

AGENDA
CITY COMMISSION MEETING
Tuesday, May 7, 2013
1:00 P.M.

- I. **11:00 a.m. -12:45 p.m. -- Joint meeting between the City of Garden City, Finney County, and City of Holcomb Commissions in the large meeting room in the City Administrative Center.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Ryan Cornett requests Governing Body consideration and approval for a waiver to the noise ordinance on Saturday, June 1, 2013 from 7:00 p.m. – midnight at the Fulton Street Pub at 1301 E. Fulton Street for an outdoor event with live music.
 - B. Angelica Castillo Chappel, Garden City Community Mexican Fiesta Association, pursuant to Code Section 6-35, requests Governing Body consideration and approval to sell beer and other cereal malt beverages under a temporary CMB license, on public property, at Stevens Park, on Saturday September 14, 2013 from 6:00 p.m. – 9:00 p.m., and temporary closure of Heroes Way.
 - C. Cathy McKinley, 2013 Local Leadership Kansas, pursuant to Code Section 6-35, requests Governing Body consideration and approval to sell beer and other cereal malt beverages under a temporary CMB license, on public property, at the Finnup Center on Wednesday, May 29, 2013 in case of inclement weather.
 - D. Lindsey Becker, requests Governing Body consideration and approval for a waiver to the noise ordinance on June 6 – 8, 2013 and June 28 – 29, 2013 from 8:00 p.m. – midnight at the Jax Sports Grille at 1907 E. Mary Street for outside music concerts.
 - E. Bruce and Beverly Glass request Governing Body consideration of special assessment financing for streetscape improvements at the southwest corner of Seventh and Laurel Streets for the redevelopment of the McAllister building. City Engineer Cottrell has prepared a memorandum for Governing Body review and consideration.
 - F. Iglesia Pentecostal Jesucristo owns property on N. Eighth Street, across from Cornerstone Church, and requests connection to the City sewer and water systems, and special assessment financing for the sewer construction. Staff recommends approval of the request subject to annexation agreements.

- G. Human Resource Director Stegman requests Governing Body consideration and approval to allow the Mayor to proclaim the week of May 5-11, 2013 as Public Service Recognition Week.
- H. The 25th Judicial District Community Corrections requests the reappointment of Honorable Peter J. Ramirez, representing as a Garden City representative to serve on the Community Corrections Advisory Board.

VII. REPORT OF THE CITY MANAGER.

- A. The City's K-156/Mary Street/Jennie Barker Road Intersection project was awarded the Project of the Year Award in the category of Transportation (Less Than \$5 Million) by the Kansas Chapter of APWA. Director of Public Works Sam Curran accepted the award at this week's Spring Conference in Lawrence. Also present were representatives of the engineer, Wilson and Company, and the contractor, Smoky Hill. The Awards Committee specifically cited the project's improvement to the traffic safety of the intersection as well the coordination required between the City, Finney County, and KDOT.
- B. This time has been set aside for members of the Governing Body to recognize and congratulate the graduates of the 2013 Garden City Citizens Academy class. Members of the Governing Body are invited to attend the Graduation Ceremony for the Citizens Academy to be held directly following the City Commission meeting, in the Large Meeting Room.
- C. The City Prosecutor's Office will be physically relocating from the office on Pine Street to the Law Enforcement Center. The consolidation of duties now allows all of the personnel to fit in the space allocated to the City in the Municipal Court area of the Law Enforcement Center. This will be completed on or before May 14, 2013. The City does have an active lease on the current building on Pine Street that runs through the end of the year. We will work with the building owner to transition the building to a new tenant sooner if possible.
- D. The City has received the March 2013 franchise payment in the amount of \$6,291.95 from AT&T and from Black Hills Corporation the first quarter 2013 franchise payment in the amount of \$188,449.78.
- E. Staff has provided the following item of information for Governing Body review from Finance Director Hitz, the monthly City and County sales tax report.
- F. Meetings of note:
 - ✓ May 10–11, 2013 – League of Kansas Municipalities, Governing Body Institute in Topeka, Kansas.
 - ✓ May 17 – 19, 2013 – Garden City Recreation Commission's "Clue: The Musical" at the State Theater.
 - ✓ May 31 – June 9, 2013 – Beef Empire Days – "Beef....The Taste of Tradition!"
 - ✓ August 8, 2013 – SHRM of SWKS – 5th Annual HR Workshop, 8:00 a.m. – 4:00 p.m.
 - ✓ September 14, 2013 – 87th Garden City Community Mexican Fiesta for 2013
 - ✓ September 21, 2013 – FallFest 2013 featuring Art in the Park, Knights of Columbus' OktoberFest, Doxie Derby & Nasduck 500 Duck Races – 8:30 a.m. to 3:00 p.m.
 - ✓ October 10, 2013 – Cultural Relations 2013 Diversity Dinner.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2339-2013A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Ordinance No. _____-2013, an ordinance regulating fencing in the City of Garden City, Kansas; amending the zoning regulations for the City Of Garden City, Kansas; amending zoning regulation Section 22.110; repealing in its entirety current Zoning Regulation Section 22.110; all to the Code of Ordinances of the City of Garden City, Kansas.
- B. Ordinance No. _____, 2013, an ordinance rezoning land from “L-R” Low Density Residential District to “R-3” Multiple Family Residential District in the City of Garden City, Kansas; amending the district zoning map of the City of Garden City, Kansas; repealing the current district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (Chappel Heights Subdivision)
- C. Ordinance No. _____-2013, an ordinance regulating lot dimensions for “R-2” Single Family Residential and “R-3” Multiple Family Residential Districts in the City Of Garden City, Kansas; amending the zoning regulations for the City of Garden City, Kansas; amending zoning regulation Sections 6.040 and 7.040; repealing in their entirety current zoning regulation Sections 6.040 and 7.040; all to the Code of Ordinances of the City of Garden City, Kansas.
- D. Ordinance No. _____ -2013, an ordinance rezoning land from “C-2” General Commercial District to “I-2” Medium Industrial District in the City of Garden City, Kansas; amending the district zoning map of the City of Garden City, Kansas; repealing the current district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (Gian Property)
- E. Resolution No. _____, a resolution of the Governing Body of the City of Garden City, Kansas determining that the city is considering establishing a Rural Housing Incentive District within the city and adopting a plan for the Development of Housing and Public Facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. (East Cambridge Square Phase 2)

X. OLD BUSINESS.

- A. Staff is seeking permission to authorize additional funding to the Southwest Kansas Coalition to continue to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief.

XI. NEW BUSINESS.

- A. 2:00 p.m. – Lona DuVall and representatives from Finney County Economic Development Corporation will be present to review the quarterly report and to submit their annual request for 2014 funding.

- B. 2:15 p.m. – Dr. Beverly Schmitz Glass, Executive Director of Downtown Vision, Inc. will be present to review the quarterly report and to submit their annual request for 2014 funding.
- C. Governing Body consideration and approval of a request to expand the OL-1 District of the Neighborhood Revitalization Plan. (NRP)
- D. Staff recommends Governing Body consideration and approval of a contract for service with Mayer Specialty Services, LLC in the amount not to exceed \$35,000 for rehabilitation services on approximately 171 vertical feet of 4 foot diameter manhole structures.
- E. Bond Counsel Mary Carson and Financial Advisor Chuck Bouilly have started work on the Special Assessments being levied this year. Governing Body action is requested on the following items:
 - 1. Approval of Final Cost Certificates and the Assessment Rolls.
 - 2. Schedule a Public Hearing at 2:00 p.m., May 21, 2013.
 - 3. Ordinance No. _____-2013, an ordinance authorizing the City of Garden City, Kansas to construct certain improvements to public facilities and systems in the city and authorizing issuance of General Obligation Bonds of the city to pay costs thereof.
- F. Several projects authorized in the 2013 budget and/or proposed in the 2013 Capital Improvement Programs require debt financing. Several of these projects are currently underway. City Engineer Cottrell has provided a memorandum for Governing Body consideration and approval.
- G. Finance Director Hitz will be present to discuss the following items:
 - 1. Review of Enterprise, Support & Misc Funds – Capital Improvement Reserve (#05), CD Loan Fund (#06), Cemetery Endowment (#07), Community Trust Reserve (#08) DEA Forfeiture (#10), Drug Enforcement (#11), E-911 Funds (#15), Fynnup 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), Golf Course (#70), Golf Course Bldg (#71), Solid Waste (#75) and Drainage Utility (#79).
- H. Advisory Board Recommendations:
 - 1. Planning Commission – 1 appointment
- I. **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 acceptance of bids received April 30, 2013 and May 2, 2013 and authorization for the Mayor and City Clerk to execute the contracts.

- a. 2013 Trail Sealing Materials
 - b. Schulman Avenue Watermain Extension
 - c. Lareu Road and Stone Creek Drive Improvements
2. Governing Body consideration and approval of a lease agreement for pasture (Tract P5) between the City of Garden City, Kansas and Justin Hurley.
 3. Governing Body consideration and approval of an addendum to a lease agreement between the City of Garden City, Kansas and George Ohmes.
 4. Governing Body consideration and approval of bids received April 25, 2013 for the purchase of a Police vehicle and authorization for the Mayor and City Clerk to execute the contract with Western Motor.
 5. Quit Claim Deed from Nancy J. Leiker transferring Space 1, Lot 109, Zone C of Valley View Cemetery to Garnand Funeral Home.
 6. Permission for Filomena Facio to reserve Space 7, Lot 55, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
 7. Licenses:

(2013 New)

- a) El Manantial Mexican Buffet Cereal Malt Beverage
- b) Beef Empire Days PRCA Rodeo Temporary Cereal Malt Beverage
- c) Robinson Construction, LLC.....Class A General
- d) Circle K Steel Building Construction, LLCClass B General
- e) Gypsum Floors of AR/OK, Inc. Class E-SOC Specialized Other
- f) GAS Lawn Pros, LLC Class E-SOC Specialized Other

(2013 Renewal)

- g) Old Fashioned Limo Service.Taxi/Limousine

XII. CITY COMMISSION REPORTS.

A. Commissioner Dale

B. Commissioner Doll

C. Mayor Fankhauser

D. Commissioner Law

E. Commissioner Cessna

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

April 16, 2013

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, April 16, 2013 with all members present. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved.

Representative John Doll thanked Mayor Crase for his eight years of service to the city and shared his appreciation for the six years they were on the Commission together. Representative Doll gave an update on recent legislative issues.

Representative Russ Jennings was present and gave an update on additional legislative issues.

Ms. Deann Crase read a prepared letter to Mayor Crase and the citizens of Garden City regarding his many years of service to the City of Garden City. Ms. Crase thanked Garden City for allowing David to be a Commissioner and Mayor for the last 8 years.

Mayor Crase thanked the citizens of Garden City for electing him for 2 terms as a City Commissioner. Mayor Crase thanked the current Commissioners and all former Commissioners and both City Manager Allen and former City Manager Bob Halloran. Mayor Crase stated that Garden City is by far the best city in Southwest Kansas.

City Clerk Hurtado administered the oath of office to newly elected Commissioners, Melvin Dale, Janet Doll and Chris Law. Following the oath, the new Commissioners took their seats at the bench.

Commissioner Cessna moved to approve Commissioner Fankhauser as the Chairperson to the Board, who has the duties and title of Mayor. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Fankhauser presented a recognition award and the traditional wooden gavel to former Mayor Crase.

Mayor Fankhauser thanked Commissioners and staff and looks forward to working more closely with all of them. Mayor Fankhauser thanked City Counselor Grisell. Mayor Fankhauser welcomed the newly elected Commissioners and thanked Mr. Harold Starr and Mr. Troy Unruh for running in the election.

Mayor Fankhauser discussed his arrival to Garden City in 1948 and stated the population of Garden City was 8,100 and 65 years later the population is close to 30,000. Mayor Fankhauser stated he has enjoyed the diversity of the people in community as well as the food. Mayor Fankhauser stated he wants citizens and staff to know that he will operate with an open door policy.

Mayor Fankhauser stated ten goals that he would like to accomplish this year as Mayor.

1. Work closely with staff.
2. Stay committed to retail growth.
3. Retain and grow Garden City Regional Airport.
4. Support Finney County Economic Development Corporation, Garden City Area Chamber of Commerce, USD 457 and Garden City Community College.
5. Maintain relationship with the Southwest Kansas Coalition.
6. Support residential housing units within Garden City.
7. Support Downtown Vision and keep downtown strong.

8. Keep good relationships with Finney County and consolidate services when possible.
9. Keep supporting Lee Richardson Zoo.
10. Support public art in the downtown area and throughout the City.

Commissioner Doll moved to approve Commissioner Cessna as the Vice-Chairperson, who has the duties and title of Vice-Mayor and serve as the Chairperson in the absence of the Mayor. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve designation of “Rules of Order” to be followed in the conduct of meetings. (Division II, Article II of the Code of Ordinances.) Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve to hold regular City Commission meetings on the 1st and 3rd Tuesdays of each month in the City Commission Chambers in the City Administration Building. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve and authorize the City Clerk and City Attorney to be seated at the Commission bench. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve to designate The Garden City Telegram of an official city newspaper. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the Mayor to proclaim April 16, 2013 as David Crase Day. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

A brief reception followed the reorganization of the City Commission of the City of Garden City in the large meeting room at the City Administration Center for family, friends, and citizens.

Commissioner Cessna moved to approve the Mayor’s proclamation of April 26, 2013 as Arbor Day. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the request from Ms. Christa Roy, Western Kansas Broadcast Center, pursuant to Code Section 6-35, to sell beer and other cereal malt beverages under a temporary CMB license, on public property, at the Finney County Fairgrounds, on Friday, May 31, 2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to not approve a request from Ms. Audra Peitz, for a waiver to the noise ordinance on Saturday, April 27, 2013 from 6:00 p.m. – midnight at the Elks Lodge at 905 Kansas Plaza for a benefit event. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff received notice from the American Heart Association that the City of Garden City has been awarded as a Gold Fit-Friendly worksite.

The City Commission recognized that the Safety Committee chose Jordan Piha, Animal Keeper I at Lee Richardson Zoo as the first quarter 2013 Safety Recognition winner.

The City received correspondence from Cox Communication regarding channel line-up changes.

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

City Manager Allen took the opportunity to introduce and welcome Kim Inderlied, the new Executive Director at the Finney County Convention and Visitors Bureau.

Meetings of note:

- ✓ April 14, 2013 – The Windsor Hotel Documentary: A film by Valerie Smith/Olive Earth Productions, 2:30 p.m. at the State Theater.
- ✓ April 17, 2013 – Garden City Area Chamber of Commerce – monthly Chamber breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ April 20, 2013 - Legislative Coffee at 9:00 a.m. at St. Catherine Hospital.
- ✓ April 24, 2013 – Earth Day at Lee Richardson from 9:00 a.m. – 2:00 p.m.
- ✓ April 27, 2013 – NIP Clean-Up beginning at 8:00 a.m. – meet at the Goodwill parking lot.
- ✓ April 30, 2013 – Town Hall Meeting – time and place TBA.
- ✓ May 10–11, 2013 – League of Kansas Municipalities, Governing Body Institute in Topeka, Kansas.

Appropriation Ordinance No. 2338-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,610,257.04,” was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2338-2013A. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Fankhauser excused himself from the bench.

Commissioner Dale moved to approve the request from The Friends of Garden City Arts, Inc. to install a life-size bronze sculpture “Flight Time” at the Northwest corner of Grant Avenue & Main Street. 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	Abstained	Yea

Mayor Fankhauser returned to his place at the bench.

Staff has provided the 2014 City Budget Calendar.

1. Review of major issues and assumptions used to draft 2014 departmental budgets. Review commission goals and strategies that were identified in the City Commissioner Retreat.

Commissioner Cessna moved to approve the Traffic Advisory Board’s recommendation as follows:

1. Leave in place the parking restrictions on Center Street near the YMCA, and direct staff to investigate the feasibility of providing “Visitor” placards to the affected residents.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the following:

1. Governing Body consideration and acceptance of bids received on April 11, 2013 and authorization for the Mayor and City Clerk to execute the contracts for the 2013 Street Sealing project.
2. Governing Body consideration and approval on janitorial services for the Family Restroom facility at A. Harold Long Park.
3. Governing Body consideration and approval of the 2013 Vegetation Mowing applications for code violations.
4. Permission for Ernest, Sr. &/or Manuela Rodriquez to reserve Space 5, Lot 121, Zone K of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
5. Permission for Fernando &/or Shirley Arteaga to reserve Spaces 7 & 8, Lot 39, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

6. Licenses:

(2013 New)

- a) Western Kansas Broadcast Center..... Temporary Cereal Malt Beverage
- b) Advance America, Cash Advance, Inc Precious Metals
- c) Archie D. Moody..... Class E-L Landlord
- d) Stateline Exteriors, LLC..... Class E-SOC Specialized Other

(2013 Renewal)

- e) Ayala Construction..... Class E-SOC Specialized Other

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Cessna welcomed new Mayor Fankhauser and thanked former Mayor Crase for his guidance and leadership over the last year. Commissioner Cessna welcomed the new commissioners and hopes we will a great year and bright future. Commissioner Cessna asked about the logo sign on the front of the City Administrative Center. Staff stated it is undecided on what will go up in its place.

Commissioner Dale thanked and congratulated both Mayor Fankhauser and Vice Mayor Cessna and stated it was good to be back on the City Commission for at least another two years and looks forward to serving Garden City. Commissioner Dale thanked Mayor Crase for the guidance provided to him. Commissioner Dale thanked Jordan Piha for his work at the zoo and stated the Safety program sounds like it's a good program. Commissioner Dale stated that even if the program can save and prevent one injury it is well worth it.

Commissioner Doll congratulated Mayor Fankhauser and Vice Mayor Cessna. Commissioner Doll thanked Garden City for allowing her this opportunity to serve our community and stated she is looking forward to serving the City of Garden City and working with this Commission and staff.

Mayor Fankhauser thanked everyone for their well wishes and stated he has big shoes to fill as Mayor and stated he looks forward to serving the City. Mayor Fankhauser welcomed Commissioner Dale, Commissioner Doll and Commissioner Law. Mayor Fankhauser stated Garden City is a good community to serve and knows there are a lot of good things to come in the future.

Commissioner Law congratulated all Commissioners and thanked Mayor Crase for his 8 years of service to this community.

Petitions

City Manager Allen,

I would like to request a noise ordinance waiver for Saturday June 1st, 2013 on behalf of the Fulton Street Pub. We would like to have live music in our parking lot that day and would like to allow the musicians to play until midnight. Thank you for your consideration in this matter.

Sincerely,

Ryan Cornett-Owner



Special Event Request

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

xx Other
 _____ Carnival/Circus*
 _____ Sports Event*
 _____ Haunted House*
 *License Required

April 23, 2013

Today's Date

Fulton Street Pub

Name of Event (if applicable)

Saturday, June 01, 2013

Date of Event

1301 E Fulton

Location of Event

7:00 p.m. - 12:00 a.m.

Start and End Time of Event

Outdoor Music

Purpose of the Event

Ryan Cornett

102 N 13th ST, GC

620-275-6263 - 785-817-2773-cell

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark all that you are requesting. (Note: Amenities are not available at all locations.)

Street Closure	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	12:00 a.m.
Extra Trash		Restrooms		Electricity	
Receptacles	n/a	(Park Shelter Keys)	n/a	Access	n/a
Additional Request/Remarks	blocking parking lot for band and customers - parking in surrounding lots and residential streets.				

**** Sec. 62-9. Excessive sound, music or noise.**

(a) It shall be unlawful for any person to play, use, operate or permit to be played, used, or operated any radio receiving, set musical instrument, or any machine equipment, equipment, or device used for the production, reproduction or creation of sound at a louder volume than is necessary for the reasonable hearing of the person so playing, using or operating such instrument, equipment, machine, or device, and the reasonable hearing of other persons who are voluntary listeners thereto, or in such a manner so to disturb the peace, quiet, and comfort of neighboring inhabitants or other residents of the city.

(b) This prohibition shall include sound, music, or noise created by automobile radios, musical bands, groups or orchestras in public or private buildings. It shall be prima facie evidence of a violation of this sections of the sound, music, or noise is plainly audible at the real property line on the real property from which the sound, music, or noise is emanating; provided, however, that nothing in this section shall be construed to prohibit the playing of church chimes or the ringing of church bells, the testing or use of the civil defense warning system, or the authorized use of public safety vehicle sirens.

(Ord. No. 1858, § 4(20-142), 8-23-94)

****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

April 23, 2013

Signature

Date

For office use only	GC Downtown Vision	n/a
Police	Electric	n/a
Fire	Public Works	n/a
Inspection	Parks/Grounds	n/a
City Manager	Application Received by	RS 4/23/13



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

May 1, 2013

Directors:

Angelica Castillo Chappel
Golden Plains C.U.
President

Jesse Nunez
City of Garden City
Vice-President

Teresa Santos
Wasinger Chiropractic
Secretary

Jeremy Haden
Advance Auto Parts
Treasurer

Committee Representatives:

Celyn Hurtado
City of Garden City

Kristi Kells
Golden Plains C.U.

Randy Lucas
Sam's Club

Jaime Palacios
KSMM 101.5FM
La Mexicana

Shannon Partridge
City of Garden City

Enrique Rodriguez Franz
KSMM 101.5FM
La Mexicana

Blanca Vazquez
Prudential Insurance

Scholarship Pageant

Christopher Cruz
Christopher Cruz Designs
Pageant Coordinator

Klarissa Calvillo
2012 Fiesta Queen

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

Dear Mayor and City Commissioners:

It's that time of the year again to start thinking about the 87th Annual Garden City Community Mexican Fiesta. The theme for this year's Fiesta was chosen as "Leaving Footprints – Dejando Huellas", the meaning behind this year's theme came about as we are all blended into one community in many different cultures, a "melting pot", we are all unique in our own way but each leaving our own footprint in the city that we have called home, Garden City.

I am writing you for a request for the use of Stevens Park and facilities for Saturday, September 14, 2013.

Our request would include an annual parade on Main Street beginning at 10am, use of Stevens Park from 8:00 a.m. – 11:00 p.m., temporary closure of Hero's Way from Main Street to Seventh Street, the use of electricity at Stevens Park, a temporary waiver to the noise ordinance and use of restrooms, concession stand and extra picnic.

Also included in this request is a request to have a beer garden at Stevens Park from 6:00 p.m. – 9:00 p.m. under a temporary CMB license.

If you have any further questions or if any additional information is needed, please feel free to contact myself at 620-260-1435 or Jeremy Haden, Treasurer at (816)695-0383.

Thanks in advance for your time and consideration.

Sincerely,

Angelica Castillo Chappel, President
2013 Community Mexican Fiesta

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



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

April 24, 2013

Today's Date

Mexican Community Fiesta 2013

Name of Event (if applicable)

Saturday, September 14, 2013

Date of Event

Stevens Park, Heroes Way, Main Street

Location of Event

9 a.m. - 11:00 p.m.

Start and End Time of Event

Fiesta, Parade

Purpose of the Event

Angelica Castillo Chappel

P.O. Box 84

275-2151 ext 267

Applicant Name (please print)

Address

Phone

Jeremy Haden 816-695-0383

Additional Contact Names & Phone Numbers

Please mark all that you are requesting. (Note: Amenities are not available at all locations.)

Street Closure	Heroes Way - all day	Steven's Park Bandshell	XX	Noise Waiver**	XX
Extra Trash Receptacles	XX	Restrooms (Park Shelter Keys)	XX	Electricity Access	XX
Additional Request/Remarks	City Commission permission to sell beer at the park (6 p.m. - 9 p.m.), temporary fencing to block off Heroes Way and permission to hang a sign at Stevens Park.				

**** Sec. 62-9. Excessive sound, music or noise.**

(a) It shall be unlawful for any person to play, use, operate or permit to be played, used, or operated any radio receiving, set musical instrument, or any machine equipment, equipment, or device used for the production, reproduction or creation of sound at a louder volume than is necessary for the reasonable hearing of the person so playing, using or operating such instrument, equipment, machine, or device, and the reasonable hearing of other persons who are voluntary listeners thereto, or in such a manner so to disturb the peace, quiet, and comfort of neighboring inhabitants or other residents of the city.

(b) This prohibition shall include sound, music, or noise created by automobile radios, musical bands, groups or orchestras in public or private buildings. It shall be prima facie evidence of a violation of this sections of the sound, music, or noise is plainly audible at the real property line on the real property from which the sound, music, or noise is emanating; provided, however, that nothing in this section shall be construed to prohibit the playing of church chimes or the ringing of church bells, the testing or use of the civil defense warning system, or the authorized use of public safety vehicle sirens.

(Ord. No. 1858, § 4(20-142), 8-23-94)

****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

April 24, 2013

Signature

Date

<i>For office use only</i>	GC Downtown Vision	
Police	Electric	
Fire	Public Works	
Inspection	Parks/Grounds	
City Manager	Application Received by	

May 2, 2013

Mayor Dan Fankhauser
City Commission
City of Garden City
P.O. Box 998
Garden City, KS 67846

Dear Mayor Fankhauser & City Commissioners:

The Leadership Kansas Class of 2013 will begin its 2013 program in Garden City May 29-31. In Leadership Kansas tradition, Garden City is the first city these Kansas leaders visit in their six-month-long program.

The group's first reception on Wednesday, May 29, is set to be at the Finnup House. However, in the event of inclement weather, we will be at the Finnup Center for Conservation Education at Lee Richardson Zoo. Local Leadership Kansas coordinators would like permission to serve beer and wine with the heavy hors d'oeuvres we have planned for that evening if we do use the Finnup Center. Zoo staff or board members will be on hand to assist with the evening's activities and Director Kathy Sexson is agreeable to this request for adult beverages.

Thank you for your time and consideration!

Best regards,

Cathy McKinley

2013 Local LK Planning Chair

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

April 10, 2013

Dear Commissioners;

I am writing on behalf of Jax Sports Grille requesting a permit to waive the Garden City Noise Ordinance for June 6th -8th and June 28th & 29th 2013 from 8 pm until Midnight. We will be having an outside music concert.

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

Sincerely;

Lindsey Becker
General Manager

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

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 18 April 2013

RE: REQUEST FOR SPECIAL ASSESSMENTS AT SEVENTH AND LAUREL

ISSUE

Bruce and Beverly Glass are planning on purchasing the McAllister building at the southwest corner of Seventh and Laurel Streets. They are requesting consideration of special assessment financing for streetscape improvements.

BACKGROUND

Bruce Glass approached staff in early January about their potential acquisition of this property and his streetscape concept, see attached drawing. Staff prepared cost estimates for the streetscape, as well as an expanded project that completed the south side of Laurel west to Main and the west side of Seventh south to Chestnut.

On March 13th, I met with Mr. Glass and walked the project and discussed various options, including possible cost sharing opportunities with the City. Subsequently, Mr. Glass submitted a proposal for a cost sharing project for Governing Body consideration.

This is not an unusual request, as the City has been a major partner in the previous streetscape projects. The original Main Street project, in 1995, had the City-at-Large paying 69.7% of the cost, in part specifically by the City-at-large and also due to City ownership of one-third of the property in the benefit District. Subsequently, the City paid the 20% local match on two Transportation Enhancement grants.

Mr. and Mrs. Glass propose that they would be responsible for the cost of the new sidewalk/pavers, trees & grates, roof drainage troughs, and that those improvements would be paid through a 10 year specials assessment. The City would be responsible for the improvements/replacement to the curb and gutter, installing new street lights, the underground sprinkler system and power to the trees and street lights. A revised cost estimate was prepared splitting the costs as requested, finding the property owner share of 39% and the City-at-large share of 61%.

They propose the use concrete pavers, set on a compacted sand/aggregate base in lieu of the stamped concrete currently in use downtown, with the possible option of using all pavers instead of concrete walk and a strip of pavers – if all pavers are



Engineering Department

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

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

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



**Engineering
Department**

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

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

used, they suggest using more than one color of pavers to define the area along the curb and the tree grates, and or to form a pattern in the walk. Staff has concerns about long term maintenance of brick pavers, but would agree the proposal if the property owners accept responsibility for maintenance (they indicate that they would accept responsibility). Staff also recommends against an all brick concept, as it separates this one area from the rest of downtown and the general concern with long term maintenance.

They also request consideration to changing the parking along the west side of Seventh from parallel to angled parking to improve customer parking. This arrangement would be identical to the parking one block east on Sixth Street in front of the Post Office and the Rec Commission. Staff recommends that the parking item be reviewed by the Traffic Advisory Committee and Downtown Vision.

ALTERNATIVES

1. Authorize staff to prepare a Petition for a cost share project as requested or some other cost share determined by the Governing Body.
2. Authorize staff to prepare a Petition with no City participation.
3. Deny the request in its entirety.
4. Defer action until a later date.

RECOMMENDATION

Should the property acquisition by Mr. and Mrs. Glass be completed, staff recommends the Governing Body authorize staff to prepare a Petition for a cost share project.

FISCAL

If the Governing Body approves a cost sharing special assessment project, we would temporarily finance the improvements and the City's first payment would be required in the 2015 budget.

A handwritten signature in blue ink that reads "Steve Cottrell".

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

THE ARCHITECT
BRUCE GLASS, AIA

April 18, 2013

Mr. Steve Cottrell, PE
City of Garden City

Re: Private – Public Partnership for Street Scapeing at McAllister Building

Steve,

Thanks for taking the time to look at the curb and gutter and sidewalks around the old McAllister Building on the SW corner of Seventh and Laurel.

Bev and I are planning on purchasing the mostly vacant building from Duane West, and should know by the middle of April if the appraisal justifies the cost of remodeling.

Part of our plan for the building includes improving the appearance of the exterior to make it more appealing to renters. Improvements include re-working the storefronts and entrances, new soffits, and replacing the damaged outdated ceramic tile.

We would also like to replace the worn sidewalks and broken curbs, and move the city's street scapeing plan for side streets forward with trees and new lights. See the attached 11 x 17 proposed plan.

Thank you for working up a preliminary budget for the improvements along Laurel and seventh, and to that end, we would like to propose the following Private /Public partnership to make those improvements.

We would propose to the city that we would be responsible for the cost of the new sidewalk/ pavers, trees, tree grates, roof drainage troughs that run across the sidewalk, and that those improvements would be set up as Specials, paid for through specials on our property tax over a 10 year period.

The city in turn would be responsible for the improvements / replacement to the curb and gutter (especially at the corner and along seventh street), installing new street lights, and running the underground sprinkler system and power to the trees and street lights. We would also appreciate your consideration to changing the parking along the west side of seventh from parallel to angled parking to improve customer parking. This arrangement would be identical to the parking one block east on sixth street in front of the post office and the rec commission.

We would propose to use concrete pavers set on a compacted sand / aggregate base in lieu of the stamped concrete currently in use downtown, with the option of using all pavers instead of concrete walk and a strip of pavers... if all pavers are used, we would

THE ARCHITECT

BRUCE GLASS, AIA

be open to using more than one color of pavers to define the area along the curb and the tree grates, and or to form a pattern in the walk.

