

AGENDA
CITY COMMISSION MEETING
Tuesday, May 21, 2013
1:00 P.M.
(Amended 5/20/13)

- I. Note: No pre-meeting.**
- II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Megan Cady, a 5th grade student from Charles O. Stones Intermediate Center won the local Arbor Day poster contest. Her work also received top honors for Southwest Kansas and was recognized by the Southwest Kansas Forest Service at the Tree City U.S.A. Awards ceremony in Derby, Kansas.
 - B. Shea Sinclair, Executive Director of the Western Kansas Community Foundation, on behalf of the NIP Grant / Scholarship Committee along with Detective Clint Brock, will be awarding \$500 scholarships to recipients.
 - C. Governing Body consideration and approval to allow the Mayor to proclaim May 25, 2013 as National Missing Children's Day.
 - D. Garden City Fire Chief Allen Shelton request Governing Body consideration and approval to allow the Mayor to proclaim May 21, 2013 as Lieutenant Randy Pratt Day.
- VII. REPORT OF THE CITY MANAGER.**
 - A. The Garden City Regional Airport Passenger Facility Charge (PFC) application process is underway. The airport hosted the airline consultation meeting on May 13, 2013 and final comments are due on June 17, 2013. No comments have been submitted at this time.
 - B. Staff has 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 Communications Specialist Freburg the monthly Communications report, from Community Development Director Kentner the monthly building report for city and county, from Police Chief Hawkins the monthly activity report, from Assistant City Engineer Mestdaugh the construction status report, and from Director of Public Works Curran the CIP schedule and monthly City Link ridership report.
 - C. Meetings of note:

- ✓ May 31 – June 9, 2013 – Beef Empire Days – “Beef....The Taste of Tradition!”
- ✓ June 8, 2013 – BED Chuck Wagons Breakfast, 6:30 a.m. – 9:30 a.m. at Stevens Park
- ✓ June 8, 2013 – BED Parade, 10:30 a.m.
- ✓ June 8, 2013 – BED Chuck Wagons in the Park, 11:30 a.m. at Stevens Park
- ✓ June 10, 2013 – Blues at the Zoo, 7:00 p.m. at LRZ
- ✓ June 22, 2013 – Global Bazaar, 8:00 a.m. – 4:00 p.m. at LRZ (west side)
- ✓ July 24 – 28, 2013 – Finney County Fair
- ✓ August 7 – 11, 2013 – Southwest Kansas Pro Am
- ✓ August 8, 2013 – SHRM of SWKS – 5th Annual HR Workshop, 8:00 a.m. – 4:00 p.m.
- ✓ August 24 – 25, 2013 – Tumbleweed Festival
- ✓ September 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. 2340-2013A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Resolution No. _____ - 2013, 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. (Chappel Heights Phase I)
- B. McMillan Plumbing, Electrical and Mechanical own the property at 404 W. Thompson Street. They have requested partial vacation of the south 10.0 feet of Thompson Street adjacent to their property.
 - 1) Ordinance No. _____, 2013 an ordinance vacating a portion of Thompson Street, lying north of Lot 1, Block 41, Holmes Third Addition, all in the City of Garden City, Finney County, Kansas.
- C. Ordinance No. _____-2013, an Ordinance amending the Zoning Regulations for the City of Garden City, Kansas; amending the Zoning Regulation Section 24.020; repealing in its entirety current Zoning Regulation Section 24.020; all to the Code of Ordinances of the City of Garden City, Kansas. (Regarding permanent parking requirements)

X. OLD BUSINESS.

- A. 2:00 p.m. – Public Hearing for the Special Assessments being levied this year. The projects are construction of Taylor Avenue, from Fulton Street south approximately 310 feet, construction of A Street, from Hamline Street south to the north line of the Drainage Ditch, construction of street improvements on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500, and construction of a water main and related

appurtenances on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500. After the Public Hearing, the Governing Body is requested to adopt the assessment ordinance.

1) Ordinance No. 2596 -2013 an ordinance of the City of Garden City, Kansas, levying special assessment taxes on certain real properties for the purpose of paying a portion of the costs of internal improvements benefiting such property; providing for giving notice of the special assessment taxes; and providing for the collection of such special assessment taxes.

B. 2:00 p.m.- Public Hearing for 705 Taylor at which the owner, owner's agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed, pursuant to Section 18-80 ET SEQ. of the Code Of Ordinances of the City of Garden City, Kansas.

XI. NEW BUSINESS.

A. Finance Director Hitz will be present to discuss the following items:

1) Review of Enterprise & Support Funds—Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Replacement (#81), and Water Maintenance Reserve (#82). Review tax funds— Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61).

B. The Governing Body is asked to consider and approve several items related to a commercial development, including a hotel, restaurant and indoor waterpark, and redeveloping the property south of Schulman and east of US-5 and 0/83/400, formerly used by the Fun Center and C & D World of Wheels.

1) A Memorandum of Understanding between the City and Stone Development, Inc.

2) Resolution No. _____-2013 a resolution stating the intent of the City of Garden City, Kansas to consider creation of a redevelopment district, approve a redevelopment plan for the district and providing for notice of a public hearing on such matters.

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

1) Governing Body consideration and approval of acceptance of bids received April 4, 2013 for the purchase of Evidence/Asset Bar Coding Systems and authorization for the Mayor and City Clerk to execute the contract with FileOnQ, Inc.

2) Governing Body consideration and approval for assistance to the Friends of Garden City Arts, with the installation of the “Wind Fire” sculpture, as agreed by the scope of work to be determined by the City Commission.

