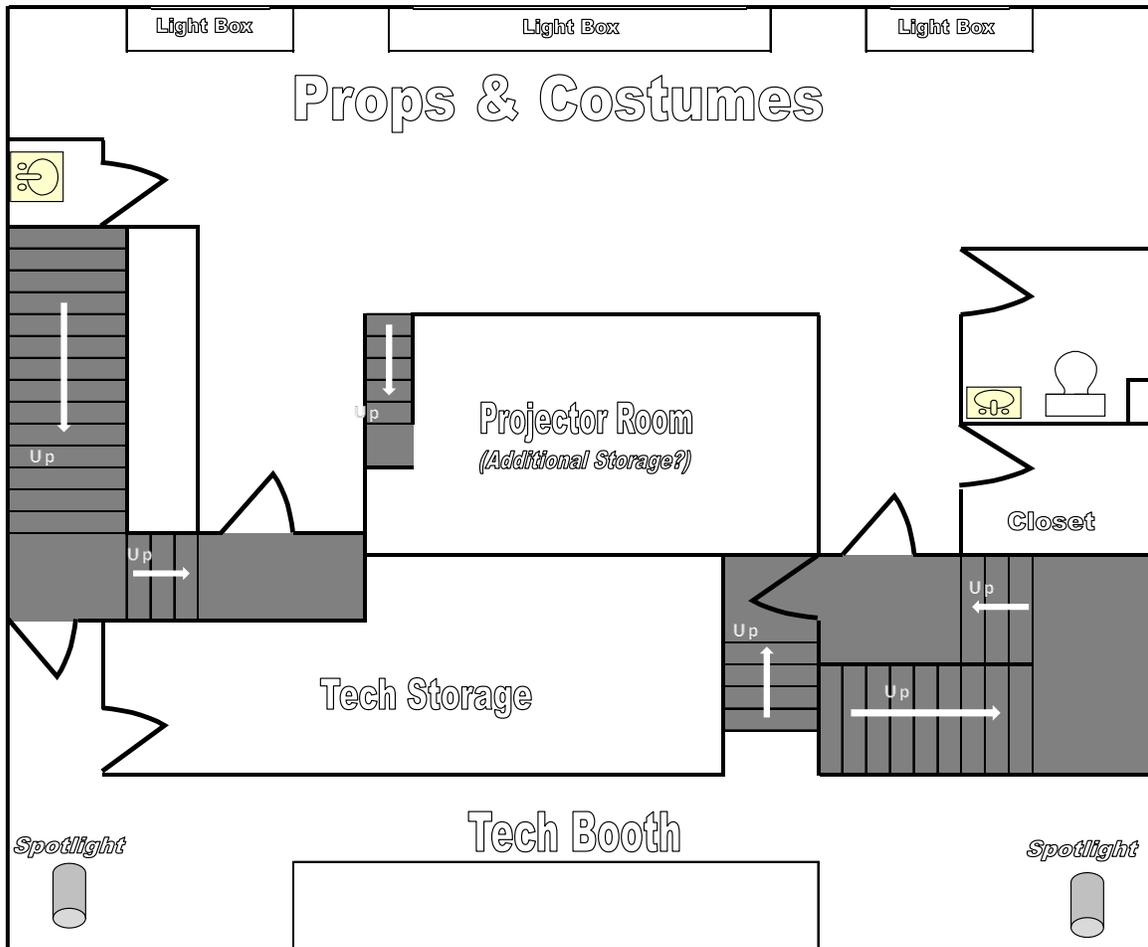
ADA Restrooms



Relocated Restroom Suites

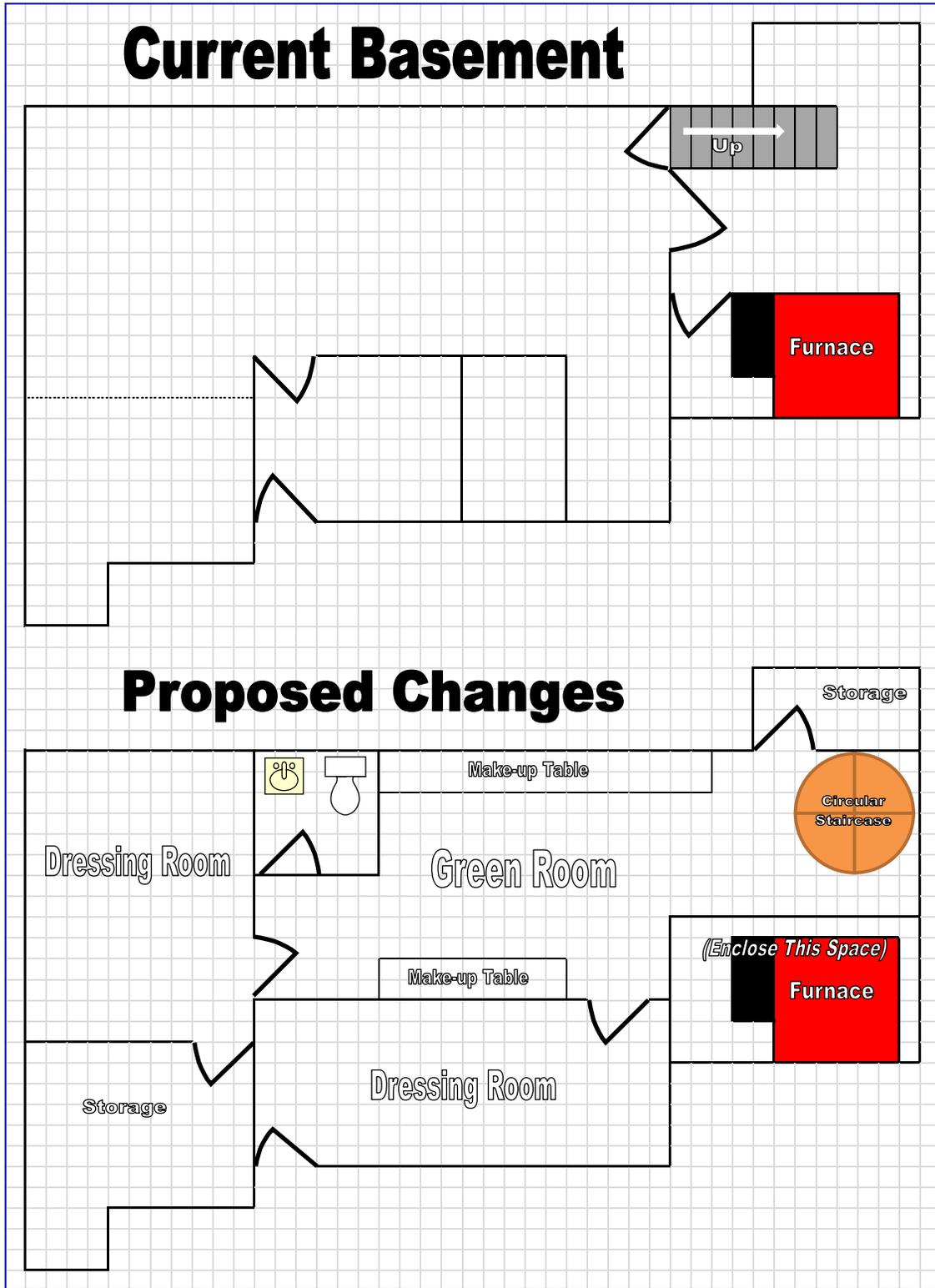


Renovated Second Level



Second Level / Balcony

Renovated Stage Basement



Proposed Renovation Budget

STATE THEATER PROPOSAL

	Initial	Revised (2/26/15)	
Phase I (Public Funding)	\$ 300,000	\$ 209,000	
Heating Cooling (Energy Audit Funded)	\$ 75,000	\$ 40,000	Unit Donated
Roof Repair (Insurance--\$25,000)	\$ 50,000	\$ -	Done
Mold Removal	\$ 50,000	\$ 50,000	City (as offered)
Sprinkler System	\$ 75,000	\$ 75,000	(if needed)
ADA Bathrooms	\$ 20,000	\$ 10,000	Redesigned
ADA Doors	\$ 5,000	\$ 5,000	
ADA Seating	\$ 2,000	\$ 2,000	
Emergency Exit	\$ 4,000	\$ 4,000	
Stage Entrance/Exit	\$ 4,000	\$ 4,000	
Restroom Repair	\$ 5,000	\$ 5,000	
General Cleaning & Repair	\$ 10,000	\$ 10,000	
New Marquee Lettering	\$ -	\$ 4,000	Added
Phase II (Public & Private Funding)	\$ 180,000	\$ 172,000	
Relocate Restrooms	\$ 75,000	\$ 75,000	
Lobby Flooring/Walls/Ceiling	\$ 5,000	\$ 5,000	
Front Door Remodel	\$ 10,000	\$ 10,000	
Concession Stand Remodel	\$ 5,000	\$ 5,000	
New Proscenium	\$ 5,000	\$ 5,000	
Apron	\$ 5,000	\$ -	Done
Curtain/Motor	\$ 10,000	\$ 10,000	
Seating	\$ 5,000	\$ 5,000	
Remodel Office Suite	\$ 3,000	\$ 3,000	
Remodel Balcony	\$ 10,000	\$ 5,000	Recalculated
Cry Room/Office	\$ 3,000	\$ 5,000	Recalculated
Auditorium Walls	\$ 4,000	\$ 4,000	
Ceiling	\$ 5,000	\$ 5,000	
General Cleaning and Repair	\$ 5,000	\$ 5,000	
Technical Installation	\$ 30,000	\$ 30,000	
Phase III	\$ 320,000	\$ 250,000	
Fly System	\$ 70,000	\$ -	Done
Marquee/Façade	\$ 250,000	\$ 250,000	Possible Sponsor
Phase IV	\$ 350,000	\$ -	Canceled
Acquire Additional Building (North)	\$ 250,000	\$ -	Unlikely
Remodel/Connect New Building	\$ 100,000	\$ -	Unnecessary
TOTAL PROJECT	\$ 1,150,000	\$ 631,000	



A PROPOSAL FOR THE STATE THEATRE OF GARDEN CITY, KANSAS

MISSION:

To present enjoyable family theater which has at its core outstanding acting and exceptional production values.

To create a friendly, helpful atmosphere for visitors while ensuring that each guest is met with outstanding customer service.

To provide a creative and nurturing environment in which ideas may be freely exchanged.

To establish and sponsor educational outreach programs within the community.

REQUEST: The State Theatre Project would like to request the City of Garden City to donate the building at 418 N. Main St and the \$50,000.00 allocated for the building as start up for The State Community Theatre.



SHORT TERM:

- Start up business (acquire insurance, permits, etc.)
- Place the theater on the Finney County Historical registry, allowing us to use the theater for productions with minimal renovations
- Update facility: acquire air conditioning; repair heating, plumbing, marquee, windows
- Assemble Board of Advisors: Select a group of local people to be a part of our advisory board to help and guide the fundraising process
- Continue providing live entertainment: a season of plays, concerts and stand up comedy
- Continue community outreach: The State Theatre is devoted to being a real "community" theater by sponsoring non-profit organizations in Finney County and providing organizations such as churches with an easy means of fundraising. The State Theatre had successful fundraisers for the Finney County Humane Society and the Salvation Army, and has future plans to support additional organizations, including the Emmaus House and ABC Pregnancy Center. The State Theatre helped raise over \$1,100 for St. Dominic's youth group.