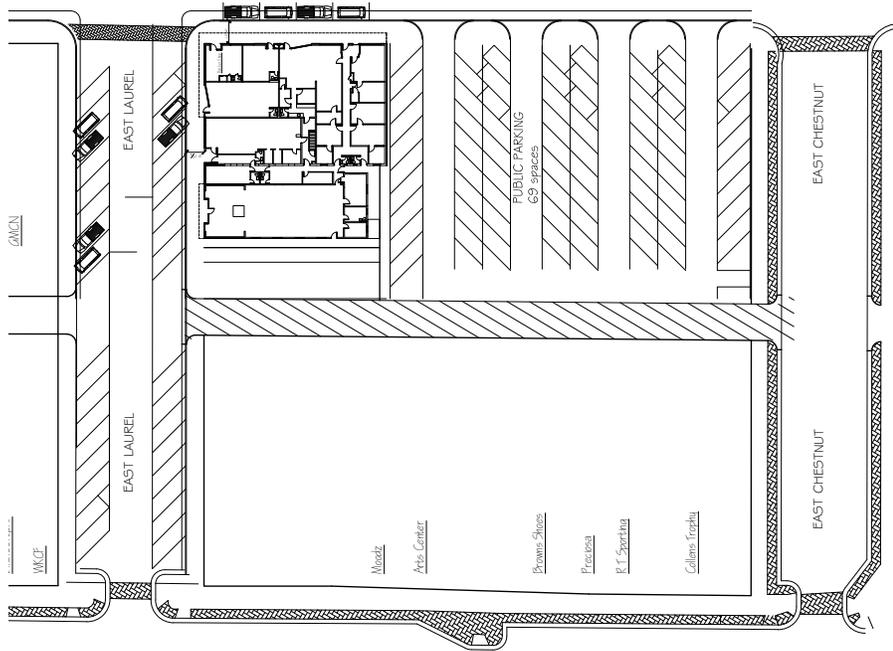
Most of this building has been vacant for years, and is not currently an asset to our Downtown or the City. Please consider our request to partner with the city to improve the appearance and property values in our Downtown. Who knows, it may spur some of the surrounding property owners to do the same.

Please let me know if you need any other information.

Sincerely,

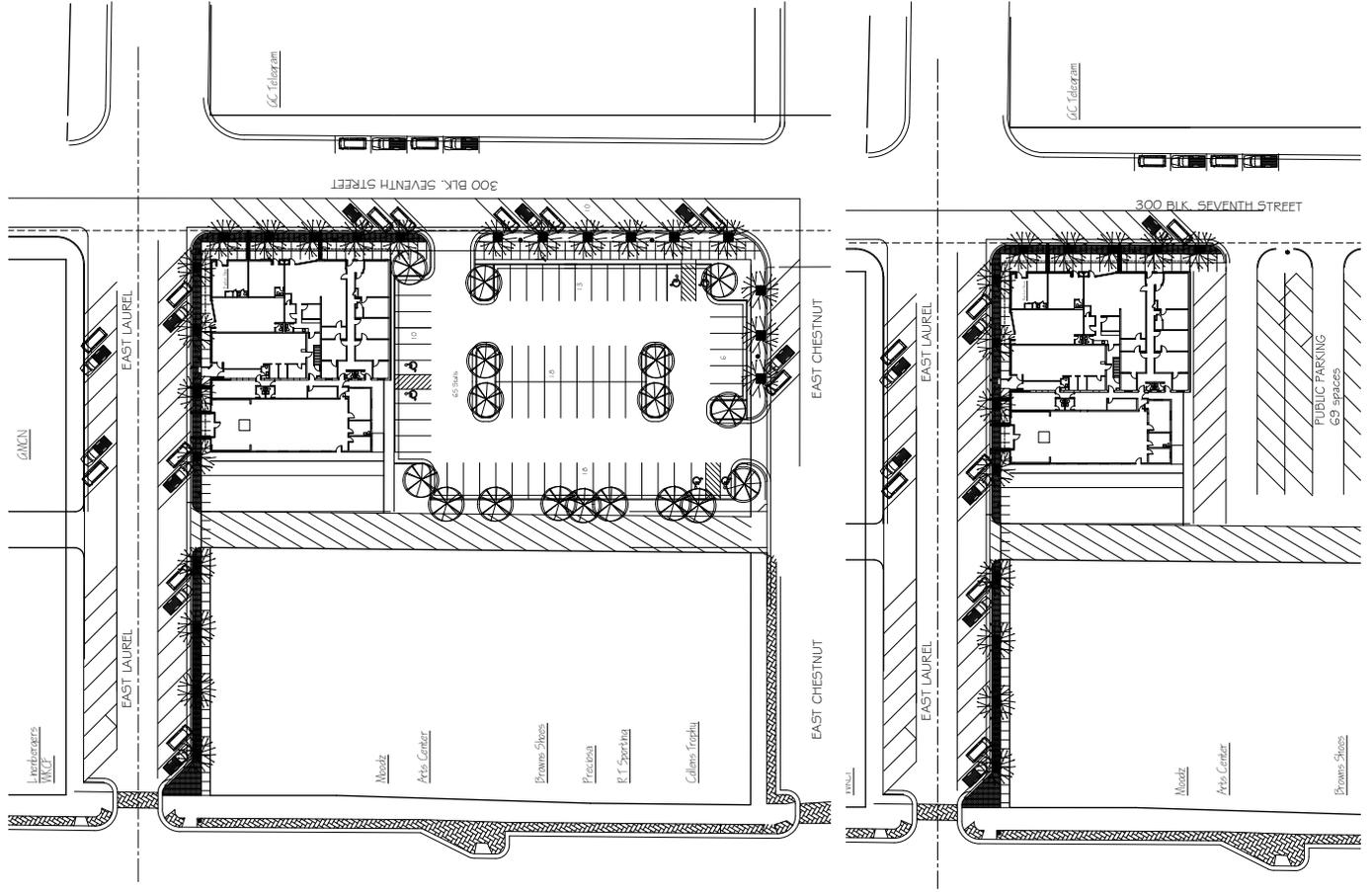
A handwritten signature in black ink, appearing to read "Bruce Glass", with a long horizontal flourish extending to the right.

Bruce Glass, AIA



Existing SW Corner
of 7th and Laurel.

PROPOSED STREETSCAPE POSSIBILITY
1/32" = 1'-0"



IF IN DOUBT-ASK!	
DATE	2/12/012
SCALE	1" = 1'-0"
PROJECT	SP-1
DATE	1/11/11

PROPOSED STREETSCAPE IMPROVEMENTS
AROUND THE McALLISTER BUILDING
AT THE S.W. CORNER OF 7TH AND LAUREL
GARDEN CITY, KANSAS 67246

DATE: 12-31-12
DESIGNED BY: BG
REVISED BY:

THE ARCHITECT
BRUCE GLASS AIA
101 NORTH MAIN STREET • GARDEN CITY, KS 67246
PHONE: 402-77-0812 • FAX: 402-77-0814
E-MAIL: thearchitect@bruceglass.com

The Drawings, Specifications, and other documents are prepared by the Architect for the use of the contractor and shall remain the property of the Architect. No part of this drawing shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect.

**Engineer's Estimate
Laurel & Seventh Streetscape**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
Laurel St (alley to 7th)					
1	Excavation	CY	50	\$ 20.00	\$ 1,000.00
2	Remove Existing C&G	LF	150	\$ 10.00	\$ 1,500.00
3	C&G	LF	150	\$ 20.00	\$ 3,000.00
4	Remove Existing Pavement Conc/Brick	SY	95	\$ 15.00	\$ 1,425.00
5	Recompact Existing Roadbase	SY	95	\$ 2.00	\$ 190.00
6	Remove Sidewalk	SY	80	\$7.50	\$ 600.00
7	4" sidewalk	SY	65	\$35.00	\$ 2,275.00
8	Brick pavers (sdwk)	SY	80	\$60.00	\$ 4,800.00
9	7" Color Pattern Concrete	SY	50	\$100.00	\$ 5,000.00
10	Driveway/Alley Approach	SY	30	\$45.00	\$ 1,350.00
11	Patching Concrete/Brick Pavement	SY	40	\$90.00	\$ 3,600.00
12	Construct Handicap Ramp	EA	1	\$ 750.00	\$ 750.00
13	Drain trough	LF	21	\$50.00	\$ 1,050.00
14	Trees	EA	4	\$250.00	\$ 1,000.00
15	Street Lights	EA	2	\$4,000.00	\$ 8,000.00
16	Drip, UG power	LS	1	\$5,000.00	\$ 5,000.00
17	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
				SUBTOTAL	\$ 43,040.00
				CONTINGENCY (20%)	\$ 8,608.00
				TOTAL	\$ 51,648.00

Seventh St (Laurel to north parking lot entrance)

1	Excavation	CY	50	\$ 20.00	\$ 1,000.00
2	Remove Existing C&G	LF	170	\$ 10.00	\$ 1,700.00
3	C&G	LF	170	\$ 20.00	\$ 3,400.00
4	Remove Existing Pavement Conc/Brick	SY	95	\$ 15.00	\$ 1,425.00
5	Recompact Existing Roadbase	SY	95	\$ 2.00	\$ 190.00
6	Remove Sidewalk	SY	95	\$7.50	\$ 712.50
7	4" sidewalk	SY	132	\$35.00	\$ 4,620.00
8	Brick pavers (sdwk)	SY	0	\$60.00	\$ -
9	Valley gutter	SY	95	\$60.00	\$ 5,700.00
10	Alley Approach	SY	30	\$45.00	\$ 1,350.00
11	Patching Concrete/Brick Pavement	SY	40	\$90.00	\$ 3,600.00
12	Construct Handicap Ramp	EA	1	\$ 750.00	\$ 750.00
13	Drain trough	LF	21	\$50.00	\$ 1,050.00
14	Trees	EA	5	\$250.00	\$ 1,250.00
15	Street Lights	EA	2	\$4,000.00	\$ 8,000.00
16	Drip, UG power	LS	1	\$5,000.00	\$ 5,000.00
17	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
				SUBTOTAL	\$ 42,247.50
				CONTINGENCY (20%)	\$ 8,449.50
				TOTAL	\$ 50,697.00

Laurel St (alley to Main)

1	Excavation	CY	50	\$	20.00	\$	1,000.00	
2	Remove Existing C&G	LF	170	\$	10.00	\$	1,700.00	
3	C&G	LF	150	\$	20.00	\$	3,000.00	
4	Remove Existing Pavement Conc/Brick	SY	95	\$	15.00	\$	1,425.00	
5	Recompact Existing Roadbase	SY	95	\$	2.00	\$	190.00	
6	Remove Sidewalk	SY	80		\$7.50	\$	600.00	
7	4" sidewalk	SY	65		\$35.00	\$	2,275.00	
8	Brick pavers (sdwk)	SY	90		\$60.00	\$	5,400.00	
9	Patching Concrete/Brick Pavement	SY	40		\$90.00	\$	3,600.00	
10	Construct Handicap Ramp	EA	1	\$	750.00	\$	750.00	
11	Trees	EA	4		\$250.00	\$	1,000.00	
12	Street Lights	EA	1		\$4,000.00	\$	4,000.00	
13	Drip, UG power	LS	1		\$5,000.00	\$	5,000.00	
14	Traffic Control	LS	1	\$	2,500.00	\$	2,500.00	
SUBTOTAL							\$	32,440.00
CONTINGENCY (20%)							\$	6,488.00
TOTAL							\$	38,928.00

**Seventh St (north parking lot entrance to Chestnut)
(Doesnot include reconfiguring parking lot)**

1	Excavation	CY	50	\$	20.00	\$	1,000.00	
2	Remove Existing C&G	LF	150	\$	10.00	\$	1,500.00	
3	C&G	LF	150	\$	20.00	\$	3,000.00	
4	Remove Existing Pavement Conc/Brick	SY	95	\$	15.00	\$	1,425.00	
5	Recompact Existing Roadbase	SY	95	\$	2.00	\$	190.00	
6	Remove Sidewalk	SY	65		\$7.50	\$	487.50	
7	4" sidewalk	SY	65		\$35.00	\$	2,275.00	
8	Brick pavers (sdwk)	SY	80		\$60.00	\$	4,800.00	
9	Valley gutter	SY	95		\$60.00	\$	5,700.00	
10	Driveway	SY	90		\$45.00	\$	4,050.00	
11	Patching Concrete/Brick Pavement	SY	40		\$90.00	\$	3,600.00	
12	Construct Handicap Ramp	EA	1	\$	750.00	\$	750.00	
13	Trees	EA	6		\$250.00	\$	1,500.00	
14	Street Lights	EA	2		\$4,000.00	\$	8,000.00	
15	Drip, UG power	LS	1		\$5,000.00	\$	5,000.00	
16	Traffic Control	LS	1	\$	2,500.00	\$	2,500.00	
SUBTOTAL							\$	45,777.50
CONTINGENCY (20%)							\$	9,155.50
TOTAL							\$	54,933.00

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 23 April 2013

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

ISSUE

Iglesia Pentecostal Jesucristo es el Señor owns property north of Bellevue on N. Eighth Street, across the street from Cornerstone Church, and is requesting an extension of the City sewer and water systems to serve their property.

BACKGROUND

This undeveloped property is currently outside the City Limits. Cornerstone Church recently constructed an 8" sewer west and north of their facility and a 12" watermain on the west side of Eighth Street. Connection to the sewer main on Cornerstone property would require their consent and acquisition of an easement. Connection to water is a simple service tap.

They also request that the sewer main be built with special assessment financing. The estimated cost is \$24,000. We would contact the property owner to the south about participation in the sewer special assessment.

ALTERNATIVES

Options available to the Governing Body are:

1. Grant the request for extension of City sewer and water, with special assessments for the sewer, subject to an annexation agreement.
2. Grant the request for extension of City sewer and water, without special assessments for the sewer, also subject to an annexation agreement.
3. Deny the request.

RECOMMENDATION

Staff recommends either Option No. 1 or No. 2, subject to an annexation agreement.

FISCAL

The City would finance the sewer construction during the interim period before the specials could be levied and bonds sold.

Steve Cottrell



Engineering Department

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

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

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



**Iglesia Pentecostal
Jesucristo es el Señor**

Pastores Gerardo y Fanny Nuñez

04/22/2013

To the City of Garden City

We request permission to connect to City sewer and water lines to serve our property on N 8th Street. We also request that the sewer construction be paid with special assessments.

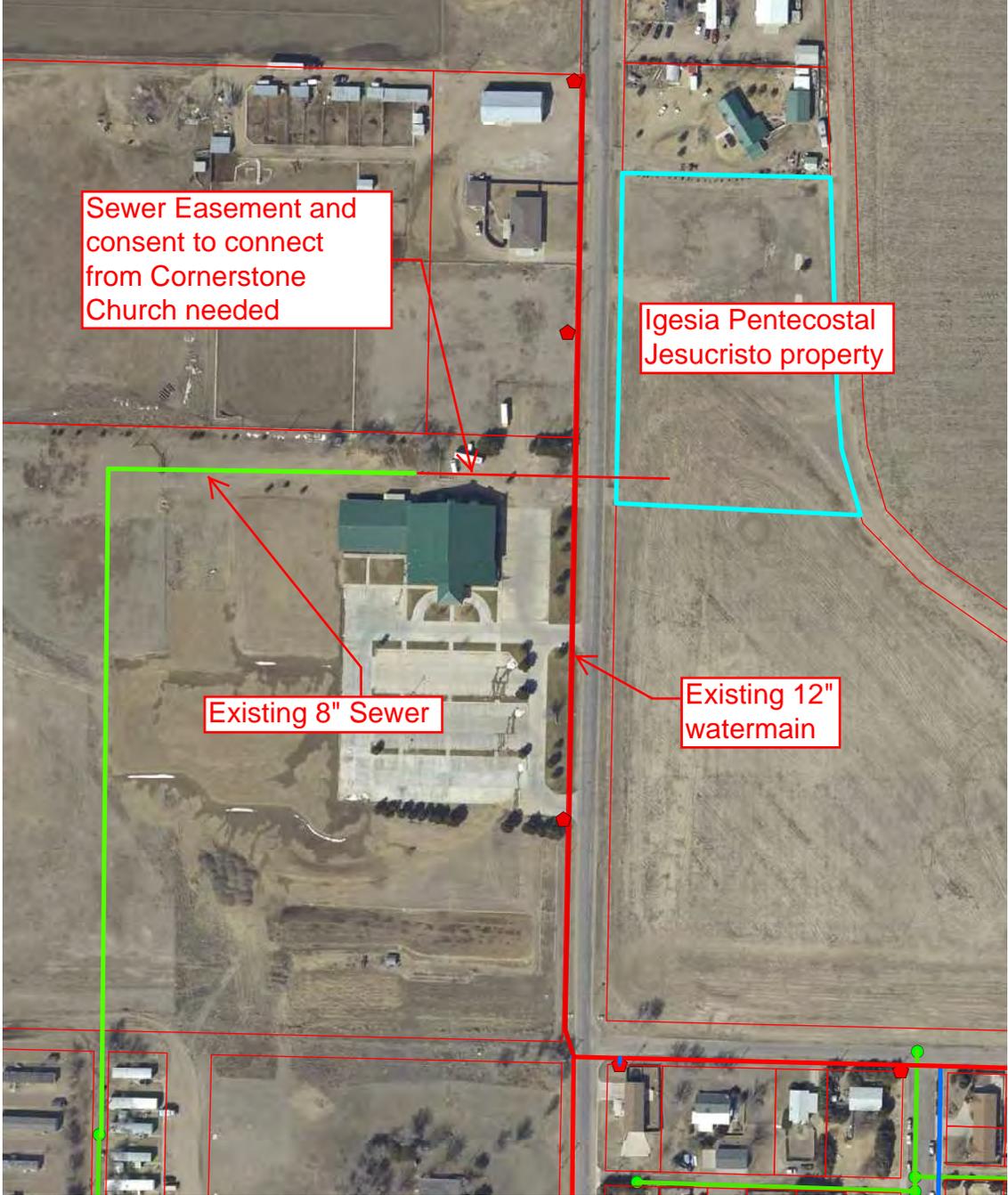
Sincerely,



Pastor Gerardo Nuñez



Secretary Matthew G. Asebedo



Sewer Easement and consent to connect from Cornerstone Church needed

Igesia Pentecostal Jesucristo property

Existing 8" Sewer

Existing 12" watermain

Proclamation

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working;

WHEREAS, Public employees take not only jobs, but oaths;

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

WHEREAS, Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

NOW, THEREFORE AS MAYOR OF THE CITY OF GARDEN CITY, KANSAS, I do hereby proclaim the week of May 5-11, 2013 as

Public Service Recognition Week

and proclaim to all citizens and set seal hereto, that May 5-12 2013, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

SIGNED and SEALED this 7th day of May 2013.

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



COMMUNITY CORRECTIONS
&
REHABILITATIVE SERVICES

BETH A. BEAVERS, DIRECTOR

May 1, 2013

STEPHANIE HORNBAKER, DEPUTY
DIRECTOR

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

YOLANDA HERRERA, OFFICE MANAGER

COMMUNITY CORRECTIONS
OFFICE:

RE: Judge Peter J. Ramirez

601 N. MAIN, SUITE A
GARDEN CITY, KANSAS 67846
OFFICE(620) 272-3630
FAX (620) 272-3635

Dear Commissioners:

CARLOS MURILLO, ISO II

The 25th Judicial District Community Corrections is requesting the re-appointment of the Honorable Peter J. Ramirez as the Garden City representative to serve on the Community Corrections Advisory Board. In accordance with KSA 75-5297, the appointment would be for a two-year term and run from July 2013 through June 2015.

DIANA VASQUEZ, ISO I

GEORGE POLING, ISO I

DAN DAY, ISO I

Please feel free to contact me if you have any questions. Your assistance in this matter is greatly appreciated.

REHABILITATIVE SERVICES
OFFICE:

Respectfully,

601 N. MAIN, SUITE I
GARDEN CITY, KANSAS 67846
OFFICE(620) 272-3650
FAX (620) 272-3635

Beth A. Beavers
Director

ROBIN R. UNRUH, REHABILITATIVE
SERVICES SUPERVISOR

KATHY FRICK, COUNSELOR

Cc: Judge Ramirez
Copy

Report of the City Manager

February 1, 2012

Garden City, Kansas

K-156 and Mary Street/Jennie Barker Road Intersection Improvements

2013 Public Works Project of the Year Award Submittal



American Public Works Association (APWA)



PUBLIC WORKS PROJECT OF THE YEAR AWARD NOMINATION FORM

Deadline February 1, 2013
(electronic submittals only)

Project Name

K-156 and Mary Street/Jennie Barker Road Intersection Improvements

Project Completion Date

Must be substantially completed (90%) and available for public use as of December 31, 2012.

October 26, 2011

Public Agency

City of Garden City, Kansas

Project Category

- Structures
- Transportation
- Environment
- Historical Restoration/Preservation
- Disaster or Emergency Construction/Repair

Project Division

- Less than \$5 Million
- \$5 Million, but less than \$25 Million
- \$25 Million–\$75 Million
- More than \$75 Million

Managing Agency

Steve Cottrell, PE

Name

City Engineer

Title

City of Garden City

Agency/Organization

301 North 8th Street

Address (if post office box, include street address)

Garden City KS 67846

City

State/Province

Zip/Postal Code

(620) 276-1132

(620) 276-1137

Phone

Fax

steve.cottrell@gardencityks.us

E-mail

Primary Contractor

Steve Bartholomew

Name

Vice President

Title

Smoky Hill Construction

Agency/Organization

645 East Crawford Street, Suite E8

Address (if post office box, include street address)

Salina KS 67401

City

State/Province

Zip-Postal Code

(785) 825-1224

(785) 825-7416

Phone

Fax

sbartholomew@smokyhillconst.com

E-mail

Primary Consultant

Tyler Glissman, PE

Name

Civil Engineer, Project Manager

Title

Wilson & Company, Inc., Engineers & Architects

Agency/Organization

1700 East Iron Avenue

Address (if post office box, include street address)

Salina KS 67401

City

State/Province

Zip/Postal Code

(785) 820-2660

(785) 827-5949

Phone

Fax

Tyler.Glissman@wilsonco.com

E-mail

Continued...



Supporting Data

PROJECT BACKGROUND

This K-156 (Kansas Avenue) and Mary Street/Jennie Barker Road intersection improvement project is located at the northeast side of Garden City where K-156 Highway transitions from a rural two-lane highway into a five-lane urban arterial with commercial businesses including Applebee's, Wal-Mart, Sam's Club, and Home Depot, among others. The intersections of these three roadways created two 45-degree intersections along K-156 and a 90-degree intersection with Jennie Barker Road and Mary Street, all located within a 250 feet radius. The severe skew angle and proximity of these intersections created a significant number of conflict points for the users of these routes, particularly for school buses and students going to and from school. The goal of this geometric improvement project was to replace the intersections with three 90-degree intersections, separated by approximately 500 feet, providing safer access to the commercial developments and through traffic.



The new K-156.

The project included widening of K-156 (Kansas Avenue) to a five-lane urban section; realignment of Mary Street and Jennie Barker Road to intersect K-156 at a 90-degree angle; and also combine the streets into one intersection with K-156. The project integrated horizontal and vertical geometrics for approximately 8,000 feet of urban and rural roadway, 4,400 feet of storm sewer, six RCB drainage structures, a drainage master plan for future development, traffic modeling, traffic signal designs, and right of way staking. Traffic was carried through construction.

COMPLETION DATE

Design by Wilson & Company for the project began in May of 2006 with a letting date of October 20, 2010. The contractor, Smoky Hill Construction, began construction in February of 2011.

Almost immediately after beginning the project, the contractor, Smoky Hill Construction, informed the City that they were experiencing delays due to conflicts with utilities and utility relocation work. Due to the cost of moving the utilities, the City opted to have Wilson & Company redesign a portion of the project to avoid the larger utilities. This delayed the construction start of the project; however, even with this delay, the project still began on the Kansas Department of Transportation (KDOT) late start date.

The project was scheduled to be completed in December 2011; however, the actual completion date was October 26, 2011, two months ahead of schedule. This was accomplished even with a delay at the start of construction of the project.





CONSTRUCTION SCHEDULE, MANAGEMENT, AND CONTROL TECHNIQUES USED

In order to reduce cost, the existing K-156 pavement structure was milled and overlaid to a profile that would reduce the thickness of the overlay and provide adequate surface drainage. Special consideration was given to the design of the drainage system to allow for future expansion and development. Area inlets were set in locations where they could be easily converted into curb inlets without reconstructing the storm sewer trunk line. The storm sewer was oversized in the area where future development would increase runoff.



The new consolidated intersection of Mary Street and K-156 (view from Mary Street).

SAFETY PERFORMANCE

On all public works infrastructure projects, safety is of primary importance – and this project was no exception. There were no major accidents that caused lost time during the project. Mandatory weekly meetings were held on-site throughout the duration of construction.

ENVIRONMENTAL CONSIDERATIONS

KDOT erosion control measures were utilized on this project with temporary ditch checks, temporary inlet sediment barrier, temporary slope drains, temporary ditch checks, and erosion control blankets.

COMMUNITY RELATIONS

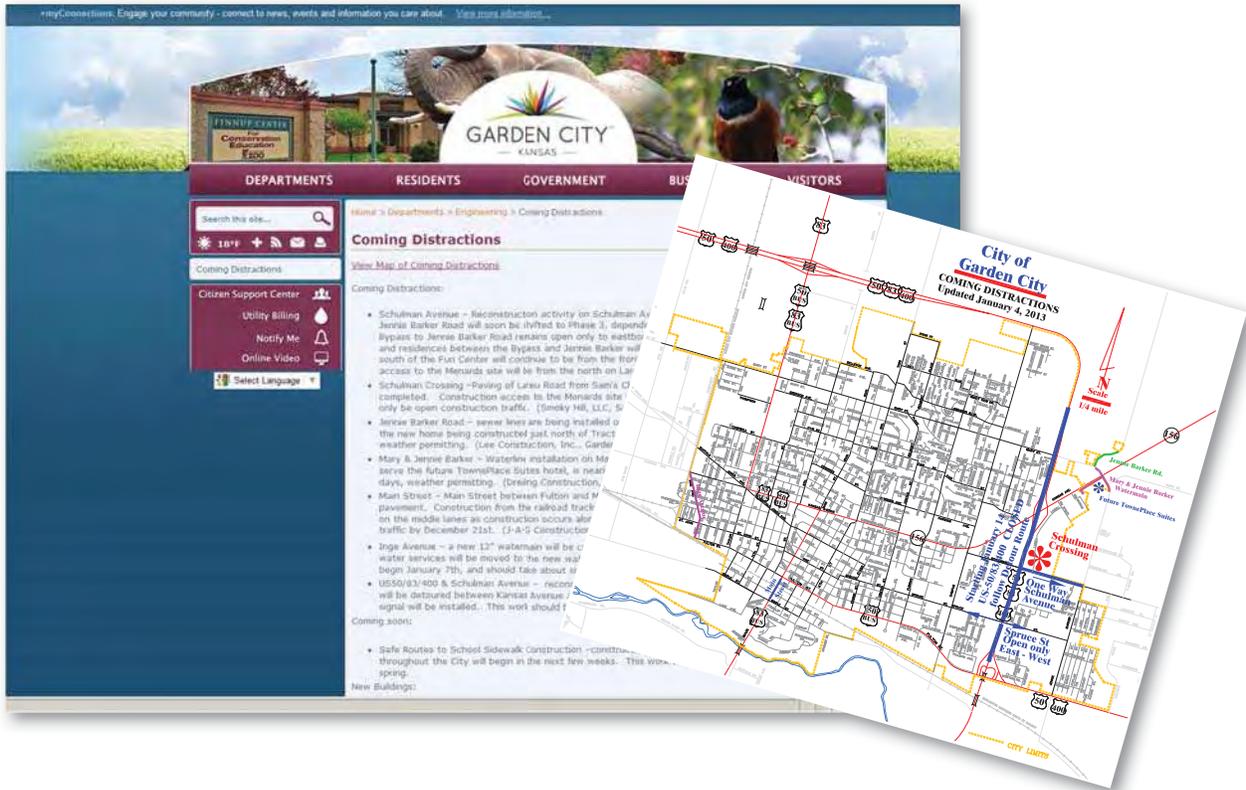
The project has greatly improved the safety of the intersection by removing the close proximity and extremely skewed intersections and replacing them with 90-degree intersections separated to provide improved mobility of traffic along with improved decision sight distance. The reconfigured intersections have already seen a decrease in accidents since project completion. This is especially important to the parents, students, and school district buses using the intersection to access the new high school located west of the intersection along with the elementary and middle schools located just south of the intersection.

The K-156 and Mary Street/Jennie Barker Road project provides numerous safety and operational benefits to the community which includes:

- Improved turning movements
- Increased intersection sight distance
- Reduced intersection conflict points
- An aesthetically pleasing gateway to town
- A facility that will allow for future expansion



The City of Garden City has a unique web page on their website titled “Coming Distractions” which was highly used for this project. This site updated the public at least once a week or more as traffic was altered during construction of the project. In addition, the City of Garden City prepared news releases and sent direct emails to property owners as needed.



An example of the City of Garden City’s “Coming Distractions” page on their website (www.garden-city.org).

UNUSUAL ACCOMPLISHMENTS

This project brought an existing unique situation to light with a combination of three roadways intersecting at 45-degree skewed angles within a close proximity of 300 feet, which created a dangerous configuration of the old intersection for the users of the facility. Due to rapid development in the area, traffic counts warranted the need for additional lanes and modernization from a rural roadway section to urban section. Drainage was also an area of concern due to many undersized cross road structures that caused frequent roadway overtopping conditions and localized flooding. In addition to roadway design, Wilson & Company conducted a traffic study and a master drainage plan to prepare for the expected rapid commercial development in the area. The project included widening of K-156 (Kansas Avenue) to a five-lane urban section; realignment of Mary Street and Jennie Barker Road to intersect K-156 at a 90-degree angle; and also combine the streets into one intersection with K-156. The intersection improvements included new geometrics of a single four-way 90-degree intersection with two 90-degree secondary intersections located at a safe distance from the main intersection. To utilize existing right-of-way and mitigate flooding issues, large drainage ditches were constructed on the old alignments of Jennie Barker Road and Mary Street and outlet to the nearby drainage district channel. The project drainage system consisted of a combination of open ditches, reinforced concrete box culverts, and enclosed storm sewer systems; all designed to accommodate future development and expansion with little reconfiguration.