- 3) Governing Body approval and authorization for the Mayor to sign the proposed Waste Transportation and Disposal Agreement from Clean Harbors Environmental Services.
- 4) Governing Body consideration and approval of an amendment to a lease agreement between the City of Garden City, Kansas and Sherif Dullovi.
- 5) Permission for Stacy Oberheim to reserve Space 2, Lot 60, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

6) Licenses:

(2013 New)

- a) Roc Service Company, LLCClass A General
- b) Ron Warren Construction, IncClass A General
- c) Dondlinger & Sons Construction, IncClass A General
- d) Wiebe ConstructionClass B General
- e) M.G. McGraw’s Tree & Lawn. Class E-SOC Specialized Other
- f) Weatherly Electric, LLC Class D-E Electrical

XII. CITY COMMISSION REPORTS.

A. Commissioner Doll

B. Mayor Fankhauser

C. Commissioner Law

D. Commissioner Cessna

E. Commissioner Dale

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
May 7, 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, May 7, 2013 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation. The minutes of the last meeting were approved with one correction.

Commissioner Dale moved to not approve the request from Mr. Ryan Cornett for a waiver of the noise ordinance on June 1, 2013 from 7:00 p.m. to midnight at Fulton Street Pub for an outdoor event with live music and uphold the City Manager’s decision for a waiver to the noise ordinance from 7:00 p.m. – 11:00 p.m. 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 the request from Angelica Castillo Chappel, Garden City Community Fiesta Association pursuant to Code Section 6-35, 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. to 9:00 p.m. and for temporary closure of Heroes Way. 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 request from Cathy McKinley, 2013 Local Leadership Kansas, pursuant to Code Section 6-35, 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. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve the request from Lindsey Becker & Rodney Wadel for a waiver to the noise ordinance on June 6-8, 2013 and June 28-29, 2013 from 8:00 p.m. to midnight at Jax Sports Grille, 1907 E. Mary Street for outside music concerts, the concerts will be held in an enclosed tent. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Nay	Yea	Yea	Yea

Commissioner Dale moved to approve and authorize staff to prepare a petition for a cost share project as requested by Bruce & Beverly Schmitz Glass for streetscape improvements at the southwest corner of Seventh and Laurel streets for the redevelopment of the McAllister building. 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 a request from Iglesia Pentecostal Jesucristo to extend City sewer and water, with special assessments for the sewer, subject to an annexation agreement. Staff was directed to investigate a larger benefit district for the sewer project with the property owners to the north on the east side of Eighth Street.

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and authorize the Mayor to proclaim the week of May 5 -11, 2013 as Public Service Recognition Week. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve and appoint Honorable Peter J. Ramirez to serve as a Garden City representative on the 25th Judicial District Community Corrections Advisory Board. 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 and authorize the Mayor to proclaim May 12-18, 2013 as National Peace Officers Week. 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

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 American Public Works Association. Director of Public Works Sam Curran accepted the award at this week's Spring Conference in Lawrence. Also present were representatives of the project engineer, Wilson and Company, and the project contractor, Smoky Hill. The Awards Committee specifically cited the project's improvement to the traffic safety of the intersection as well as the coordination required between the City, Finney County and KDOT.

The Governing Body recognized and congratulated the graduates of the 2013 Garden City Citizens' Academy class. Members of the Governing Body and the public were invited to attend the Graduation Ceremony for the Citizens' Academy held directly following the City Commission meeting, in the Large Meeting Room.

City Manager Allen reported that the City Prosecutor's Office will be physically relocating from the office on Pine Street to the Law Enforcement Center. The consolidation of duties 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. The City will work with the building owner to transition the building to a new tenant sooner if possible.

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.

Staff provided the following item of information for Governing Body review from Finance Director Hitz, the monthly City and County sales tax report.

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
- ✓ 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 Diversity Dinner.

Appropriation Ordinance No. 2339-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$3,534,679.03,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2339-2013A. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2591-2013, “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,” was read and and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2591-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2592-2013, “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), was read and and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2592-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve the preliminary and final plats of Chappel Heights Subdivision. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2593-2013, “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,” was read and and considered section by section. Commissioner Law moved to approve Ordinance No. 2593-2013. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2594-2013, “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), was read and and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2594-2013. 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 Fankhauser moved to approve the preliminary and final plats for Gian Property. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll left the bench.

Resolution No. 2556-2013, “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), was read and and considered section by section. Commissioner Cessna moved to approve Resolution No. 2526-2013. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Abstained	Yea	Yea

Commissioner Doll returned to her place at the bench.

Ordinance No. 2595-2013, “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,” was read and and considered section by section. Commissioner Law moved to approve Ordinance No. 2595-2013. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and 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. 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

Lona DuVall, President and representatives from Finney County Economic Development Corporation were present to review the quarterly report and to submit their annual request for funding for 2014.

Dr. Beverly Schmitz Glass, Executive Director of Downtown Vision, Inc. and board members Nicole Lucas and Shonda Collins were present to review the quarterly report and to submit their annual request for funding for 2014.

Commissioner Cessna moved to approve the request to expand the OL-1 District and expand the OL-2 District south in the city limits to include all property within the bypass not currently included in the Neighborhood Revitalization Plan (NRP). Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Fankhauser moved to approve a contract for services 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. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Bond Counsel Mary Carson and Financial Advisor Chuck Bouilly have started work on the Special Assessments being levied this year.