LONG TERM

- Obtain our Not For Profit status, opening The State Theatre to tax-deductible donations and grant funding in order to pay for capital improvements.
- Plan 2016 season of productions: Four 3-week plays plus a Christmas show, four stand-up comedy shows. Season tickets and Saturday shows for children will be introduced. Also, the theater will be rented out for local concerts.
- Begin to comply with A.D.A. standards, beginning with ground floor restrooms.
- Renovate lobby & auditorium, create a central ticketing office with online purchasing capabilities, acquire light & sound equipment.

EDUCATIONAL:

- The State Theater aims to provide learning opportunities for Theater Arts majors at community colleges and universities throughout the state of Kansas. Students will receive valuable professional level experience at a theater that aims to be the leading professional theater of Western Kansas and one of the leading regional theaters in the Midwest. Scholarships and paid internships will be made available through educational grants for the arts. In the first five years, the State Theater aims to provide at least one fully paid internship annually, and in the future, one fully paid internship per production. Professional performing experience is invaluable for artists in training. Much of Kansas's professional level talent leaves the state after completing their fine arts degrees. By establishing a stepping stone for these young professionals we aim to provide Kansas artists with the tools that they will need in any professional theater setting and to provide them with the opportunity to collaborate with a community of local professional artists that will mentor and foster their talents and skills.
- Teaming with the Garden City YMCA offer theatre programs and courses for adults and children alike.



1 The set for *The Odd Couple*



2 Over 600lbs of food raised for Humane Society



3 135 toys collected for Salvation Army for toydrive



. The members of The State Theatre Project would like to thank you for the opportunity to describe what are goals are for The State Theatre on Main St. We had a successful year in 2014 with our productions of *The Odd Couple* and *Catch Me If You Can*

. I would very much like to continue what we have begun: producing high quality, successful, family-entertainment—each play running three weekends; supporting local charities—collecting over 600 lb. pet food for Finney County Humane Society/100+ toys & cash raised for the Salvation Army; building our sponsorship, audience and talent base; and creating economic benefit. With the addition of a water park, minor league baseball and a sports arena, we at the STP would like to help art and theatre grow with Garden City

Short term upgrades prior to the major renovation to the facility will make it comfortable, safe, accessible and attractive—not only bringing an audience from Southwest Kansas, but tour groups from all over Kansas. This is an opportunity to not only restore The State Theatre as a staple of Main Street (as it had been for 70 years), but to bring live entertainment downtown.

These upgrades include the following:

- Ground floor bathroom(s)
- Update AC & heat
- Central ticketing office
- Remodel lobby & concession stand
- Remodel upstairs bathrooms
- Lights & sound equipment
- Remodel dressing rooms
- Restore marquee
- Paint showroom

Once the building is secured for the project, we will pursue corporate donations and grants from local foundations, forming an advisory board and building our investor group. We will be looking for individuals who care for the arts and commerce—turning our Main St. in to a show place

Thank you for your consideration. If you have any queries in the meantime, feel free to call me at **620-290-1416** or email mapamp@msn.com. I look forward to discussing our accomplishments and goals for the short and long term future of the theater.

Yours sincerely,

Mark A. Pamplin

New Business



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE
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MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : March 26, 2015
RE : Change Order to Utilities Service Center

ISSUE:

Consideration of accepting a change order in the amount of \$285,672.00, from Dick Construction, for additional vehicle / inventory area to be constructed at the Electrical Service Center.

BACKGROUND:

The City Commission on January 6, 2015 awarded a construction contract to Dick Construction in the amount of \$1,201,800.00 for the addition to the Electrical Service Center to accommodate the relocation of the Water Division. The architects estimate for the base bid was considerably higher than the actual bids received. The layout for the original space was very conservative, and with the low base bid price received, staff proposed to add additional space (above what was originally sought) to the new facility.

The change order would include an additional 30' X 100' of warehouse / vehicle storage space and an enhanced staging / locker room area for the water division crews.

ALTERNATIVES:

- 1) Authorize the Mayor to sign the change order for Dick Construction in the amount of \$285,672.00.
- 2) Do not authorize the Mayor to sign the change order for Dick Construction.

RECOMMENDATION:

Staff recommends approval of alternative number 1.

FISCAL NOTE:

The 2014 bond account contained \$1,750,000 for this project. With the base bid of \$1,201,800 and the change order in the amount of \$285,672.00, the total for construction cost would be \$1,487,472. The remaining funding will be utilized for the paving of Harvest Street in conjunction with local development in the area.

THE ARCHITECT

BRUCE GLASS, AIA

January 19, 2015

Mr. Mike Muirhead
Public Utilities Director
301 N. 8th St. P.O. Box 998
Garden City, KS 67846

Mr. Gary Dick
Dick Construction
1809 E. Mary
Garden City, KS 67846

Re: Proposed Change Order Additions to the Utility Service Center, Garden City, Ks.

Mike and Gary:

Due to the favorable bid results, the City of Garden City would like to Investigate some additional space additions to the Utility Service Center project. Also there are a couple of changes to the existing plan that will need to be looked at. The following is a written description of the proposed changes and additions, these along with the accompanying drawings should be used as the basis of the proposed Change Order.

A. Exterior work:

1. At the existing concrete approach and drive along the east side of the building, include an additional 1,383 sf of 6" concrete demolition and removal; and would be enlarged by 6,742 sf of new 8" concrete with 6x6 W2.9 x W2.9 WWF.
2. The site work / fill and compaction along the North side of the building would be expanded an additional 32', with elevation 102.0 running parallel to and 12' north from the side of the building. Elevation 101.0 would run parallel to and 28' from the side of the building. (nom. 4% and 6.25% grade away from the building, see the revised site plan)
3. Remove an additional 32 LF of existing fence at the North end.

B. Interior and Building work:

1. The Vehicle Storage addition on the north would expand north by 32'. The additional length would be accomplished by extending the 28' bay to 30' and adding another 30' wide bay. The existing structural end bay would become the new interior column line and the new north end would become an End Wall frame. The structural details for the sidewalls will not change, The existing structural end wall foundations will move 32' North to become new column line 15. Two additional footing 'C's and one set of thru ties per detail F6/S2.0 will be added at the new column line 14.
2. The additional bay would include a 12' w x 14' h. Overhead door (#24) of the same type and operation as the other two OHD's, plus one additional 3'x7' swing people door (#20) on the east side of the new addition. Include two bollards inside and outside, flanking the OH door, an additional foot scraper by the exterior of the people door and add another Fire Extinguisher inside at the new people door.

THE ARCHITECT

BRUCE GLASS, AIA

3. Add 12' high Chain Link fencing as shown on the plan to create a new warehouse area for the water department. The enclosure shall include a 3'w x 7'h single gate towards the west end and an 8'w x 8'h sliding gate at the east end of the enclosure. The fence posts shall be provided with appropriately sized bottom plates and bolts, anchored to the floor. Include two bollards flanking the sliding gate.
4. Add a new Staff Room in the SW corner of the Vehicle Storage addition. See the attached plan. The new Staff Room will have stud walls with Drywall on the interior and Metal 'R' panel on the Vehicle Storage side, and include R-13 batt insulation. The floor will remain concrete finish, but add vinyl base on the inside. The roof structure will consist of 6" Metal stud joists, 33ksi, 14ga, at 16" oc. on a 2/12 slope. Joists may be one of the following; 550S-250-68. ; 550S-200-68; or 550S-162-68. Toilet room #30 will expand to include a lavatory; and an additional Mens Toilet room #36 will be added and include a water closet, urinal, and lavatory. The new toilet will be finished with FRP board. The door to Toilet #30 will become door #27, and the new Toilet room door will be Door #26. Both are to be 3-0x7-0, Type A with TF-1 frames and Privacy Locksets & closer. The new door #35 into the Staff Room is to be 3-0 x 7-0, Type D, with HM-1 and a push pull set and closer. Increase the hardware allowance by One Thousand Dollars (\$1,000.00). Relocate the remaining two demo'd 'D' windows to the new Staff room. Add 7'-6" LF of new plastic laminate casework to the Staff room, see elevation for composition of the cabinets and top. The casework will include a sink. The toilets and new Staff room will receive an AGC at elev. 9'-0" aff.
5. The existing Shop Office #29 will remain, but the location of the casework will rotate to the south wall, and the ceiling structure will run flat instead of sloped and change from R-Panel to 3/4" Plywood screwed to the joists. The joists are to be the same size as those listed in item #4 above. See the room section. Note: the water heater that was scheduled to be on top of toilet #30 will move to the mezz. of the office, and the DSS-1 indoor HVAC unit will move to the SCADA room and be replaced with a new Horizontal flow HVAC unit. See subsequent Mechanical letter.
6. The locker area re-arranges some and will have two, 7' tall wing walls at the north side. Add an 8' long bench equal to a 'Republic' lockers standard 1 1/4" Laminated Maple x 9 1/2" x 8'-0" long bench with (3) standard pedestals spaced 36" oc. Run between the rows of lockers.

Please proceed with estimating these architectural changes to the plan as an ADD change order. Changes to be considered to the mechanical and electrical requirements will follow soon.

Sincerely, Bruce R. Glass, AIA



Electrical Interior Work:

1. Sheet E1.1 – New panel LV2 to be fed from existing MDP. Provide new 100A/3P circuit breaker in existing panel MDP.
2. Sheet E2.1.A Shop Addition Power Plan - Provided additional power for new overhead door associated with the additional bay. Provided (2) Two new cord reels for general power in the Expanded Vehicle Bay and move the scheduled north wall receptacles to the new north wall. Provide (14) Fourteen additional receptacles and (2) Two additional switches at the shop office, new staff room and the new restrooms.
3. Sheet E2.1.A; Shop Addition Power Plan - Added power for additional mechanical equipment associated with additional bay and new DSS-1 unit to SCADA office area.
4. Sheet E2.1.C ; Office Addition Power Plan. - Added (5) Five smoke detectors in corridors of office area.
5. Sheet E3.1.A; Shop Addition Lighting Plan. - The lights in Vehicle Storage were re-arranged in order to accommodate the addition. Four (4) light fixtures 'J' were added in order to achieve necessary light levels associated with the additional bay. Seven (7) of the 'J' fixtures are to be wired as Night Lights per note 4. Fixture 'K' (located by the door to the existing vehicle bay) was deleted. A lay-in ceiling grid and Nine (9) relocated existing 2' x 4' troffers were added to the new staff room and restrooms. An additional exit sign, emergency light and exterior light were added to the new door associated with the additional bay.
6. Sheet E3.1.C; Office Addition Lighting Plan – The Seven (7) 'EX' existing 2x4 troffers scheduled in the work area 20 have changed to new A-1 fixtures.