ADDITIONAL CONSIDERATIONS

Economic Challenges

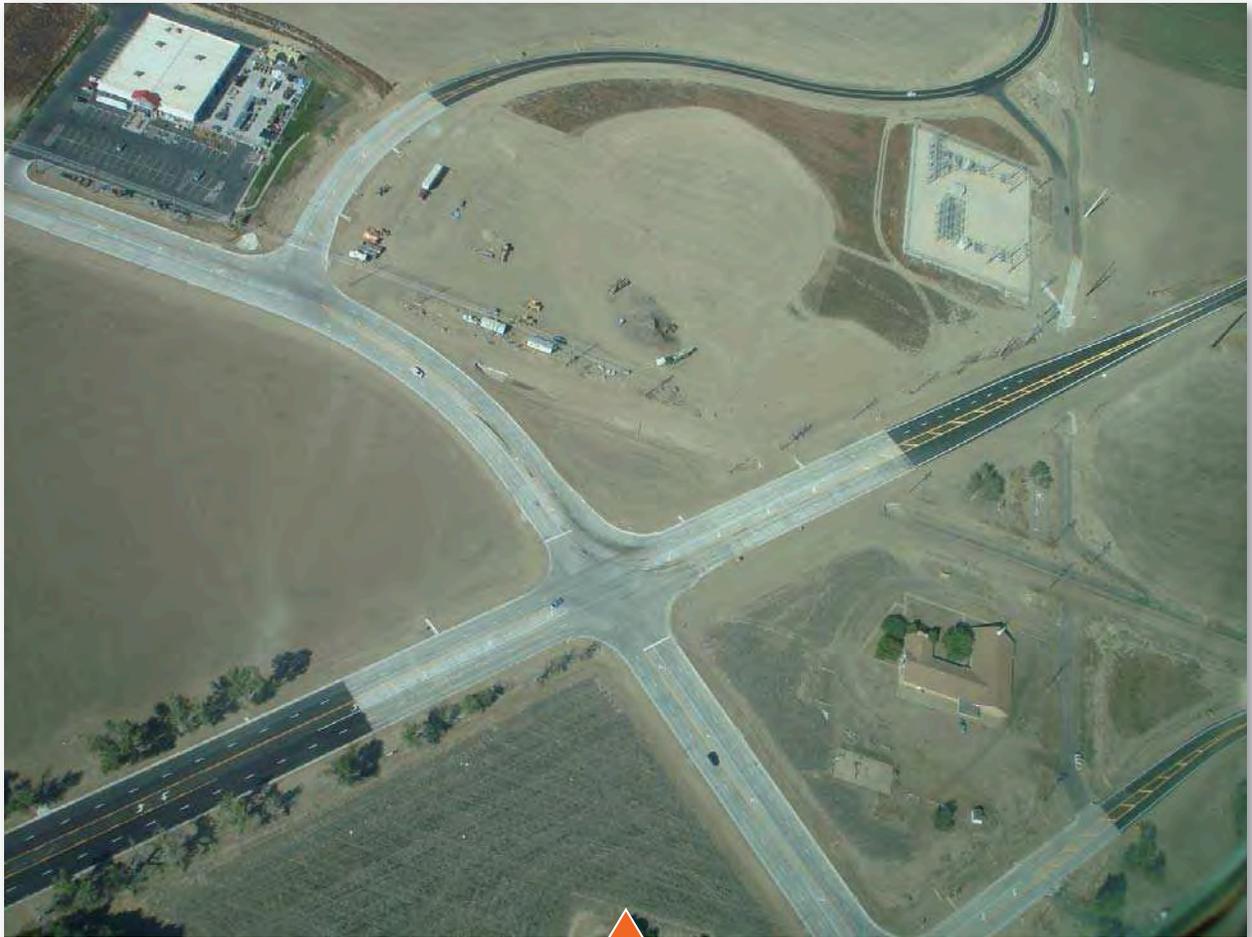
One of the greatest constraints of the project was to design the roadway to fit a narrow corridor of right-of-way that had been purchased based on preliminary geometric layouts. Drainage elements were designed not only to provide adequate capacity, but also fit inside a small footprint. Consideration was also given to the placement of drainage structure to allow for future expansion.

SUMMARY

The K-156 and Mary Street/Jennie Barker Road project is worthy of special recognition because this project has improved safety significantly and provided an aesthetically pleasing urban look to an area that is primarily commercial development with rapid growth. Major improvements were needed to meet the growing traffic demands and accommodate future growth. Along with the geometric improvements to the road, the project eliminated existing flooding issues and provided a drainage system sized for full development. The new intersection configuration provides controlled access management with increased access for future development making this project not only a safety improvement for the traveling public but also an economic benefit to the community.



Aerial view of the K-156 and Mary Street/Jennie Barker Road intersection improvements.



Aerial view of the K-156 and Mary Street/Jennie Barker Road intersection improvements.



The new K-156.



The new consolidated intersection of
Mary Street and K-156
(view from Mary Street).



The new intersection of Mary Street
and Jennie Barker North Road.



CONSTRUCTION ADVISORY

FROM: STEVE COTTRELL

DATE: 19 July 2011

FOR IMMEDIATE RELEASE

On Wednesday afternoon, construction on Mary Street from Tractor Street to Kansas Avenue in Salina, will begin. This project is the final morning starts at 7:00 a.m. the use of portable restrooms will be completed by noon.

Engineering Department

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

Alex P. Mestdagh, P.E.,
Project Engineer

If you have any questions,



CONSTRUCTION ADVISORY

FROM: STEVE COTTRELL, CITY ENGINEER

DATE: 9 September 2011

RELEASE BY: 10 September 2011

Next Monday, September 12th, Smoky Hill LLC, Salina, will switch traffic on K-156 to the westbound lanes. This will allow the final improvements to Kansas Avenue to be completed. Access to north Jennie Barker Road is from the east on Mary Street.

Construction on Mary Street continues from the Bypass east to Tractor Street. Access to the businesses and homes in this area is provided from the west. All work on this project will be completed by mid-October.

-30-

If you have any questions, please contact me at 276-1130.

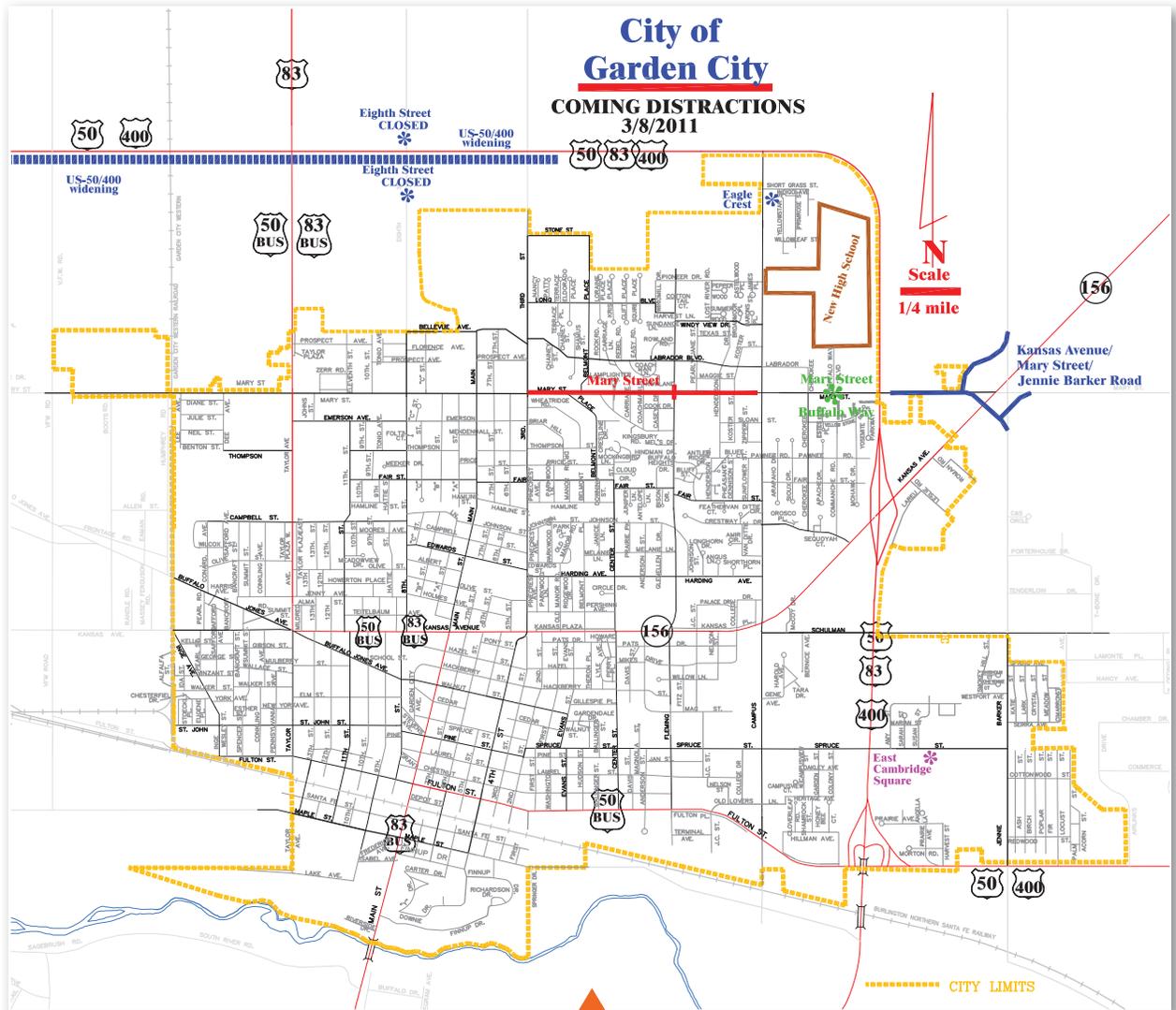
CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

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



Construction advisories sent to residents affected by the construction of the K-156 and Mary Street/Jennie Barker Road intersection improvements project.





“Coming Distractions” map posted on the Garden City website (www.Garden-City.org) to notify residents of potential detours during construction of the K-156 and Mary Street/Jennie Barker Road intersection improvements project.



Remittance Advice

APRIL 12, 2013

Check Number: 1066914

USPS FIRST CLASS MAIL

1066914
CITY OF GARDEN CITY
CITY TREASURER
P.O. BOX 998
GARDEN CITY, KS 67846

Paid by:
SOUTHWESTERN BELL TELEPHONE COMPANY

Invoice Number	Due Date	Anybill Ref#	Amount
Account No: 43-0529710 7353987	04/15/2013	50375124	\$6,291.95

Total: \$6,291.95

CITY of GARDEN CITY, KANSAS 98311

Garden City, Kansas, 4/17, 20 13

RECEIVED OF Southwestern Bell Telephone \$ 6291⁹⁵

DOLLARS

For Franchise fee March 2013

General Operating _____	Cemetery Endowment _____	<u>001-00-000-3067</u>
Water _____	Solid Waste _____	
Electric _____	Housing _____	<u>Melinda Hite</u>
Airport _____	Fund _____	City Clerk



BLACK HILLS/KANSAS GAS UTILITY CO., LLC
FRANCHISE TAXES
March-13

GARDEN CITY

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

DUE DATE: GARDEN CITY

TAX CALCULATION:

TOTAL GAS REVENUE	\$4,595,349.14		
EXEMPT REVENUE	\$ 825,294.34		
GAS TAX CALCULATION	\$3,770,054.80	X	5.0% = \$ 188,502.74
TOTAL TAX			\$ 188,502.74
(WRITE OFFS)/RECOVERIES			\$ (52.96)
TOTAL PAYMENT:			\$ 188,449.78

APRIL 2013 FRANCHISE TAX PAYMENT
BASED ON REV FOR FIRST QTR 2013

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

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

Thank you.

Staff Reports

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

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	110,613	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987
FEBRUARY	116,101	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048
MARCH	76,790	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757
APRIL	106,447	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735
MAY	68,320	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	
JUNE	101,351	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	
JULY	111,185	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	
AUGUST	99,497	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	
SEPTEMBER	80,911	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	
OCTOBER	91,376	107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	
NOVEMBER	82,002	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	
DECEMBER	73,954	75,058	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	
TOTAL RECEIPTS	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>807,527</u>
PERCENTAGE CHANGE	8.60%	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	

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

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

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

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	407,469	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705
FEBRUARY	440,061	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511
MARCH	273,056	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745
APRIL	380,780	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491
MAY	241,167	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	
JUNE	358,841	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	
JULY	408,343	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	
AUGUST	311,866	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	
SEPTEMBER	303,113	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	
OCTOBER	374,010	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	
NOVEMBER	320,162	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	
DECEMBER	271,436	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	
TOTAL RECEIPTS	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>1,903,452</u>
PERCENTAGE CHANGE	10.72%	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	

CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions



Memo

To: City Commission
 From: Kaleb Kentner
 CC: File
 Date: March 22, 2013
 Re: GC2012-074: City of Garden City Zoning Regulations Amendment regarding fences

COMMUNITY
 DEVELOPMENT
 DEPARTMENT
 SERVING
 GARDEN CITY
 HOLCOMB
 AND
 FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

PLANNING AND ZONING

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE
 CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org

The Planning and Community Development Department has been asked to revise and amend the City of Garden City Zoning Regulations, regarding fences.

Background: Staff has received some complaints that the fence regulations are not clear and that property owners want to utilize their entire property if they have to mow and maintain it. In response to that feedback Staff submitted the attached amendment.

One of the issues is that currently the fence regulations require that no fence be placed closer than ten (10) feet from the back of the curb. For instance, in the Stoeckleys Subdivision, on Chesterfield Dr., Stoeckly Pl. and Eugene Pl., on the east side of these streets the property lines are approx. eight (8) feet from the back of curb, while on the west side of the street the property lines are five (5) feet or less from the back of curb. (See attached aerial.) There are other areas within Garden City where similar issues exist.

Staff has also identified eleven (11) cases of waivers granted since the Fence Regulations were amended early in 2011.

Property owners want to utilize and protect their properties as much as possible and erecting a fence is the most common way that is done. To accommodate the property owner's needs and meet the safety requirements, staff makes the following recommendations.

1. Maintain visibility (pedestrian/vehicular) in the front yards, where the front yard is considered to be the area located in front of the front yard setback line:
 - a. On lots with frontages less than one hundred (100) feet, solid fences shall not exceed three (3) feet in height.
 - b. Fences less than fifty (50%) percent visually open shall be required to have sight triangles when intersecting with other streets, alleys and driveways.
 - c. Fences over seventy (70%) percent visually open may exceed three (3) feet in height.
2. Allow for maximum utilization of the property:
 - a. Fences may be erected along property lines.
 - b. In Residential Districts, fences may be erected within the right-of-way (ROW), provided that the following apply:
 - I. The applicant shall be required to submit a recorded copy of the Fence Liability Waiver Form, recorded at the Register of Deeds, together with the Fence Permit Application and fees.
 - II. The applicant or fence contractor shall provide a mechanically stamped, carved or engraved metal plate, not less than 4 inches x 6 inches in area, permanently affixed to the fence located on the right-of-way stating "Fence on Right of Way. DO NOT REMOVE THIS SIGN. Verify with the City for any repairs, alteration or removal".
 - III. If a sidewalk exists within the block, the applicant shall construct a sidewalk or provide enough space for the sidewalk to be constructed to match the neighborhood.
 - IV. The applicant shall verify that there are no be public utility easements within that ROW at the proposed fence location.
 - V. Each case will be reviewed on a case by case basis.



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

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

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

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

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

Staff has also identified negative impacts to amending the fence regulations.

1. Adverse possession. The City Attorney stated that an individual cannot obtain a property interest in public property via an adverse possession claim or a prescriptive easement claim.
2. Infringement of the ROW may inhibit solid waste collection operations.
3. When the properties change ownership, the new owner may not understand or be advised of the Liability Waiver, thus creating conflict if and when City requests to utilize the property from the property owner.

On November 15, 2012, staff had not yet received the comments back from the City Attorney's office, and recommended not to take vote until further information is provided by the City Attorney's office regarding the impacts amending the fence regulations. The case was left OPEN for discussion for the December 2012 Planning Commission. NO vote was taken.

On December 20, 2012, the case was continued to be left OPEN for discussion for the January 2013 Planning Commission. NO vote was taken.

On January 17, 2013, the Planning Commission recommended amending the zoning regulations to include design guidelines including but not limited to addressing safety, location, height, materials, design and scale, methods of construction and neighborhood context issues. The case was continued to be left OPEN for discussion for the February 2013 Planning Commission. NO votes were taken.

On March 21, 2013, the Planning Commission recommended approval of the zoning regulation as submitted. Following the March 21 meeting, a request for a solid privacy type fence along the front property line of a large lot was submitted. Staff discussed the ramifications of this request and debated allowing larger lots to erect privacy fences along their front property lines. The major benefit of this was determined to be that on corner lots, which have two front yards due to fronting two streets, a property owner would be allowed to install a privacy fence along the side of their lot that was one hundred (100) or more feet in length so long as any site triangles were maintained.

ALTERNATIVES:

1. The Commission may elect to make no changes to the Zoning Regulations.
2. The Commission may approve amending the regulation as presented in the attached document.
3. The Commission may approve the amendment with additional changes to the Zoning Regulations.

RECOMMENDATION: After review of the purpose and intent, staff recommends Alternative 2.



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

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

**PLANNING AND
ZONING**

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org



ORDINANCE NO. _____-2013

AN ORDINANCE REGULATING FENCING IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION SECTION 22.110; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTION 22.110; 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 22.110 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

22.110 FENCE REGULATIONS.

(A) Permit & Fee:

- (1) Building permits are required for all fences constructed, altered, or repaired within the City. A permit fee of ten dollars (\$10.00) shall be included with the application. Permit applications shall include type of materials, sketch plan of fence location and other pertinent information as required by the building inspector. Construction without a permit, and the subsequent investigative fee, and re-inspection fee shall be assessed as outlined in the building code.

(B) General Provisions:

- (1) All fencing shall be constructed of brick, wood, metal, concrete block, chain link, vinyl, or other material normally intended to be used for fencing. Electric and razor wire fences are prohibited in all zoning districts.
- (2) No fence shall be constructed that may constitute a hazard to traffic or a danger to persons or animals.
- (3) On any corner lot that abuts another street, a sight triangle shall be required if the fence is greater than three (3) feet in height or seventy percent (70%) or more visually open. Sight triangles are measured twenty-five (25) feet along the property lot lines from the point of intersection, the third line being a diagonal line connecting the first two (2) lines. At the intersection of a collector or arterial street, the sight triangle may be increased to provide adequate sight distance as determined by the city engineer. Fences placed adjacent to driveways shall not cause sight visibility issues or present safety hazards.
- (4) A fence may be located along any property line, but shall not be placed on any right-of-way.
- (5) Solid or privacy type fences three (3) feet or less in height shall be permitted in any yard.

- (6) Solid or privacy type fences exceeding three (3) feet shall be permitted in any yard, at or behind the setback line outlined in these regulations or by plat, so long as sight triangles are maintained. On lots with frontages of one hundred (100) feet or more a privacy type fence exceeding three (3) feet shall be permitted at or behind the property line so long as sight triangles are maintained.
- (7) Seventy percent (70%) visually open fences may be permitted in any yard.
- (8) Fences on public property, school grounds and parks may be constructed of a height greater than six and one half (6 1/2) feet, but in no case higher than ten (10) feet.

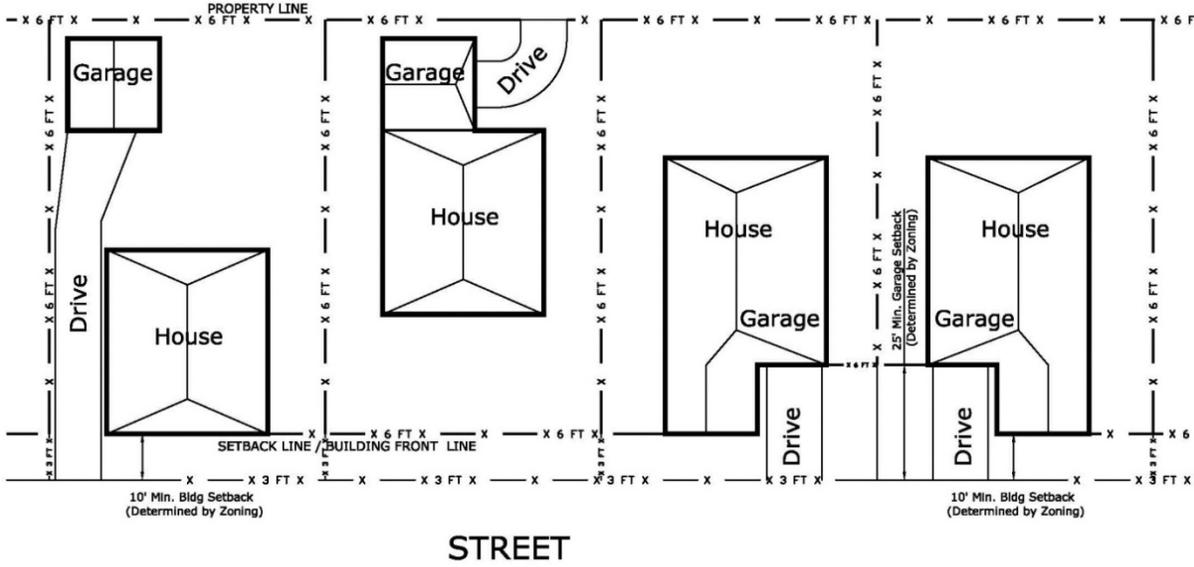


Fig. 22.100 (a) – Typical Fences for Central Lots

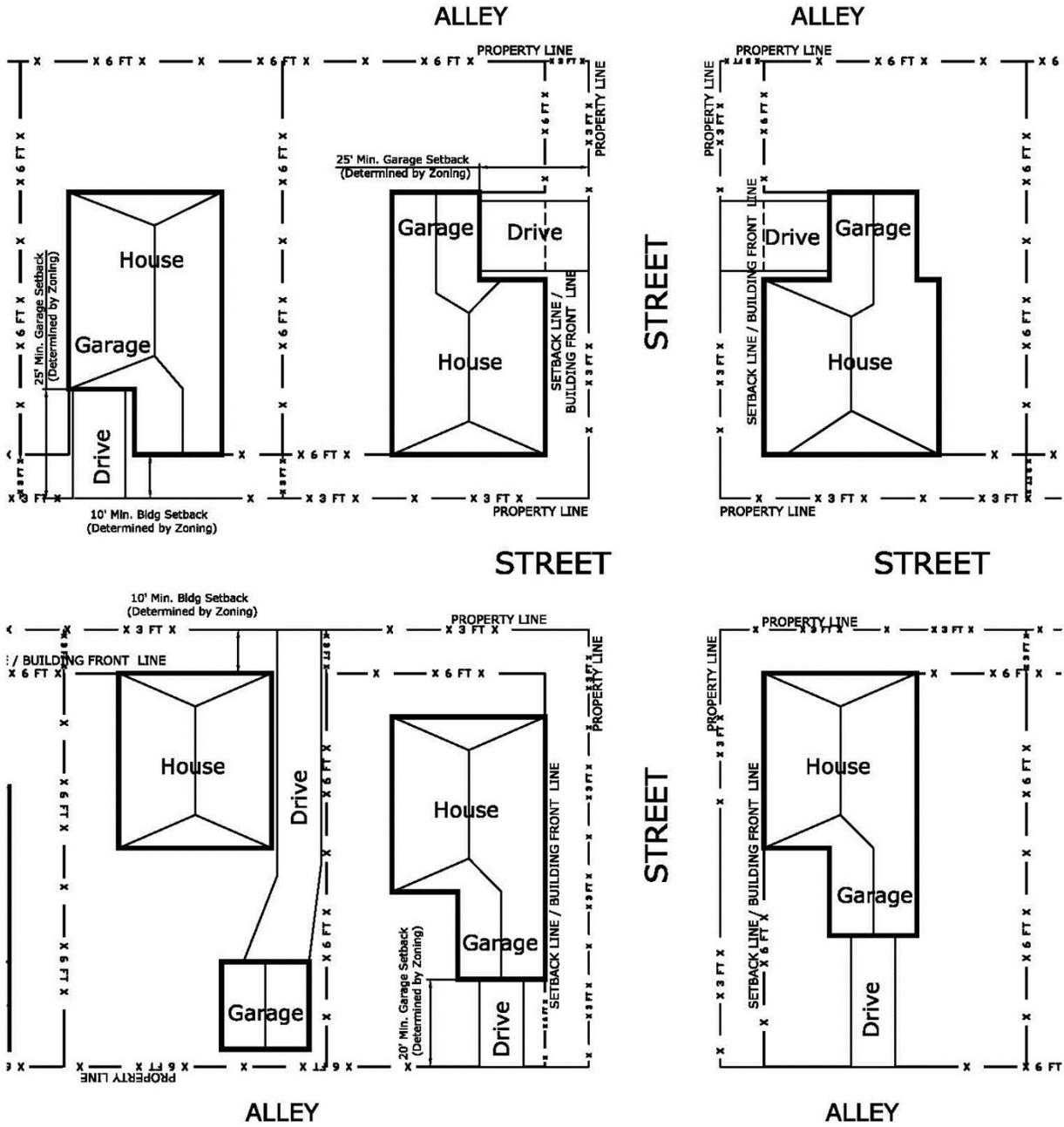


Fig. 22.100 (b) – Typical Fences for Corner Lots

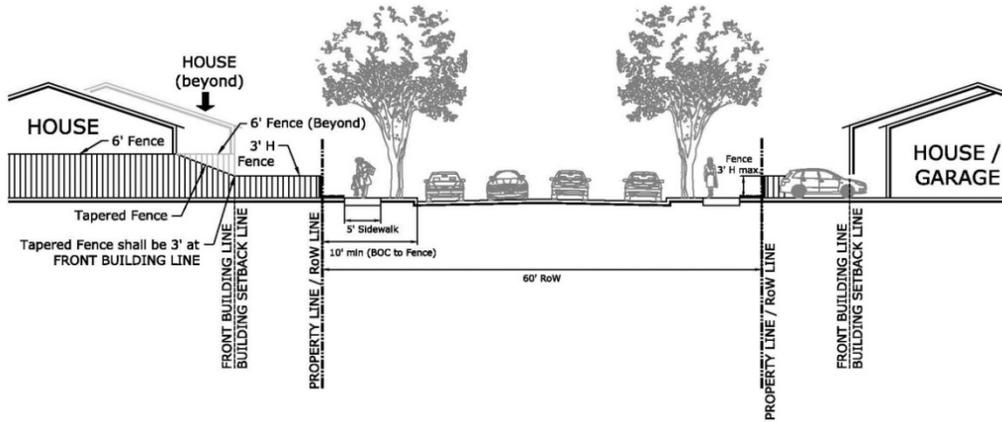


Fig. 22.100 (c) – Typical Cross Section with Landscaped Area and Sidewalk

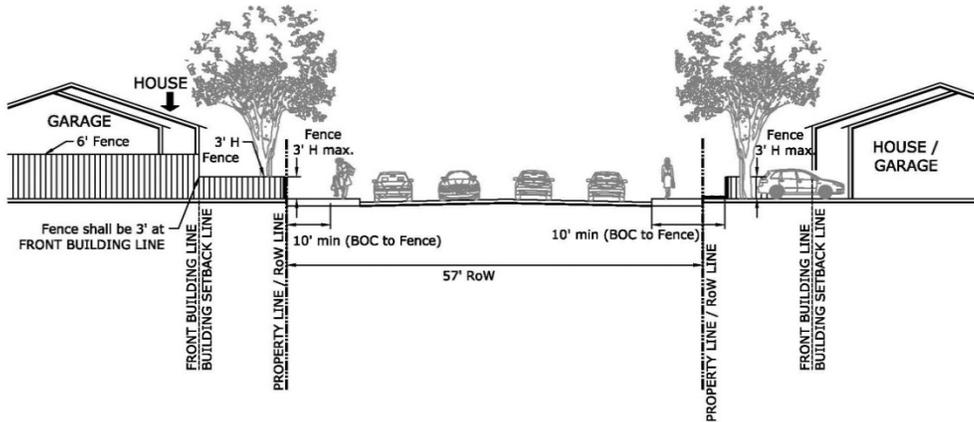


Fig. 22.100 (d) – Typical Cross Section with NO Landscaped Area and Sidewalk

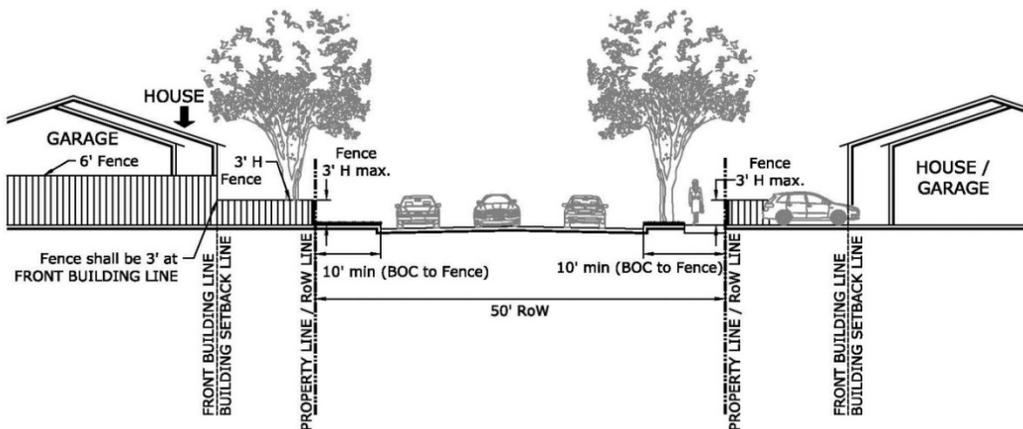


Fig. 22.100 (e) – Typical Cross Section with NO Landscaped Area and Sidewalk

(C) Fences in Residential Districts:

- (1) No fence shall exceed eight (8) feet in height.
- (2) Barbed wire fences are prohibited in all residential districts.
- (3) A fence may be located beyond the property line, within the right-of-way, only after the following conditions are met:
 - (a.) The applicant shall provide a recorded copy of the Fence Liability Waiver Form, recorded at the Register of Deeds, together with the Fence Permit Application and applicable fees.
 - (b.) The applicant shall permanently affix a mechanically stamped, carved or engraved metal plate, not less than 4 inches x 6 inches in area, to the fence located on the right-of-way stating "Fence on Right of Way. DO NOT REMOVE THIS SIGN. Verify with the City for any repairs, alteration or removal of this fence".
 - (c.) If a sidewalk exists on the block, the applicant shall construct a sidewalk or provide enough space for the sidewalk to be constructed to match the neighborhood.
 - (d.) The applicant will be required to meet the applicable State and Federal Highway Regulations.

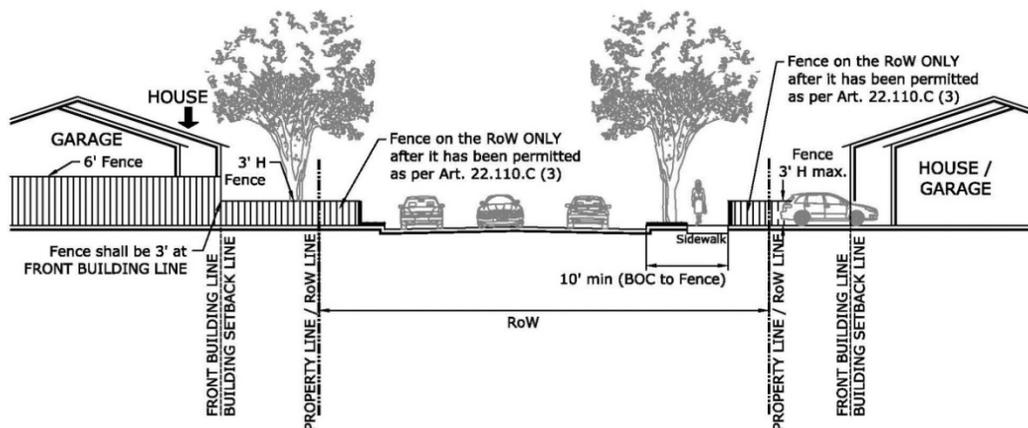


Fig. 22.100 (f) – Typical Cross Section Fences on the Right-of-Way (Row)

(D) Fences in Agricultural, Commercial, and Industrial Districts:

- (1) All fences constructed in agricultural, commercial, and industrial districts shall be included in the site plan approval process.
- (2) Barbed wire fences may be placed in agricultural districts.

- (3) Barbed wire fencing may only be used in commercial and industrial districts for security purposes. The barbed wire shall be at least six (6) feet above grade, and not to exceed eight (8) feet from the immediate adjacent grade, and shall not project beyond the property line.
- (4) No fence shall exceed ten (10) feet in height.