Commissioner Cessna moved to approve the Final Cost Certificates and the Assessment Rolls. 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 and schedule a Public Hearing for 2013 at 2:00 p.m., May 21, 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 Cessna moved to approve and authorized the proposed 2013 General Obligation bonds, with the Buffalo Dunes Golf Course irrigation project for 15 years and the Electric and Water projects for 10 years. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
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Yea Yea Yea Yea Yea

Public Works Director Curran reviewed the 2013 and 2014 Capital Improvement Projects lists with the Governing Body. Finance Director Hitz was 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), Finnup Foundation (#18), 12-6 a13 Revolving Fund(#26), Risk Reserve (#27), Special Drug & Alcohol (#29), Special Parks & Rec (#30), Special Trafficway (#32), Street(#01-133), Workers Compensation (#35), Workers Compensation Reserve (#36), Community Development (#50), Economic Development Revolving Loan (#52), Project Development (#53), Golf Course (#70), Golf Course Bldg (#71), Solid Waste (#75) and Drainage Utility (#79).

Commissioner Dale moved to approve and appoint Tanner Lucas to the Planning Commission to fill the unexpired term beginning May 2013 and ending December 31, 2015. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recored as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Dale moved to approve the following:

1. Governing Body considered and accepted 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

Description	Quantities	Unit/Pricing	Costs
Supplier Sealer	Paving Maintenance Supply Inc., Wichita, Kansas		
gallon	13,000	\$2.194	\$28,522.00
Supplier Sealer	Mid-America Seal Coating, LLC		
gallon	13,000	\$2.20	\$28,600.00

b. Schulman Avenue Watermain Extension

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	

c. Lareu Road and Stone Creek Drive Improvements

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	\$75,085.00	\$102,395.50	\$209,588.00	\$387,068.50	Low Recommended

Co.					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	

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, LLC Class 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

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Dale complimented Communications Specialist Freburg for her work with the Citizens' Academy and all other departments that participated. Commissioner Dale stated some classes were more exciting than others and that the Utility Department was great as it focused on the different areas of the buildings. Commissioner Dale thanked those involved.

Commissioner Doll commended and thanked staff for the budget documents. Commissioner Doll thanked Mayor Fankhauser and his family for the bronze statue in the downtown area.

Mayor Fankhauser stated his family unveiled the bronze statue located at Main Street and Grant Avenue, to his 100-year-old mother and she enjoyed it. Mayor Fankhauser issued a challenge to other community members to step up and do the same type of art project.

Commissioner Law thanked the Fankhauser family and stated he appreciated the bronze statue in the downtown area.

Commissioner Cessna had no comments.

**JOINT MEETING OF THE FINNEY COUNTY, GARDEN CITY, AND
HOLCOMB COMMISSIONS**

May 7, 2013

Mayor Fankhauser opened the joint meeting at the City Administrative Center at 11:00 a.m. on May 7, 2013. All Finney County and Garden City Commission members were present. Holcomb City Administrator/City Clerk Robin Pena and Mayor Gary Newman were also present. The purpose of the meeting was to discuss the following issues:

City of Garden City Issues

Regional Water Strategies:

City Manager Allen discussed the issue of declining water quality in the upper Arkansas River basin, and the potential for a regional collaborative effort for public water supply from Garden City to the state line. The City is working with a property owner east of town on a watermain extension that could help address water supply needs in some of the nearby rural developments. Mark Rude, Groundwater Management District # 3, discussed other major water issues, including an aqueduct system from northeast Kansas from the Missouri River.

Joint Wastewater Maintenance:

Public Utilities Director Muirhead discussed the possibility of a joint wastewater maintenance program with the County and Holcomb. The City is currently in the second year with Mayer Specialties Service, Goddard, Kansas for line maintenance. The service program provides for the cleaning of all sewer lines during a three-year period with a report back on any cracks or areas of concern that need to be addressed by the City. This program does not include sewer lifts.

City of Holcomb is currently under contract with Mayer Specialties Services.

The city will make contact with Mayer Specialties Services on the possibility of renegotiating a contract.

Finney County Issues

Jennie Barker Road:

County Administrator Partington discussed the issue of improving Jennie Barker Road from Schulman Avenue north to Highway 156. The County currently has partial funding in the special highway fund for their 2015 Capital Improvement budget but this falls short of the engineer's estimate for the project. The last cost estimate was for approximately \$3 million to complete the project and does not include engineering costs.

Industrial Park / Joint City of Garden City and County funds:

County Administrator Partington asked the group if there was an interest to build or develop in the northwest industrial area. A question was asked as to the procedure when an opportunity presents itself: Is there a need for a special meeting of each entity or is it in the County's hands? It was agreed that the decision was at County Commission meeting and if the City was concerned, they would attend the meeting and object if necessary. No further discussion is needed.

Community Development – (planning, zoning & permits):

County Commissioner Jones asked if there could be a checklist made for new companies interested in coming to the area. Community Development Director Kentner stated there is not a "checklist" on ordinances, resolutions or waivers for businesses, but his office has always had a good relationship with Economic Development.

Water Quality issue at LEC

County Administrator Partington addressed the issue of water quality at the Law Enforcement Center, and their staff believes the issue is within the City's line. The City will run a test on the water from the City line from the mainline into the building and then from different faucets within the building to help diagnose the problem. LEC, and their staff wants to test City water lines prior to committing \$70k on a possible fix.

Airport:

Commissioner Mayo reported that Randy Williams, Garden City Ammonia, has asked if it's possible to get additional flights on the weekends to Garden City from American Airlines. Mayor Fankhauser suggested having larger planes come to Garden City. The flight schedule is a private matter handled by American Airlines.