Mechanical Interior Work:

1. On sheet M1.1, DSS-1 (indoor unit) has been changed to 4-way ceiling mount unit and has been relocated to SCADA 24. DSS-1 (outdoor unit) has moved to east side of building next to existing condensing units. Note 10 has been added for this concrete pad to extend concrete pad. Lastly, we adjusted the airflow from F-2(E) to accommodate this change to SCADA 24.
2. On sheet M1.4, the plumbing plan has been moved to a new sheet (M1.5). The tube heater has added an extra unit (IRTH-4) in order to make up for larger space. The tube heater has relocated in order to fit larger space. Weather proof louvers on east side wall have been upsized for larger space ventilation. Exhaust Fans on west wall(EF-2,3) have moved to fit new floor plan. Furnace and condensing unit (F-7,CU-7) have been added for staff room and office. Furnace to be located on mezzanine above shop office. Outside air from furnace extends to west wall to weather proof louver. Exhaust fans (EF-4,5) have been added for the restrooms in staff room. Ductwork is shown going up through roof to roof hood.
3. Added new sheet M1.5 for plumbing in vehicle storage. Added fixture numbers (2)P1.1, (1)P2.1, (2)P3.1, (1)P4.2, (1)P5.1, and (1)2"FD. Changed routing of

THE ARCHITECT

BRUCE GLASS, AIA

- plumbing to accommodate. Gas water heater was relocated to mezzanine above shop office. Gas was upsized and adjusted to include new furnace and tube heater.
4. On sheet M3.1, in the ductless split schedule, DSS-1 has been updated. In the furnace schedule, F-7 has been added. In the condensing unit schedule, CU-7 has been added. In the fan schedule, EF-2,3 have been updated and EF-4,5 have been added. In the infrared tube heater schedule, IRTH-4 has been added and lengths have been updated.



**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

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www.garden-city.org

MEMORANDUM

TO: Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : December 30, 2014
RE : Bid Acceptance / Utility Service Center Expansion

ISSUE:

Governing Body consideration and acceptance of bids for the Utility Service Center received December 30, 2014.

BACKGROUND:

Governing Body approved in 2014 the expansion of the existing Electrical Service Center on Harvest Street, to accommodate the consolidation of the Water Division with the Electrical Division. Governing Body also authorized issuing the necessary bonds for the construction of the facility in the amount of \$1.75M. We received four bids all of which were under the Architect's Estimate. The bid consisted of a base bid and two add alternates for fencing and alternating tread stairs.

The low bid was submitted by Dick Construction, Inc., in the amount of \$1,188,900.00. Accepting Alternate #1 in the amount of \$8,400.00 and Alternate #2 in the amount of \$4,500.00 brings the total cost to \$1,201,800.00. A copy of the bid tabulation is attached.

ALTERNATIVE:

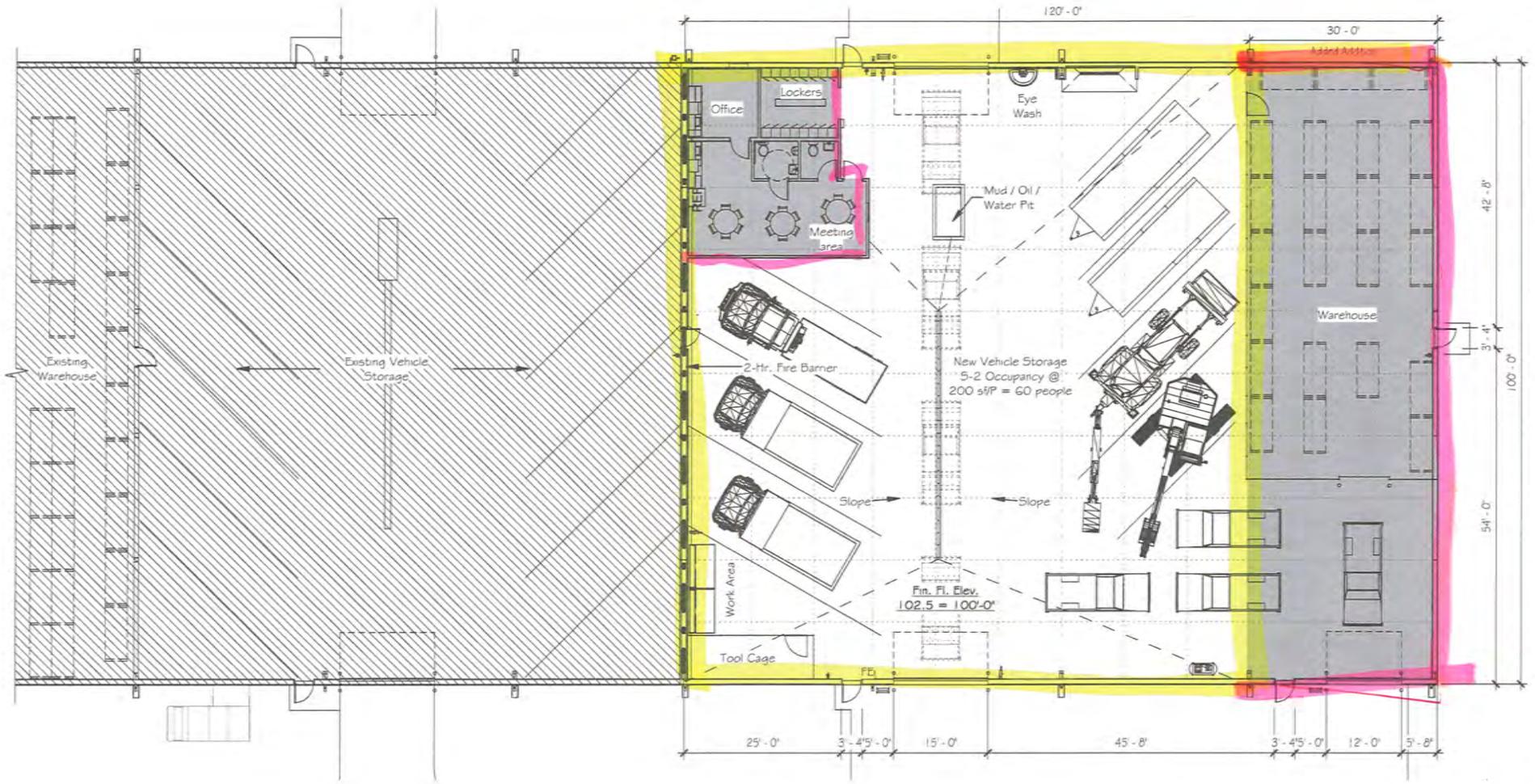
- 1) Approve the low bid from Dick Construction in the amount of \$1,201,800 for the construction of the Utility Service Center expansion, including alternates.
- 2) Do not approve the low bid from Dick Construction in the amount of \$1,201,800 for the construction of the Utility Service Center expansion.

RECCOMENDATION:

Staff recommends approval of alternative #1

FISCAL NOTE:

Funding for this project has been secured in the 2014 bond issue.



1 Enlarged Vehicle & Warehouse Plan
 1/16" = 1'-0"

3/23/2015 1:46:55 PM

THE ARCHITECT BRUCE GLASS, AIA 385 NORTH MAIN STREET GARDEN CITY, KS 67846 PHONE: (620) 271-0934 EMAIL: bglass@bruceglass.com	
UTILITY SERVICE CENTER ADDITION CITY OF GARDEN CITY 140 HARVEST STREET, GARDEN CITY, KS 67846	
TITLE 30' Bay Addition	DRAWN BY Author
JOB NUMBER 214.014	DATE 02/26/14
SHEET NUMBER 103	



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

Memorandum

TO: *City Commission*

FROM: *Matt Allen*

SUBJECT: *Interlocal Agreement between City of Garden City, Kansas and County of Finney, Kansas*

DATE: *April 7, 2015*

ISSUE:

The County of Finney, Kansas intends to conduct an efficiency review of its information technology (IT) operations and through this agreement the City would authorize Jennifer Cunningham, City employee, to provide IT consulting services to the County for a fee to be paid by the County to the City. The consolidation of the City IT and County IT would also be explored through these consulting services. The interlocal agreement is necessary to specify the arrangement between the parties.

BACKGROUND:

City employee, Jennifer Cunningham has been working for the City of Garden City Information Technology (IT) department since November of 2014. During the joint City/County Commission meeting this year the two commissions discussed looking into the possibility of consolidating the City of Garden City Information Technology Department and the Finney County Information Technology Department. All members of both commissions believed it was something that could be beneficial and that they would be interested in exploring. From that meeting discussions developed between the City Manager, County Administrator and Jennifer Cunningham regarding the scope and arrangements to be made to facilitate the research and development of that project. From those discussions, City Attorney, Randy Grisell drafted the interlocal agreement now before the City Commission.

ALTERNATIVES:

1. Approve this agreement and allow it to take effect May 1, 2015.
2. Approve this agreement, but with changes suggested by the City Commission.
3. Deny this agreement.

RECOMMENDATION:

Approve this agreement and allow it to take effect May 1, 2015.

FISCAL NOTE:

The County of Finney, Kansas shall pay the City for the IT consulting services of Cunningham, the following:

- May 1, 2015 = \$5,300
- September 1, 2015 = \$5,300
- January 18, 2015 = \$5,300

The City of Garden City will then disperse these funds to Cunningham in the form of additional compensation.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GARDEN CITY, KANSAS,
AND THE COUNTY OF FINNEY, KANSAS**

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (**City**), and the COUNTY OF FINNEY, KANSAS (**County**).

WHEREAS, it is the desire of **City** and **County** to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

WHEREAS, **County** intends to conduct an efficiency review of its information technology (IT) operations; and

WHEREAS, **City** employee Jennifer V. Cunningham (Cunningham) possesses an expertise to provide IT consulting services to **County**; and

WHEREAS, **City** would authorize Cunningham to provide IT consulting services to **County** for a fee to be paid by **County** to **City**; and

WHEREAS, it is necessary for **City** and **County** to enter into this Agreement for the purpose of specifying the arrangement between the parties for payment of the IT consulting services of Cunningham.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. AUTHORITY TO CONTRACT. **City** and **County** possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908, K.S.A. 19-101, K.S.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.

2. ADOPTION. **City** and **County** shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

3. DURATION. This Agreement shall be for a term of nine (9) months beginning May 1, 2015, and ending January 31, 2016.

4. SEPARATE ENTITY/ADMINISTRATION. It is not the intent of **City** and **County** to create a separate legal or administrative entity to perform the functions of this Agreement. The City Manager of **City** and the County Administrator of **County** shall be responsible for administration of this Agreement, subject to approval by the governing bodies of **City** and **County**.

5. PURPOSE. The purpose of this Agreement is to allow Cunningham to conduct an efficiency review of **County** IT operations and to also explore the potential for coordinated or consolidated IT services between **City** and **County**.

6. MANNER OF FINANCING. The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by **City** and **County**.

7. TERMINATION. This Agreement may not be terminated by either party, except in the case of default.

8. DEFAULT. Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of default. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

9. PAYMENT FOR SERVICES. **County** shall pay **City** for the IT consulting services of Cunningham, the following:

May 1, 2015	\$5,300
September 1, 2015	\$5,300
January 18, 2016	\$5,300

10. LEGAL RESPONSIBILITY. It is not the intent of **City** or **County** to relieve either party of any obligation or responsibility imposed upon a party by law.

11. CONTROL OF LEGISLATURE. The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas.

12. EFFECTIVE DATE. This Agreement shall take effect on May 1, 2015, and after its approval by the Board of County Commissioners of Finney County, and the City Commission of the City of Garden City, Kansas.