SECTION 2. The Zoning Regulations for the City of Garden City, Kansas, Section 22.110, as previously existing, is 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 3. 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 May, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor

STAFF REPORT

GC2013-05/GC2013-12: Preliminary and Final Plats, Comprehensive Plan Amendment, and Rezoning from "L-R" Low Density Residential to "R-1" and R-3" Single and Multiple Family Residential Districts, Chappel Heights Addition (Mary Road and Jennie Barker Rd.), Finney County, KS

GENERAL INFORMATION

Date:	April 30, 2013	Jurisdiction:	Finney County
Owner:	Bernard Chappel		
Applicant:	Bernard Chappel		
Requested Action:	Rezone from "L-R" Low Density Residential to "R-1" and "R-3" Single and Multiple Family Residential Districts		
Purpose:	Rezone Recently Annexed Property		
Location address:	Approximately at the intersection of Mary Road and Jennie Barker Road		
Comprehensive Plan:	Proposed land use is not consistent with the Comprehensive Plan		
Sites Existing Zoning:	"L-R" Low Density Residential		
Surrounding Zoning:	North "P-F" Public Facilities District South "L-R" Low Density Residential East "L-R" Low Density Residential West "L-R" Low Density Residential		
Land Area:	Contains 26 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The City's comprehensive plan shows the area as single family residential potential. The amendment would change that to mixed single family and multi-family residential potential.
2. The Applicant plans to develop the property into housing ranging from apartments to duplexes and single family homes.
3. The comprehensive plan amendment, rezoning, and plats will be contingent upon a Development Agreement between the developer of the property and the City.
4. The applicant shall submit a general site plan to be reviewed before any building permits may be issued.
5. The applicant shall comply with regulations regarding the "R-1" and "R-3" Single and Multiple Family Residential Districts as outlined in the Garden City Zoning Regulations.
6. The remainder of the parcel as it now exists will be annexed, platted, and rezoned before construction of the second phase of the Chappel Heights Addition begins.

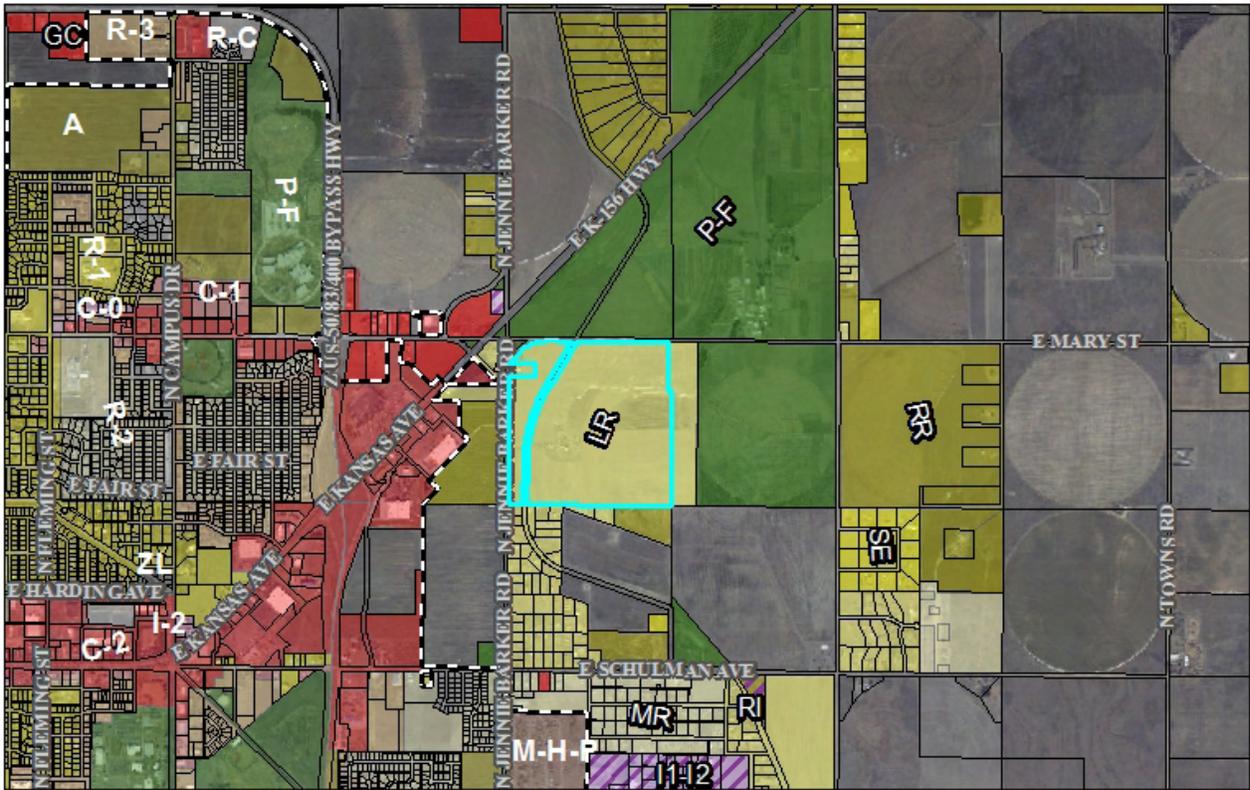
RECOMMENDATION

Staff recommends approval of all four actions.

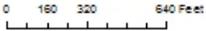
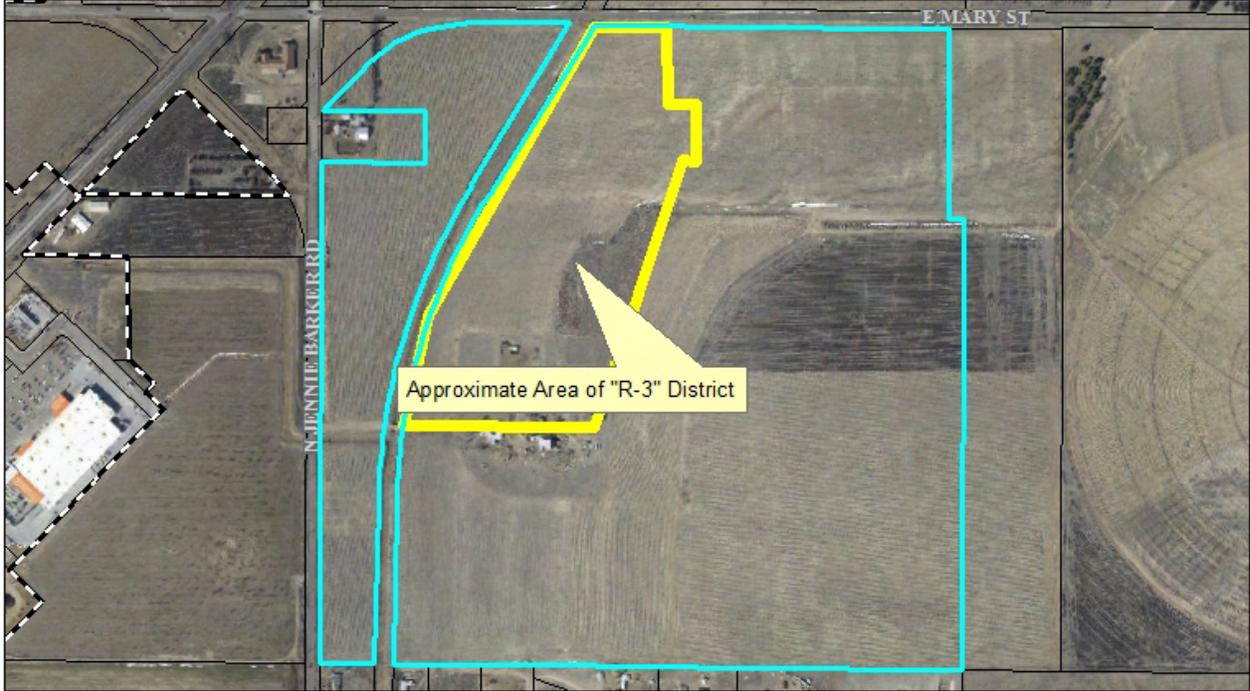
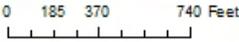
PLANNING COMMISSION RECOMMENDATION: Approval of Preliminary and final plats as well as the Comprehensive Plan Amendment and Rezoning request.

Members Present- 6 (Member Chappel recused himself due to his interest in the case.)

Preliminary Plat	Final Plat	Comp Plan Amendment	Rezoning
Yea-5	Yea-5	Yea-5	Yea-5
Nay-0	Nay-0	Nay- 0	Nay-o



Case Number: GC2013-005
 Address: Jennie Barker and Mary
 Applicant: Bernard Chappel
 Request: Rezoning "L-R" to "R-3"





Area from Southwest Corner



Property to the West of Area



Property to the Southwest of Area



Area from the North



Property to the North of Area

ORDINANCE NO. _____

AN ORDINANCE REZONING LAND FROM "L-R" LOW DENSITY RESIDENTIAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

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

The boundary of the "R-3" Multiple Family Residential District is hereby amended to include the following described real property:

A parcel of land located in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, thence S 89°45'29" E, on the North Line of said Northwest Quarter, for a distance of 1,127.34 feet; thence S 00°00'00" W, for a distance of 40.00 feet to the POINT OF BEGINNING; thence S 89°45'29" E, 258.49; thence S 00°00'52" E, for a distance of 300.00 feet; thence S 89°45'29" E, for a distance of 170.00 feet; thence S 00°00'52" E, for a distance of 130.00 feet; thence N 89°45'29" W, for a distance of 30.00 feet; thence S 00°00'52" E, for a distance of 221.99 feet; thence S 31°15'41" W, for a distance of 391.87 feet to the beginning of a curve; thence Southwesterly on a curve concave to the Southeast, having a radius of 2,075.00 feet, a delta angle of 20°23'15", a chord bearing S 19°23'53" W, a chord distance of 853.16 feet, for an arc distance of 859.29 feet; thence N 66°55'04" W, for a distance of 316.75 feet to the beginning of a curve; thence Northwesterly on a curve concave to the Southwest, having a radius of 830.00 feet, a delta angle of 22°50'27", a chord bearing N 78°20'16 W, a chord distance of 328.69 feet, for an arc distance of 330.88 feet; thence N 89°45'29" W, for a distance of 45.46 feet to a point on the Easterly right-of-way line of Drainage Ditch Number 2, said point being the beginning of a curve; thence Northeasterly on the Easterly right-of-way line of Drainage Ditch Number 2 on a curve concave to the Southeast, having a radius of 2,755.00 feet, a delta angle of 21°35'19", a chord bearing N 20°28'01" E, a chord distance of 1,031.93 feet, for an arc distance of 1,038.06 feet; thence N 31°15'41" E on the Southeasterly right-of-way line of Drainage Ditch Number 2 for a distance of 743.77 feet to the point of beginning. Said tract consisting of 25.36 acres, more or less.

SECTION 2. The District Zoning Map referred to in the Zoning Regulations Article 3, Section 3, of Garden City, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, 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, are repealed, to be replaced as amended 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 May, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor



Memo

To: City Commission
 From: Kaleb Kentner
 CC: File
 Date: April 30, 2013
 Re: GC2013-19: Amendment – Minimum Dimensions for Single Family Uses in R-2 and R-3 Districts

COMMUNITY
 DEVELOPMENT
 DEPARTMENT

SERVING
 GARDEN CITY
 HOLCOMB
 AND
 FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

**PLANNING AND
 ZONING**

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org

Background: The Zoning Regulations for the R-2 and R-3 Residential Districts set minimum square foot requirements as well as minimum dimension requirements. There exist multiple lots in the City that meet the square foot minimum, but for whatever reason do not meet the minimum dimension requirements. Because of this, these lots are not able to be developed.

Staff recommends eliminating the minimum dimension requirements and replacing them with the wording, "(Minimum Square Footage) so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations." For example Article 6.040 currently reads:

Five thousand (5,000) square feet of lot area with a minimum lot width shall not be less than fifty (50) feet and minimum lot depths shall not be less than one hundred (100) feet for single-family dwellings. For all other uses other than single-family dwellings, the lot area shall not be less than ten thousand (10,000) square feet.

Amended Article 6.040 will read:

Five thousand (5,000) square feet of lot area so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations. For all other uses other than single-family dwellings, the lot area shall not be less than ten thousand (10,000) square feet.

Section 7.040 will be amended similarly.

All building designs are required to meet the applicable District setback and parking requirements regardless of lot dimension. Here is a table of minimum, maximum, and common lot widths and depths following the 3:1 depth to width ratio and minimum square foot requirements:

District	Minimum Lot Size	Minimum Lot Width	Depth Required for Min Width	Maximum Depth for Min Width	Common Width	Minimum Common Depth	Max Depth for Common Width
R-1	6000 sqft	60	100	180	60	100	180
R-2	5000 sqft	41	121.95	123	50	100	150
R-3 sf	6000 sqft	45	133.33	135	60	100	180
R-3 Duplex	8000 sqft	52	153.85	156	80	100	240
R-3 Triplex	10000 sqft	58	172.41	174	80	125	240
R-3 4plex	12000 sqft	64	187.5	192	90	134	270
R-3 Apt	15000 sqft	71	211.27	213	90	166.66	270

Alternatives:

1. The Commission may amend the regulation as presented.
2. The Commission may choose to not amend to the zoning regulations.

Recommendation: The Planning Commission recommended amending the regulations as presented by a vote of 6-0.

ORDINANCE NO. _____-2013

AN ORDINANCE REGULATING LOT DIMENSIONS FOR "R-2" SINGLE FAMILY RESIDENTIAL AND "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICTS IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION SECTIONS 6.040 AND 7.040; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 6.040 AND 7.040; 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 6.040 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

6.040 LOT SIZE REQUIREMENTS. Five thousand (5,000) square feet of lot area so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations. For all other uses other than single-family dwellings, the lot area shall not be less than ten thousand (10,000) square feet

SECTION 2. Section 7.040 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

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

- (A) Single-Family Dwelling: Six thousand (6,000) square feet of lot area so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations. Lots platted prior to December 1, 2010, may have these lot size reduced up to 20%.
- (B) Two Family Dwelling – Duplex or Townhouse: Eight thousand (8,000) square feet of lot area so long as the lot does not exceed the 1:3 width to depth ratio outlined in the subdivision regulations.
- (C) Three Family Dwelling – Triplex: Ten thousand (10,000) square feet of lot area.
- (D) Four Family Dwelling – Fourplex: Twelve thousand (12,000) square feet of lot area.
- (E) Apartments: Fifteen Thousand (15,000) square feet of lot area.

SECTION 3. The Zoning Regulations for the City of Garden City, Kansas, Sections 6.040 and 7.040, as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation Sections not specifically amended or deleted herein shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 7th day of May, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor

W:\RDG\CITY\ORDINANCES\Zoning\ZoningOrd(LotDimensions).docx

STAFF REPORT
GC2013-25/GC2013-29: Rezoning from "C-2" General Commercial to "I-2" Medium Industrial District, Gian Addition Plat
2511 N. Hwy 83, Garden City, KS

GENERAL INFORMATION

Date:	March 1, 2013	Jurisdiction:	Garden City
Owner:	Ali Gian Irrevocable Trust		
Applicant:	Mike or Frank Gian		
Requested Action:	Rezoning from "C-2" General Commercial to "I-2" Medium Industrial District		
Purpose:	Rezone to Sell		
Location address:	2511 N. Hwy 83		
Comprehensive Plan:	Proposed land use is consistent with the Comprehensive Plan		
Sites Existing Zoning:	"C-2" General Commercial District		
Surrounding Zoning:	North "GC" General Commercial District (County) South "I-2" Medium Industrial District East "C-2" General Commercial and "R-3" Multi Family Residential Districts West "R-2" Single Family Residential District		
Land Area:	Contains 31.35 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The applicant is seeking to rezone the property to subdivide and sell the property for industrial use.
2. There is no plat of the property at this time.
3. The applicant shall comply with regulations regarding "I-2" Medium Industrial District in the Garden City Zoning Regulations including, but not limited to, ensuring adequate buffer zones between abutting residential properties and fencing of outdoor storage.
4. Rezoning of the property shall be contingent on the Developer submitting a plat for the property and signing a development agreement with the City.

RECOMMENDATION

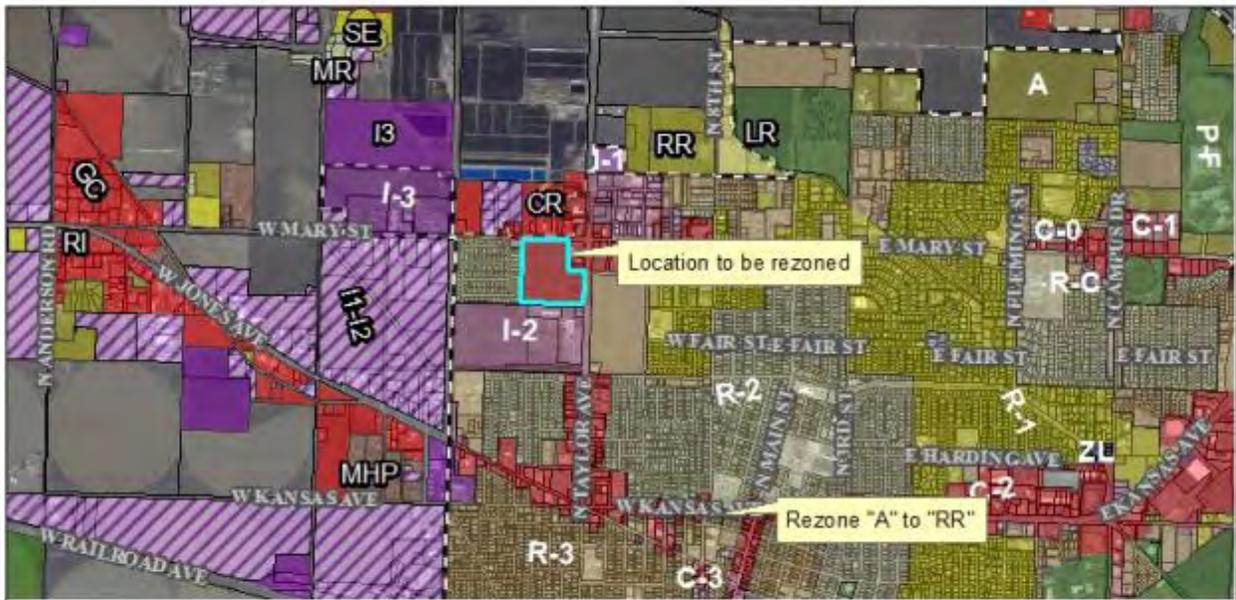
Staff recommends approval of the rezoning.

PLANNING COMMISSION RECOMMENDATION: Approve rezoning.

Members Present- 7
 Yea vote- 4
 Nay vote- 3

PLANNING COMMISSION RECOMMENDATION: Approve Plat.

Members Present-7
 Yea vote-4
 Nay vote-3



Case Number: GC2013-25
 Applicant: Martin Nusser
 Address: 2511 N. Hwy 83
 Request: Rezone from "C-2" to "I-2"





View of Site from Southwest Corner Looking East



View of Site from Southwest Corner Looking North



View of Site from Northwest Corner Looking South



View of Site from Northwest Corner Looking Southeast



View of Site from Northwest Corner Looking East



Panorama of Site from Northwest Corner



Panorama of Site from Southwest Corner

ORDINANCE NO. _____

AN ORDINANCE REZONING LAND FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "I-2" MEDIUM INDUSTRIAL DISTRICT IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; REPEALING THE CURRENT DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

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

The boundary of the I-2 Medium Industrial District is hereby amended to include the following described real property:

A tract of land recorded in the Deed in Book 235, Page 915 and located in the Northeast Quarter of Section 12, Township 24 South, Range 33 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described and recorded as follows:

The Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twelve (12), Township Twenty-four (24) South, Range Thirty-three (33) West of the 6th P.M., in Finney county, Kansas, EXCEPT the roadway along the South side thereof (approximately 33') and EXCEPT the U.S. Highway No. 83 right-of-way and EXCEPT the following tract:

A tract beginning at a point located on the West right-of-way line of U.S. Highway 83, said point being 76.6 Feet West of the Northeast corner of Section Twelve (12), Township Twenty-four (24) South, Range Thirty-three (33) West of the 6th P.M., Finney County, Kansas, thence South on said right-of-way line a distance of 630.2 Feet to a point; thence West at an interior angle of 90°00' a distance of 324.43 Feet to a point; thence North at an interior angle of 90°00' a distance of 630.2 Feet to the North line of said Section Twelve (12); thence East at an interior angle of 90°00' a distance of 324.43 Feet to the point of beginning.

SECTION 2. The District Zoning Map referred to in the Zoning Regulations Article 3, Section 3, of Garden City, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, 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, are repealed, to be replaced as amended 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 May, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 01/11/2013
Re: Rural Housing Incentive District Resolution Establishing a Date and Time for a Public Hearing

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: Rural Housing Incentive District Resolution Establishing a Date and Time for a Public Hearing.

BACKGROUND: As Required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the East Cambridge Square Phase 2 RHID will be considered.

The date and time established in the resolution is: June 18, 2013 at 2:00 PM. A preliminary copy of the Development Plan to be considered at that time is included with this memo for your review.

The development will consist of twenty eight (28) single family homes and thirteen (13) duplexes. Staff has determined that from the projected build-out of approximately five (5) units per year the project does comply with the most recent housing study. The property will not need to be rezoned to accommodate the project.

Alternatives:

1. The Commission may elect to pass the attached resolution.
2. The Commission may elect to not pass the attached resolution.

Recommendation: Staff recommends approval of the resolution.

Fiscal Note: There is no fiscal note at this time. The Developer will fund the project through private financing.

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

Resolution No. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (EAST CAMBRIDGE SQUARE PHASE 2)

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

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

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

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

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

WHEREAS, the City of Garden City, Kansas (the City) has an estimated population of approximately 30,658, is located in Finney County, Kansas, which has an estimated population of approximately 43,008, and therefore constitutes a City as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis updated August, 2012 (the Analysis), a copy of which is on file in the office of the City Clerk, and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2506-2012 which made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated November 27, 2012 authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the District); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the Plan); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District, and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares intent to establish within the City a Rural Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in **Exhibit A** attached herein, and shown on the map depicting the existing parcels of land attached herein as **Exhibit B**. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land improvement values separately, is attached hereto as **Exhibit C**.

Section 2. Proposed Plan. The Governing Body hereby further declares intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in

the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in **Exhibit D** attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in **Exhibit E** attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on June 18, 2013, at the City Commission Meeting Room, City Hall, 301 N. 8th Street, Garden City, Kansas 67846; the public hearing to commence at 2:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
 - A. The Board of County Commissions of Finney County, Kansas;
 - B. The Board of Education of U.S.D. 457;
 - C. The Board of Trustees of Garden City Community College; and
 - D. The Planning Commission of the City.
2. This Resolution, specifically including **Exhibit A** thru **E** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Garden City, Kansas on May 7, 2013.

Dan Fankhauser, Mayor

Celyn N. Hurtado, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on May 7, 2013 as the same appear of record in my office.

DATED: May 7, 2013

Celyn N. Hurtado, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR EAST
CAMBRIDGE SQUARE PHASE 2 PROJECT**

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

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

EXHIBIT B

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



SPRUCE ST

JENNA LN

ALYSSA CT

East Cambridge Square Phase 2 Addition to Garden City, KS

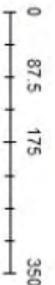


EXHIBIT C

**LIST OF NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN
THE PROPOSED DISTRICT**

East Cambridge LLC
117 Grant Avenue
Garden City, KS 67846

EXHIBIT D

**DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED
TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RURAL HOUSING INCENTIVE DISTRICT**

Housing Facilities

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

Public Facilities

Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including street, water, sanitary sewer, and electric improvements.

Infrastructure improvements will be constructed concurrently with the project.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Garden City has entered into a development agreement with Dick Construction. This agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Garden City.

Feasibility Study

The City conducted a study to determine whether the public benefits derived from the rebate would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the Development, less existing property taxes to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure.

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

INTRODUCTION

On October 16, 2012 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution No. 2506-2012 that found and determined that:

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

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

Following the adoption of Resolution No. 2506-2012, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On November 27, 2012, the Secretary of Commerce provided written confirmation, approving the establishment of the East Cambridge Square Phase 2 Rural Housing Incentive District (the District) (Resolution 2506-2012, exhibits F-1 and F-2).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

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

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

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

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

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

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

Housing Facilities

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

Public Facilities

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

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

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

1. The Governing Body of the City entered into a Development Agreement with East Cambridge, LLC, in June of 2013. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.
2. The City conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of

revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. the analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN – EXHIBIT A
MAP OF THE EAST CAMBRIDGE SQUARE PHASE 2
RURAL HOUSING INCENTIVE DISTRICT

East Cambridge Square Phase 2 Addition to Garden City, KS



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

Cost of Infrastructure Improvements	
\$	1,543,755.00

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

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

15 year Estimate for Build Out Over Time

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

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

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

**Development Agreement
EAST CAMBRIDGE SQUARE PHASE 2**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this ____ day of June, 2013, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **East Cambridge LLC** (hereinafter “Developer”).

RECITALS

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a residential development to be known as “East Cambridge Square Phase 2” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on **Exhibit A**, further described as East Cambridge Square Phase 2 Project, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of single family residences, duplexes, and all related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Finney County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

City—means the City of Garden City, Kansas

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

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

Developer—means East Cambridge LLC or permitted successors or assigns in interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 PRELIMINARY RESOLUTION. Governing Body has heretofore adopted Resolution No. 2506-2012 on October 16, 2012, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 DEPARTMENT OF COMMERCE FINDING. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On November 27, 2012, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 FURTHER PROCEEDINGS. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said

ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

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

3.2 CONSTRUCTION OF THE DEVELOPMENT PROJECT. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

3.2.1 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.3 CONCEPT SITE PLAN. Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site plan is hereby approved by the Parties. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project provided, however, that Developer may not make Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

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

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

3.4.2 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

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

ARTICLE IV

FINANCING OBLIGATIONS

4.1 FINANCING OF PUBLIC IMPROVEMENTS. All costs of the Internal Infrastructure Improvements shall be paid in cash or finance by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250 (b)(2)(A). These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2013 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

ARTICLE V

GENERAL PROVISIONS

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

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

5.3 SUCCESSORS AND ASSIGNS.

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.

- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

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

5.5 FORCE MAJEURE. Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer

to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

a. In the case of Developer, to:

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

b. In the case of City, to:

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

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

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

actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

(a.) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
- (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- (iii.) Workers Compensation insurance, with statutorily required coverage.

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

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

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

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

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

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

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

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

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

5.16.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment

of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in

connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by city following termination of this Agreement as Development Project or portion thereof.

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

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

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

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

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

CITY OF GARDEN CITY, KANSAS

By: _____
Dan Fankhauser, Mayor

Dated: June ____, 2013

ATTEST: (SEAL)

Celyn N. Hurtado, City Clerk

East Cambridge LLC

By: _____
Dean Ryan

Dated: June ____, 2013

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

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

EXHIBIT A

PROPERTY DESCRIPTION

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

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

EXHIBIT B

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

East Cambridge Square Phase 2 Addition to Garden City, KS



EXHIBIT C

THE EAST CAMBRIDGE SQUARE PHASE 2 SITE DEVELOPMENT PLAN

EXHIBIT D

ELIGIBLE COSTS FOR
THE EAST CAMBRIDGE SQUARE PHASE 2 PROJECT

The East Cambridge Square Phase 2 Site Work Estimates:

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

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

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of East Cambridge LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of June ____, 2013 (the Development Agreement) by and among the City of Garden City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____

East Cambridge LLC

By: _____

Name:

Title:

Old Business



MEMORANDUM

DATE: April 30, 2013
TO: Governing Body
FROM: Matt Allen, City Manager
RE: Additional Funding for Southwest Chief Rural Rail Partnership

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

Issue

Staff is seeking permission to authorize additional funding to the Southwest Kansas Coalition to continue to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief.

Background

In February 2012, the City Commission authorized funding to underwrite the expenses of Alston & Bird, LLC as the firm represents the Southwest Chief Rural Rail Partnership in Washington, D.C. Alston & Bird has been a valuable resource in the efforts to maintain passenger rail service through our communities as its staff on the ground in DC is able to represent our partnership and keep us informed on happenings there.

The firm continues to seek a federal funding solution to the \$300 million funding gap for capital repairs on BNSF's track that carries Amtrak's Southwest Chief through Garden City. These costs include \$111.2 million needed to make immediate repairs to the track from Newton, Kansas to Albuquerque, New Mexico. If these repairs aren't made, the rail speeds will be reduced below 60 mph across this section of line until such time as the Southwest Chief is relocated to an alternate route. These repairs are not political. They are functional and driven by safety regulations. Alston & Bird is currently helping the Southwest Chief Rural Rail Partnership prepare a TIGER Grant application.

However, the funding that our communities have contributed to retain Alston & Bird's services will run out soon. Staff is seeking permission to authorize additional funding to help underwrite Alston & Bird's costs.

Alternatives

- A. Allow staff to authorize additional funding not to exceed \$20,000 to the Southwest Kansas Coalition to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief Rural Rail Partnership.
- B. Allow staff to authorize additional funding in an alternative amount to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief Rural Rail Partnership.
- C. Do not allow staff to authorize additional funding to the Southwest Kansas Coalition to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief Rural Rail Partnership.

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



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

Recommendation

Staff recommends Governing Body's approval to allow staff to authorize additional funding not to exceed \$20,000 to the Southwest Kansas Coalition to help underwrite expenses related to federal lobbying efforts on behalf of the Southwest Chief Rural Rail Partnership.

Fiscal Note

As part of the Southwest Chief Rural Rail Partnership's agreement with Alston & Bird that was signed last year, the firm's principal partner, former Senator Bob Dole, offered the Southwest Chief Rural Rail Partnership a substantially reduced retainer rate of a \$12,000/month to address this issue. Because this is an issue important to Kansas communities, Senator Dole has waived his fee for personal representation on the matter. The \$12,000 per month covers the cost of the staff assigned and would be shared among communities along the threatened line. The other contributing municipalities have been: Dodge City, Hutchinson, Newton, La Junta, Lamar, and Trinidad. Each community is being asked to authorize additional funding for the partnership's efforts.

New Business

Finney County Economic Development Corporation

FCEDC Partners 1st Quarterly Report 2013

FCEDC Regular monthly meetings are the 4th Wednesday of each Month at 7:30 a.m.. Meetings are open to the public and we welcome attendance from community members.