City of Holcomb Issues

Intercommunity Bike/Ped Trail

Public Works Director Curran and Garden City officials have spoken with Burlington Northern Railroad about using their right-of-way for a trail, and they reported that the results were not positive. Mark Rude, Groundwater Management stated there might be up to \$250,000 in grant funding available for a similar project; however, it would have to be closer to the river.

Other issues

Future discussion of LEC Sales Tax – Sunset expected in fall 2014

Finance Director Hitz asked the group if there was a plan on the reauthorizing that sales tax. The group had the following ideas:

- Road improvements
- Intercommunity Bike/Ped trail
- Joint project on Jennie Barker Road improvements north of Schulman Avenue

Mark Rude, Groundwater Management discussed with the group that their offices have been working with the Kansas Water Office on the quality and quantity of water in Southwest Kansas.

Mayor Newman stated that Holcomb received a letter from the Governor on water conservation and asked what, if anything, the other entities will be enforcing. Public Utilities Director Muirhead stated that the City has an ordinance that they are currently reviewing along with the letter from the Governor's office.

Commissioner Doll asked if there were any plans to put sirens in the Highlands Addition in the County. County officials stated they do not have sirens out in the county, as there could be distance problems. Commissioner Jones suggested the purchase of weather radios.

There being no further business, Mayor Fankhauser declared the meeting adjourned.

Respectfully submitted,

Celyn N. Hurtado
City Clerk

Petitions

PROCLAMATION

WHEREAS, According to the U.S. Department of Justice, an estimated 800,000 children are reported missing each year; and

WHEREAS, On average, approximately 2,000 children are reported missing to law-enforcement agencies daily; and

WHEREAS, Approximately 58,200 of these children are victims of non-family abductions and more than 200,000 are the victims of family abductions; and

WHEREAS, The National Center for Missing & Exploited Children® (NCMEC) exists as a resource to help prevent child abduction and sexual exploitation, help find missing children, and assist victims of child abduction and sexual exploitation, their families, and the professionals who serve them, and

NOW, THEREFORE, in partnership with NCMEC and its supporters, I, Dan Fankhauser, Mayor of the City of Garden City, Kansas do hereby declare May 25, 2013 as

National Missing Children's Day

and urge the participation of local government, law enforcement, and communities in the protection of children and educating children about child abduction and sexual exploitation, and how to respond and seek help from law enforcement, social services, and NCMEC. We further encourage all individuals to take 25 minutes to help children stay safe.

Signed and sealed this 21st day of May 2013.

Dan Fankhauser, Mayor

Attest:

Celyn N. Hurtado, City Clerk

PROCLAMATION

WHEREAS, Fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, quick thinking, courage, and selfless concern for the welfare of our citizens; and

WHEREAS, Firefighters serve our community by acting as first responders in a variety of emergency situations; and

WHEREAS, Lieutenant Randy Pratt began serving the Garden City Fire Department on September 28, 1989 and retired on January 1, 2013 after 23 years of service; and

WHEREAS, Lt. Pratt served 15 years as a lieutenant, was an instructor for Firefighter I and Firefighter II training, and served on the rescue squad; and

WHEREAS, Lt. Pratt displayed commitment, perseverance, and effectiveness in his firefighting career

NOW, THEREFORE, I, Dan Fankhauser, Mayor of the City of Garden City, Kansas do hereby declare May 21, 2013 as

Lieutenant Randy Pratt Day

in Garden City, Kansas and urge all citizens to acknowledge and express their sincere appreciation and thanks for his service to this community, and highly commend him for the manner in which he has carried out his responsibilities and duties as a Firefighter with the City of Garden City.

Signed and sealed this 21st day of May 2013.

Dan Fankhauser, Mayor

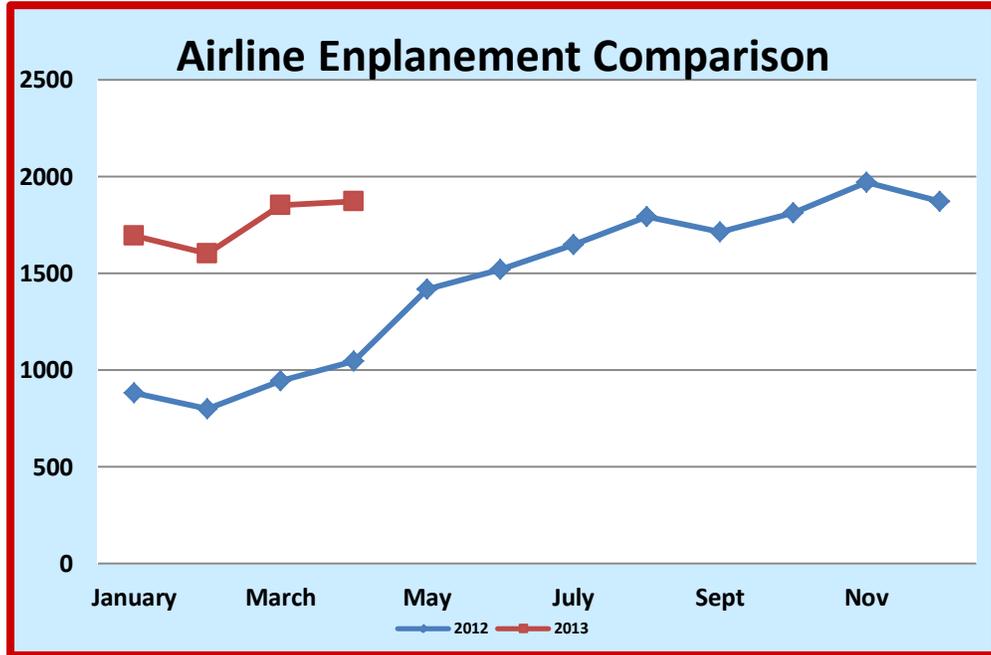
Attest:

Celyn N. Hurtado, City Clerk

Report of the City Manager

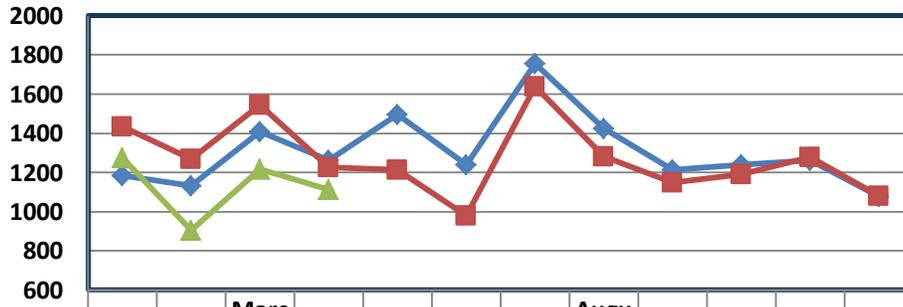
Staff Reports

**GARDEN CITY REGIONAL AIRPORT
APRIL MONTHLY REPORT**



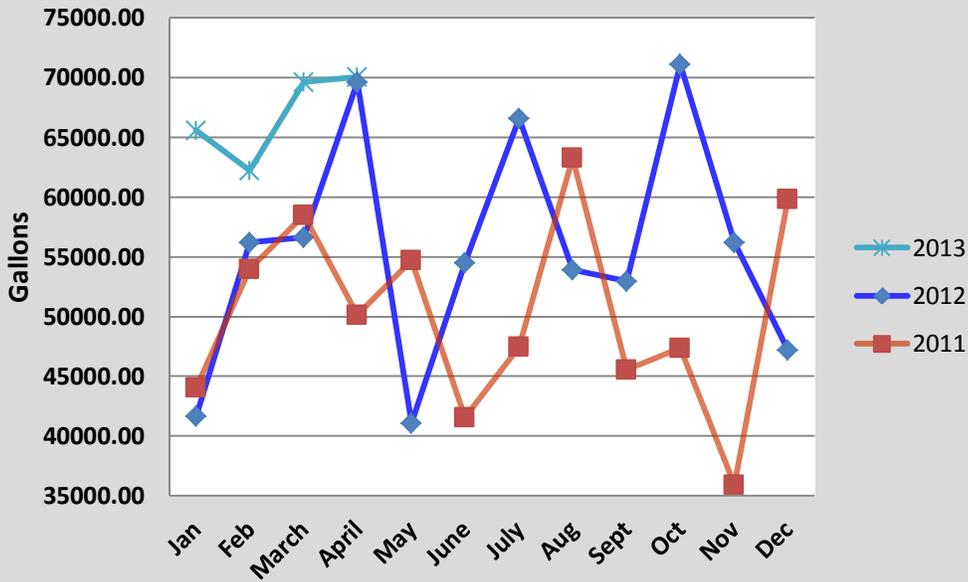
Total Enplanements			
2013	Eagle	Republic	Total
Jan.	1694	69	1763
Feb	1602	84	1686
March	1854	0	1854
April	1874	71	1945
May	0	0	0
June	0	0	0
July	0	0	0
Aug	0	0	0
Sept	0	0	0
Oct	0	0	0
Nov	0	0	0
Dec	0	0	0
TOTAL	7024	224	7248

Monthly Operations Comparison



	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
2011	1185	1132	1407	1262	1497	1239	1756	1425	1214	1240	1262	1076
2012	1434	1269	1546	1225	1212	978	1638	1281	1150	1190	1279	1081
2013	1276	904	1216	1114								

Fuel Sale Comparison





City of Garden City
Monthly Financial Report FY 2013
For the Four Months Ended April 30, 2013

Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended April 30, 2013.

GENERAL FUND AT A GLANCE

Category		Revised 2013 Budget	2013 YTD Actual	2012 YTD Actual
Revenues		19,544,600	6,983,008	6,508,639
Expenditures		20,457,950	7,073,468	6,353,165
Revenues Over(Under)		(913,350)	(90,460)	155,474

UTILITY FUND REVENUES AT A GLANCE

Category		Revised 2013 Budget	2013 YTD Actual	2012 YTD Actual
Electric		28,098,000	8,573,532	7,237,000
Solid Waste		2,767,000	1,022,859	994,341
Drainage Utility		203,550	69,409	69,433
Water and Sewage		7,573,500	1,852,332	1,824,658
TOTAL		38,642,050	11,518,131	10,125,432

SELECTED REVENUES AT A GLANCE

Category		Revised 2013 Budget	2013 YTD Actual	2012 YTD Actual
City Sales Tax		5,504,500	1,903,452	1,829,744
County Sales Tax		3,232,000	1,122,123	1,082,628
Franchise Tax				
Gas Utility		420,000	284,337	232,096
Telephone		80,000	25,690	26,440
CATV		222,000	56,931	53,181
Building Permits		222,500	70,400	40,948
Municipal Court Fines		1,025,000	352,122	291,576



**City of Garden City
 Monthly Financial Report FY 2013
 For the Four Months Ended
 April 30, 2013**

General Fund

General Fund Revenues collected through April were \$6,983,008. The April revenues represent about 35.73% of the total revenues expected in the General Fund. Property tax distribution was 59.11% for the second of five payments 2013.