13. GENERAL COVENANTS.

(a) All notices which are 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, and addressed as follows:

- (1) If to **City**:
City Manager
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846
- (2) If to **County**:
County Administrator
311 North Ninth Street
P. O. Box M
Garden City, Kansas 67846

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 document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, subject to approval of the governing body of each party.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated below.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Roy Cessna, Mayor

ATTEST:

Celyn N. Hertado, City Clerk

COUNTY OF FINNEY, KANSAS

Date

By _____
Duane Drees, Chairman
Board of County Commissioners

ATTEST:

Elsa Ulrich, County Clerk

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of April, 2015, before me a Notary Public in and for the County and State aforesaid, came Roy Cessna, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Notary Public

My Commission Expires:

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of April, 2015, before me a Notary Public in and for the County and State aforesaid, came Duane Drees, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Notary Public

My Commission Expires:

Memo

To: City of Garden City Commissioners
Matt Allen, Garden City Manager

From: Randy Partington

Date: April 7, 2015

Re: New Correction Building Costs

Last year, Finney County voters approved a ¼ cent county-wide sales tax for the construction of a new correction services center that will house the County's Youth Services and Community Corrections departments along with the 25th Judicial District's Court Services. The County's share of the sales tax goes toward the bond payment to make this building a reality. The City of Garden City and City of Holcomb also benefit from the sales tax as they each receive a portion of the collections based on assessed valuation and population.

Finney County appreciates the time of Garden City staff in educating the citizens of Garden City how the passage of this sales tax would not only assist in the construction of the correction building, but would also be a positive revenue source for the City. Since the City is receiving benefits of the county-wide sales tax, the County Commission is hopeful that the City will also be willing to cover a small portion of the cost that is involved with city utilities.

At the last joint governing body meeting that was held on March 2, 2015, Finney County Commissioners requested the City's assistance in limiting costs of the building project by waiving the utility connection fees. Based on information received from the Community Development Department, the utility connection fees for this building are as follows:

Water	\$8,973
Wastewater	\$550
Electrical	\$50,565
TOTAL	\$60,088

The Finney County Commission is hereby requesting that the utility connection fees in an amount not to exceed \$60,088 be waived by the City of Garden City for the new correction services building.

Thank you for your time and consideration of this important community issue.



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 and City Engineer Steve Cottrell

Date: April 1, 2015

Re: Appointment of Selection Committee – Architectural Firm Central Fire Station Addition and Remodel

ISSUE

The Fire Department has issued a Request for Qualifications for design services for the addition to the Central Station. The governing body is asked to appoint a member of the City Commission to the selection committee. Historically, the Mayor will offer a name for the governing body's confirmation.

BACKGROUND

One of the goals set by the Governing Body for 2015-2016 is to design the addition to the Central Fire Station. The accompanying RFQ has been sent to the local architectural firms, with a response date of April 17, 2015.

ALTERNATIVES

- 1) The Mayor may appoint a Commissioner to the selection committee..
- 2) The Governing Body may choose not to appoint a member to the selection committee.

RECOMMENDATION

Staff requests that the governing body appoint a commissioner to the selection committee..

FISCAL

Costs of the design services are included in the 2015 Fire Department budget.

Allen Shelton

Consent Agenda



Inspiring conservation of
wildlife and wild places.

KRISTI NEWLAND
Director
Kristi.Newland@gardencityks.us

JORDAN PIHA
General Curator
Jordan.Piha@gardencityks.us

NEIL ELMS
Facilities Manager
Neil.Elms@gardencityks.us

312 Finnup Drive
Garden City, KS 67846

Phone (620) 276-1250
Fax (620)-276-1259
Zoo.Department@gardencityks.us
www.leerichardsonzoo.org

*Lee Richardson Zoo is accredited
by the Association of Zoos and
Aquariums and is dedicated to
recreation, conservation,
education, and scientific studies.*

ACCREDITED BY THE
**ASSOCIATION
OF ZOOS &
AQUARIUMS**

March 31, 2015

To: City Commission
Cc: Matt Allen, City Manager

From: Kristi Newland, Zoo Director

Issue:
Approval of bid for replacement of Zoo van.

Background:

Lee Richardson Zoo has a multi-passenger van that is used to transport staff and animals in order to offer educational programs off-site. Offsite programs reached 18,579 people in 2014. The van is also used for transportation to professional conferences within driving distance, some animal shipments, and general zoo use.

The zoo's replacement plan for the van is to budget for a new or program vehicle every 6 years in order to reduce repair costs and maintain reliability. The current van, a 2006 model, was purchased in 2006 as a program vehicle. The vehicle recommended for purchase at this time is a 2012 model with 22,202 miles (also a program vehicle). The vehicle specified in the bid will meet the zoo's needs.

Alternatives:

1. Approve bid for replacement vehicle.
2. Decline bid for replacement vehicle.

Recommendation:

Zoo Staff recommends approval of this request.

Fiscal Note:

Expenses will be covered from within the zoo budget. The zoo budgeted \$25,000 (\$21,000 in Zoo Administration/Education New Equipment and \$4,000 from Zoo-Fee based programs) for this purchase. The bid proposed for approval came in under budget at \$22,999, including a 5 year/100,000 mile powertrain warranty. The current zoo van will be transferred to the City of Garden City IT division. The van currently utilized by the IT division (2001 model) will be used as a trade-in for the replacement zoo van. This is included in the bid mentioned above.

**CITY OF GARDEN CITY
EIGHT PASSENGER VAN**

BID TABULATION SHEET

DEPT.

BUDGET

Date & Time: Wednesday, 25 March 2015 10:00 AM
 Equipment: One (1) 8 Passenger Front-Wheel Drive Van
 Location: Lee Richardson Zoo Office

Zoo

\$25,000.00

BIDDERS	COST	LESS GOVT DISCOUNT	TRADE IN	TOTAL CITY COST	EXCEPTIONS & COMMENTS
Burtis Motor Co. Eldon Dailey (620) 275-6171	\$23,999.00		\$1,000.00	\$22,999.00	2012 Chrysler Town & Country Touring - Odometer 22,202 Delivery time: 1 week Warranty: Powertrain Coverage: 5 years/100,000 mile
Lewis Motor Company	no bid				
Western Motor	no bid				



**COMMUNITY
DEVELOPMENT
DEPARTMENT**
SERVING THE
CITIES OF
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY
620-276-1170

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

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

PLANNING AND
ZONING
620-276-1170
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www.garden-city.org

MEMORANDUM

DATE: March 31, 2015
TO: Mayor & City Commission
FROM: Kaleb Kentner, Planning & Community Development Director
cc: File
RE: 2015 Vegetation Mowing Applicant

Issue: 2015 Vegetation Mowing Applications for Code Violations

Background: The Community Development Department has received applications from Nora Guerrero, Cole Mason, Charles B. Sinclair and Tyler Schiffelbein, for the 2015 vegetation mowing season at the following rates:

Small Lots- \$30/ hour
Large Lots- \$70/ hour

Lot size is determined by the Code Compliance Officer.

Alternatives:

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

Recommendation: Staff recommends approving all applications submitted.

Fiscal Impact: Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through either collections or through specials assessed to the property.

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE OF ALL CLAIMS

THIS AGREEMENT is made and entered into this 2 day of march 2015, by and between KEITH ALEXANDER, (hereinafter referred to as "Claimant") and Jerred Stritt, individually, and the City of Garden City, Kansas (a municipal corporation), which includes the Garden City Police Department, their elected officials, officers, and employees, and (hereinafter referred to collectively as "Respondent"). Claimant and Respondent together will be called the "Parties".

This Agreement is entered into to settle this matter and extinguish any and all allegations, claims and counterclaims by the Parties and is made with reference to the following facts:

- A. On November 10, 2014, Claimant sent a 12-105b letter to the City Clerk of Garden City, Kansas regarding his claims for injuries against Garden City Police Officer Jerred Stritt arising out of a vehicle stop on February 3, 2014 (hereinafter "the Incident".)
- B. Claimant's allegations included negligence, assault, battery, intentional infliction of emotional distress, negligent infliction of emotional distress, false arrest, excessive force, and racial discrimination in violation of 42 U.S.C. § 1983, and the United States Constitution.
- C. Claimant offered to settle any and all claims arising out of this incident for TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00).
- D. Respondent accepted Claimant's offer and agreed to pay TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00) as full and final settlement of any and all claims arising out of this incident.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and in full and final settlement of the disputes and differences between the parties, they agree as follows:

- 1. Respondent shall pay to Claimant TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00) on or before April 1, 2015.
- 2. Claimant, in consideration for the sum of TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00), to be paid by Respondent, shall upon receipt of said funds, release and discharge Respondent, their agents, attorneys, employees, representatives, subsidiaries, successors, heirs, and insurance carriers from any and all claims, causes of action, and demands of every kind or nature, known or unknown, anticipated or unanticipated, suspected or unsuspected, including but not limited to any claim for increased damages for changed conditions and consequences flowing therefrom and any claim that could have been asserted by Claimant now or under any circumstances could or might have asserted against Respondent, arising out of, or in any manner pertaining to, any and all losses, injuries, costs, damages, or expenses, whatsoever, resulting from, or in any way growing out of, the Incident. Furthermore, the consideration expressed herein shall be considered non-economic compensation for

tax purposes.

3. Except for the obligations imposed by this Agreement, the Parties and their heirs, children, next of kin, spouse, relatives, executors, administrators, successors, predecessors and successors, affiliates, sister companies, subsidiaries, officers, directors, shareholders, employees, attorneys, agents, insurers, assigns and any and all persons or entities acting on their behalf or in their interests, hereby release, acquit, and forever discharge each other their heirs, children, next of kin, spouse, relatives, executors, administrators, successors, predecessors and successors, affiliates, sister companies, subsidiaries, officers, directors, shareholders, employees, attorneys, agents, insurers, assigns and any and all persons or entities acting on their behalf or in their interests from all accrued claims, demands, causes of action, damages, costs, and attorneys fees, whether now known or unknown, suspected or unsuspected, foreseen and unforeseen arising out of or relating to the Incident.
4. This Agreement may be executed in counterparts. This Agreement shall be interpreted pursuant to the laws of Kansas. This is the entire Agreement and it contains all of the terms of the Agreement. Anything not in this Agreement shall not be binding on the Parties.

IN WITNESS WHEREOF, the parties hereto execute this Settlement Agreement and Release of all Claims on the date first above written.

Keith Alexander 3-2-15
Claimant Keith Alexander Date

Garden City, Kansas Representative Signature Date

Roy Cessna, Mayor

Representative's Printed Name and Title
Jerred Stritt 03-29-15
Jerred Stritt, Individually Date



**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 : March 19, 2015
RE : Jennie Barker Rd Overhead to Underground Power Cable

ISSUE:

Bids were solicited from six (6) vendors for underground primary power cable. All six (6) vendors returned bids on March 18, 2015 at 2 pm CT to the Electric Service Center 140 Harvest Street. Bid reviews are included.

BACKGROUND:

The Electric Division will be using this cable for the overhead to underground project along Jennie Barker Road from Spruce Street to Schulman Avenue.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends awarding the bid to Wesco Distribution in the total amount of \$231,082.42 (\$213,272.50 net, \$17,709.92 tax)

FISCAL NOTE:

The Electric Division has budgeted \$1,092,600 in its revised 2015 budget (Distribution Fund, GL Fund #068-41-411-6040.01) to pay for this project.