Events Coordinated and/ or sponsored by FCEDC

- “From the Land of Kansas” marketing program
- FCEDC Economic Outlook Conference/ Annual Meeting—January 16, 2013
- UPCOMING—FCEDC is hosting wKREDA Quarterly Meetings—June 5th and 6th

Prospect Updates

6-11-C	Manufacturing
1-12-1-D	Food Processing
1-12-2-D	Distribution Center
1-12-4-C	Specialty Industrial
1-12-5-C	Food Processing
3-12-3-C	Specialty Industrial
7-12-C	Specialty Industrial
9-12-1-D	Distribution
9-12-2-D	Industrial
11-12-C	Logistics
12-12-C	Industrial

2-13-A:

- FCEDC provided prospectus to prospect for relocation of established business from out of state
- FCEDC coordinated State of Kansas incentive programs
- Prospect is purchasing existing building in Finney County
 - Industrial/ Manufacturing
 - ACTIVE
 - Estimated 25 new jobs upon relocation

3-13-B:

- FCEDC provided prospectus to prospect for consideration of Finney County
- Prospect has chosen Finney County for new regional site
- FCEDC has facilitated meeting with prospect and City and County staff
- FCEDC has submitted potential sites
- Prospect would like to start construction in June and be operational by August
 - Specialty Industrial
 - ACTIVE
 - Estimate 2-15 jobs

Completed Projects—2013 to date

- Specialty Welding, Inc.
 - Assisted with location selection
 - Workforce recruitment
 - Workforce training
 - Networking

Project Updates

- Holcomb Big Lowe Project
 - CID has been approved by Holcomb City Council
 - Interlocal Agreements for TIF need to be signed
 - Hotelier has committed to project
 - Convenience Store is reviewing site now
- Airport Industrial Park
 - FCEDC is actively marketing the Airport Industrial Park
- Northwest Industrial Park Development
 - FCEDC is coordinating discussions between landowners, developer, short-line rail and realtor to develop the Northwest Industrial Park
- New Retail/ Service Area
 - FCEDC is assisting developer with plans to develop a new retail and service district
 - FCEDC has coordinated meetings with City staff to assist with planning

Existing Business Assistance

- Assisting existing businesses with zoning requirements, logistical assistance and incentives for expansion project
- Working with local builders to develop home-building opportunities
- Working with local manufacturer to create expansion plan
 - Industrial certification assistance
 - Workforce training programs
 - Workforce recruitment plan
- Assist local hoteliers with expansion plans

- Assist local business with rail freight options and improved service
- Assist local businesses with accessing State incentives for hiring, training, expansion, etc.
- Assist local businesses with setting up training and meetings in Finney County

Continuing Partnerships

- Downtown Vision—continue to work together to improve downtown core district businesses, housing development and quality of life improvements
- GCCC—continued efforts to increase awareness of GCCC programs and to create additional opportunities for workforce training specifically:
 - Construction trades training
 - Welding training
 - CDL licensure
 - Oil & Gas technical training
- Convention and Visitors Bureau—Open communication lines to identify opportunities to recruit and support business activities that create overnight stays in Finney County
- Chamber of Commerce—Involvement in Legislative Agenda policy formation and service to existing businesses
- Garden City Area Builders Association—assist with legislative updates, training opportunities and housing information

Continuing Initiatives

- Housing development
 - Renovation project to create downtown living
 - Assisting developers with RHID application and housing type selection based on market conditions
 - Assisting construction company with housing type selection based on market conditions and location assistance
- Workforce development
- Industrial park development
- Regulatory improvement for business climate
- Legislative missions

FINNEY COUNTY, KANSAS

2014

BUDGET REQUEST
OF FCEDC
(Name of Organization)

	2008 ACTUAL	2009 ACTUAL	2010 ACTUAL	2011 ACTUAL	2012 ACTUAL	2013 BUDGET	2014 REQUEST
1. Cash:							
1a. Cash in Bank, Jan 1	\$174,060.05	\$210,952.25	\$208,775.89	\$191,341.81	\$156,602.95	\$194,021.24	\$108,821.24
1b. Other Cash Available							
1c. TOTAL CASH.....	\$174,060.05	\$210,952.25	\$208,775.89	\$191,341.81	\$156,602.95	\$194,021.24	\$108,821.24
2. REVENUES:							
2a. Finney County	\$124,254.00	\$120,934.21	\$117,485.85	\$118,009.32	\$118,000.00	\$118,000.00	\$145,000.00
2b. Other Counties							
2c. Federal Funds							
2d. State Funds							
2e. Fees							
2f. Interest Earned	\$4,107.92	\$2,004.28	\$1,500.34	\$773.90	\$382.25	\$750.00	\$750.00
2g. Other (Explain)	\$7,045.02	\$9,891.17	\$15,957.04	\$4,833.61	\$918.00	\$0.00	\$0.00
2h. City of Holcomb	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$15,000.00
2i. GCCC	\$11,800.00	\$11,500.00	\$12,000.00	\$11,750.00	\$11,750.00	\$11,750.00	\$15,000.00
2j. City of Garden City	\$101,500.00	\$89,000.00	\$89,000.00	\$89,000.00	\$94,000.00	\$94,000.00	\$105,000.00
2k. Chamber of Commerce	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2l. Job Fair Income	\$0.00	\$0.00	\$0.00	\$910.00	\$1,450.10	\$0.00	\$0.00
2m. GCCC Reimbursement	\$21,884.95	\$19,995.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2n. Image sales - Misc	\$5,342.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. TOTAL REVENUES	\$286,934.11	\$264,324.92	\$246,943.23	\$236,276.83	\$237,500.35	\$235,500.00	\$280,750.00
4. TOTAL FUNDS AVAILABL (Line 1c. Plus line 3)	\$460,994.16	\$475,277.17	\$455,719.12	\$427,618.64	\$394,103.30	\$429,521.24	\$389,571.24
5. Expenditures:							
5a. Personal Services							
5b. Commodities							
5c. Contractual							
5d. Capital Outlay							
5e. Transfers							
5f. Primary Goals	\$41,541.50	\$54,062.54	\$57,625.27	\$72,169.48	\$38,534.06	\$80,500.00	\$109,500.00
5g. Fixed Expenses	\$208,500.41	\$212,438.74	\$206,752.04	\$198,846.21	\$161,548.00	\$240,200.00	\$248,000.00
5h. _____							
5i. _____							
6. TOTAL EXPENDITURES	\$250,041.91	\$266,501.28	\$264,377.31	\$271,015.69	\$200,082.06	\$320,700.00	\$357,500.00
7. Cash Balance, December (Line 4 minus Line 6)	\$210,952.25	\$208,775.89	\$191,341.81	\$156,602.95	\$194,021.24	\$108,821.24	\$32,071.24

Downtown Reinvestment Statistics

As of 3/31/13

Private Reinvestment: \$5,424,773

2004-05	\$538,908
2005-06	\$345,674
2006-07	\$379,653
2007-08	\$681,183
2008-09	\$370,796
2009-10	\$314,823
2010-11	\$324,143
2011-12	\$900,202
2012-13	\$1,569,391

Public Reinvestment: \$1,894,799

2004-05	\$182,240
2005-06	\$420,869
2006-07	\$596,965
2007-08	\$ 46,550
2008-09	\$ 2,200
2009-10	\$435,437
2010-11	\$ 18,900
2011-12	\$ 99,536
2012-13	\$ 92,102

Volunteer Hours: 29,241

2004-05	3,639
2005-06	3,065
2006-07	3,702
2007-08	3,187
2008-09	2,965
2009-10	3,283
2010-11	2,765
2011-12	3,264

Average Per Year: 3,341.82

Average Per Month: 278.5

2012-13 3,371

Volunteer Contribution in Dollars: \$540,470.55

2004-05	\$62,545.82	
2005-06	\$53,790.75	
2006-07	\$64,970.10	
2007-08	\$55,931.85	
2008-09	\$52,035.75	Average Per Month: \$5,147.34
2009-10	\$57,616.65	
2010-11	\$48,525.75	
2011-12	\$57,283.20	
2012-13	\$87,770.68	

New Businesses/New Jobs (88/227.50)

2004-05	9/19
2005-06	12/28.5
2006-07	7/16.5
2007-08	19/54.5
2008-09	10/25
2009-10	10/30.5
2010-11	7/17.5
2010-12	11/20
2012-13	3/16

Business Closings/Lost Jobs (34/66)

2004-05	5/8.5
2005-06	7/12.5
2006-07	3/6
2007-08	7/18
2008-09	4/6.5
2009-10	0/0
2010-11	3/4
2011-12	3/6.5
2012-13	2/4

2004-2013

88 New Businesses	227.5 Jobs Created
- <u>34</u> Business Closings	- <u>66.0</u> Lost Jobs
54 Net Gain	161.5 Net Gain

Number of Incentives Without Walls Granted: 26**Amount Awarded in IWWs: \$148,096.44****Amount Matched with IWWs: \$650,854.87****Average IWW Match: 4.4 to 1****Average IWW Loan: \$5,696.02****Second Story Residentials Since 2004: 12**

Domary Bldg.	1
Keller Bldg.	2
Warren Bldg.	2
Hubris Bldg.	1
Chino Bldg.	1
Kinder Bldg.	3
Thummel Bldg.	1
Condit Bldg.	1

Number of Kansas Main Street Awards Since 2005: 31

Kansas Main Street

Quarterly Economic Report for GC Downtown Vision

Quarter Ending: March 31, 2013

Garden City Downtown Vision

Executive Director: Beverly Schmitz Glass, PhD

Private Reinvestment \$6,358.00

Public Reinvestment \$8,520.00

Volunteers Hours (522) ** \$9,161.10

Total Quarterly Investment \$24,069.10

I
N
V
E
S
T
M
E
N
T

1. FACADE RENOVATIONS

Name	Address	Amount Invested	Source of Funds
TOTAL		\$0.00	

2. OTHER BUILDING REHABILITATION PROJECTS AND NEW CONSTRUCTION

Name	Address	Amount Invested	Source of Funds
Warren Building	301 N. Main Street	\$1,358.00	Private
Women's Clinic	115 N. Main Street	\$5,000.00	Private
TOTAL		\$6,358.00	

I
N
V
E
S
T
M
E
N
T

3. BUILDINGS SOLD			
Name	Address	Amount Invested	Source of Funds
		TOTAL	<input type="text"/>

4. PUBLIC IMPROVEMENTS			
Name	Address	Amount Invested	Source of Funds
City of Garden City Electric Dept	Main Street	\$6,164.00	Public
City Of Garden City Public Works	Seventh Street	\$2,231.00	Public
City of Garden City Parks Dept.	Main Street	\$125.00	Public
		TOTAL	<input type="text" value="\$8,520.00"/>

B
U
S
I
N
E
S
S
E
S

A
N
D

J
O
B
S

5. NEW BUSINESS OPENINGS			
Name of Business	Address	Category	Number of New Jobs
The Back Room	111 E. Chestnut	Service	2.5
			Total Number New Jobs: 2.5

**B
U
S
I
N
E
S
S
E
S

A
N
D

J
O
B
S**

6. BUSINESSES RELOCATING OR EXPANDING DOWNTOWN				CHECK ONE		
Name of Business	Address	Category	Number of New Jobs	Expansion/Relocation Downtown	New to Downtown But NOT City or State	New to Downtown & City But NOT State
7. BUSINESSES LOST				CHECK ONE		
Name of Business	Address	Category	Number of Jobs Lost	Lost to Downtown City & State	Lost to Downtown But NOT City or State	Lost to Downtown & City But NOT State
8. NUMBER OF HOUSING UNITS CREATED				Upper Stories	Other	Total
8. VOLUNTEER HOURS WORKED				Total Hours	Multiply by \$17.55	Equals Value in \$
				522	\$9,161.10	\$9,161.10

KANSAS MAIN STREET UPDATE

CITY: Garden City

PROGRAM MANAGER: Beverly Schmitz Glass, PhD

DATE: 6/30/11

The "Kansas Main Street Update" is a means to keep the State and National Main Street Programs informed of activities in your community and should be submitted at least once a month if the local program does not publish a newsletter.

Send Weekly

DVI 2014 Budget

INCOME

Membership Dues	\$41,500.00	
Sponsorships	\$10,000.00	
Grant Income	\$75,000.00	City Request
Special Events	\$25,000.00	
Interest Income	\$35.00	
Total	<u>\$151,535.00</u>	

TOTAL INCOME \$151,535.00

EXPENSES

PAYROLL EXPENSES

Office Salaries	\$51,500.00	
Hourly Wages	\$16,000.00	Part-time Receptionist/Bookkeeper
Employee Benefits	\$6,000.00	
Payroll Taxes	\$7,300.00	
Total Payroll Expenses	<u>\$80,800.00</u>	

Professional Fees \$1,000.00

OPERATIONS

Rent & Utilities	\$18,000.00	
Telephone	\$1,600.00	
Office Supplies	\$3,200.00	
Postage	\$3,000.00	
Printing & Copying	\$200.00	
Newsletter	\$205.00	
Insurance	\$2,300.00	
Memberships/Subscriptions	\$1,500.00	
Volunteer/Business Appreciation	\$1,750.00	
Repairs & Maintenance	\$2,430.00	(includes 77.40 per month service for copier)
Equipment Rental	\$6,500.00	Copier & Postage machine
Total Operations Expenses	<u>\$41,685.00</u>	

TRAVEL & MEETINGS

Conference Fees	\$500.00	
Travel	\$750.00	
Mileage	\$900.00	
Meals	\$600.00	
Lodging	\$1,500.00	
Total Travel Expenses	<u>\$4,250.00</u>	

Advertising	\$12,000.00	
Special Event Supplies	\$5,000.00	
Bank Charges	\$750.00	(includes fees for credit card machine)
Misc Expense	\$1,000.00	
Total	<u>\$18,750.00</u>	

TOTAL EXPENSES \$145,485.00

NET INCOME (LOSS) \$6,050.00



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 4/30/2013
Re: A Request to Expand the OL-1 District of the Neighborhood Revitalization Plan

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

ISSUE: A Request to Expand the OL-1 District of the Neighborhood Revitalization Plan (NRP).

BACKGROUND: James Caplinger, Jr, representing Campus Gardens, LLC, Triple J & D Company, LLC, and Northeast Business Center, is requesting that three properties in northeast Garden City be added to the OL-1 District of the NRP. The OL-1 District allows a property tax rebate for up to seven (7) years. The properties in question include the Northwest Territory Addition behind what is now the Reserves at Prairie Ridge, the 25.6 acre parcel between the Pioneer Road Estates and the Church of the Nazarene, and the parcels south of the Church of the Nazarene and north of Mary Street along Labrador Blvd and Cherokee Rd. (See attached map.)

Recently, Staff has fielded inquiries about expanding the NRP to include areas on the east of the City inside the bypass in addition to the properties included in this request. Rather than continue to expand the NRP piecemeal, Staff feels that including all property within the bypass currently excluded from the NRP may help to encourage infill on lots that are presently vacant. The areas Staff recommends including are highlighted in yellow on the second map.

Alternatives:

1. The Commission may add the requested properties to the OL-1 District.
2. The Commission may expand the OL-1 District to include all property within the bypass not currently included in the Neighborhood Revitalization Plan.
3. The Commission may deny the request to expand the OL-1 District.

Recommendation: Staff recommends alternative 2.

Fiscal Note: The NRP is a tax rebate program that allows for between 75% and 95% of a rebate on the value of the post improvement taxes minus the pre improvement taxes on properties located within its districts. The OL-1 District is a seven (7) year rebate district. The City would not realize the full property tax on participating properties until the eighth year after the improvements.

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



COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

**PLANNING AND
ZONING**

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

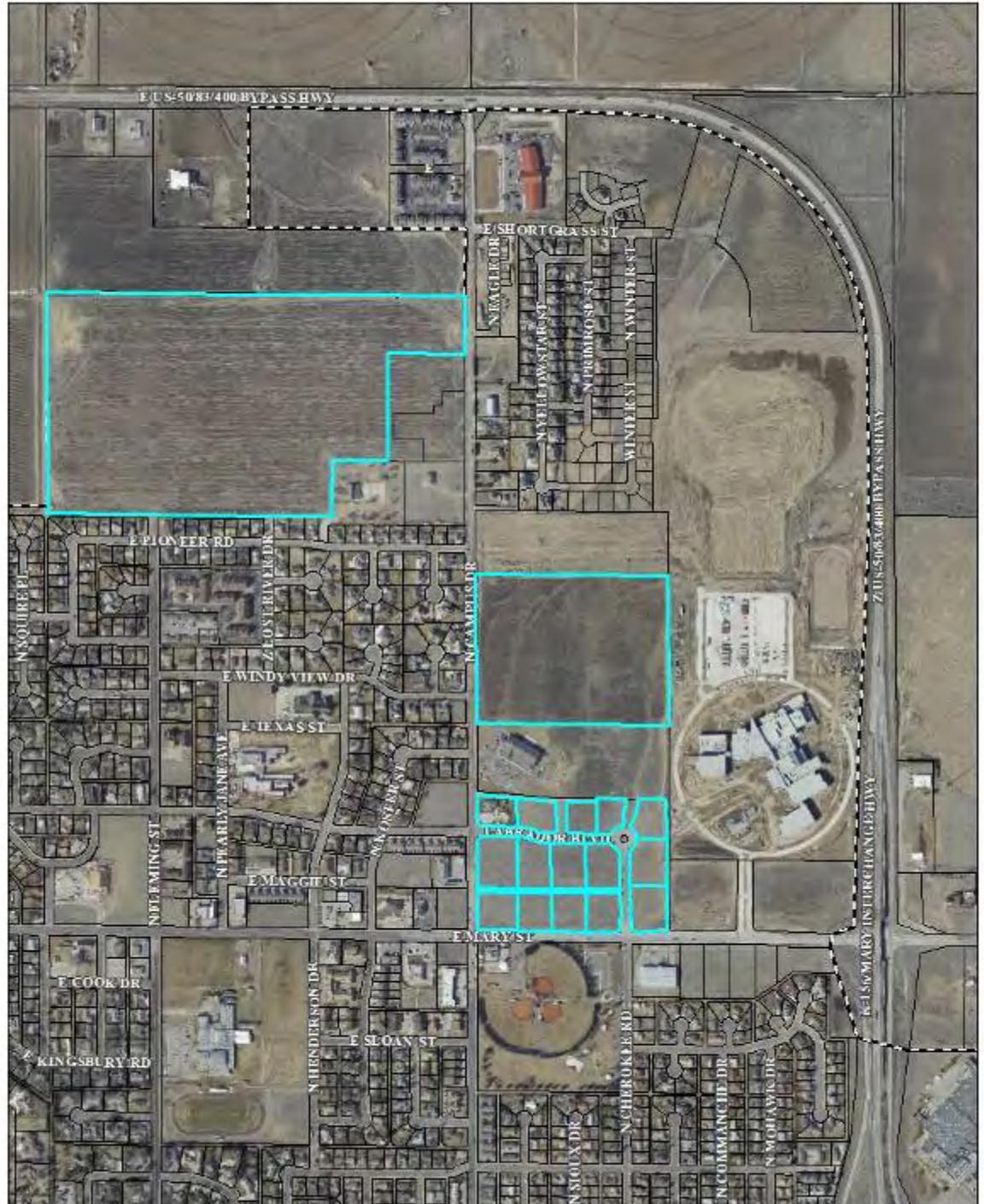
GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org



Properties Included in the Request to Expand
the OL-1 District of the Neighborhood Revitalization Plan

April 19, 2013

City of Garden City
City Administration Building
301 N 8th Street
Garden City, KS 67846

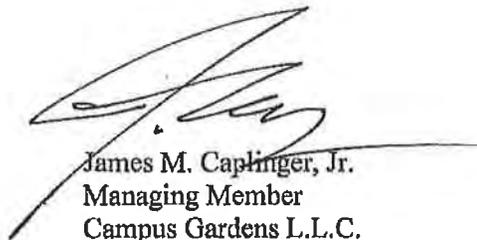
Planning and Community Development:

As managing partners of the property that is highlighted and attached, we would request that this property be included in the OL-1 Neighborhood Revitalization Plan.

This property is part of the properties owned by Campus Gardens L.L.C., Triple J & D Company LLC, and Northeast Business Center. We look forward to being included in the Neighborhood Revitalization Plan and the future growth of Garden City.

Thank you for considering our request. If you have any questions or need any additional information please contact Martin Nusser at (620) 275-7421.

Sincerely,



James M. Caplinger, Jr.
Managing Member
Campus Gardens L.L.C.
Triple J & D Company LLC
Northeast Business Center



MEMORANDUM

TO: Governing Body

THRU: Matt Allen, City Manager

FROM: Mike Muirhead, Public Utilities Director

DATE: May 7, 2013

RE: 2013 Manhole Rehabilitation

ISSUE:

The City of Garden City rehabilitates several existing sanitary sewer manholes on an annual basis. The following lists the location of the 24 manholes proposed to be rehabilitated this fiscal year:

109 Santa Fe	307 7 th St	102 Main St.
Finnup Dr (MH 979)	507 Maple St.	207 2 nd St.
607 2 nd St	1712 St. John	223 St. John
205 Taylor Ave	112 Grant Ave	502 7 th St.
613 Evans	209 Washington	302 Center St.
703 3 rd St	611 3 rd St	801 1 st St
1002 Gillespie	715 Center St.	612 Center St.
1306 Pats Dr.	1515 Fleming St.	1602 Mikes Dr.

BACKGROUND:

Existing manhole rehabilitation is part of the ongoing, routine maintenance of the City of Garden City’s sanitary sewer collection system. Manholes are subjected to numerous caustic gases that are created within the collection system over time and the Hydrogen Sulfide and Methane gas eventually erode the inside of the manholes.

For several years, the Wastewater Division has identified on an annual basis, manholes that are in need of being cleaned and then lined with a spray-on sealant to prolong the life of the manhole structures. This process extends the life of the structure for up to an additional 15-20 years.

Mayer Specialty Services, LLC of Goddard KS. has provided this service for Garden City, and numerous other Kansas communities with excellent results.

RECOMMENDATION:

Staff recommends granting a contract for service to Mayer Specialty Services, LLC in the amount not to exceed \$35,000 for rehabilitation services on approximately 171 vertical feet of 4 foot diameter manhole structures.

FISCAL NOTE:

The Wastewater Division’s repair accounts contain adequate funds to finance the completion of this contract.

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. BOX 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org



Manhole before rehabilitation



Manhole after rehabilitation



MANHOLE REHABILITATION AGREEMENT FOR THE CITY OF GARDEN CITY, KS

Mayer Specialty Services, LLC agrees to supply certified materials, equipment, applicators, and management to perform manhole rehabilitation on standard 4' diameter manholes for the City as follows:

2013	Rehabilitate manholes with Strong-Seal MS-2®C	@	\$ 96.50 per v.f.
	Rehabilitate manholes with Zebron 100% solids polyurethane	@	\$206.50 per v.f.
	(includes base coat of Strong Seal Profile Mix)		

Total project shall not exceed annual budget dedicated to manhole rehabilitation. Actual price will be computed by multiplying the actual total footage rehabilitated (6' foot minimum footage per structure applies) and the per vertical foot price.

Standard manhole rehabilitation includes most rehabilitation; however there are occasions where a structure is abnormally deteriorated and requires more than standard preparation before the actual rehab can be performed (large voids, no bench or invert exists, many missing bricks, etc).

- Should these conditions exist in any structure slated for rehabilitation, the city will be informed prior to beginning work and maintain the right to either approve the extra work/charges/materials or decline the rehabilitation of this given structure.

Choice of product shall be decided prior to work being scheduled each year: 100 vertical foot minimum for Strong Seal rehabilitation, 100 vertical foot minimum for Zebron rehabilitation.

Additional charges that may apply:

1. Any manhole with an internal diameter of 5' will be charged at the rate of 1.25 times the per vertical foot price listed above; any manhole with an internal diameter of 6' will be charged at the rate of 1.50 times the per vertical foot price listed above.
2. Any manhole requiring a new bench or a complete bench rebuild will be charged at the rate of \$500.00 each, in addition to the rehabilitation vertical foot price. City shall be notified and approve the extra work.
3. Adjustments to grade and new ring/lid assemblies available upon request for an additional charge.

City responsibilities:

City to provide a map of the system with manholes identified for each year, legal & physical access to manholes as needed, dumpsite for any debris created from the pre-cleaning process and clean water for product mixing & structure cleaning.

Term:

The term of this agreement is three years consisting of three annually renewable calendar periods each ending on December 31. This agreement begins January 1, 2013 and renews each January 1 thereafter through 2015. This agreement may be terminated by either party with written notice given 30 days prior to termination.

Mayer Specialty Services, LLC

Melinda Lambert – MSS authorized signature

ACCEPTANCE OF PROPOSAL & NOTICE TO PROCEED

Authorized signature, City of Garden City, KS

Printed signature name

Title

Date

**CITY OF GARDEN CITY, KANSAS
INTERNAL IMPROVEMENT PROJECTS**

SUMMARY OF FINAL COSTS

TEMPORARY NOTE SERIES: 2011-A
AUTHORIZING RESOLUTION NO: 2411-2011

IMPROVEMENT: To construct Taylor Avenue, from Fulton Street south
approximately 310 feet, Garden City, Kansas.

PETITION AMOUNT	\$ 84,000.00
FINAL CONSTRUCTION COST	\$ 69,786.99
ENGINEERING COST (3%)	2,093.61
ADMINISTRATION COST (2%)	1,395.74
TEMPORARY NOTE INTEREST	8,920.32
COSTS OF ISSUANCE, MISC.	<u>1,820.94</u>
TOTAL PROJECT COST	<u>\$ 84,017.60</u>

City of Garden City, Kansas

RESOLUTION #2411-2011 TAYLOR AVENUE SOUTH OF FULTON STREET SPECIAL ASSESSMENT ROLL

<u>Property</u>	<u>Assessment</u>
Saffords Addition:	
Lots 8, 9, 10 & 11	\$ 6,553.37
Lots 12 & 13	\$ 4,032.85
Lots 14 & 15	\$ 4,032.85
Block 30 - Original Plat	
S 100' of W 140' Less Rd.	\$ 3,024.63
S 50' of N 200' of W 140' Less Rd.	\$ 1,764.37
N 150' of W 140' Less Rd.	<u>\$ 5,797.21</u>
TOTAL:	<u><u>\$ 25,205.28</u></u>
CITY-AT-LARGE:	\$ 58,812.32

**CITY OF GARDEN CITY, KANSAS
INTERNAL IMPROVEMENT PROJECTS**

SUMMARY OF FINAL COSTS

TEMPORARY NOTE SERIES: 2011-A
AUTHORIZING RESOLUTION NO: 2416-2011

IMPROVEMENT: To construct A Street, from Hamline Street south to the north line of the drainage ditch, Garden City, Kansas.

PETITION AMOUNT	\$ 79,400.00
FINAL CONSTRUCTION COST	\$ 62,495.64
ENGINEERING COST (3%)	1,874.87
ADMINISTRATION COST (2%)	1,249.91
TEMPORARY NOTE INTEREST	7,987.04
COSTS OF ISSUANCE, MISC.	<u>1,632.26</u>
TOTAL PROJECT COST	<u>\$ 75,239.72</u>

City of Garden City, Kansas

RESOLUTION #2416-2011 A STREET SPECIAL ASSESSMENT ROLL

<u>Property</u>	<u>Assessment</u>
Block 32, Holmes Third Addition:	
Lot 7	\$ 2,031.47
Lot 8	\$ 2,313.62
Lot 9	\$ 2,313.62
Lot 10	\$ 2,313.62
Lot 11	\$ 2,313.62
 East 1/2 Block J, Holmes Third Addition:	
S 85', N 270.5'	\$ 4,062.95
N 65', S 150', N 270.5'	\$ 2,934.35
S 51', N 120.5'	\$ 2,482.91
N 40', S 91', N 120.5'	<u>\$ 1,805.76</u>
 TOTAL:	<u><u>\$ 22,571.92</u></u>
 CITY-AT-LARGE:	\$ 52,667.80

**CITY OF GARDEN CITY, KANSAS
INTERNAL IMPROVEMENT PROJECTS**

SUMMARY OF FINAL COSTS

TEMPORARY NOTE SERIES: 2012-C
AUTHORIZING RESOLUTION NO: 2483-2012

IMPROVEMENT: To construct street improvements on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

PETITION AMOUNT	\$ 436,000.00
FINAL CONSTRUCTION COST.....	\$ 433,963.75
ENGINEERING COST (3%).....	13,018.91
ADMINISTRATION COST (2%).....	8,679.28
TEMPORARY NOTE INTEREST.....	16,256.95
COSTS OF ISSUANCE, MISC.....	<u>11,324.36</u>
TOTAL PROJECT COST	<u>\$ 483,243.25</u>

City of Garden City, Kansas

RESOLUTION #2483-2012

JOE MCGRAW STREET (TAYLOR NORTH ADDITION)

SPECIAL ASSESSMENT ROLL

<u>Property</u>	<u>Assessment</u>
Lot 7	\$ 97,131.89
City-At-Large	<u>\$ 386,111.36</u>
TOTAL:	<u><u>\$ 483,243.25</u></u>

**CITY OF GARDEN CITY, KANSAS
INTERNAL IMPROVEMENT PROJECTS**

SUMMARY OF FINAL COSTS

TEMPORARY NOTE SERIES: 2012-C
AUTHORIZING RESOLUTION NO: 2484-2012

IMPROVEMENT: To construct a 12" water main on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, Garden City, Kansas.

PETITION AMOUNT	\$ 119,000.00
FINAL CONSTRUCTION COST.....	\$ 115,841.35
ENGINEERING COST (3%).....	3,475.24
ADMINISTRATION COST (2%).....	2,316.83
TEMPORARY NOTE INTEREST.....	4,339.72
COSTS OF ISSUANCE, MISC.....	<u>3,022.44</u>
TOTAL PROJECT COST	<u>\$ 128,995.58</u>

City of Garden City, Kansas

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

<u>Property</u>	<u>Assessment</u>
Lot 7	\$ 25,928.11
City-At-Large	<u>\$ 103,067.47</u>
TOTAL:	<u><u>\$ 128,995.58</u></u>

(Published in *The Garden City Telegram* on May 10, 2013)

NOTICE OF PUBLIC HEARING

You are notified that the Mayor and City Commission of the city of Garden City, Kansas, will hold a public hearing meeting in the City Commission meeting room, 301 N. 8th in the City, on May 21, 2013, at 1:00 P.M., for the purpose of considering and hearing any and all complaints and objections to assessment rolls prepared in connection with the following improvements in the City:

A. construction of Taylor Avenue, from Fulton Street south approximately 310 feet, as described in and authorized by Resolution No. 2411-2011, at a total final cost of \$84,017.60, Seventy Percent (70%) of which is payable by the city-at-large and Thirty Percent (30%) will be assessed against the following property: Lots 8 – 15, inclusive, Block 9, Saffords Addition, and Block 30 – Original Plat, all in the City of Garden City, Finney County, Kansas; and

B. construction of A Street, from Hamline Street south to the north line of the Drainage Ditch, as described in and authorized by Resolution No. 2416-2011 at a total final cost of \$75,239.72, Seventy Percent (70%) of which is payable by the city-at-large and Thirty Percent (30%) will be assessed against the following property: Lots 7 through 11, inclusive, Block 32, Holmes Third Addition and the East Half of Block J, except the 29.5 feet thereof, Holmes Third Addition, all in the City of Garden City, Finney County, Kansas; and

C. construction of street improvements on Joe McGraw Street, in Taylor Addition, from Taylor Avenue west 1,500 feet as described in and authorized by Resolution No. 2483-2012 at a total final cost of \$483,243.25, Seventy-Nine and Nine Tenths Percent (79.9%) of which is payable by the city-at-large and Twenty and One Tenth Percent (20.1%) will be assessed against the following property: Lot 7 (replat of Lots 5 & 6), Block 1, Taylor North Addition, all in the City of Garden City, Finney County, Kansas; and

D. construction of a water main and related appurtenances on Joe McGraw Street, in Taylor Addition, from Taylor Avenue west 1,500 feet as described in and authorized by Resolution No. 2484-2012 at a total final cost of \$128,995.58, Eighty-Two Percent (82%) of which is payable by the city-at-large and Eighteen Percent (18%) will be assessed against the following property: Lot 7 (replat of Lots 5 & 6), Block 1, Taylor North Addition, all in the City of Garden City, Finney County, Kansas.

The cost of the improvements will be assessed in the manner set forth in resolutions named above to the property in the improvement districts established by those resolutions and described above.