General Fund Expenses are at 34.58% of the total expenditures expected in the General Fund.

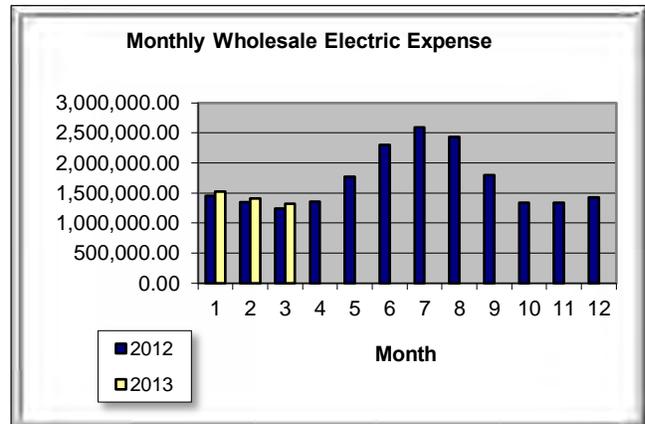
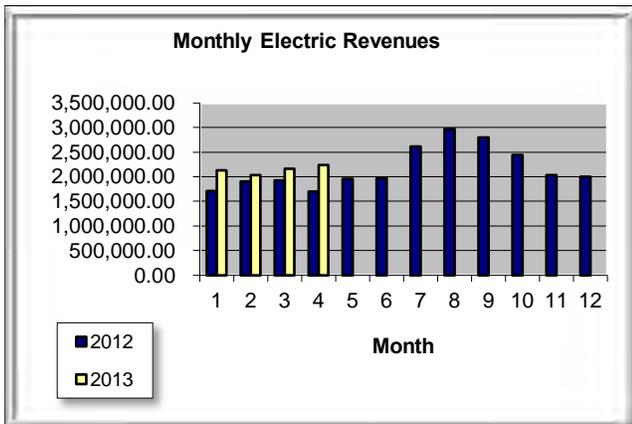
Selected Revenues

- City Sales Tax—Ahead by \$73,708 compared to April 2012 year to date collections, 4.03% ahead of 2012 for the four months ended.
- County Sales Tax— Collections for the four months ended are ahead of 2012 by \$39,495 or 3.65%.
- Franchise Tax—Budget estimates for 2013 remain approximately the same as 2012 with the exception of Gas utility, due to the increase in fee from 4% to 5%. Franchise fees are slightly higher than 2012 with the exception of telephone.
- Building Permits—Budget estimates for 2013 are based on 2012 revenues. Receipts are higher than this period in 2012.
- Municipal Court Fines—Budget estimates are slightly higher than 2012 budget and collections through April were ahead of 2012.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$28,098,000 for 2013 were \$8,573,532 through four months or 30.51% of budget.

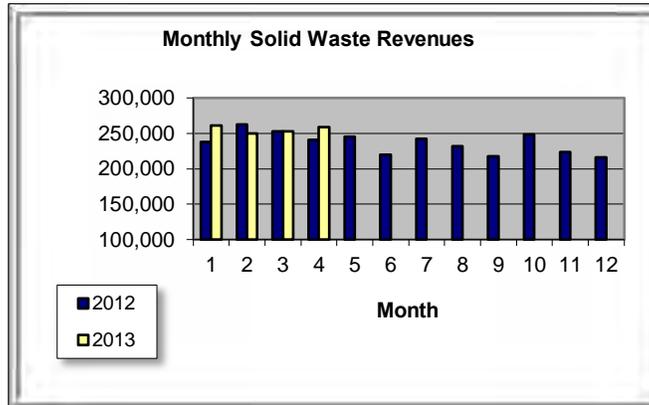


A main expense is Wholesale Electric in the Utility Fund. The 2013 revised budget for wholesale electric is \$21,250,000. The wholesale electric expense for April was not available at this printing.

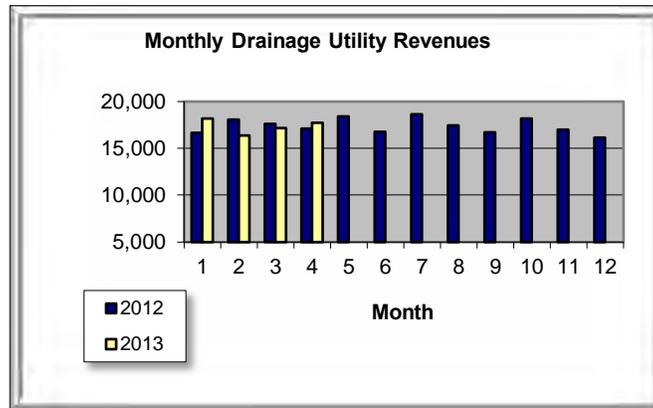


City of Garden City
Monthly Financial Report FY 2013
For the Four Months Ended
April 30, 2013

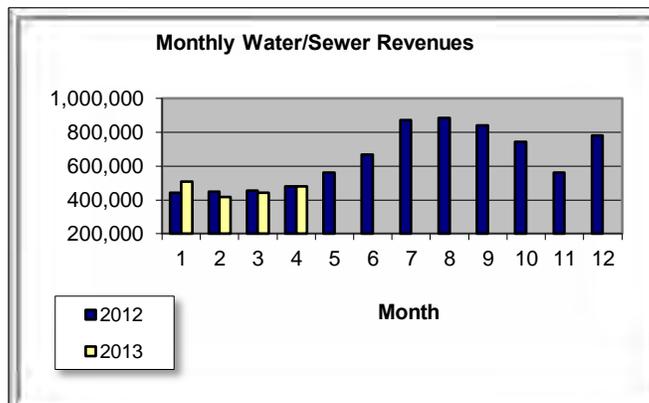
■ Solid Waste revenues – revised budget at \$2,767,000 for 2013 were \$1,022,859 through four months or 36.97% of budget.