Power Cable Bid Sheet

Resitech

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	16 weeks	CME	\$14.74	\$176,892.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	16 weeks	CME	\$4.73	\$47,330.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	16 weeks	CME	\$2.30	\$17,274.00

Kriz-Davis

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	14-15 weeks	Okonite	\$14.60	\$175,150.56
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	14-15 weeks	Okonite	\$4.36	\$43,587.50
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	Stock	Okonite	\$2.10	\$15,742.28

Techline

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	Late on bid	Late on bid	Late on bid	#VALUE!
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	Late on bid	Late on bid	Late on bid	#VALUE!
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	Late on bid	Late on bid	Late on bid	#VALUE!

Wesco

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	14 week	CME	\$13.18	\$158,160.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	14 week	CME	\$3.98	\$39,800.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	14 week	CME	\$2.06	\$15,412.50

Stanion

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	7 weeks	Kerite	\$17.78	\$213,312.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	7 weeks	Kerite	\$5.09	\$50,940.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	7 weeks	Kerite	\$2.47	\$18,555.00

HD Supply

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	14-15 weeks	Okonite	\$15.50	\$186,000.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	14-15 weeks	Okonite	\$4.50	\$45,000.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	2-4 weeks	Okonite	\$2.16	\$16,200.00

Wesco

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	7 week	Kerite	\$18.35	\$220,200.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	7 week	Kerite	\$5.18	\$51,800.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	7 week	Kerite	\$2.49	\$18,675.00

Kriz-Davis

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000	7 weeks	Kerite	\$17.96	\$215,520.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500	7 weeks	Kerite	\$5.15	\$51,500.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500	7 weeks	Kerite	\$2.50	\$18,750.00

Bid winner

Type	Insulation	Insulation Level	Conductor Size	Conductor Metal	KV	Power or Dist	Shield	Stranding	Concentric	Neutral	Quantity in Feet	Reel Quantity in Feet	Availability	Manufacturer	Price per foot	Total
MV-105	EPR	133%	750	Copper	35	Power	Tape Shield	Compact	No	No	12000	2000		Wesco	\$13.18	\$158,160.00
MV-105	EPR	133%	500	Aluminum	15	Dist	No	Compressed	Yes	one third	10000	2500		Wesco	\$3.98	\$39,800.00
MV-105	EPR	133%	1/0	Aluminum	15	Dist	No	Compressed	Yes	Full	7500	2500		Wesco	\$2.06	\$15,412.50

\$213,372.50
\$17,709.92
\$231,082.42



**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

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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 : March 31, 2015
RE : Contractual services for Jennie Barker Road Overhead to Underground
Spruce to Schulman

ISSUE:

Bids were solicited from six (6) contractors to do trenching and installation of conduit, switch vaults and transformer vaults. One (1) contractor returned bids on March 31, 2015 at 2 pm CT to the Electric Service Center 140 Harvest St. Bid reviews are included.

BACKGROUND:

The Electric Division is in the process of undergrounding two primary circuits from overhead to underground along Jennie Barker Road. This requires installation of trench, conduit, switch /splice vaults and transformer vaults to replace the conductor and maintain existing and future electrical customer needs along this route.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends awarding the contract in the total amount of \$71,900.00.

FISCAL NOTE:

The Electric Division has budgeted \$1,092,600 in its revised 2015 budget (Distribution Fund, GL Fund #068-41-411-6040.01.) to pay for this project.

Contractor Bid Sheet

Contractor	Base Bid				
	Jennie Barker Excavation & Conduit Installation	Linear per Foot Cost or Cost of Installation	# OF UNITS REQUIRED	Net Cost	Project Cost
Dick		20	2400	\$ 48,000.00	\$ 71,900.00
Dreiling		No Bid	2400		
Underground		No Bid	2400		
Speer		No Bid	2400		
Lee		No Bid	2400		
Electricomm		No Bid	2400		
Engineer's		\$ 21.00	2400	\$ 50,400.00	\$ 75,375.00
	Vault Excavation				
Dick		600	5	\$ 3,000.00	
Dreiling		No Bid	5		
Underground		No Bid	5		
Speer		No Bid	5		
Lee		No Bid	5		
Electricomm		No Bid	5		
Engineer's		\$ 1,000.00	5	\$ 5,000.00	
	Amy and Sewer Lift Compaction				
Dick		12	200	\$ 2,400.00	
Dreiling		No Bid	200		
Underground		No Bid	200		
Speer		No Bid	200		
Lee		No Bid	200		
Electricomm		No Bid	200		
Engineer's		\$ 17.00	200	\$ 3,400.00	
	Transformer Installation				
Dick		400	5	\$ 2,000.00	
Dreiling		No Bid	5		
Underground		No Bid	5		
Speer		No Bid	5		
Lee		No Bid	5		
Electricomm		No Bid	5		
Engineer's		\$ 500.00	5	\$ 2,500.00	
	Transformer Pad				
Dick		2000	1	\$ 2,000.00	
Dreiling		No Bid	1		
Underground		No Bid	1		
Speer		No Bid	1		
Lee		No Bid	1		
Electricomm		No Bid	1		
Engineer's		\$ 975.00	1	\$ 975.00	
	Single Conduit Bore or Trench & Installation				
Dick		12	675	\$ 8,100.00	
Dreiling		No Bid	675		
Underground		No Bid	675		
Speer		No Bid	675		
Lee		No Bid	675		
Electricomm		No Bid	675		
Engineer's		\$ 9.00	675	\$ 6,075.00	
	Fill Sand				
Dick		8	800	\$ 6,400.00	
Dreiling		No Bid	800		
Underground		No Bid	800		
Speer		No Bid	800		
Lee		No Bid	800		
Electricomm		No Bid	800		
Engineer's		\$ 10.00	800	\$ 8,000.00	



**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

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MEMORANDUM

TO : Governing Body
THRU: Matt Allen, City Manager
FROM: Mike Muirhead, Public Utilities Director
DATE : March 31, 2015
RE : Padmounted Switchgear for Jennie Barker Road Overhead to
Underground Project

ISSUE:

Bids were solicited from five (5) vendors for the Padmounted Switchgear. Five (5) vendors returned bids, on March 19, 2015 at 2 pm CT, to the Electric Service Center 140 Harvest Street. Bid review is included.

BACKGROUND:

The Electric Division is in the process of undergrounding two primary circuits from overhead to underground. This requires padmounted switchgear to continue to operate the distribution circuit along this route for the existing and future customer needs.

ALTERNATIVES:

Accept the low bid from Stanion Wholesale Electric Co.
Reject all bids and direct staff to re advertise for bids.

RECOMMENDATION:

Staff recommends awarding Stanion Wholesale Electric Co. in the total amount of \$38,932.77 (\$35,949.00 net, \$2,983.77 tax) for the switchgear.

FISCAL NOTE:

The Electric Division has budgeted \$1,092,600 in its revised 2015 budget (Distribution Fund, GL Fund #068-41-411-6040.01.) to pay for this project.

Switchgear Bid Sheet

Vendor	Part #	Manufacturer	Quantity	Price Each	Delivery	Net Each	Net	Tax	Total
Techline	FE312266FMMXX0007	Hubbell	3	\$16,044.00	11-13 weeks	\$48,132.00		\$ 3,994.96	\$ 52,126.96
Station	FTDF-315-126PF-AB-AJ20-B5-LBI-SB1	FP	3	\$9,763.00	6-8 weeks	\$29,289.00			
	Smu-20 End Fittings		18	\$215.00		\$3,870.00			
	40-E 14.4 kv fuses		18	\$155.00		\$2,790.00	\$35,949.00	\$2,983.77	\$38,932.77
HD Supply	FTDF-315-126PF-AB-AJ20-B5-LBI-SB1	FP	3	\$10,082.00	6-8 weeks	\$30,246.00			
	Smu-20 End Fittings		18	\$225.00		\$4,050.00			
	40-E 14.4 kv fuses		18	\$160.00		\$2,880.00	\$37,176.00	\$3,085.61	\$40,261.61
Kriz-Davis	1006333	Durham	3	\$13,402.06	6-8 weeks	\$40,206.18		\$3,337.11	\$43,543.29
Wesco	FTDF-315-126PF-AB-AJ20-B5-LBI-SB1	FP	3	\$9,868.00	8 weeks	\$29,604.00			
	Smu-20 End Fittings		18	\$279.00		\$5,022.00			
	40-E 14.4 kv fuses		18	\$120.00		\$2,160.00	\$36,786.00	\$3,053.24	\$39,839.24



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: April 1, 2015
SUBJECT: 2015 Street Sealing Project Bids

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 street sealing bids opened Wednesday, April 1, 2015 at 10:00 am.

DISCUSSION

Chip seals have been used by the City as a preventative process to rehabilitate weathered asphalt surfaces. The community is divided into six equal segments which we call "cycles". The streets (cycle two) scheduled this year are located south of Mary Street to Kansas Avenue between Taylor Avenue and Third Street (map attached).

The following are the low bids for 2015:

Description	Quantities	Unit/Pricing	Costs
Huber Sand (ton)	4,900	\$17.75	\$ 86,975.00
Ergon Asp. & Emulsions (gal)	90,600	\$2.80	\$ 253,680.00
B&H Paving (s.y.)	362,250	\$0.2040	\$ 73,899.00
		Total Cost	\$ 414,554.00

The bid tabulation sheet¹ and map² has been included for the Governing Body's review.

ALTERNATIVES

Alternate 1: Approve the low bids from Huber Sand for \$86,975.00, Ergon Asphalt & Emulsions for \$253,680.00 and B & H Paving for \$73,899.00.

Alternate 2: Reject the low bids and forego the Annual Street Sealing Program for 2015.

RECOMMENDATIONS

Staff recommends Governing Body consideration and approval of Alternate 1.

FISCAL IMPACT

Budgeted \$447,000 from Special Trafficway Fund # 032-21-211-5530.07.