The assessment rolls are on file in the office of the City Clerk and may be examined by any interested party. Anyone who wishes to make any complaint, comment or objection, written

or oral, to the assessment roll may appear and will be heard at the public hearing meeting or at any adjournment of such meeting and the Commission will hear and pass on any such objections, and may amend the proposed assessments as described in the assessment roll. Upon completion of the public hearings, the amounts of the assessments will be finally determined by the Commission.

DATED May 7, 2013.

/s/ Dan Fankhauser, Mayor

ATTEST:

/s/ Celyn N. Hurtado, City Clerk

(Published in *The Garden City Telegram* on May 10, 2013)

ORDINANCE NO. ____-2013

AN ORDINANCE AUTHORIZING THE CITY OF GARDEN CITY, KANSAS TO CONSTRUCT CERTAIN IMPROVEMENTS TO PUBLIC FACILITIES AND SYSTEMS IN THE CITY AND AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY COSTS THEREOF.

WHEREAS, the City of Garden City, Kansas (the “City”) is a duly organized city of the first class created and existing under the laws of the State of Kansas; and

WHEREAS, the governing body of the City finds it necessary to (i) acquire, construct and install an irrigation system for the Buffalo Dunes Municipal Golf Course, (ii) make transmission and distribution system upgrades to the municipal electric distribution system, (iii) construct an electric distribution system substation; (iii) make improvements to the electric distribution SCADA system and (iv) make upgrades to street lights in the City (collectively, the “Home Rule Project”); and

WHEREAS, pursuant to Article 12, § 5 of the Constitution of the state of Kansas (the “Home Rule Amendment”), the City has authority to determine its local affairs and government except when limited or prohibited by an enactment of the state legislature applicable uniformly to all cities of the same class; and

WHEREAS, no statutory authority exists to limit or prohibit the exercise of the City’s authority under the Home Rule Amendment to authorize the acquisition and installation of the Home Rule Project and the issuance of general obligation bonds pay costs of the Home Rule Project; and

WHEREAS, the governing body of the City finds it necessary to authorize the purchase and installation of the Home Rule Project and provide funds to pay the cost of the Home Rule Project through the issuance of general obligation bonds of the City in an amount of \$6,568,000 plus costs of issuing general obligation bonds; and

WHEREAS, pursuant to K.S.A. 65-163d through 65-163u (the “Water Act”), the City is a municipality that operates and maintains a public water supply system, as defined in the Act, and the City is authorized to acquire, construct, reconstruct, improve, equip, rehabilitate and extend all or any part of the public water supply system; provided such improvement is not related to the diversion or transportation of water acquired through a water transfer, as defined by K.S.A. 82a-1501; and

WHEREAS, the governing body of the City finds it necessary to (i) acquire land and water rights for the municipal water system, (ii) make improvements to the water system SCADA system, and (iii) acquire, construct and equip improvements to the water system

transmission/distribution main system, and all things necessary and incidental thereto (collectively, the “Water System Improvements”); and

WHEREAS, the estimated costs of the Water System Improvements to be financed by the City is \$1,000,000, plus costs of issuing the general obligation bonds; and

WHEREAS, the Water System Improvements are not related to the diversion or transportation of water acquired through a water transfer defined in K.S.A. 82a-1501; and

WHEREAS, it is necessary to pay the City’s share of the costs of the Water System Improvements by issuing general obligation bonds of the City; and

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

Section 1. (A) Pursuant to the authority of the Home Rule Amendment, the City authorizes the construction of the Home Rule Project as described below:

- (i) acquire, construct and install and irrigation system for the City owned Buffalo Dunes Municipal Golf Course,
- (ii) electrical transmission and distribution system upgrades, (iii) construct an electric transmission and distribution system substation;
- (iii) make improvements to the electric transmission and distribution SCADA system, and
- (iv) make upgrades to street lights in the City

(B) Pursuant to the authority of the Water Act the City authorizes the construction of the Water System Improvements as described below:

- (i) acquire land and water rights for the water system,
- (ii) make improvements to the water system SCADA system, and
- (iii) acquire, construct and equip improvements to the water system transmission/distribution main system.

Section 2. General obligation bonds of the City, in an amount of \$7,568,000 plus costs of issuing the bonds, are authorized to be issued under the Home Rule Amendment and Water Act to pay the costs of the Home Rule Project and Water System Improvements and all things necessary and related thereto, including costs of issuance. Temporary Notes of the City may be issued, to pay for a portion of the costs until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

Section 3. This Ordinance shall be in full force and effect from and after its adoption by the governing body of the City and publication one time in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on May 7, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: April 18, 2013

RE: 2013 CAPITAL IMPROVEMENTS – BOND ISSUE

ISSUE

Several projects authorized in the 2013 budget and/or proposed in the 2013 Capital Improvement Programs require debt financing.

BACKGROUND

At your March 19th meeting, the Governing Body discussed the Capital Improvements Program and the potential projects that will require debt financing. We have refined the needs for 2013 as follows.

The 2013 projects requiring bond financing are:

Buffalo Dunes Irrigation System Renovation	\$1,500,000
Electric Department	\$5,068,000
Water Department	\$1,000,000
Special Assessments	\$ 771,500

We are trying to stay under \$10,000,000 in total debt, including leases and temporary financing, for calendar year 2013; this is to keep everything bank qualified. The proposed GO bond totals \$8,339,500. Leases for the year total \$900,350 leaving a “cushion” of \$760,150, for unanticipated projects or temporary financing for the balance of the year.

The current General Obligation Bond Debt schedule is provided. As shown, we had an increase of \$3,569 (0.022 mills) in debt service from 2012 to 2013. In 2014 we will have a reduction in debt service of \$24,000 (0.146 mills); this would service approximately \$210,000 in new debt at no increase to the 2014 mill levy.

The debt service for the Electric and Water departments will be paid by those utilities, and the Special Assessments will be paid by benefiting property owners. This leaves the golf course irrigation project requiring property tax funding. This will equal an increase of 0.625 or 0.908 mills (15 year or 10 year term) for the 2014 budget.

As the Electric Department projects are currently ongoing, staff is requesting Governing Body authorization to proceed with the 2013 GO Bond issue at this time, rather than later in the budget cycle.



Engineering Department

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

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

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



**Engineering
Department**

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

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

ALTERNATIVES

- 1) Authorize the proposed 2013 General Obligation bonds, with the Buffalo Dunes irrigation project for 15 years and the Electric and Water projects for 10 years.
- 2) Authorize the proposed 2013 General Obligation bonds, all for 10 years.
- 3) Continue to defer action until a later date.

RECOMMENDATION

Staff recommends that the Governing Body approve Alternative No. 1.

FISCAL

The projected debt service schedules, excluding the special assessments, are provided on the attached Proposed General Obligation Bond Debt ~ 2013 Bond Issue Options.

A handwritten signature in blue ink that reads "Steve Cottrell".

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

PROPOSED GENERAL OBLIGATION BOND DEBT ~ 2013 BOND ISSUE (10 YEAR TERM)																	
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
TOTALS (12/31/2012)	1,811,456	1,787,456	1,728,302	1,575,231	1,424,270	1,217,431	720,294	451,207	304,240	112,365	0	0	0	0	0	0	0

Alternate 1 ~ Buffalo Dunes Irrigation System Renovation only (15 year term)																		
2013	Internal Improvement \$1,500,000	0	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	126,625	0
TOTALS		1,811,456	1,914,081	1,854,927	1,701,856	1,550,895	1,344,056	846,919	577,832	430,865	238,990	126,625	126,625	126,625	126,625	126,625	126,625	0
Difference from prior year			102,625	-59,154	-153,071	-150,961	-206,839	-497,137	-269,087	-146,967	-191,875	-112,365	0	0	0	0	0	-126,625

Alternate 2 ~ Buffalo Dunes Irrigation System Renovation only (10 year term)																		
2013	Internal Improvement \$1,500,000	0	173,125	173,125	173,125	173,125	173,125	173,125	173,125	173,125	173,125	173,125	0	0	0	0	0	0
TOTALS		1,811,456	1,960,581	1,901,427	1,748,356	1,597,395	1,390,556	893,419	624,332	477,365	285,490	173,125	0	0	0	0	0	0
Difference from prior year			149,125	-59,154	-153,071	-150,961	-206,839	-497,137	-269,087	-146,967	-191,875	-112,365	-173,125	0	0	0	0	0

PROPOSED ELECTRIC ONLY BOND DEBT ~ 2013 BOND ISSUE OPTIONS																	
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
2010	AMI Project \$1,730,000	190,756	192,044	195,077	199,652	202,030	205,641	208,709	209,317	0	0	0	0	0	0	0	0
TOTALS (12/31/2012)		190,756	192,044	195,077	199,652	202,030	205,641	208,709	209,317	0	0	0	0	0	0	0	0

Electric Department only (10 year term)																		
2013	Internal Improvement \$5,068,000	0	584,220	584,220	584,220	584,220	584,220	584,220	584,220	584,220	584,220	584,220	0	0	0	0	0	0
TOTALS		190,756	776,264	779,297	783,872	786,250	789,861	792,929	793,537	584,220	584,220	584,220	0	0	0	0	0	
Difference from prior year		5,253	585,508	3,033	4,575	2,378	3,611	3,068	608	-209,317	0	0	-584,220	0	0	0	0	

PROPOSED WATER ONLY BOND DEBT ~ 2013 BOND ISSUE (10 YEAR TERM)																	
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
2010	AMI Project \$1,730,000	190,756	192,044	195,077	199,652	202,030	205,641	208,709	209,317	0	0	0	0	0	0	0	0
2010B	REFUNDING \$11,895,000	1,393,565	1,393,565	1,393,565	1,392,465	1,399,790	1,393,690	1,182,690	574,240	178,040	178,240	0	0	0	0	0	0
TOTALS (12/31/2012)		1,584,321	1,585,609	1,588,642	1,592,117	1,601,820	1,599,331	1,391,399	783,557	178,040	178,240	0	0	0	0	0	0

Water Department only (10 year term)																		
2013	Internal Improvement \$1,000,000	0	115,270	115,270	115,270	115,270	115,270	115,270	115,270	115,270	115,270	115,270	0	0	0	0	0	0
TOTALS		190,756	307,314	310,347	314,922	317,300	320,911	323,979	324,587	115,270	115,270	115,270	0	0	0	0	0	
Difference from prior year		5,253	116,558	3,033	4,575	2,378	3,611	3,068	608	-209,317	0	0	-115,270	0	0	0	0	



COMMUNITY
DEVELOPMENT
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB

AND
FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@gardencityks.us

CODE COMPLIANCE

620-276-1120

code@gardencityks.us

**PLANNING AND
ZONING**

620-276-1170

planning@gardencityks.us

Memo

To: City Commission

From: Kaleb Kentner

Date: 5/3/2013

Re: Board Appointment for Planning Commission

Planning Commission:

The Planning Department is currently looking to fill a position for city representative for the Planning Commission. The position was left open due to the election of Janet Doll to the City Commission.

The following citizens, in no particular order, have expressed interest in serving on the Planning Commission:

Tanner Lucas
Matt Kirchoff
Brian Schwindt
Roy Dixon
Chris Gronquist
Vicki Germann

Staff recommends the appointment of a new Planning Commissioner to fill Janet's unexpired term which will end December 31, 2015.

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

Consent Agenda

MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: April 30, 2013
SUBJECT: Trail Sealing Material Bids

ISSUE

Staff is requesting Governing Body consideration of accepting the second low bid as the best bid for asphalt emulsion-based pavement sealer material which was opened Tuesday, April 30, 2013 at 10:00 a.m.

DISCUSSION

The proposed process for sealing walking trails, parking lots and smaller sections of streets using City crews begins this year with the opening of these bids. This new program will be an extension of the Sealing Program used by the City for the past 20 years as a preventative process to rehabilitate weathered asphalt surfaces. The Governing Body approved the purchase of the required equipment in 2012.

After reviewing the bids on the material for consideration, Staff feels the best bid was submitted by Mid-America Seal Coating, LLC. The specifications require the bidder to have the asphalt emulsion material blended with an aggregate prior to delivery. The low bidder is using a slag (waste produced) as their aggregate. This type of aggregate will not be durable; it's lite weight and brittle. The aggregate should settle at the bottom of the tank which requires constant blending during the process.

Curing time of the material should be considered when reviewing both products as the best bid; however, it was not in our specifications. The low bidder's material requires 12 to 24 hours curing for vehicle traffic and the second bidder's curing time is 2 hours.

The bid costs have been included for the Governing Body's review.

Public Works Department
Cost Summary of Sealing Material Bids
April 30, 2013

Description	Quantities	Unit/Pricing	Costs
SUPPLIER	Paving Maintenance Supply INC., Wichita, KS.		
SEALER (gallon)	13,000	\$2.194	\$ 28,522.00
SUPPLIER	Mid-America Seal Coating LLC., Clinton, MO.		
SEALER (gallon)	13,000	\$2.20	\$ 28,600.00

ALTERNATIVES

Alternate 1: Approve the low bid from Paving Maintenance Supply INC. for \$28,522.00.

Alternate 2: Approve the best bid from Mid-America Sealing Coating LLC. for \$28,600.00.

Alternate 3: Reject the bids.

RECOMMENDATIONS

Staff recommends Governing Body consideration and approval of Alternate 2.

FISCAL IMPACT

\$25,000.00 from Special Trafficway Fund #032-211-5530.07
\$5,000.00 from Special Recreation & Parks Fund #030-000-6100.17

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 2 May 2013

RE: SCHULMAN AVENUE WATER TRANSMISSION MAIN BIDS

ISSUE

Bids were received today for the construction of a 12" water transmission main on Schulman Avenue from Smoky Hill road to East of Farmland Road to serve property owned by Stuart Johnson. The bid tabulation is attached.

BACKGROUND

Mr. Johnson owns and operates a water supply system at his rental properties east of Farmland Road on Schulman Avenue. KDHE regulations make it advantageous for Mr. Johnson to extend a watermain from the City to his property and become a City water customer. Public Utilities Director Muirhead has been working with Mr. Johnson for several months on this project.

Three bids were received, with the low bid being from Dick Construction, Inc., which is under the engineer's estimate.

ALTERNATIVES

- 1) The Governing Body may accept the low bid and award a contract.
- 2) The Governing Body may reject the bids.

RECOMMENDATION

Staff recommends awarding the contract to Dick Construction, Inc., Garden City in the amount of \$261,811.00, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

FISCAL

The project is jointly funded by Stuart Johnson and from the Water Department.



Engineering Department

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

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

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

EAST SCHULMAN TRANSMISSION LINE

BIDDER	TOTAL BID	COMMENT
ENGINEER'S ESTIMATE	\$ 345,950.00	
Dick Construction Inc.	\$ 261,811.00	LOW
Lee Construction Inc.	\$ 293,187.75	
Dreiling Construction LLC	\$ 339,237.50	

EAST SCHULMAN TRANSMISSION LINE

				Enginee's Estimate		Dick Construction Inc.		Lee Construction Inc.		Dreiling Construction, LLC	
<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Unit Cost</u>	<u>Extension</u>
1	Connect to Existing 12" Line	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 450.00	\$ 450.00	\$ 1,150.00	\$ 1,150.00	\$ 1,500.00	\$ 1,500.00
2	Connect to Existing 6" Line	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 450.00	\$ 450.00	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00
3	12" C900RJ DR18 PVC Pipe, in place	6670	LF	\$ 35.00	\$ 233,450.00	\$ 28.50	\$ 190,095.00	\$ 28.60	\$ 190,762.00	\$ 39.25	\$ 261,797.50
4	12" C900 DR18 PVC Pipe, directional drilling, in place	350	LF	\$ 175.00	\$ 61,250.00	\$ 56.00	\$ 19,600.00	\$ 78.00	\$ 27,300.00	\$ 64.00	\$ 22,400.00
5	6" C900 DR18 PVC Pipe, in place	55	LF	\$ 20.00	\$ 1,100.00	\$ 18.00	\$ 990.00	\$ 21.25	\$ 1,168.75	\$ 18.00	\$ 990.00
6	12" x 12" x 12" Tee	1	EA	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 450.00	\$ 450.00
7	12" x 12" x 6" Tee	1	EA	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,100.00	\$ 1,100.00	\$ 450.00	\$ 450.00
8	12" MJ Valves w/box	13	EA	\$ 1,250.00	\$ 16,250.00	\$ 2,052.00	\$ 26,676.00	\$ 2,825.00	\$ 36,725.00	\$ 1,650.00	\$ 21,450.00
9	12 " Foster Adapters	2	EA	\$ 750.00	\$ 1,500.00	\$ 850.00	\$ 1,700.00	\$ 375.00	\$ 750.00	\$ 500.00	\$ 1,000.00
10	12" x 11-1/4° Bend	4	EA	\$ 500.00	\$ 2,000.00	\$ 650.00	\$ 2,600.00	\$ 650.00	\$ 2,600.00	\$ 700.00	\$ 2,800.00
11	6" MJ Valves w/box	1	EA	\$ 900.00	\$ 900.00	\$ 1,100.00	\$ 1,100.00	\$ 1,237.00	\$ 1,237.00	\$ 1,200.00	\$ 1,200.00
12	Install 6" water meter	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 6,700.00	\$ 6,700.00	\$ 12,200.00	\$ 12,200.00	\$ 1,400.00	\$ 1,400.00
13	Install 2" flushing tap	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 595.00	\$ 595.00	\$ 1,000.00	\$ 1,000.00
14	Construction Staking	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00	\$ 4,500.00	\$ 8,500.00	\$ 8,500.00
15	Temprory Erosion Control	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,900.00	\$ 1,900.00
16	Traffic control	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	\$ 4,000.00	\$ 12,000.00
GRAND TOTAL				\$	345,950.00	\$	261,811.00	\$	293,187.75	\$	339,237.50

STUARTS CONSTRUCTION & RENTALS

Stuart W. & Martina L. Johnson

1820 Upland Road

Garden City, KS 67846

(620) 275-6841 or (620) 287-6995

March 1, 2013

City Administrative Center
Public Utilities Director
Attn: Mike Muirhead
301 N. 8th
P.O. Box 998
Garden City, Kansas 67846

Dear Mike:

Yes, we would like to accept the approved proposal for the water transmission line to service the rental division located on Upland and Shannon Roads. We do give approval to move forward with the process for this project. We would like to thank you and Leland and all of those who have helped in getting this project going and approved through KDHE. Please keep us informed as to what we need to do as the process moves forward. Thanks again.

Sincerely,



Stuart W. Johnson

Cc: to file

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 2 May 2013

RE: LAREU ROAD & STONE CREEK DRIVE BIDS

ISSUE

Bids were received today for the construction Lareu Road, south of Schulman, and Stone Creek Drive between Lareu Road and the bypass frontage road. This work is related to the Schulman Crossing project. The bid tabulation is attached.

BACKGROUND

The existing frontage road south of Schulman into the fun center property will be closed at Schulman Avenue as it is too close to the Bypass intersection. The alternate access to that area is an extension of Lareu Road, Schedule 1, and the current gravel road, Stone Creek Drive, Schedule 2, between KUPK and the fun center. Other development in this area is possible, so we also bid an extension of Lareu south, Schedule 3, to the alley north of Wilson Addition.

Three bids were received, with the low bid being from J-A-G Construction Co., which is under the engineer's estimate.

ALTERNATIVES

- 1) The Governing Body may accept the low bid and award a contract for Schedules 1 and 2. Schedule 3 may be added by change order if the potential development occurs.
- 2) The Governing Body may reject the bids.

RECOMMENDATION

Staff recommends awarding the contract to J-A-G Construction, Co., Dodge City for Schedules 1 and 2 in the amount of \$177,480.50, and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

FISCAL

The project is funded from the Schulman Crossing fund with the temporary notes issued last year and could be augmented by the future development project.

Steve Cottrell



Engineering Department

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

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

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

Lareu Road and Stone Creek Drive

BIDDER	Schedule 1	Schedule 2	Schedule 3	GRAND TOTAL	COMMENT
ENGINEER'S ESTIMATE	\$ 101,808.00	\$ 121,900.00	\$ 261,708.00	\$ 485,416.00	
J-A-G Construction Co.	\$ 75,085.00	\$ 102,395.50	\$ 209,588.00	\$ 387,068.50	LOW RECOMMENDED AWARD \$177,480.50
Smoky Hill LLC	\$ 113,236.00	\$ 108,385.10	\$ 225,765.35	\$ 447,386.45	
Sporer Land Development Inc.	\$ 97,123.00	\$ 117,697.50	\$ 243,052.50	\$ 457,873.00	

10	Type 22 Curb Inlet	EA	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	11"x18"RCPHE or 15" HDPE, in place	LF	79	\$ 50.00	\$ 3,950.00	\$ 24.00	\$ 1,896.00	\$ 43.00	\$ 3,397.00	\$ 35.00	\$ 2,765.00
12	18" RCP or HDPE, in place	LF	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Storm Sewer Junction Box	EA	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Seeding	Acre	0.11	\$ 2,000.00	\$ 220.00	\$ 8,400.00	\$ 924.00	\$ 6,735.00	\$ 740.85	\$ 5,000.00	\$ 550.00
15	Temporary Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,575.00	\$ 3,575.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00
16	Construction Staking	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
17	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 125.00	\$ 125.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
TOTAL SCHEDULE 2				\$ 121,900.00		\$ 102,395.50		\$ 108,385.10		\$ 117,697.50	
Schedule 3: Lareu South of Stone Creek Drive											
1	Excavation	CY	500	\$ 6.00	\$ 3,000.00	\$ 4.00	\$ 2,000.00	\$ 10.55	\$ 5,275.00	\$ 4.00	\$ 2,000.00
2	Embankment (1.2 VRF)	CY	21	\$ 10.00	\$ 210.00	\$ 7.00	\$ 147.00	\$ 74.70	\$ 1,568.70	\$ 5.50	\$ 115.50
3	12" Compaction (Type AA)(MR5-5)	SY	3528	\$ 10.00	\$ 35,280.00	\$ 4.75	\$ 16,758.00	\$ 3.40	\$ 11,995.20	\$ 2.00	\$ 7,056.00
4	30" Standard Curb & Gutter	LF	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	30" Roll Over Curb & Gutter	LF	1908	\$ 18.00	\$ 34,344.00	\$ 15.75	\$ 30,051.00	\$ 10.55	\$ 20,129.40	\$ 23.00	\$ 43,884.00
6	6" AB-2 Base Course	SY	3528	\$ 6.00	\$ 21,168.00	\$ 4.25	\$ 14,994.00	\$ 6.50	\$ 22,932.00	\$ 4.00	\$ 14,112.00
7	7" Concrete Pavement	SY	2748	\$ 42.00	\$ 115,416.00	\$ 40.00	\$ 109,920.00	\$ 41.70	\$ 114,591.60	\$ 45.00	\$ 123,660.00
8	4" Concrete Sidewalk	SY	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sidewalk Ramp	EA	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Type 22 Curb Inlet	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 2,650.00	\$ 10,600.00	\$ 3,290.00	\$ 13,160.00	\$ 4,000.00	\$ 16,000.00
11	11"x18"RCPHE or 15" HDPE, in place	LF	625	\$ 50.00	\$ 31,250.00	\$ 24.00	\$ 15,000.00	\$ 43.00	\$ 26,875.00	\$ 35.00	\$ 21,875.00
12	18" RCP or HDPE, in place	LF	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Storm Sewer Junction Box	EA	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Seeding	Acre	0.27	\$ 2,000.00	\$ 540.00	\$ 8,400.00	\$ 2,268.00	\$ 6,735.00	\$ 1,818.45	\$ 5,000.00	\$ 1,350.00
15	Temporary Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 5,225.00	\$ 5,225.00	\$ 2,600.00	\$ 2,600.00	\$ 5,000.00	\$ 5,000.00
16	Construction Staking	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,320.00	\$ 3,320.00	\$ 6,000.00	\$ 6,000.00
17	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 125.00	\$ 125.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
TOTAL SCHEDULE 3				\$ 261,708.00		\$ 209,588.00		\$ 225,765.35		\$ 243,052.50	
GRAND TOTAL SCHEDULES 1, 2, & 3				\$ 485,416.00	\$ 387,068.50	\$ 447,386.45	\$ 452,923.00				

LEASE AGREEMENT
(Pasture - Tract P5)

THIS LEASE AGREEMENT (Agreement), made this 16th day of April, 2013, between CITY OF GARDEN CITY, KANSAS, (City) and JUSTIN HURLEY (Tenant).

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

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

1. **TERM.** The term of this Agreement shall be for a period of twenty-two (22) months from the 1st day of May, 2013, to the 28th day of February, 2015.
2. **RENT.** Tenant shall pay to City, as rent for the Leased Premises, as follows:
 - (a) May 1, 2013 – April 30, 2014, the sum of \$724.90, to be paid on August 1, 2013;
 - (b) May 1, 2014 – February 28, 2015, the sum of \$604.00, to be paid on August 1, 2014.
3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.
4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.
5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay City for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.
6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.
7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.
8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.
9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of City must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$100.00 by City for each such occurrence.

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

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

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

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

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

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

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rent required by paragraph 2 of this Agreement, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property or livestock left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all rent due for the balance of the term herein originally granted.

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

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

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

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

19. **NONDISCRIMINATION.**

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

and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

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

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

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

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to City. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant. Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify City for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

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

(1) If to City: Director of Aviation
 Garden City Regional Airport
 2225 South Air Service Road, Suite 112
 Garden City, Kansas 67846
 Telephone No. (620) 276-1190

(2) If to Tenant: Justin Hurley
 2835 W. Maple
 Garden City, Kansas 67846
 Telephone No. (620) 271-2244

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

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

WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____
Dan Fankhauser, Mayor

“City”

ATTEST:

Celyn N. Hurtado, City Clerk

Justin Hurley

“Tenant”

ADDENDUM TO LEASE AGREEMENT

ADDENDUM to Lease Agreement, dated February 2, 2010, by and between:

CITY OF GARDEN CITY, KANSAS, A MUNICIPAL CORPORATION,

hereinafter referred to as Landlord, and

GEORGE OHMES,

hereinafter referred to as Tenant.

This Addendum is a part of the Lease Agreement ("Agreement") identified above by date and parties covering all of the following described property, to-wit:

90.2 acres of crop land depicted as C1a and b on Exhibit "A" attached hereto and incorporated herein by reference (leased premises)

to the same extent as if the provisions hereof had originally been in the Agreement.

1. The total acres leased to Tenant by Landlord is amended as follows:

88.8 acres of crop land depicted as C1a and b on Exhibit "A" attached hereto and incorporated herein by reference (leased premises).

2. Paragraph 2 of the Agreement is hereby amended as follows:

2. **RENT.** Tenant shall pay to Landlord, as rent for the leased premises, the sum of Nine Thousand Seven and 87/100 Dollars (\$9,007.87) per year, due December 1 of each annual term, with the first payment due December 1, 2013.

This Addendum shall become effective the 1st day of June, 2013.

All terms and conditions of the Agreement not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum on the dates set forth below.

Landlord

CITY OF GARDEN CITY, KANSAS

By: _____
DAN FANKHAUSER, Mayor

DATE

ATTEST:

CELYN N. HURTADO, City Clerk

Tenant

DATE

GEORGE OHMES

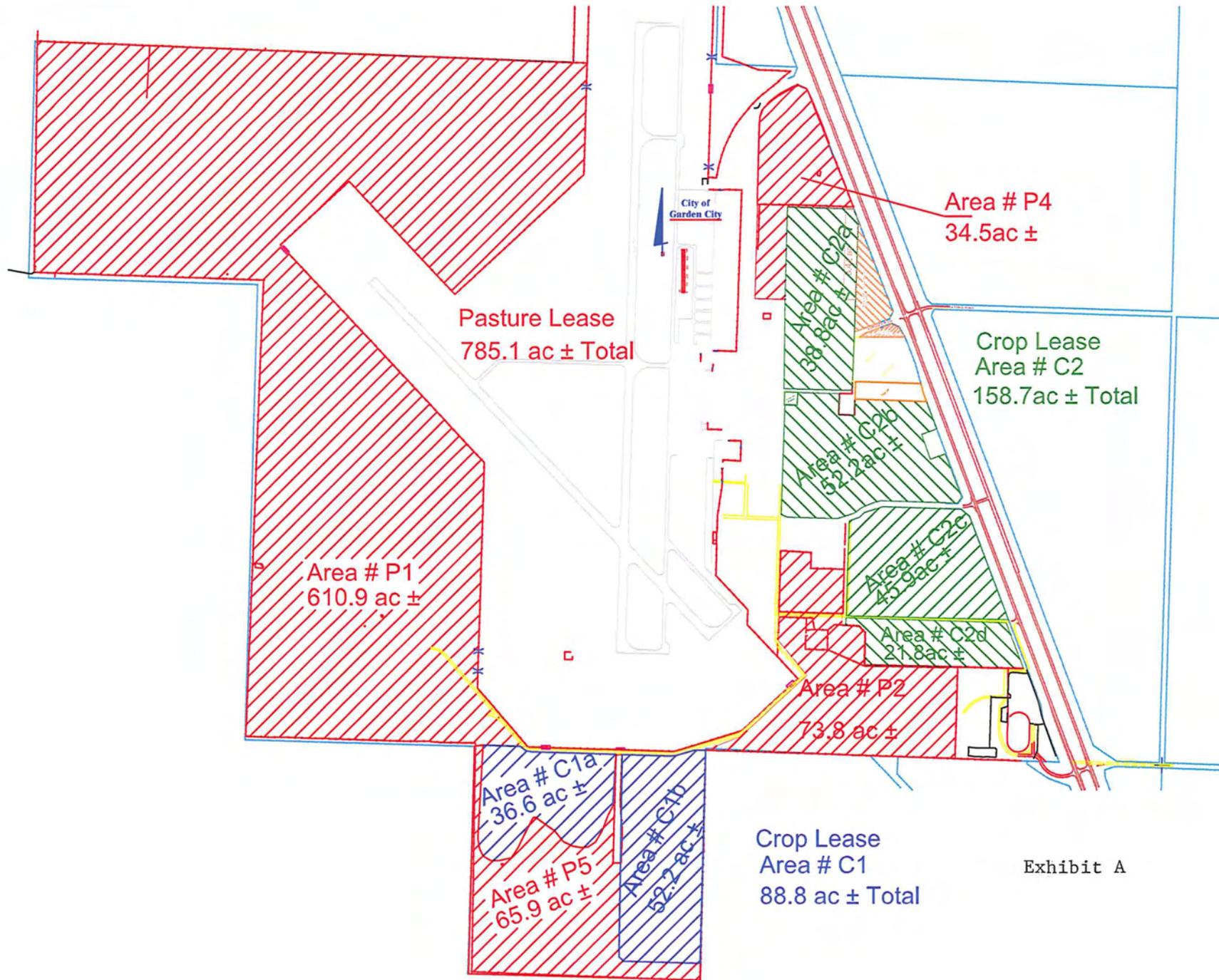


Exhibit A

MEMORANDUM



TO: Governing Body
FROM: James R. Hawkins, Chief of Police
DATE: May 1, 2013
SUBJECT: Approval of Un-marked Vehicle Purchase

ISSUE

Bids were opened for the following:

- Purchase of un-marked vehicle for the Garden City Police Department Investigations Division.

BACKGROUND

Bids were opened on April 25, 2013 at the Garden City Police Department, located at the Law Enforcement Center. The following table represents the bids submitted:

BIDDER	Make & Model	Mileage	NET CITY COST	Delivery Time	Exceptions & Comments
Lewis Automotive Group	2013 Chevrolet Impala	Under 24,000	\$11,000.00		Price with trade-in and City discount.
Burtis Motors	2012 Ford Fusion	12,908	\$16,600.00	One week from order date.	Price with trade-in and City discounts.
Burtis Motors	2012 Ford Fusion	22,583	\$15,900.00	One week from order date.	Price with trade-in and city discounts.
Western Motor	2013 Chevrolet Impala	19,200	\$9,725.00	One week from order date.	Price with trade-in and City discounts.