■ Drainage Utility revenues – revised budget at \$203,550 for 2013 were \$69,409 through four months or 34.10%.



■ Water and Sewer revenues - revised budget at \$7,573,500 for 2013 were \$1,852,332 through four months or 24.46% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Four Months Ended April 30, 2013

Fund	Unencumbered Cash Balance 1/1/2013	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 4/30/2013	Add Payables and Encumbrances	Treasurer's Cash 4/30/2013
1 General	3474369.34	6983008.43	6896817.98	3560559.79	176650.00	3737209.79
<u>Debt Service Fund</u>						
40 Bond and Interest	276747.01	1076701.04	137477.00	1215971.05	0.00	1215971.05
<u>Special Revenue Funds</u>						
5 Capital Improvement	672380.26	3180.47	34961.87	640598.86	0.00	640598.86
6 Community Development Loan Fund	9371.84	2304.67	1007.00	10669.51	0.00	10669.51
7 Cemetery Endowment	20579.97	2343.51	0.00	22923.48	0.00	22923.48
8 Community Trust	1361809.82	114136.63	321444.99	1154501.46	0.00	1154501.46
10 DEA Forfeiture	33248.70	7605.88	6642.50	34212.08	0.00	34212.08
11 Drug Enforcement	32830.09	-4993.13	434.39	27402.57	0.00	27402.57
12 DJBX-0188 2012 Grant	0.00	0.00	15813.45	-15813.45	0.00	-15813.45
13 JAG Grant Recovery Act	0.00	0.00	0.00	0.00	0.00	0.00
15 Enhanced Wireless 911 Fund	216839.73	62623.25	24967.32	254495.66	0.00	254495.66
16 Cops Grant-Technology	0.00	0.00	0.03	-0.03	0.00	-0.03
18 Finnup Trust Fund	53040.88	0.00	4383.22	48657.66	0.00	48657.66
25 Recreation	1339.33	518306.84	519646.17	0.00	0.00	0.00
26 Special Improvements	111919.69	-0.75	272.59	111646.35	0.00	111646.35
27 Special Liability	153098.02	0.00	18404.06	134693.96	0.00	134693.96
29 Special Alcohol Programs	27365.02	23185.94	19500.00	31050.96	0.00	31050.96
30 Special Recreation and Parks	92354.57	26004.36	14629.00	103729.93	0.00	103729.93
31 FOLRZ Projects	0.00	379652.50	404268.40	-24615.90	0.00	-24615.90
32 Special Trafficway	962465.80	326371.06	130647.89	1158188.97	35835.00	1194023.97
50 Community Development Grant	0.00	17642.34	20809.29	-3166.95	0.00	-3166.95
52 Economic Development	311551.07	9662.78	602.52	320611.33	0.00	320611.33
53 Project Development	214993.64	15561.70	25158.47	205396.87	0.00	205396.87
Total Special Revenue	4275188.43	1503588.05	1563593.16	4215183.32	35835.00	4251018.32
<u>Capital Projects Funds</u>						
42 2011-GO Bond Projects	698172.49	0.00	12898.99	685273.50	0.00	685273.50
43 2011-Temporary Notes Projects	760.90	30000.00	1000.00	29760.90	0.00	29760.90
44 2012-Temporary Notes Projects	14336.50	20000.00	14417.50	19919.00	0.00	19919.00
45 2012-GO Bond Projects	924141.32	0.00	405582.69	518558.63	0.00	518558.63
46 2012- Temporary Notes Durango Project	4205085.44	0.00	2204592.57	2000492.87	0.00	2000492.87
47 Pioneer Road Estates Improvements	0.00	196000.00	341518.35	-145518.35	0.00	-145518.35
Total Capital Projects	5842496.65	246000.00	2980010.10	3108486.55	0.00	3108486.55
<u>Enterprise Funds</u>						
Electric Utility:						
68 General	1709845.64	8573531.68	6468973.01	3814404.31	770302.31	4584706.62
69 Security Deposits	340303.02	79705.00	12122.60	407885.42	0.00	407885.42
Total Electric Utility	2050148.66	8653236.68	6481095.61	4222289.73	770302.31	4992592.04
Water and Sewer Utility:						
80 General	1982621.11	1852331.85	1569032.31	2265920.65	0.00	2265920.65
81 Wastewater Repair and Replacement	550660.27	44095.00	0.00	594755.27	0.00	594755.27
82 Water and Sewage Maintenance Reserve	821688.76	42140.88	0.00	863829.64	0.00	863829.64
Total Water and Sewer Utility	3354970.14	1938567.73	1569032.31	3724505.56	0.00	3724505.56
Airport:						
60 General	351612.74	406828.92	128203.83	630237.83	0.00	630237.83
61 Airport Improvement	81706.70	200241.00	210779.37	71168.33	0.00	71168.33
Total Airport	433319.44	607069.92	338983.20	701406.16	0.00	701406.16
Solid Waste Utility:						
75 General	1326363.62	1022859.07	760048.29	1589174.40	137382.00	1726556.40
Recreation Area:						
70 General Golf Course	97189.36	340986.32	291849.81	146325.87	41918.90	188244.77
71 Golf Course Building	26581.05	-132.00	0.00	26449.05	0.00	26449.05
Total Recreation Area	123770.41	340854.32	291849.81	172774.92	41918.90	214693.82
Drainage Utility:						
79 General	268151.95	69408.51	15013.01	322547.45	0.00	322547.45
<u>Internal Service Funds</u>						
55 Health Insurance	42018.06	901717.31	1256312.62	-312577.25	0.00	-312577.25
56 Health Insurance Reserve	700000.06	0.00	0.00	700000.06	0.00	700000.06
35 Workers Compensation	67130.57	351540.00	342775.00	75895.57	0.00	75895.57
36 Workers Compensation Reserve	583694.12	40.92	40604.48	543130.56	0.00	543130.56
Total Internal Service	1392842.81	1253298.23	1639692.10	1006448.94	0.00	1006448.94
Total All Funds	22818368.46	23694591.98	22673612.57	23839347.87	1162088.21	25001436.08