¹ Bid Tabulation Sheet

² Map

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Bid Tabulation

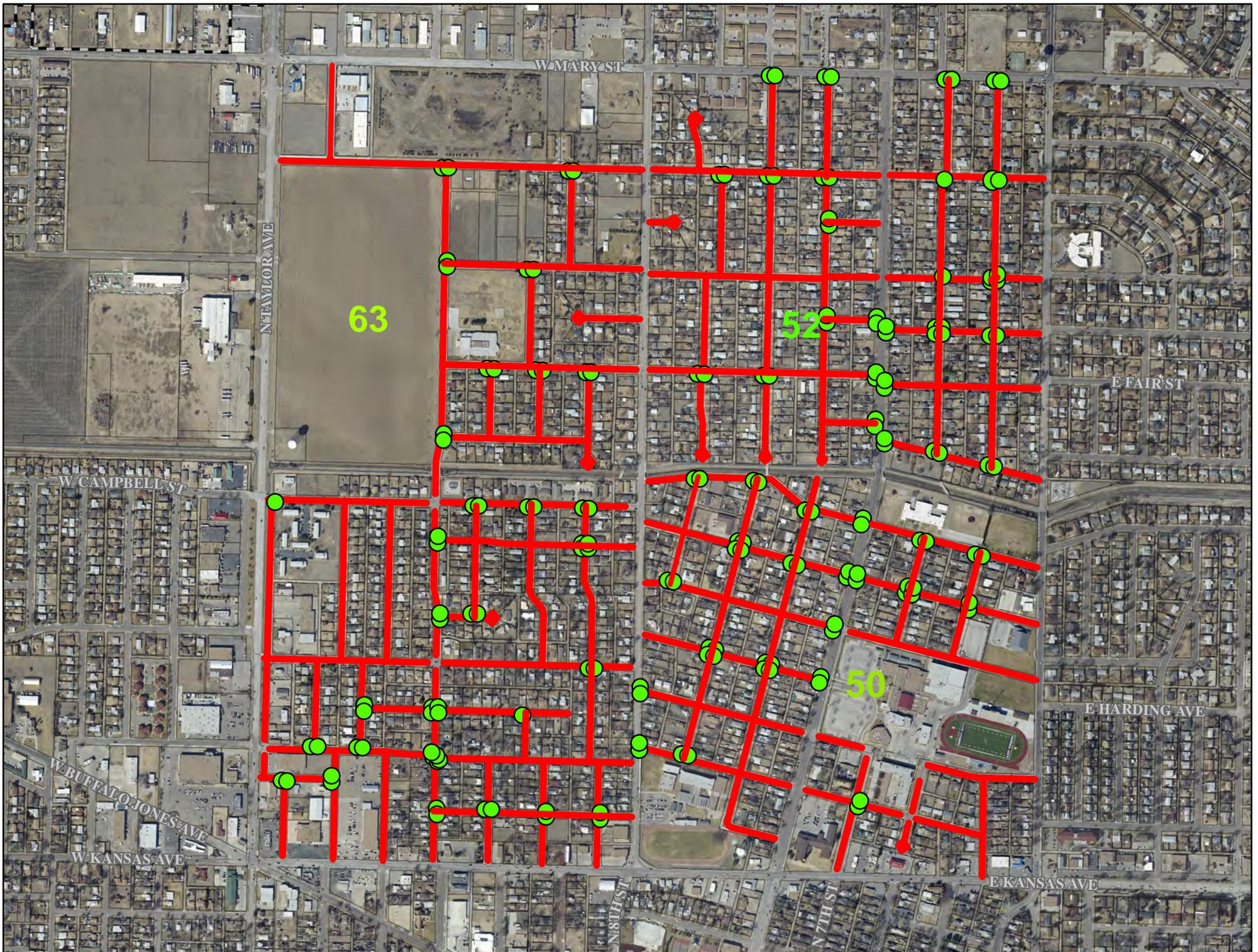
4/1/15 10:00 am

CITY OF GARDEN CITY, KANSAS
PUBLIC WORKS DEPARTMENT

2015 - STREET SEALING PROJECT

			B & H Paving Scott City, KS		Hi-Plains Kanopolis, KS		Circle C Goddard, KS		Apac Dodge City, KS	
Item	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PART A - SEAL COAT										
Seal Coat	S.Y.	362,250	\$ 0.2040	\$ 73,899.00	\$ 0.2525	\$ 91,468.13	\$ 0.38	\$ 137,655.00	\$ 0.40	\$ 144,900.00
			Ergon Solomon, KS		Vance Kansas City, MO					
Item	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PART B - CUTBACK ASPHALT SUPPLY										
MC-3000	Gallons	90,600	\$ 2.800	\$ 253,680.00	\$ 3.1000	\$ 280,860.00		\$ -		\$ -
			Huber Sand Garden City, KS		Klotz Sand Holcomb, KS					
Item	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PART C - COVER MATERIAL										
Gravel CM-A, delivered	Tons	4,900	\$ 17.75	\$ 86,975.00	\$ 18.25	\$ 89,425.00		\$ -		\$ -

Parts A, B, C are not tied.



W MARY ST

N TAYLOR AVE

63

52

E FAIR ST

W CAMPBELL ST

50

E HARDING AVE

W BUFFALO JONES AVE

W KANSAS AVE

N 8TH ST

N 7TH ST

E KANSAS AVE



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: April 1, 2015
SUBJECT: 2015 Mastic Street Sealing Bids

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

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ISSUE

Staff is requesting Governing Body consideration of accepting the low mastic street sealing bids for major roadways that was opened Wednesday, April 1, 2015 at 10:00 am.

DISCUSSION

The City has researched a new method for sealing asphalt surfaces by using an emulsion based product which includes the aggregate in the mixture. There is no sand cleanup after the product has been applied and the surface has a more of a black appearance. It looks more like an overlay versus a chip seal. City crews have used this product for Talley Trail and other local streets with good results. The Governing Body approved the use of the Federal Exchange Funds for this project in 2014.

The following are the low bids for 2015:

Description	Quantities	Unit/Pricing	Costs
Seal-Tite of Arklahoma (gal)	60,000	\$2.77	\$ 166,200.00
Circle C Paving (s.y.)	238,700	\$0.40	\$ 95,480.00
		Total Cost	\$ 261,680.00

The bid tabulation sheet¹ and map² has been included for the Governing Body's review.

ALTERNATIVES

Alternate 1: Approve the low bids from, Seal-Tite of Arklahoma, LLC for \$166,200.00 and Circle C Paving and Construction, LLC for \$95,480.00.

Alternate 2: Reject the low bids and forego the Mastic Street Sealing Project for 2015.

RECOMMENDATIONS

Staff recommends Governing Body consideration and approval of Alternate 1.

FISCAL IMPACT

Budgeted \$326,450 from Community Trust Reserve Fund # 008-17-000-5237.21.

¹ Bid Tabulation for Mastic Sealing

² Map

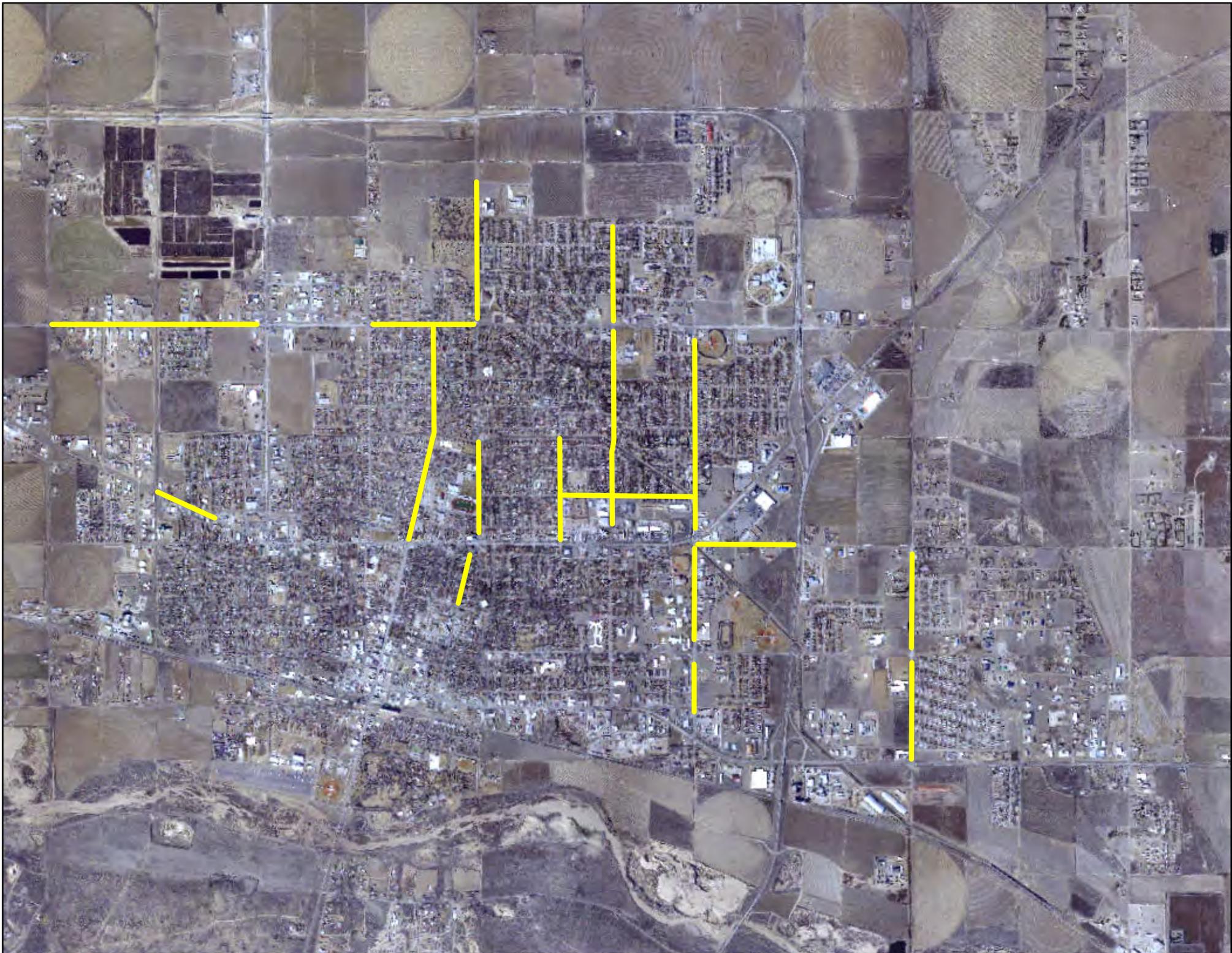
Bid Tabulation

4/1/15 10:00 am

2015 - MAJOR SEALING PROJECT

			Circle C Goddard, KS							
Item	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PART A - SEAL COAT										
Mastic Surface Treatment	S.Y.	238,700	\$ 0.4000	\$ 95,480.00		\$ -		\$ -		\$ -
			Seal-Tite Mulberry, AR		Hall Brothers Marysville, KS		Vance Kansas City, MO		Ergon Solomon, KS	
Item	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PART B - EMULSION ASPHALT SUPPLY										
Mastic Surface Treatment using asphalt emulsion	Gallons	60,000	\$ 2.770	\$ 166,200.00	\$ 2.9800	\$ 178,800.00	\$ 3.050	\$ 183,000.00	NO BID	

Parts A, & B are not tied.





Memo

To: City Commission
 From: Kaleb Kentner
 CC: File
 Date: February 17, 2015
 Re: GC2015-12, REPLAT – of Clarion Park Estates

ISSUE: Consideration of the replat of the Final Plat of Clarion Park Estates

BACKGROUND: At the request of Ken Parks, the Planning Commission is asked to review and consider the Clarion Park Estates – First Replat. This is a replat of the Clarion Park Estates subdivision. The land area, which is the same as the original plat, is approximately 13.65 acres. There will be a change in the number of lots this plat will yield. This replat will yield fifty one (51) lots which is down one lot from the original plat. (Refer to attached plat.)

The changes on this replat include the following:

1. To realign the jog in Warrior Street.
2. To vacate the alley located to the east of block 4, including the small portion that wraps around the south of lot 7 and exits onto Warrior Street. (Refer to highlighted section of the attached plat.)
3. To acquire a small piece of land to add to lot 8 of Block 6. This triangular piece was included in the right-of-way along Spruce Street and Jennie Barker Road on the original plat. (Refer to highlighted section of the attached plat.)
4. Lot 11 will be removed from Block 2 for drainage purposes. This will bring the number of single family home lots to thirty five (35).

These changes will affect the solid waste schedule. While most of the alleys remain in the northern section of the subdivision, the developer has requested the entire subdivision be serviced with poly carts only. The amended Development Plan for the Clarion Park RHID addresses this issue. This amended Development Plan is scheduled to go before the City Commission on April 7, 2015.