RECOMMENDATION

The recommendation is for the Governing Body to consider and approve the purchase of the 2013 Chevrolet Impala from Western Motor.

FISCAL NOTE

The 2013 budget allows for the purchase of an un-marked vehicle.

Respectfully Submitted,

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

James R. Hawkins
Chief of Police

Other Entities Minutes



Cultural Relations Board Agenda

March 14, 2013
5:15 pm

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

The board will meet in the **Meeting Room (Please excuse the construction)**

- I. Call Meeting to Order
- II. Guest(s)
- III. Approval of February 2012 minutes
- IV. New Business
 - a) CRB Appointments
 - b) Fall Fest
- V. Old Business
 - a) Multicultural Conference
- VI. Monthly Financial Report
- VII. Adjournment

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



**City of Garden City
Cultural Relations Board Meeting
February 14th
4:00 pm**

CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

Present: Chairperson Debra Bolton, Simon Muturi, Liz Sabandith, Verna Weber, Wendy Palmer, Adam Cassellius and Mary Rogers

Absent:

Staff: Michelle Stegman

Guests:

I. Call the Meeting to Order

Chairperson Debra Bolton began the meeting at 4:00 pm.

II. Guest: None

III. Introduction of New Board Members: Simon Muturi and Adam Cassellius introduced themselves to the Cultural Relations Board members.

IV. Approval of Minutes

Debra asked for a motion to approve the December 2012 minutes. Liz motioned first with a second from Wendy. Minutes were approved.

V. New Business

A. Cultural Relations Board Appointments

The board reviewed previously submitted applications and a new one from Diana Garcia. A motion was made to recommend Diana's application by Mary with a second from Liz. Motion passed. The board agreed to wait to make a recommendation to the City Commission until we receive more applications that reflect the diversity in the community.

B. TET Sponsorship

The board reviewed the sponsorship request for the 2013 TET Celebration and agreed on \$250. A motion was made by Verna with a second from Liz. Motion passes.

VI. Old Business

A. Multicultural Conference

A recap was provided to the board from the prior meeting. Many ideas were shared by CRB members. The 2 day event is tentatively scheduled for October 10th and 11th. Adam suggested inviting dancers from GCHS. The next committee meeting was scheduled for March 1st.



CITY COMMISSION

DAVID D. CRASE,
Mayor

ROY CESSNA

JOHN DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

VII. Financial Report

The board reviewed the December Financial Report

VIII. Adjournment

Chair Debra Bolton adjourned the meeting at 5:15 pm.

GARDEN CITY IS MY TOWN TOO!

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

NAME: Rodrigo Rivalcaba

HOME PHONE: 620 805 9994

ADDRESS: 310 Washington st

WORK PHONE: 620 805 6715

OCCUPATION (if employed): Farmers Insurance Agent

PLACE OF EMPLOYMENT: Farmers Insurance Group

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 20 yrs

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

Reach out to minority community as well as help
minority groups

OTHER APPLICABLE EXPERIENCE: 5 years honorable service Marine Corps
SW Juvenile Detention officer Insurance Agency owner

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Board of Appeals

Planning Commission

Cultural Relations

Plumbing/Mechanical

Electrical Examiners

Police/Citizen

Environmental Issues

Recreation Commission

Golf

Traffic Committee

Landmarks Commission

Zoning Board of Appeals

Local Housing Authority

Youth Council

RETURN THIS FORM TO:

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

Cultural Relations Board - 2013

Meeting Date: Second Thursday
Meeting Time: 5:15 PM
Ord-Res: Resolution
No: 1569

Name	Address	Employer	Email	Expires	Apptd	Ethnicity	Reappointed	Resigned
C Bolton, Debra	1009 Gillespie Place	K State University Research and Extension	dbolton@ksu.edu	12/31/15	12/18/12	American Indian	Reappointed 12/18/12	
Adam Cassellius	1118 N. 12th St	USD 457	acassellius@gckschools.com	12/31/15	12/18/12	Caucasian		
VC Palmer, Wendy	1507 Jan St.	Garden City CO-OP	wpalmer@gccoop.com	12/31/14	12/20/11	Caucasian	Reappointed	
Rogers, Mary	2808 Loraine Pl	St. Catherine's	et	12/31/13	5/18/10	Pacific Islander	12/21/10	
Sabandith, Liz	2001 Apache	Tatro Plumbing	liz@tatroplumbing.com	12/31/14	12/20/11	Laotian		
Weber, Verna	1217 Center	Center for Children and Families State of Kansas	fchd.vweber@gcnet.com	12/31/14	12/20/11	Caucasian	2nd Term	
Simon Muturi	1711 W. Campbell	Department for Children and Families	simon.muturi@dcf.ks.gov	12/31/14	1/15/13	Kenyan	Filled Abdukadir Mohamed's Term	

Cultural Relations Board - 2012

Meeting Date: Second Thursday
Meeting Time: 5:15 PM
Ord-Res: Resolution
No: 1569

Name	Address	Phone (H)	Phone (W)	Phone (C)	Employer	Email	Expires	Apptd	Ethnicity	Reappointed
Andrade, Danny	820 S. Donna Ave	271-2669	275-2132		El Remedio K State University	elremedio@msn.com	12/31/13	5/18/10	Hispanic	Reappointed 12/21/10
C Bolton, Debra	1009 Gillespie Place	275-4902	275-9164	290-4707	Research and Extension	dbolton@ksu.edu	12/31/12	10/19/10	American Indian	
Elad, Frederick	904 Hamline	260-5284	272-5914		SRS	frederick.elad@srs.ks.gov	12/31/12	12/15/09	Cameroonian	
VC Ibrahim, Muna	305 N. 10th		521-0157		Housewife	mmmuna48@gmail.com	12/31/13	12/21/10	Ethiopia/Oromo	
Mohamed, Abdulkadir	312 W. Mary, Apt. D#3	521-1636	277-4222		Tyson	abdulka1@live.com	12/31/14	12/20/11	Somalian	
Palmer, Wendy	1507 Jan St.	290-4938	275-6161		Garden City CO-OP	wpalmer@gccoop.com	12/31/14	12/20/11	Caucasian	
Rogers, Mary	2808 Loraine Pl	640-8504	272-2524		St. Catherine's	maryrogers@catholichealth.net	12/31/13	5/18/10	Pacific Islander	Reappointed 12/21/10
Sabandith, Liz	2001 Apache	640-3177	277-2167		Tatro Plumbing Center for Children and Families	liz@tatroplumbing.com	12/31/14	12/20/11	Laotian	
Weber, Verna	1217 Center	275-1969	765-1185	805-4858		fchd.vweber@gcnet.com	12/31/14	12/20/11	Caucasian	2nd Term

Cultural Relations Board - 2011

Meeting Date: Second Thursday
 Meeting Time: 5:15 PM
 Ord-Res: Resolution
 No: 1569

Chairperson	Last Name	First Name	Address	Phone (H)	Phone (W)	Phone (C)	Employer	Email	Expires	Apptd	Special
	Castillo-Chappel	Angelica	515 Stoeckley Pl.	805-6209	275-2151	290-6264	Golden Plains	acastillo@gpcu.org	12/31/11	12/23/08	Hispanic 2nd Term
	Sperling	Robert	2512 Carriage Ln.	275-4854	276-3131	287-1634	Office Solutions	b.sperling@officesolutionsinc.biz	12/31/11	12/23/08	Caucasian 2nd Term
C	Weber	Verna	1217 Center 3501N. Campus	275-1969	765-1185	805-4858	Center for Children and Families	fchd.vweber@gcnet.com	12/31/11	12/23/2008	Caucasian
	Kyaw	Albert	Dr. E 104		805-7179		USD 457#	akaw@gcschools.com	12/31/11	6/16/09	Asian - Burmese
	Elad	Frederick	904 Hamline	260-5284	272-5914		SRS	frederick.elad@srs.ks.gov	12/31/12	12/15/09	African Reappointed 12/21/10
	Rogers	Mary	2808 Loraine Pl	640-8504	272-2524		St. Catherine's	maryrogers@catholichealth.net	12/31/13	5/18/10	Pacific Islander Reappointed 12/21/10
	Andrade	Danny	820 S. Donna Ave	271-2669	275-2132		El Remedio K State University	elremedio@msn.com	12/31/13	5/18/10	Hispanic 12/21/10
VC	Bolton	Debra	1009 Gillespie Place 605 Labrador	275-4902	275-9164	290-4707	Research and Extension	dbolton@ksu.edu	12/31/12	10/19/10	American Indian Ethiopia/Orom o
	Ibrahim	Muna	Blvd.	290-8984			Housewife	mmmuna48@gmail.com	12/31/13	12/21/10	

Cultural Relations Board - 2010

Meeting Date: Second Wednesday
 Meeting Time: 5:15 PM
 Ord-Res: Resolution
 No: 1569

Chairman	Last Name	First Name	Address	Phone (H)	Phone (W)	Phone (C)	POE	Email	Expires	Apptd	Special	
	Edwards	Ian	501 W. Kansas			640-8925		ijedwards@cox.net	12/31/10	1/08	African Am.	Resigned week of May 3, 2010
	Flores	Paula	1002 Nelson	290-5344	277-4508		Sunflower Elect.	pdf61@swbell.net	12/31/10	1/08	Hispanic	Resigned week of May 3, 2010
	Galia	Jonathan	615 Fleming St.	640-8643	277-4277		Tyson Foods	Jonathan.Galia@tyson.com	12/31/10	8/08	Filipino	Resigned 11/8/10
	Hahn	Angelica	515 Stoeckley Pl.	805-6209	275-2151	290-6264	Golden Plains	acastillo@gpcu.org	12/31/11	12/23/08	Hispanic	2nd Term
C	Sperling	Robert	2512 Carriage Ln.	275-4854	276-3131	287-1634	Office Solutions	dswbob@wbsnet.org	12/31/11	12/23/08	Caucasian	2nd Term
	Kent	Dea	1510 Mikes Dr.	913-787-7555	276-1900		CIL WKS	qdkent@cilswks.org	12/31/12	12/31/2009	Caucasian	Resigned 7/19/10
VC	Weber	Verna	1217 Center 3501N. Campus Dr.	275-1969	765-1185	805 4858	Center for Children and Families	fchd.vweber@gcnet.com	12/31/11	12/23/2008	Caucasian	
	Kyaw	Albert	E 104		805-7179		USD 457#	akaw@gcschools.com	12/31/11	6/16/09	Asian - Burmese	
	Elad	Frederick	904 Hamline	260-5284	272-5914		SRS	frederick.elad@srs.ks.gov	12/31/12	12/15/09	African	
	Rogers	Mary	2808 Loraine Pl	640-8504	272-2524		St. Catherine's	maryrogers@catholichealth.net	12/31/10	5/18/10	Pacific Islander	
	Andrade	Danny	820 S. Donna Ave	271-2669	275-2132		El Remedio	elremedio@msn.com	12/31/10	5/18/10	Hispanic	
	Bolton	Debra	1009 Gillespie Place	275-4902		290-4707	K State University Research and Extension	dbolton@ksu.edu	12/31/12	10/19/10	American Indian	Replace Dea Ker

Cultural Relations Board - 2009

Meeting Date: Second Wednesday
 Meeting Time: 5:15 PM
 Ord-Res: Resolution
 No: 1569

Chairman	Last Name	First Name	Address	Phone (H)	Phone (W)	Phone (C)	POE	Email	Expires	Apptd	Special
	Edwards	Ian	501 W. Kansas						12/31/10	1/08	African Am.
Chair	Flores	Paula	1002 Nelson	290-5344	277-4508		Sunflower Elect.	pdf61@swbell.net pflores@sunflower.net	12/31/10	1/08	Hispanic
	Galia	Jonathan	615 Fleming St.	640-1209	277-4277		Tyson Foods	Jonathan.Galia@tyson.com	12/31/10	8/08	Filipino
	Hahn	Angelica	515 Stoeckley Pl.	805-6209	275-2151	290-6264	Golden Plains	acastillo@gpcu.org	12/31/11	12/23/08	Hispanic 2nd Term
	Prewitt	Margie	1022 N. 5th	276-2123	272-2325		St. Catherine Hospital	MargiePrewitt@catholicealth.net	12/31/09	12/12/06	Caucasian
V. Chair	Sperling	Robert	2512 Carriage Ln.	275-4854	276-3131	287-1634	Office Solutions	dswbob@wbsnet.org	12/31/11	12/23/08	Caucasian 2nd Term
	Kent	Dea	1510 Mikes Dr.	913-787-7555	276-1900		CIL WKS Center for Children and Families	qdkent@cilswks.org	12/31/09	11/25/2008	Caucasian
	Weber	Verna	1217 Center 3501N. Campus Dr. E 104	275-1969	765-1185			fchd.vweber@gcnet.com	12/31/10	12/23/2008	Caucasian
	Kyaw	Albert			805-7179		USD 457#	akaw@gcschools.com	12/31/11	6/16/09	Asian

Cultural Relations Board

Meeting Date: Second Wednesday
 Meeting Time: 5:15 PM
 Ord-Res: Resolution
 No: 1569

Chairman	Last Name	First Name	Address	Phone (H)	Phone (W)	Phone (C)	POE	Email	Expires	Apptd	Special
	Bujanda	Jacqueline	2002 E. Pawnee #3		785-341-7315	785-341-7315	KS Democratic Party	jacqueline8b@yahoo.com	12/31/10	1/08	Latino
	Clifford	Jean	102 Drury Ln.	275-4317			Homemaker	jeanclifford@cox.net	12/31/08	12/27/05	Caucasian
	Edwards	Ian	501 W. Kansas	276-6265	271-3995		Cox Communications	Ian.Edwards2@cox.com	12/31/10	1/08	African Am.
VC	Flores	Paula	1002 Nelson	290-5344	277-4508		Sunflower Elect.	pdf61@swbell.net	12/31/10	1/08	Hispanic
	Galia	Jonathan	615 Fleming St.	640-1209	277-4277		Tyson Foods	Jonathan.Galia@tyson.com	12/31/10	8/08	Filipino
Chair	Hahn	Angelica	515 Stoeckley Pl.	805-6209	275-2151	290-6264	Golden Plains	acastillo@gpcu.org	12/31/08	12/27/05	Hispanic
	Prewitt	Margie	1022 N. 5th	276-2123	272-2325		St. Catherine Hospital	MargiePrewitt@catholichealth.net	12/31/09	12/12/06	Caucasian
	Sperling	Robert	2512 Carriage Ln.	275-4854	276-3131	287-1634	Office Solutions	dswbob@wbsnet.org	12/31/08	5/27/06	Caucasian
	Kent	Dea	1510 Mikes Dr.	913-787-7555	276-1900		CIL WKS	dkent@cilswks.org	12/31/09	11/25/2008	Caucasian

GARDEN CITY IS MY TOWN TOO!

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

NAME: Diana M Garcia _____

HOME PHONE: 620-271-4115

ADDRESS: 1011 W Campbell _____
0196 _____

WORK PHONE: 620-275-

E-MAIL ADDRESS: diana.garcia.lf0b@statefarm.com or nanna_d53@yahoo.com _____

OCCUPATION (if employed): Staff Agent _____

PLACE OF EMPLOYMENT: State Farm Insurance Co. _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 26 yrs. _____

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

I think it would be beneficial to help the minorities of our community.

OTHER APPLICABLE EXPERIENCE: As an insurance staff agent I have helped the Spanish speaking people understand the coverage they have and what they are entitled to. _____

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

2013 Cultural Relations Board Budget

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Approved	Credits	Expense to Date	Remaining Balance
	\$425.36						\$0.00	\$0.00	\$0.00	\$0.00		\$2,250.00		\$425.36	\$1,824.64

	Debit	Credit
January		
February	\$175.36	GCCC Martin Luther King Celebration - Advertising Sponsorship
	<u>\$250.00</u>	Tet Celebration Sponsorship
	\$425.36	

**City of Garden City Cultural Relations Board
2012 Financial Report**

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Approved	Credits	Expense to Date	Remaining Balance
\$431.38					\$250.00		\$200.00	\$167.74	\$1,729.34	\$89.69		\$2,250.00	\$1,014.19	\$2,868.15	\$396.04

	Debit	Credit
January	\$181.38	GCCC Martin Luther King Celebration - Advertising Sponsorship
	<u>\$250.00</u>	Tet Celebration Sponsorship
	\$431.38	
June	\$250.00	Mexican Fiesta Sponsorship
July		\$18.00 Cattle Empire payment for Diversity Breakfast
August	\$200.00	Down Town Vision Cuisine Booth Sponsorships
		\$88.00 Liz Sabandith and GCPD - Table
September	\$158.00	Tables: GCCC and Finney County Health Coalition. Individual tickets: Highland Livestock and Barbara Adison
	\$52.00	Gifts from African Store in GC
	\$6.74	Reimburse Frederick Elad for Cameroon gifts
	\$50.00	DownTown Vision - Cuisine Booth Sponsorships
	\$9.00	Credit Memo - United Way
	<u>\$50.00</u>	Chamber Gift Certificates for Diversity Breakfast
	\$167.74	
October		KSTATE, Chamber, Jean Warta, SRS, USD 457, Commerce Bank, Wendy Palmer, Circles of Hope, Bob Sperling, Claudia Saenz, Christie Rojas, Phil Escareno, Sarah Waller, Mary Rogers, City of Dodge, Risa Devaney, Vietnamese Community, Bob Halloran, Sister Janice, GCCC.
	\$726.00	
	\$7.49	Tax Correction - Ten Thousand Villages
	<u>\$12.00</u>	Return
	\$745.49	
	\$409.34	Diversity Breakfast supplies, Simon Muturi
	<u>\$1,320.00</u>	Fiesta Courtyard
	\$1,729.34	
November	\$23.69	Diversity Breakfast Supplies
	<u>\$66.00</u>	Plaque Engraving
	\$89.69	
December		\$4.70 Accounting JE - move to a different fund.

Cultural Relations Board
2011 Budget

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Approved	Credit/Payments	Expense to Date	Remaining Balance
\$174.92							\$300.00	\$300.00	\$1,614.00	\$540.46	\$659.24	\$2,250.00	\$1,763.00	\$3,588.62	\$424.38

	Debit	Credit	
January	<u>\$174.92</u>		GCCC Martin Luther King Celebration - Advertising Sponsorship
		<u>\$20.00</u>	Reimbursement for Salvadoran Cuisine Booth From Downtown Vision
August	\$250.00		Fiesta Sponsorship
	\$50.00		Gift Certificates for Diversity Breakfast - Chamber of Commerce
	<u>\$300.00</u>		
September			Diversity Breakfast payments: Big Brother & Sisters, Fi Co, Fi Co Senior Center, GC- COOP, GCCC, Mosaic, Robert Chung La, Tatro, United Way, USD #457, Chamber of Commerce, Commerce Bank, K-State Research, Bob Halloran, SRS, Diana Arras, Veronica Garcia, Finney County Health Coalition, City of GC and GCPD
		<u>\$1,143.00</u>	
	<u>\$300.00</u>		Sponsorship of Fall Fest Cuisine Booths - 9/17/11
October	\$1,605.00		Fiesta Courtyard
	<u>\$9.00</u>		Reimburse Robert Chung La
	\$1,614.00		
			Diversity Breakfast payments: Dodge City, St. Catherine Hospital, Tyson, GC Rec, Verizon, Claudia Saenz, Michelle Stegman, Sway Sandoval, Valarie Smith, John Washington, Bob Sperling, Frederick Elad, Farah Hanaf, Christie Rojas, Diversity Breakfast payment, Jacqueline Perez, Fil-Am Association of SWKS and Robert Chung La
		<u>\$591.00</u>	
November	\$49.67		Diversity Breakfast Supplies - From October 20 Visa statement - Badges, sand, tickets, raffia/seashell table skirt.
	<u>\$490.79</u>		Mary Rogers - Gifts and lei's.
	\$540.46	\$9.00	United Way payment for Diversity Breakfast
December	\$69.24		Board Chair Recognition Plaque - Coleen's
	\$90.00		Custom Catering Dinner for December Meeting
	<u>\$500.00</u>		High Plains Passport Sponsorship
	\$659.24		

Cultural Relations Board
2010 Budget

	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept.	Oct.	Nov.	Dec.	Approved	Credit/Payments	Expen. to date	Remaining Balance
001-116-5210																
	\$250.00				\$25.54		\$278.94	\$328.82	\$270.32	\$1,531.56	\$129.06	\$291.52	\$2,250.00	\$1,457.56	\$3,105.76	\$601.80

	Debit	Credit
January	<u>\$250.00</u>	Contribution to Asian TET Celebration
May	<u>\$25.54</u>	Reimbursement to Bob Sperling for purchase of Native American gifts for Diversity Breakfast
July	\$23.94 <u>\$250.00</u> <u>\$5.00</u> \$278.94	Dream catchers - Diversity Breakfast Gifts - Manitou Springs, Colorado Contribution to Fiesta Sacagawea dollar coins for speakers, pastor, Mayor and dancer.
August	<u>\$328.82</u>	<u>\$45.00</u> Center of Independent Living - SW Kansas - Diversity Breakfast Tickets Diversity Breakfast Supplies/Gifts - Dream Catchers, bags, tissue, postcards, paper and labels \$50 in Chamber gift certificates for table decoration winner.
September	\$175.00 \$9.00 \$36.00 <u>\$50.32</u> \$270.32	<u>\$429.00</u> Diversity Breakfast Tickets: KSU, SW Arts and Humanities, Finney County, GCCC, Mosaic, Bob Halloran, DownTown Vision Fall Fest Sponsorships - 5 Tables Reimburse Bob Halloran - He is sitting at the SW Arts and Humanities table Reimburse Debra Bolton for Corn for stew. Candy for Fiesta Parade
October	\$17.58 \$51.48 <u>\$1,462.50</u> \$1,531.56	<u>\$898.00</u> Diversity Breakfast Tickets: City of Dodge, Senior Center, Linda Beech, Russell Child Development, SRS, Somali Community of SW KS, FI CO Community Health Coalition, Marci Smith, Tim Reagan, Vietnamese Community, Frank Urteaga - Prudential, Bank of the West, Commerce Bank, Cultural Relations Board and City of Garden City. Diversity Breakfast Supplies Fall Fest Supplies: Tin Foil, gloves and dish washing liquid. Fiesta Courtyard
November	<u>\$129.06</u>	\$70.00 Diversity Breakfast - Tyson Cultural Diversity Awareness - GCCC - Great Western Dining \$10.06 Cultural Diversity Awareness - GCCC - Great Western Dining minus tax <u>\$5.50</u> Diversity Breakfast Overpayment - KSU SW Research Center \$85.56
December	\$62.52 \$200.00 \$9.00 <u>\$20.00</u> \$291.52	Plaque for Chairperson Bridging the Gap on Social Equality - \$200 - USD 457 Overpayment - KSU SW Research Center Fall Fest Reimbursement - Ozmin Gonzales

City of Garden City
 Cultural Relations Board
 2009 Financial Report

	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept.	Oct.	Nov.	Dec.	Approved	Credit/Payments	Expen. to date	Remaining Balance
001-116-5210	\$415.16							\$250.00	\$166.00	\$1,603.67	\$319.15		\$2,250.00	\$1,327.82	\$2,753.98	\$823.84

	Debit	Credit
January	\$250.00	Contribution to Asian TET Celebration
	\$165.16	Contribution to GCCC for Martin Luther King Celebration advertising costs
	<u>\$415.16</u>	
August	\$250.00	Fiesta Contribution - 8/25
		\$60.00 Philipino American Association - Diversity Breakfast Payment
	<u>\$250.00</u>	<u>\$60.00</u>
September	\$70.00	Downtown Vision - Fall Fest Sponsorship
	\$36.00	City of Dodge was reimbursed - Canceled table and paid individually at door
	<u>\$60.00</u>	Chamber of Commerce double billed
		<u>\$944.00</u> Diversity Breakfast Payments
	\$166.00	\$944.00
October	\$141.63	Capiz Candle Holders - Ten Thousand Villages
		\$7.13 Tax Credit - Ten Thousand Villages
	\$24.65	Postcards for breakfast
	\$52.21	Tablecloths/bags - Diversity Breakfast and Fall Fest
	\$31.49	Tissue paper, ribbon, votives and pillar candles - DB
		\$6.41 Return votives
	\$50.00	Diversity Breakfast Chamber gift certificates
	\$1,245.00	Fiesta Courtyard Charge
	\$42.69	Jonathan Galia - Gift reimbursement
	<u>\$16.00</u>	Credit memo for Dodge City overcharge
		\$2.12 Target Tax reimbursement
		<u>\$280.00</u> Diversity Breakfast Payments
	\$1,603.67	\$295.66

City of Garden City
Cultural Relations Board
2009 Financial Report

November	\$166.50		Advertising for Diversity Breakfast - Telegram
	\$19.95		Diversity Breakfast Supplies
	\$28.78		Diversity Breakfast Supplies
		<u>\$28.16</u>	Tax refund
	\$27.92		Diversity Breakfast Supplies
	\$60.00		Tyson Credit Memo (Will explain - internal accounting correction)
	<u>\$16.00</u>		Walmart Credit Memo (Will explain - internal accounting correction)
	\$319.15	\$28.16	

**City of Garden City
Cultural Relations Board
2008 Financial Report**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept.	Oct.	Nov.	Dec.	Approved	Credit/Payments	Expen. to date	Remaining Balance
001-116-5210																
Total	\$250.00	\$165.16			\$58.86		\$49.74	\$337.00	\$233.94	\$1,603.70	\$152.70	\$64.92	\$2,250.00	\$1,173.94	\$2,916.02	\$507.92

	Debit	Credit
January	\$250.00	Contribution to Asian TET Celebration
February	\$165.16	Contribution to GCCC for Martin Luther King Celebration advertising costs
May	\$28.86	Bagels and Fruit for Refugee Support Task Force meeting in April
	\$30.00	Contribution for the Take Down Club - Memorial for Dr. Van
	\$58.86	
July	\$49.74	Burmese and Somalia DVD's - 7/2
August	\$57.00	Payment for 7/9 Cultural Awareness Event - Great Western Dining-8/7
	\$30.00	Memorial to Family Crisis Center - Sue Johnson - 8/25
	\$250.00	Fiesta Contribution - 8/25
	\$337.00	
September	\$220.00	Advertising - Cultural Awareness Event - The charge should have been \$150. Will receive credit.
	\$13.94	Oriental Trading - I complained about quality upon receipt. They indicated we could keep flags and not ship back. 8/25
		\$528.00 Diversity Breakfast attendees that have paid thus far.
	\$233.94	\$528.00
October	\$1,275.00	Fiesta Courtyard
	\$10.50	9/5 - Ewe Specialties - Plastic bags for gifts
	\$16.14	9/7 - Walmart - Glass containers for flags - table decorations
	\$11.97	9/8 - Target - Gift Bags
	\$7.77	9/19 - Spice Merchant - More garam masala
	\$53.12	Candy for Fiesta Parade
		\$16.00 Americinn Diversity Breakfast Payment
		\$13.94 Credit for Diversity Breakfast Flags.
	\$46.71	8/21- Indian Emporium - Tea, Soan Papdi
	\$36.09	8/22 - Indian Emporium Soan Papdi and Garam Masala
	\$27.64	8/22 - Spice Merchant - Garam Masala
	\$82.26	8/22 - World Market - Gifts - Elephants, Mango Chutney and elephant incense holder
	\$7.50	9/19 - Pier I - Incense - gifts for breakfast
	\$29.00	Diversity Posters - Office Solutions
	\$1,603.70	
November	\$152.70	Advertising for Diversity Breakfast - Telegram
		\$168.00 Payment for Diversity Breakfast - PD/Commission/FCEDC
		\$140.00 Received Credit for advertising overcharge from Telegram for July and September events.
		\$308.00
December		\$308.00 Payments for Diversity Breakfast

\$64.92

CRB Chairman Plaque

**City of Garden City
Cultural Relations Board
2008 Financial Report**

MINUTES

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION**

April 11, 2013

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, April 11, 2013 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Chairman King called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Chairman King, Member Rishel, Member Lopez, Member Howard, Member Garcia, Member Doll, and Member Chappel. Also present were Secretary Kentner and Staff Becerril and Henderson.

II. APPROVAL OF MINUTES

Member Chappel made a motion to approve the March 21, 2013 minutes. Member Howard seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

Chairman King takes time to thank Member Doll for her service on the Planning Commission.

III. PUBLIC COMMENT

IV. SUBMITTAL OF EXHIBITS FOR THE RECORD

- A. Finney county Zoning Regulations of 1995 as amended**
- B. Subdivision Regulations of 1996 as amended**
- C. Finney County Comprehensive Plan as amended**
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E. All application files in their entirety including Staff Reports**

NEW BUSINESS

FC2013-17: Final Plat for McMillan Addition, 1935 E. TV Rd., Rod McMillan

Staff Henderson reads staff report for plat and rezoning.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Secretary Kentner- There are two existing homes at the location. They can now be sold separately. It is part of the regulations that agricultural uses are known and that they were there first. That won't stop the issue of someone purchasing the property 20 years from now and saying they never know there was a dairy just north of there. The structures are on properties that have historically been used as residences.

Chairman King- Does the north half of that section belong to Kleystuebers?

Greg Hands- I believe Loretta Staley owns that.

Chairman King- The only comment Dean (Kleystueber) made to me was that any possible expansion to the dairy would have to be to the south or the east. Dairies and feedlots are coming under regulations that are unbelievable. He doesn't want to get into a situation where it limits his options on expansion. I don't know where he's pumping for sure.

Secretary Kentner- There are 300 acres in between (points to map).

Staff Henderson- It's about 8,000ft.

Secretary Kentner- 5, 680ft so it's about a mile.

Chairman King- He said a mile. He would like some assurance. He said he doesn't have any problem with what they're doing, he just wants to be on the right side of this when the government comes back and says you have to be a mile from residential.

Secretary Kentner- I believe they are actually closer to the residences in Plymell.

Member Lopez- The truth of the matter is, unfortunately, there is no way to give him assurance that the government isn't going to change regulations. I would tend to concur with staff that this is an existing business and it should have no immediate effect on them but as far as the future, you never know.

Secretary Kentner- If I recall, if a new feedlot were to come in, I think KDHE requires a mile radius from residences. These two houses would be outside that radius. The houses and the school in Plymell would actually be closer.

Member Lopez- Those houses already existing would be a bigger issue for them.

Dave Matthews- I believe the current regulations are about 4,500ft.

Secretary Kentner- Ok, so they would be out of that area on this side. The Plymell area would not be.

Member Doll- What is that NE of the lot?

Greg Hands- That's our feed yard. We won't complain.

Secretary Kentner- No issue there.

Kristen Tate- Are there current buyers that are interested in those properties right now? Are there plans to develop them?

Secretary Kentner- No, there are two lots. If someone wanted to tear down the existing house and build a new one, they could.

Kristen Tate- Ok, but can they put in a trailer park?

Secretary Kentner- No. Only single family and Ag uses are permitted.

Staff Henderson- They could put in an RDMH but not a single-wide trailer or more than one dwelling on the property.

Chairman King- Does this go onto the County Commission now?

Secretary Kentner- Yes.

Chairman King- Do they know the advantage of making those lots 5 acres?