The developer will also be responsible for the ten thousand four hundred dollar (\$10,400.00) park or open space dedication fee (billed at two hundred dollars (\$200.00) per lot) which is mentioned in the Development Plan but has not yet been collected.

ALTERNATIVES: The Commission may:

1. Approve the replat
2. Not approve the replat

RECOMMENDATION: Staff recommends approval of the Plat and that a signed Development Agreement between the City and the Developer that will be included in the Development Plan for the Clarion Park Estates RHID.

PLANNING COMMISSION: The Planning Commission recommended approval of the First Replat of Clarion Park Estates

Present- 8
 Yea- 8
 Nay- 0

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**These minutes are draft only. They have not been approved by the Planning Commission.*

3/19/2015

GC2015-12: Replat of Clarion Estates, Ken Parks

Staff Davidson reads staff report.

Ken Parks- The setbacks on the southern lots haven't changed. They are the same as they were on the original plat. We now have a lot more information from the utility companies then we did when we first went through this process for the original plat. We now know exactly where we are going to put the utilities. We were able to do a much better job with the utility easements.

Member Laubach- So you are square with the utility companies concerning the easements.

Ken Parks- Yea.

Member Laubach- I want to make sure that I am reading this right. How many ingress/egress are there on the property? Is there only one access to the development?

Ken Parks- There is the one on Spruce, another on Jennie Barker, and actually there is a third where we are connecting to Amy Street.

Member Lucas- Are we satisfied that this infrastructure will satisfactorily meet the traffic demand?

Secretary Kentner- Yes.

MEMBER LAUBACH MAKES MOTION TO APPROVE.

MEMBER GERMANN SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea

Motion passed.



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 3/14/2015
Re: GC2015-13 – Final Plat of Chappel Heights Unit Two

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ISSUE: Approval of the Final Plat of Chappel Heights Unit Two

BACKGROUND: At the request of Bernard Chappel, the Planning Commission is asked to review and consider the Final Plat of Chappel Heights Unit Two. This will be the second phase of the Chappel Heights Subdivision. This is a one hundred and forty six (146) acre subdivision, with the development of phase one already underway. The land area of phase two is approximately 13.58 acres, and this plat will yield thirty six (36) single family lots.

Dedications and Easements: The final plat has gone through a site plan review but has not been approved at this time. This plat will dedicate a sixty (60) foot right of way for Stetson Way and Wildwood Drive and a twenty foot (20) alley that will serve the parcels on the east side of Stetson Way. The plat also dedicates an eight (8) foot front yard easement along all public right of ways. The subdivision regulations for Garden City stipulate all lots dedicate a fifteen (15) foot front yard easement. Therefore, the applicant is requesting a waiver to reduce the required front yard easement from fifteen (15) feet to eight (8) feet. All parcels declare a twenty five (25) foot front yard setback.

Open Space Dedication: The developer will also be responsible for the seven thousand two hundred dollar (\$7,200.00) park or open space dedication fee (Section 70-2 9.130 F, Garden City Subdivision Regulations).

Development Agreement: The applicant will be required to sign a Development Agreement that will be presented at a later date. The Development Agreement will address the park and open space fee as well as details on the infrastructure improvements.

RHID: The applicant would like to establish a Rural Housing Incentive District (RHID) for Chappel Heights Unit Two. This will need to be established by ordinance. Depending on the results of the most current housing study, the commissioners may adopt a RHID for this phase. If an RHID is established, a Development Agreement will be included within the Development Plan. However, if the RHID is not established, a separate Development Agreement will need to be presented and approved by the City Commissioners for this development.

Rezoning: In a separate case (GC2015-14), the developer is asking to rezone the property from "L-R" Low Density Residential District (County) to "R-1" Single Family Residential District.



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ALTERNATIVES:

1. The Commission may approve the plat as presented be contingent upon the adoption of a signed development agreement.
2. The Commission may approve the plat with changes
3. The Commission may not approve the plat.

RECOMMENDATION: Staff recommends approval of the plat contingent upon having fifteen (15) foot front yard easements, site plan approval, and a signed development agreement between the developer and the City.

PLANNING COMMISSION: On March 19, 2015, the Planning Commission recommended approval of the plat as presented with eight (8) foot front lot-line easements.

Present- 8
Yea- 8
Nay- 0

*These minutes are draft only. They have not been approved by the Planning Commission.

GC2015-13; Plat of Chappel Heights Unit II, Bernard Chappel

Staff Davidson reads staff report.

Kurth Lancaster (SMH Consultants)- If you are not familiar with the location, this plat is just east of the existing subdivision, and just up the hill.

Secretary Kentner- Will the lots on the west side of Stetson Way be served by poly-carts, or dumpsters in the alley for trash collection?

Bernard Chappel- They will be served in the alley.

Secretary Kentner- I just noticed that there isn't an alley shown on the plat, how will trash be collected?

Kurth Lancaster- The alley already exists as a part of the first phase.

Member Laubach- Maybe I missed this, but why are you wanting the 8' easement?

Kurth Lancaster- That is to reduce the number of utilities in the front. We want those in the rear.

Member Lucas- What is the reason of the 15' front easement?

Secretary Kentner- We have had a lot of developers asked to have that reduced to force the utilities into the rear.

Bernard Chappel- The only utility we have in the front is the water lines.

Member Laubach- With the utilities mostly in the back you don't really need a large front yard easement.

Bernard Chappel- Correct.

Member Lucas- Staff's recommendation for the easement is based on what is in the zoning regulations, correct?

Secretary Kentner- Yes, the Planning Commission can dictate the design of the plat. We are okay with the easement being reduced down to 8'.

Staff Davidson- We are bound to the regulations.

Member Lucas- Okay, but from a logistical standpoint staff is okay with the reduced setback although it varies from what the regulations require.

Secretary Kentner- Yes.

MEMBER LUCAS MAKES MOTION TO APPROVE THE PLAT WITH THE REDUCED FRONT YARD EASEMENT.

MEMBER LAUBACH SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea

Motion passed.

HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION

STATE OF KANSAS)
SS
FINNEY COUNTY)

This plat has been reviewed and is hereby approved this ___ day of ___, 2014.

Ken Rishel, Chairman Kate Kentner, Secretary

DESCRIPTION:

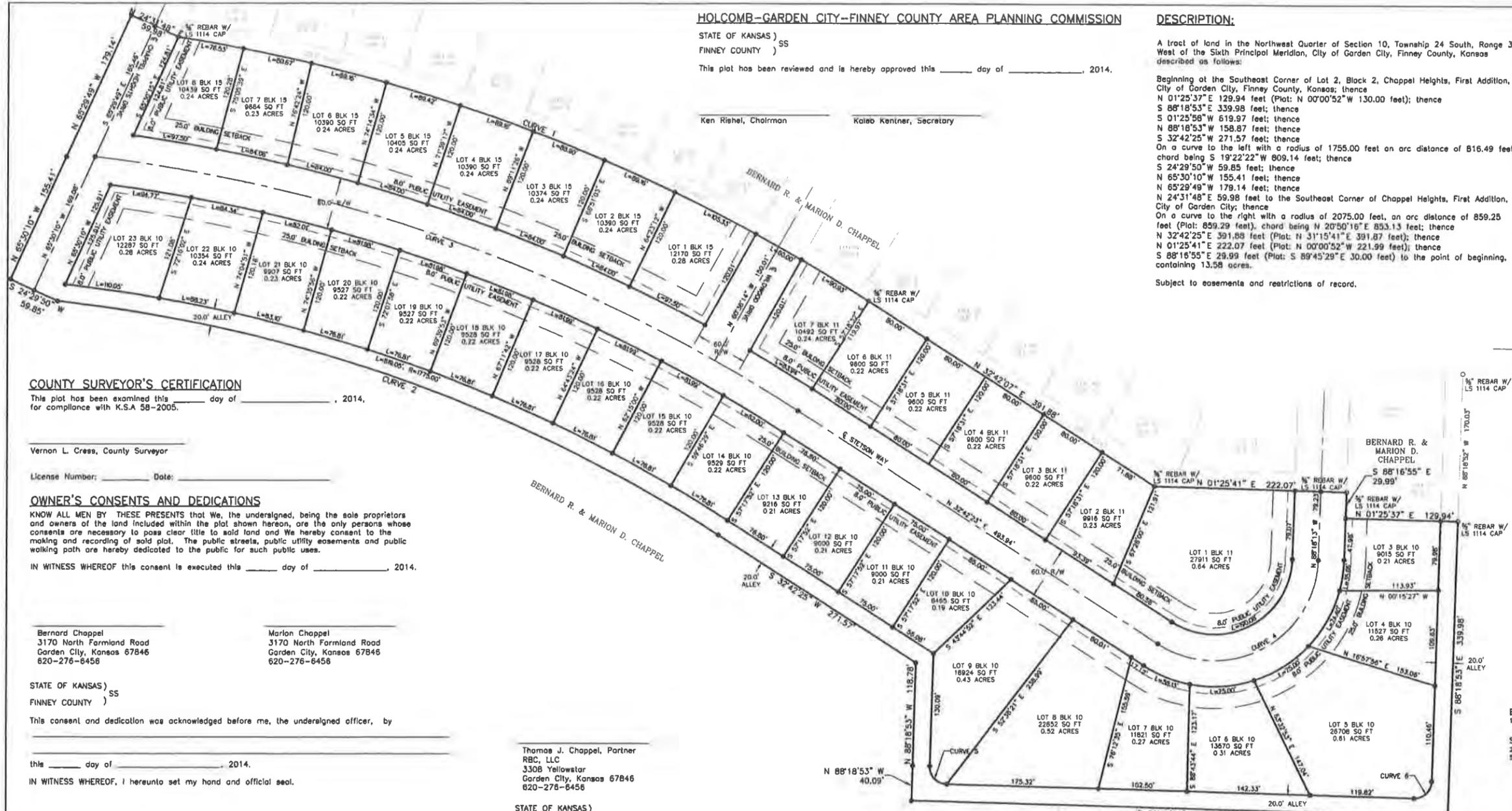
A tract of land in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the Sixth Principal Meridian, City of Garden City, Finney County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 2, Block 2, Chappel Heights, First Addition, City of Garden City, Finney County, Kansas; thence N 01°25'37" E 129.94 feet (Plat: N 00°00'52" W 130.00 feet); thence S 88°18'53" E 339.98 feet; thence S 01°25'58" W 519.87 feet; thence N 88°18'53" W 158.87 feet; thence S 32°42'25" W 271.57 feet; thence On a curve to the left with a radius of 1755.00 feet on an arc distance of 816.49 feet, chord being S 19°22'22" W 809.14 feet; thence S 24°29'50" W 59.85 feet; thence N 65°30'10" W 155.41 feet; thence N 65°29'49" W 178.14 feet; thence N 24°31'48" E 59.98 feet to the Southeast Corner of Chappel Heights, First Addition, City of Garden City; thence On a curve to the right with a radius of 2075.00 feet, an arc distance of 859.25 feet (Plat: 859.29 feet), chord being N 20°50'16" E 853.13 feet; thence N 32°42'25" E 391.88 feet (Plat: N 31°15'41" E 391.87 feet); thence N 01°25'41" E 222.07 feet (Plat: N 00°00'52" W 221.99 feet); thence S 88°18'55" E 29.99 feet (Plat: S 89°45'29" E 30.00 feet) to the point of beginning, containing 13.58 acres.