Dave Matthews- Well, since you changed the Rural Residential regulations, did the advantage really change? It used to be you had to have 5 acres for animals but that's been reduced so I don't know that the advantages exist anymore. We could squeeze in 5 acres without taking agricultural land.

Chairman King- But they were aware of the 5 acres?

Secretary Kentner- Yes.

Dave Matthews- They aren't taking the trees along the side and I believe the buildings along the north are for the farming operation.

Staff Becerril- I also made him aware of the septic requirements; that they will have to go with an Advanced Treatment Unit (ATU) if the septic fails.

Secretary Kentner- Because they are less than 5 acres.

Chairman King- Well, that's part of it. We are requiring that on anything less than 5 acres?

Secretary Kentner- On 2 acres or less, it's mandatory. On 2 to 5 acres, the County Commission wanted to leave that open if it's an existing property.

Member Lopez- I've visited dairies and the environment is very different than a feed yard would be. I think they do that for milk production. I don't see this as being problematic for them as far as expansion.

Member Chappel- When you get into the county and the residential supersedes the agriculture, that's a problem. You put in one residence and it controls a vast acreage of farmland.

Secretary Kentner- Anywhere where you have residences, within 1,000ft, by law they have a right to voice their opinion on anything that would impact them. If Ag was there already, they may have some precedence.

Member Lopez- I still feel like any problems with the dairy expanding already exist closer to the northwest so I don't see how this project specifically affects them.

Greg Hands- To the northwest is mostly their own facilities.

Member Lopez- Well I mean where the school, the church and residences are.

Tyler Hands- There is only one house there that isn't Kleystuebers.

Chairman King- I guess if we were changing the old homestead to "R-R" I probably wouldn't have any trouble but putting a new plat in there to sell...

Secretary Kentner- Well there are already two houses on that property. One was probably the original house and the other was moved in. They are putting a lot line right through the middle so that someone could remodel the farmhouse. If it were a completely new plat with new houses, I could see there being issues with that.

Member Lopez- It would be an issue regardless.

Secretary Kentner- Right because if they are dividing up new lots way out there in the county, that's where the planning commission would need to step in.

Chairman King- Well we are developing two new lots for sale.

Secretary Kentner- Right.

MEMBER LOPEZ MAKES MOTION TO APPROVE PLAT

MEMBER CHAPPEL SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Nay	Yea	Yea	Yea	Not Present

Motion passed.

FC2013-18: Rezone McMillan Addition from “A” to “R-R”, 1935 E. TV Rd, Rod McMillan

MEMBER CHAPPEL MAKES MOTION TO APPROVE REZONING

MEMBER LOPEZ SECONDS MOTION

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Nay	Yea	Yea	Yea	Not Present

Motion passed.

GC2013-25: Rezone 2511 N. Hwy 83 from “C-2” to “I-2”, Mike Gian (Martin Nusser)

Staff Henderson reads staff report.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

Secretary Kentner- The minimum buffer requirements between residential and industrial is 10ft. That doesn't mean that you guys can't recommend more if you see appropriate. There also has to be a privacy fence.

Member Lopez- Not only that but you mentioned across the street that there is potential for residential development.

Secretary Kentner- You have the wide ROW on Taylor, it's over 150ft wide. On the other side is a 20ft alley and then if you add 15ft to that then you are at 35ft.

Member Chappel- They can put landscaping around the fence also, right?

Secretary Kentner- Right, and we would probably recommend a combination of both just to make the industrial park that much nicer.

Member Lopez- Well, people were upset about having semi's park there so I don't think the same people realized the full implications of this change.

Discussion ensues regarding publish date and number of letters sent out to notify property owners.

Ken Parks- On the trucks you are talking about, the main issue that people had there was that it was going to restrict their access to get on Mary Street. This is to the east of there so it won't be restricting the Hager Addition entrance.

Member Lopez- Well they talked about dust and noise as well.

Ken Parks- So much of that was directly to the north. This property is to the back of the east side of Hagers. I don't see any difference between that and the "I-2". Did you have any complaints about the "I-2" to the south?

Secretary Kentner- It was already zoned "I-2" when the Hager Addition was built.

Ken Parks- It's surrounded by commercial or industrial now anyway. It's only a slight change from commercial to industrial and the traffic will mostly be east of Hager Addition.

Member Doll- What all is allowed in the "I-2"?

Secretary Kentner explains uses allowed in the "I-2" District.

Secretary Kentner- The other issue there is that they will have to address the roads on the development agreement because the road that abuts Thompson St. to the south and Mary St. That would probably need to be a contingency. 40 letters were sent out to surrounding property owners so they were notified.

Chairman King- Is there even an alley between the Hager Addition and this property?

Secretary Kentner- Yes, on the east side of the Hager Addition.

Chairman King- Are you mainly concerned about that row of houses on the east side?

Member Lopez- Well that's the immediate concern. We are choosing the direction of development and isolating them (Hager Addition) even more. Not only that, but across the street on Taylor as well. Industrial here may deter surrounding residential in the future.

Ken Parks- At this time, there is no residential on Taylor from 5 points all the way north. If it gets developed, it will be commercial.

Secretary Kentner- The comprehensive plan does show that as a mixed potential of Commercial, Industrial and Residential.

Member Doll- The property we are dealing with or on the east side of Taylor?

Secretary Kentner- The one being rezoned.

Member Lopez- We are kind of deciding what direction they can go.

Member Doll- So on the east side of Taylor it looks like Commercial, Residential?

Staff Becerril- Commercial, Industrial and Residential.

Secretary Kentner- On the east side of Taylor is Commercial.

Chairman King- Did that just recently change hands? Did that deal go through? The "R-3" on the east side?

Secretary Kentner- Yes.

Chairman King- With that change there, I'm sure there will be more activity than there has been in the past 20 years.

Member Garcia- Where are speaking of?

Secretary Kentner- The "R-3" right across the street. So it does meet the comprehensive plan as a mixed area. As much land as there is and based on the plat, the lot sizes wouldn't necessarily be impacted even if it were recommended that a 20 or 30ft buffer were required. There aren't many regulations required other than the combination of a fence and landscaping to beautify it. This would again bring up the issue of the importance of fencing around industrial areas. If you were living in one of those houses, what is acceptable to you? Most of those houses have fences anyway. You may have noise but it's no different than the issues they already deal with. I'm not sure if it's a good thing that there were no oppositions to this or not.

Chairman King- You had no response from the people in Hagers at all?

Secretary Kentner- No and I would have never predicted that. I don't know if the applicant visited with the homeowners and explained what he was doing.

Member Chappel- Once you put it in the "I-2", there's only so much you can put in there.

Member Lopez- When the letters went out, did you draw out what that could include?

Secretary Kentner- No, it's a standard letter that has just the facts and if they need more information, they can call us.

Member Lopez- Well, if you mentioned trucks, people would probably have a say.

Member Garcia- You probably aren't getting a response because they aren't seeing what's going in there. Once they find out, they are going to come back and say they don't like it. It will be past the point because we will have already approved it. It's going to limit the applicant or whoever owns the property or you will make the residential even more isolated.

Member Lopez- I understand you have done your due diligence as far as notifying the homeowners, however the implications of this decision are big.

Secretary Kentner- That's one of your jobs as a Planning Commissioner is to look out for the health and welfare of the public whether they voice their opinion or not. But, the comprehensive plan does show that as a mixed area. Maybe there should be some type of buffer in between. Maybe some multifamily.

Member Lopez- I think the General Commercial District did give them kind of a buffer. Switching to Medium Industrial is a considerable jump. There is more difference between residential and the new designation.

Secretary Kentner- The other thing is there might be an issue of where that lot line is between 2 & 3 and 5 & 6, maybe it's a recommendation to keep it commercial east and west of that lot line.

Member Rishel- Since they want to rezone this to industrial, is it just speculation or do they have prospects?

Secretary Kentner- I believe they may have a prospect or two for a couple of the lots. I don't think they'd do this if they didn't.

Member Rishel- Whereas if it's commercial, it's kind of dead and stagnant.

Secretary Kentner- Right. Maybe splitting it between Industrial and Commercial is an idea.

Member Chappel- Could we say there are restrictions on the west edge of this? Maybe a larger buffer zone?

Secretary Kentner- You could recommend that in the plat. We might want to address the plat in today's meeting and just say that we'll approve the plat with a 50ft or 20ft buffer, whatever you decide is appropriate.

Chairman King- What I'd like to do is before we pass something with a buffer, I wish Mike or Frank would come in here and talk to us and tell us what they have in mind.

Secretary Kentner- From what I understand, it is industrial use facilities.

Member Chappel- But we could pass it with an approved buffer zone on the west edge? We wouldn't have to have a specific buffer but they would have to come to us to get it approved.

Member Garcia- How much difference does it make to the owners if you adjust that road between lots 3 and 5 and make the east end more concurrent with what you are seeking and leave lots 1, 2, and 4 open for commercial? At this point, if they are only looking at one or two businesses right off the top...

Secretary Kentner- Right now you could say you are only going to rezone lots 3, 8, 9, 7 and 6 as industrial and 1, 2, 4 and 5 would stay commercial. If they wanted to come in later then they could do that.

Member Garcia- Is there any additional cost to the owner?

Secretary Kentner- They would have to go through the process again and there is a \$100 application fee.

Ken Parks- What is the difference between Commercial and Industrial as far as buffer zones?

Secretary Kentner- Industrial is 15ft and I believe it's a little less for commercial.

Ken Parks- So really, they are basically the same; within a few feet.

Staff Henderson- It's 10ft for commercial and 15ft for industrial.

Ken Parks- There is a reason why the industrial buffer zone is what it is: it seems to work. Now that's great, let's have 200ft between a house and industrial, the more the better. But let's not minimize those just because MAYBE the residents of the Hager Addition want more room. Obviously they don't because they didn't so and they are living with the "I-2" to the south. It seems like the regulations have a purpose for what they say.

Secretary Kentner- If you include the alley, it's 35ft. That's the closest they could get. They couldn't even put a parking lot that close because there is supposed to be a separation.

Member Garcia- On that same token, making comment to his, wouldn't you still leave yourself open to the option of additional commercial property like housing coming in between that as well? Not that it's going to happen but it could.

Secretary Kentner- The comprehensive plan lets it go either direction. They could do residential multi-family, industrial or commercial. It's pretty flexible because of what's out there.

Member Lopez- I think if we allow lots 1, 2, 4 and 5 to stay commercial, the conversation regarding the buffer zone would be mute.

Secretary Kentner- Right, and it would be a 10ft buffer zone for the commercial.

Chairman King- I don't know if you know what they have in mind out there or not, but I wouldn't feel comfortable discussing that with you even if you did. I think it's something that they need to come in and show us what they have planned so we can get it right the first time.

Member Lopez- Are you suggesting tabling it?

Ken Parks- The intention is to sell it to industrial users. They have one or two that are of industrial nature but they are wanting to make the whole area industrial.

Chairman King- They aren't wanting to break ground tomorrow?

Ken Parks- No.

Secretary Kentner- I think one of the prospects are interested in it fairly quickly.

Ken Parks- Yes.

Secretary Kentner- I believe they are interested in lot 3.

Ken Parks- There is nothing to discuss because they don't know who the other buyers are going to be. It's just whoever happens to need industrial land.

Chairman King- Well if they knew that we have some concerns, especially if we split it between industrial and commercial, whether that works out with their basic plan or not...

Ken Parks- At this time, I can't say whether they would accept that or not. I'm going to say no just because they applied to rezone all of it.

Chairman King- There are a few more questions with this.

Steve (President of Chamber of Commerce)- If the comprehensive plan has it zoned as potentially mixed, doesn't that mean it can be zoned one of those three things?

Secretary Kentner- Yes.

Steve- Does the comprehensive plan need to be reviewed then because it seems like it was done the way it was supposed to be done but yet there are still a lot of questions from the commission. My concern from a business standpoint, is you are going to hold people up at least another month so maybe the process needs to be revised.

Secretary Kentner- This is probably one of the bigger issue that arises when we give flexibility to an area. Especially if a business doesn't know what they are going to be doing.

Steve- A lot of times, they don't know. The neighbors were notified and there was no response. It meets the comprehensive plan and everything seems to be in place but there are still questions. Maybe the comprehensive plan needs to be reviewed.

Secretary Kentner- It is reviewed every 5 to 7 years. The last revision was done in 2009. In the State of Kansas, speculation zoning is a prohibited act. Usually you are supposed to have a plan to present to the Planning Commission to show what you are doing so they can make a better determination. Especially in flexible areas like this. The comprehensive plan does show it could go either way and there were no responses from the public, however it is still the Planning Commissions responsibility to give recommendation to the governing body one way or the other.

Member Lopez- It's only natural that he would advocate strongly for businesses in the community but the citizen board exists for purposes like this.

Steve- I agree.

Chairman King- We have a rule here that we try to stick to, and that is you show up to discuss your project because even on the smallest things, we still have questions and we need answers before we make a decision. We try to get it right the first time.

Member Howard- I think the fact that none of the homeowners have said anything and it's part of the comprehensive plan...

Member Doll- There hasn't been any interest in putting in residential but we have someone who wants to grow the industrial area; they came here first.

Member Howard- If it weren't in the comprehensive plan and it were something that we just threw out there, that would be another story. To me, one of the biggest things you go by is the public; the people living nearby.

Member Rishel- We are trying to grow the city and bring new businesses to the city and we have a property that is stagnant with no indication for its current use. Now we have interest in that property for a new industrial use. Do we want to stay stagnant or do we want to move forward?

Secretary Kentner- The governing body still has the determining vote on it anyway.
 MEMBER CHAPPEL MAKES MOTION TO APPROVE REZONING UPON DEVELOPMENT AGREEMENT.
 MEMBER RISHEL SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Nay	Not Present	Yea	Nay	Nay	Yea	Yea	Not Present

Motion Passed.
 MEMBER CHAPPEL MAKES MOTION TO APPROVE PLAT.
 MEMBER RISHEL SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Nay	Not Present	Yea	Nay	Nay	Yea	Yea	Not Present

Motion Passed.

FC2013-23: Final Plat of Tyler’s Addition, 2255 Plymel Rd., Luella Hands Family Trust

Staff Henderson reads staff report.
 OPEN PUBLIC COMMENT

Greg Hands- My son Tyler wants to buy his grandparents’ homestead. The way we have it divided up is for Tyler to buy the house and acreage not used for the farming operation. I do understand the concern about being less than 5 acres for the leach feild and septic tank but that’s why we left the area that goes clear up north. We included that in it because I didn’t want to have to worry about it.

Secretary Kentner- Even with the new county regulations that were passed on the ATU’s that will actually help you fit it on there as well if you need it.

CLOSE PUBLIC COMMENT

Chairman King- We just like to make everyone aware of the septic tank issue because we are dealing with it a lot.

Greg Hands- When we put the drip system in, we were forced to put a new septic system in because it didn’t work.

MEMBER DOLL MAKES MOTION TO APPROVE PLAT.
 MEMBER HOWARD SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2013-24 Rezone 2255 Plymell Rd from “A” to “R-R”, Luella Hands Family Trust

MEMBER DOLL MAKES MOTION TO APPROVE REZONING.
 MEMBER CHAPPEL SECONDS MOTION.

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2013-15/GC2013-20: Amendment regarding Noise Nuisances for City and County

*Member Rishel reports findings on noise nuisance regulations from other cities in Kansas. Discussion ensues.
MEMBER RISHEL MAKES MOTION TO SEND TO GOVERNING BODY TO MAKE DEFINITION FOR NOISE NUISANCE.
MEMBER CHAPPEL SECONDS MOTION.*

Votes were taken by yeas and nays and recorded as follows:

Doll	Garcia	Gigot	Howard	King	Lopez	Chappel	Rishel	Sheets
Yea	Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Meeting adjourned at approximately 10:50A.M.

Bill King

Chairman

Kaleb Kentner
Roberto Becerril
Samuel Henderson

Secretary

**Garden City Recreation Commission
Minutes
Monday, March 25, 2013**

I. Call Meeting to Order – Welcome Marcus Ramos

Chairperson Maria Hardwick called the meeting to order at 5:23 p.m. GCRC Board members present were Holly Chandler, Anna Urrutia, David DuVall and Marcus Ramos. GCRC Staff present were Superintendent John Washington, Assistant Superintendent Donna Gerstner, Sports Director Jared Rutti and Finance Director Terri Hahn. Guest was James Hahn.

II. Approval of Agenda

John asked to add to the agenda under V. New Business, F. Approval for purchases of a turf drill seeder from Western Irrigation. Motion by Holly Chandler to approve the amended agenda, seconded by Anna Urrutia. Motion carried with all in favor.

III. Consent Agenda

The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.

- **Minutes of Regular Meeting February 25, 2013**
- **Financial Reports for February 2013**
- **Staff Reports for March 2013**
- **Participation Reports February 2013**

Motion by David DuVall to approve the consent agenda, seconded by Holly Chandler. Motion carried with all in favor.

IV. Superintendents Report

- **Citizens Academy- Is being held on April 11, 2013.** – John explained the Citizens Academy thru the City of Garden City. Our turn is on April 11, 2013 here at the Recreation Commission. Board Members who would like to attend please get with John on this.
- **2014 Budget Start's process in April and May.** – Budget process begins in April going thru May and June with approval in July.
- **Mid-West Regional Conference Deadwood, SD, April 13th-17th.** – John will be attending the Mid-West Regional Conference in Deadwood, SD, April 13th-17th.
- **Superintendents Vacation.** – John is going on vacation on April 1st thru April 7th.

V. New Business

- a) **Jared Rutti Sports Director is requesting for approval of purchase the 2013 BB/SB Equipment Bids.** – The 2013 Equipment Bid Sheet was sent to The Good Sport, R.T. Sporting Goods, Hibbet Sporting Goods, Sports Connection and Walmart. Bids were received from the following business's:

40 dz 12" Softball, USSSA Classic M, Leather w/Blue Logo & Letters Sports Connection: \$74.95 dz	R.T.'s: \$53.95 dz	USSSA Classic M 12" Optic Yellow The Good Sport: \$54.04
34 dz 11" Softball, USSSA Classic W, leather w/Blue Logo & Letters Sports Connection: \$79.95 dz	R.T.'s: \$53.95 dz	USSSA Classic W 11" Optic Yellow The Good Sport: \$54.04 dz
6 dz RBRO Leather Baseballs Sports Connection: \$51.00 dz	R.T.'s: \$39.90	RBRO Rawlings The Good Sport: \$61.00 dz

4 dz RCAL Leather Baseballs Sports Connection: \$51.00 dz	R.T.'s: \$39.90	RCAL Rawlings The Good Sport: \$61.00 dz
10 dz Youth Baseball Leather Game Balls Clanton FCB Sports Connection: \$58.00 dz Diamond, D-1 NFH5	R.T.'s: \$58.90	NFHS Diamond/Rawlings The Good Sport: \$0.00
10 dz Youth Practice Leather Baseballs Sports Connection: \$39.95 dz Diamond	R.T.'s: \$34.50	Diamond/Rawlings The Good Sport: \$0.00
30 Heavy Duty Canvas Bags Sports Connection: \$12.95 ea Tag-TDB	R.T.'s: \$17.49	Heavy Duty Bags The Good Sport: \$24.99 25"x42"
8 Bats 27" Youth Softball Bats, USSA, ASA, NSA Certified Sports Connection: \$28.50 ea Easton (Synergy Youth 11)	R.T.'s: \$19.80	Easton/Louisville/Worth/Nike The Good Sport: \$0.00
8 Bats 27" Youth Softball Bats USSA, ASA, NSA Certified Sports Connection: \$28.50 ea Easton (Synergy Youth 11)	R.T.'s: \$19.80	Easton/Louisville/worth/Nike The Good Sport: \$0.00
6 All in One Cathers Helments (Large) Sports Connection: \$45.00 ea Air Pro 2962	R.T.'s: \$41.90	Schutt The Good Sport: \$0.00
6 All in One Cathers Helments (Small) Sports Connection: \$45.00 ea Air Pro 2962	R.T.'s : \$41.90	Schutt The Good Sport: \$0.00
10 Game Volleyballs SV-SWS Composite Sports Connection: \$31.95 ea Tachikara	R.T.'s: \$31.90	Tachikara/Mikasa The Good Sport: \$30.86 Tachikara
10 Game Futsal Balls FSC62 Sports Connection: \$0.00	R.T.'s: \$19.90	Mikasa The Good Sport: \$0.00
1 Economy Electric Inflator Sports Connection: \$94.99 ea	R.T.'s: \$98.00	120v/.9amps-100 psl gauge The Good Sport: \$0.00
2 Sets Flexible Corner Flags Sports Connection: \$59.99 set	R.T.'s: \$54.00	Steel spring base with ground stake The Good Sport: \$0.00
3 Waffle Style in-ground home plate Sports Connection: \$131.95 ea Hollywood The Good Sport: \$0.00	R.T.'s: \$116.00 Hollywood/\$69.00 Schutt	Hollywood/MacGregor
3 4-Way Pitcher's Rubber Official Size (6"x24") Sports Connection: \$131.95 ea Hollywood The Good Sport: \$0.00	R.T.'s: \$129.00 Hollywood/\$85.00 Schutt	Hollywood/MacGregor
3 Hollywood Double Anchor Stanchion-Official Size-Pitching Rubber & Anchor Sports Connection: \$115.90 ea Hollywood	R.T.'s: \$123.00	Hollywood The Good Sport: \$0.00
3 Sets Hollywood Impact Bases Sports Connection: \$249.95 ea Hollywood	R.T.'s: \$246.00	Hollywood Impact Bases The Good Sport: \$0.00
2 Sets Hollywood Impact Double First Bases Sports Connection: \$175.95 ea Hollywood	R.T.'s: \$189.00	Hollywood Impact double first bases The Good Sport: \$0.00
2 Sets all Rubber double First Base Sports Connection: \$229.95 ea Hollywood	R.T.'s: \$189.00	Hollywood The Good Sport: \$0.00
4 dz Dig out Tools Sports Connection: \$7.95 ea Hollywood	R.T.'s: \$9.50	Hollywood/MacGregor The Good Sport: \$0.00

Jared is recommending going locale with The Good Sports for Game Volleyballs and R.T. Sporting Good with the rest of equipment on the 2013 Equipment Bid. Motion by David DuVall to accept Jared Rutti's Recommendations for the 2013 Equipment Bid and seconded by Holly Chandler. Motion carried with all in favor.

- b) **Jared Rutti Sports Director is requesting for approval the 2013 Baseball/Softball T-shirt Bids.** – Bids were received from the following business for the 2013 Baseball/Softball T-shirt bids:

The Good Sport	T-Ball Shirts:	\$5.30 per shirt \$6.00 per XXL shirt \$6.30 per XXXL shirt
	Staff T-Shirts:	\$6.20 per shirt \$6.90 per XXL shirt \$7.20 per XXXL shirt
	Baseball/Softball T-shirts:	\$6.70 per shirt \$7.20 per XXL shirt \$7.40 per XXXL shirt
	Prep/Junior Baseball Shirt:	\$ 9.30 per shirt \$10.30 per XXL shirt \$10.50 per XXXL shirt
	Hats:	
	Low Profile	\$2.39 per hat
	Wool	\$3.67 per hat
	Flex Fit	\$0.00 per hat
	Fitted Wool	\$6.98 per hat
	R.T. Sporting Goods	T-Ball Shirts:
Staff T-Shirts:		\$6.40 per shirt \$6.40 per XXL shirt \$6.40 per XXXL shirt
Baseball/Softball T-shirts:		\$0.00 per shirt
Prep/Junior Baseball Shirts:		\$ 8.75 per shirt \$ 9.75 per XXL shirt \$10.75 per XXXL shirt
Hats:		
Low Profile		\$0.00 per hat
Wool		\$0.00 per hat
Flex Fit		\$14.10 per hat Blues/Bandits
Fitted Wool		\$0.00 per hat

Jared is recommending using The Good Sport for t-ball shirts, staff t-shirts, baseball/softball t-shirts and hats: low profile, wool and fitted wool. R.T. Sporting Goods will provide the Prep/Junior Baseball Shirts and the flex fit hats. Motion by Holly

Chandler to approve the bid on The Good Sports for t-ball, staff and baseball/softball t-shirts and low profile, wool and fitted wool hats and R.T. Sporting Goods on the prep/jr baseball shirts and flex fit hats. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

- c). **Jared Rutti Sports Director would like for consideration a change in Facility Rental Fee Structure.** - The following is what Jared is recommending to change on the Facility Rental Fee Form:

Way it reads now.

GCRC suggest that Renters for their own protection obtain Renter must present proof for liability insurance for their event, 3 days prior. It shall name the Garden city Recreation Commission, City of Garden City and its executors, collectively and individually as insured in the policy. With the limit of liability to be not less than \$1,000,000 bodily injury and \$50,000 property damage or \$1,000,000 single limit.

Starting and ending times of the event must be finalized by noon on the Wednesday prior to the event. No exceptions.

Garden City Recreation Commission will provide the following services to all tournaments scheduled through the Garden city Recreation Commission office:

*Provide chalk and marker (for additional charges) to the Tournament Manager For the purpose of marking batters boxes throughout the day if requested.

Renters are responsible for the following items:

*Remove bases at the conclusion of each days play.

*Times of the tournament or event must be given to GCRC by noon on Wednesday. NO exceptions.

Fees and Deposits

*Fees are based on dry field preparation. In the event of wet field preparation, you will be charged \$35 per hour additional to dry out the fields. Diamond dry will be provided free up to 3 bags field rented. Any additional diamond dry needed will be assessed to the renter. The renter may help with the drying process in order to help reduce the hours of labor needed, under the supervision of the GCRC Staff. Holiday rates are at 1 and ½ the rate.

*\$75 cleaning deposit per complex is required prior to reservation begin made. The deposit will be returned at the conclusion of the event provided facilities are left in a clean and orderly manner, subject to GCRC Staff approval.

Daily Charges

	Group 1	Group 2
Baseball Fields	\$85	\$70
Soccer Fields	\$85	\$65
Tennis & Sand	\$20 (4 courts)	\$20

Other Charges

Deposit	\$75
---------	------

Changes Recommended by Sports Director Jared Rutti reads:

GCRC suggest that Renters for their own protection obtain liability insurance for their event. With the limit of liability to be not less than \$1,000,000 bodily injury and \$50,000 property damage or \$1,000,000 single limit.

Starting and ending times of the event must be finalized by noon on the Wednesday prior to the event. No exceptions. Ten (10) working days for pool rental.

Garden City Recreation Commission will provide the following services to all tournaments scheduled through the Garden City Recreation Commission office:

*Provide chalk and marker (for additional charges of \$10) to the Tournament manager for the purpose of marking batters boxes throughout the day if requested.

Renters are responsible for the following items:

*Times of the tournament or event must be given to GCRC by noon on Wednesday prior to weekend tournaments. NO exceptions.

Remove Line out of renters responsible: Remove bases at the conclusion of each days play.

Fees and Deposits:

*Fees are based on dry field preparation. In the event of wet field preparation, you will be charged \$35 per hour additional to dry out the fields. Diamond dry will be provided free up to 3 bags per field rented.

*\$100 cleaning deposit per complex is required prior to reservation being made. The deposit will be returned at the conclusion of the event provided facilities are left in a clean and orderly manner, subject to GCRC Staff approval.

Daily Charges

	Group 1	Group 2
Baseball Fields	\$85 = ½ day \$160 = Full Day	\$70 = ½ Day \$130 = Full Day
Soccer Fields	\$85 = ½ day \$160 = Full Day	\$65 = ½ Day \$120 = Full Day
Tennis & Sand Basketball Courts Futsal Courts	\$30 (4 courts)	\$30

Other Charges

Deposit \$100

Motion by Holly Chandler to approve the facility rental changes, seconded by David DuVall. Motion carried with all in favor.

- d) **Jared Rutti Sports Director is proposing a late fee charge for recreational (sports) programs.** - Jared handed out a flyer on late fees for sports. Spring Soccer had 314 total enrollments,184 enrolled before the deadline and 130 enrolled after the deadline. Same thing goes for the other youth sports. Youth sports Jared would like to add a \$5 late charge. Adult sports Jared would add\$10 late charges after schedules or league determination meeting is done. Motion by Holly Chandler to approve the late fee

charge on sports, \$5 on youth sports and \$10 on adult tournaments. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

- e) **Donna Gerstner Assistant Superintendent requesting Board Representative for Playground Program, United Way Funding Presentation, April 18th, 8:40pm, St Catherine Hospital, Classroom B.** – Donna is requesting a Board Member for the Playground Program with United Way Funding Presentation, April 18th, 8:40 pm at St. Catherine Hospital, Classroom B. Jared and Amber will give the presentation on the Playground Program.

- f) **Approval for purchase of over seeder from Western Irrigation.** – Brian Knight, Maintenance Director is requesting approval to purchase a used over seeder grass drill and a used grass drill from Western Irrigation for \$6,500.00. Mr. Louk will donate \$4,200 if we will pay the \$6,500. Motion by David DuVall to approve the purchases of an over seeder grass drill and a grass drill from Western Irrigation for \$6,500 and a donation from Mr. Gale Louk for \$4,500.00 The motion was seconded by Marcus Ramos. Motion carried with all in favor.

Vi. **Old Business**

VII. **Executive Session – (Applies only if requested by Staff or a Board Member) Recreation Board will go into executive session at ___pm for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at ____ p.m.**

John requested to go into executive session for 15 minutes for the purpose of discussing personnel and/or real property. Motion by Holly Chandler to go into executive session for 15 minutes, seconded by Anna Urrutia. Motion carried with all in favor.

Went into executive session at 6:10 p.m.

Out of executive session at 6:25 p.m.

No action taken.

Garden City Recreation Commission Questions and Comments

VIII. **Adjournment**

Motion by Holly Chandler to adjourn the meeting. Seconded by Anna Urrutia. Meeting adjourned at 6:28 p.m.

Terri Hahn
Secretary

Approved 04/29/2013



GARDEN CITY RECREATION

AGENDA - Garden City Recreation

Regular Meeting

Monday – April 29, 2013 @ 5:30 p.m.

Garden City Recreation Center, 310 N. 6th Street

I. Call Meeting to Order

II. Approval of Agenda

III. Consent Agenda

The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.

- a. Minutes of Regular Meeting March 25, 2013
- b. Financial Reports for March 2013
- c. Staff Reports
- d. Participation Reports

IV. Superintendent Report

- a. 2013-14 Capital Improvements Program Project Schedule
- b. “Big Pool” Sprayground Project
- c. Plunge Pool Drainage
- d. Employee Replacement
- e. Finnup Park Master Plan
- f. Clint/Academy Fields
- g. Academy Maintenance Office Removal, Fencing & Bleacher Seating
- h. New Software Update (Terri)

V. New Business

1. 2012 Audit Report & Management’s discussion and Analysis (5:30 P.M.)
2. Maintenance Director Brian Knight is requesting approval for \$7,168.00 for Academy fencing from Garden True Value.
3. Discussion of moving the Garden City Recreation Commission Tax Base from the City of Garden City to USD 457; pursuant 12-1936. Chapter 12.—12-1933 and 12-1936
4. Assistant Superintendent Donna Gerstner is asking for approval for new Cell Phone Policy replacing old Cell Phone Policy 7.11.2, and to add Cell Phone Use Policy.

VI. Old Business

VII. Executive Session – Recreation Board will go into executive session at ____ pm for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at ____p.m.

Garden City Recreation Commission Questions & Comments

VIII. Adjournment

Next Meeting

May 20, 2013

Activity Center @ 5:15 p.m.

310 N 6th St, Room 112