Subject to easements and restrictions of record.



VICINITY MAP (NOT TO SCALE)



COUNTY SURVEYOR'S CERTIFICATION

This plat has been examined this ___ day of ___, 2014, for compliance with K.S.A. 58-2005.

Vernon L. Cress, County Surveyor

License Number: ___ Date: ___

OWNER'S CONSENTS AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consent is necessary to pass clear title to said land and We hereby consent to the making and recording of said plat. The public streets, public utility easements and public walking path are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this ___ day of ___, 2014.

Bernard Chappel 3170 North Farmland Road Garden City, Kansas 67846 620-276-6456

Marlon Chappel 3170 North Farmland Road Garden City, Kansas 67846 620-276-6456

STATE OF KANSAS)
SS
FINNEY COUNTY)

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

this ___ day of ___, 2014.

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

Notary Public

My commission expires: ___

IN WITNESS WHEREOF this consent is executed this ___ day of ___, 2014.

Chris A. Woods, Trustee Glen Woods Trust 922 Center Street Garden City, Kansas 67846 620-272-7361

STATE OF KANSAS)
SS
FINNEY COUNTY)

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

this ___ day of ___, 2014.

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

Notary Public

My commission expires: ___

IN WITNESS WHEREOF this consent is executed this ___ day of ___, 2014.

Thomas J. Chappel, Partner RBC, LLC 3308 Yellowstar Garden City, Kansas 67846 620-276-6456

STATE OF KANSAS)
SS
FINNEY COUNTY)

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

this ___ day of ___, 2014.

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

Notary Public

My commission expires: ___

IN WITNESS WHEREOF this consent is executed this ___ day of ___, 2014.

THE CITY OF GARDEN CITY, KANSAS

STATE OF KANSAS)
SS
FINNEY COUNTY)

These rights-of-ways and easements accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, are hereby dedicated this ___ day of ___, 2014.

Don Fankhauser, Mayor

ATTEST:

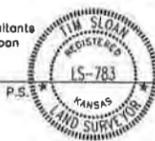
Celyn N. Hurtado, City Clerk

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
SS
FINNEY COUNTY)

I, hereby certify, that the herein described property was surveyed and subdivided by me, and that all of the subdivision exterior corner monuments actually exist and that their positions are correctly shown to the best of my knowledge and belief, and that I am a licensed Professional Land Surveyor in the State of Kansas.

SMH Consultants By: Tim Sloan



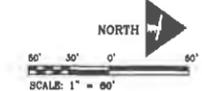
Tim Sloan, P.S. President

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
SS
FINNEY COUNTY)

This instrument was filed for record on the ___ day of ___, 2014, at ___ o'clock ___ M. and duly recorded in Book ___ on Page ___.

Ulrike Loppin, Finney County Register of Deeds



LEGEND

- MONUMENT FOUND, 5/8" REBAR, LS 1114 CAP, ORIGIN: PLAT OF CHAPPEL HEIGHTS, FIRST ADDITION
1/2" x 24" REBAR W/CLS66 CAP SET
SECTION CORNER
PLATTED DISTANCE
SURVEYED DISTANCE
ASSUMED BEARING

BOUNDARY CLOSURE: 1/387,724

Setback Requirements: 25' Frontyard Setback on all lots. Side Yard & Rear yard setbacks determined by current zoning regulations.

PROPERTY LINE CURVE DATA table with columns: No., Radius, Arc, Chord, Delta, Tangent, Bearing.

Final Plat CHAPPEL HEIGHTS, UNIT TWO an Addition to the City of Garden City, Finney County, Kansas



4201B Anderson Avenue, Suite 2 • Manhattan, Kansas 66503 (785) 778-0541 • FAX 778-9760 • Email: ulr@smhconsultants.com Project # 1409DG4027 DD #TDS 22

DECEMBER 2014

Other Entities Minutes

**HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION
AGENDA**

Thursday, March 19, 2015
9:00 A.M. City Commission Chamber – Garden City, Kansas

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify this office at (620) 276-1170 no later than 48 hours prior to the scheduled commencement of the meeting.

8:30 A.M.	WORKSHOP - AGENDA REVIEW BETWEEN STAFF AND COMMISSION MEMBERS <i>Public Comments/questions are welcome - NO DECISION CAN BE RENDERED.</i>
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- I. CHAIRMAN CALLS REGULAR MEETING TO ORDER
- II. RENEWAL OF TERMS- MARC GIGOT
- III. APPROVAL OF MINUTES- FEBRUARY 19, 2015.
- IV. PUBLIC COMMENT - Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)
- V. GENERAL STAFF REPORT AND UPDATE
- VI. SUBMITTAL OF EXHIBITS FOR THE RECORD
 - A. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended
 - B. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
 - C. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
 - D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
 - E. All application files in their entirety including Staff Reports
- VII. BUSINESS
 - o *Staff Report & Applicant Presentation*
 - o *Public Hearing*
 - o *Staff or Applicant Address Public Hearing Comments*
 - o *Commission Action*

NEW BUSINESS:

GC2015-12: To consider a replat of the Clarion Park Estates, located at East Spruce and Jennie Barker, at the request of Ken Parks.

GC2015-13: To consider a plat of Chappel Heights Phase II, located at East Mary and Jennie Barker, at the request of Bernard Chappel.

GC2015-14: To consider rezoning Chappel Heights Phase II from “L-R” Low Density Residential District to “R-1” Single family Residential District at the request of Bernard Chappel.

GC2015-15: To consider an amendment to the Garden City Zoning Regulations regarding sign height and size at the request of Effective Images.

H2014-40: To consider rezoning a tract of land located at S12, T24S, R34W, from “A” Agricultural to “I-1” Light Industrial at the request of KJK Land Management, LLC.

VIII. ADJOURN

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

February 19, 2015

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, February 19, 2015 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Vice-Chairman Lopez called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Germann, Member Howard, Member Law, Member Schwindt, Member Laubach and Member Lopez. Also present were Secretary Kentner, Staff Davidson and Staff Fisher.

II. SWEARING IN OF NEW MEMBERS- Brian Schwindt

III. ELECTION OF OFFICERS:

Member Laubach makes motion to elect *Member Lopez* as Chairman. *Member Howard* seconds motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Member Law makes motion to elect *Member Laubach* as Vice-Chairman. *Member Howard* seconds motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Member Laubach makes motion to elect *Staff* as Secretary. *Member Law* seconds motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

IV. ELECT MEMBER TO GCBZA

Member Laubach makes motion to elect *Member Lopez* as the representative to the Garden City Board of Zoning Appeals. *Member Germann* seconds motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

V. APPROVAL OF MINUTES- January 15, 2015

Member Laubach makes motion to approve the minutes from January 15, 2015. *Member Law* seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

VI. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)

VII.SUBMITTAL OF EXHIBITS FOR THE RECORD

- A. Finney county Zoning Regulations of 1995 as amended**
- B. Subdivision Regulations of 1996 as amended**
- C. Finney County Comprehensive Plan as amended**
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E. All application files in their entirety including Staff Reports**

NEW BUSINESS

FC2015-09 Spikes Lake Addition, Dave Matthews

Staff Fisher reads staff report.

Member Germann- Where is the lake?

Secretary Kentner- In the middle of the property.

Member Laubach- What do they plan to rezone it to?

Dave Matthews- I don't know that he has any plans to rezone as of right now.

Secretary Kentner- I believe it's Rural Residential.

Staff Fisher- That's correct.

Vicki Germann- Is it Agriculture?

Secretary Kentner- The new area is but the house is Rural Residential. Right now, there is basically a square around the area where the house is and he is adding the area down to the road.

Member Germann- Does it have to be rezoned?

Secretary Kentner- It would if they wanted to make any improvements to the property. The County Commission has asked us to be more progressive in reviewing the county-wide zoning map so that would most likely be rezoned when they redo the maps.

Member Law- Can Rural Residential have more than one residence?

Secretary Kentner- One residence unless they split it into more than one lot.

MEMBER LAUBACH MAKES MOTION TO APPROVE.

MEMBER HOWARD SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

FC2015-10 Widows Addition No. 2, Ken Parks

Staff Davidson reads staff report.

Secretary Kentner- This is a unique situation because of the lot shape. Doing this will bring the lot closer to being in conformance. The water well is not on the property as of right now but doing this will make it the same lot.

Member Laubach- Is there any reason why they wanted to add the land further south of the water well? Was it just part of the negotiations?

Ken Parks- Yes, I think they are just trying to clean up the area. The land being added to the land was part of the farm and they are just pulling it out because it's no use to the farm.

Dave Jones- What kind of septic is on that lot?

Ken Parks- Well it's a pretty old house so I'm guessing it's a traditional unit.

Dave Jones- It's a pretty small lot.

Secretary Kentner- Yes, it's small.

Member Laubach- Is the septic system grandfathered then?

Secretary Kentner- Yes. If and when the system fails, they will be required to install an ATU. Any addition to the land helps.

Member Germann- So the well is not shared?

Staff Fisher- No, it's for this property only.

Member Germann- Why is the well there? It's an odd location. Was the well there first and then they built the house?

Secretary Kentner- I'm not sure. We are assuming that's how it was originally.

MEMBER LAUBACH MAKES MOTION TO APPROVE.

MEMBER HOWARD SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

GC2015-11 Rezone 1012 N. Main from “C-2” to “R-3”, Rebecca Gigot

Staff Fisher reads staff report.

Secretary Kentner explains case.

Secretary Kentner- This mostly comes down to financing; it’s really difficult to get a residential loan on a commercial property.

Rebecca Gigot- The house south of us is actually attached to my property. We have party wall. They wanted to rezone it as well but didn’t want to pay the fee. When I bought the house in 2007, I got an FHA loan even though it was commercial. I don’t know how no one caught it. I didn’t realize the property was commercial until I tried to refinance.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Rebecca Gigot- I understand it would be pretty easy to rezone it back to commercial if someone wanted to develop it that way.

Secretary Kentner- Yes, the comprehensive plan would allow it to go either way.

MEMBER HOWARD MAKES MOTION TO REZONE.

MEMBER GERMANN SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Meeting adjourned at approximately 9:20am.

 Mario Lopez
 Doug Laubach

 Chairman
 Vice-Chairman

 Kaleb Kentner
 Carol Davidson
 Craig Fisher
 Secretary

Garden City Police Department
Police/Citizens' Advisory Board Meeting
March 17, 2015

Present: Sergeant Andrew Roush; Connie Bonwell; Vinh Nguyen; Alicia Weber; Charles Allen; Lupe Carrasco, Administrative Assistant.

Not Present: James R. Hawkins, Chief of Police; Cindy Hernandez; Brandon Neeb; Mellaina Johnson; Mel Galvez; Helen Batchelder; Stan Kennedy.

The meeting convened at 1730.

Sergeant Roush led a review of the monthly activity reports.

Sergeant Roush discussed mandatory Racial Profiling training and the training held in-house within the last month.

Sergeant Roush reviewed the AmTrak incident.

Sergeant Roush updated PCAB members on the number of members in the upcoming Police Citizen's Academy.

The meeting adjourned at 1800.