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 04/1/2013 Through 04/30/2013

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
	Income				
3022	CONNECTING LINKS	18,425.10	37,208.18	75,000.00	37,791.82
3023	CONSUMER USE TAX	55,594.64	266,798.60	690,117.00	423,318.40
3028	LIQUOR CONSUMPTION TAX	0.00	23,185.93	76,000.00	52,814.07
3035	STATE REVENUE STAMP	25.00	50.00	0.00	(50.00)
3040	AD VALOREM TAX	0.00	2,090,837.68	3,412,341.00	1,321,503.32
3041	AD VALOREM BACK TAX	0.00	38,357.41	190,000.00	151,642.59
3044	CITY SALES TAX	411,490.67	1,903,451.55	5,504,500.00	3,601,048.45
3046	COUNTY SALES TAX	249,027.64	1,122,123.26	3,232,000.00	2,109,876.74
3055	MOTOR VEHICLE TAX	0.00	138,340.46	447,363.00	309,022.54
3056	RECREATIONAL VEHICLE TAX	0.00	747.14	4,463.00	3,715.86
3057	HEAVY DUTY VEHICLE TAX	0.00	3,076.17	3,371.00	294.83
3065	CATV FRANCHISE	0.00	56,931.16	222,000.00	165,068.84
3066	GAS UTILITY FRANCHISE	188,449.78	284,337.44	420,000.00	135,662.56
3067	TELEPHONE FRANCHISE	6,291.95	25,690.30	80,000.00	54,309.70
3115	CEM'TERY SPACES	5,575.00	15,635.00	50,000.00	34,365.00
3301.01	ANIMAL BOARDING	1,817.54	6,264.96	15,000.00	8,735.04
3301.02	CAR STORAGE & TOWING	419.00	8,379.75	12,000.00	3,620.25
3301.05	FEES-FALSE ALARM	0.00	3,150.00	8,000.00	4,850.00
3301.07	FEES-GATE RECEIPTS	3,210.00	4,790.00	20,000.00	15,210.00
3301.08	FEES-GRAVE OPENINGS	3,975.00	21,775.00	55,000.00	33,225.00
3301.09	FEES-MONUMENT SETTING	700.00	800.00	2,750.00	1,950.00
3301.10	FEES-PLAT FILING	489.00	1,302.00	1,500.00	198.00
3301.11	FEES-REZONING	200.00	600.00	2,500.00	1,900.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	0.00	200,000.00	200,000.00
3301.13	FEES-WAIVER FILING	145.00	265.00	1,500.00	1,235.00
3301.16	FINES-MUNICIPAL COURT	79,260.88	352,121.61	1,025,000.00	672,878.39
3301.17	FEES-STATE JUDGE	150.12	616.96	3,000.00	2,383.04
3301.18	FEES-STATE LAW ENFORCEMENT	5,668.65	23,403.64	100,000.00	76,596.36
3301.19	FEES-REINSTATEMENT	1,458.00	6,637.50	22,000.00	15,362.50
3301.20	FEES-RESTITUTION	2,668.92	57,879.05	0.00	(57,879.05)
3301.21	LEGAL COPIES	319.00	1,071.05	3,000.00	1,928.95
3301.22	PROBATION SCREENING	40.00	80.00	1,000.00	920.00
3301.23	FEES-CRIME STOPPER INFRACTION	30.00	170.00	0.00	(170.00)
3301.24	FEES-CRIME STOPPER MAJOR	60.20	560.20	2,500.00	1,939.80
3350.01	LICENSE-AMUSEMENT	0.00	0.00	1,500.00	1,500.00
3350.02	LICENSE-ARBORIST	0.00	225.00	600.00	375.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	75.00	300.00	3,000.00	2,700.00
3350.04	LICENSE-CONTRACTOR	750.00	4,425.00	25,000.00	20,575.00
3350.06	LICENSE-ELECTRICIAN	0.00	1,620.00	5,750.00	4,130.00
3350.08	LICENSE-ITINERANT MERCHANT	1,200.00	2,700.00	31,000.00	28,300.00
3350.09	LICENSE-LIQUOR	1,000.00	3,000.00	20,000.00	17,000.00
3350.10	LICENSE-MECHANICAL	0.00	1,185.00	2,250.00	1,065.00
3350.12	LICENSE-PAWN SHOP	25.00	50.00	250.00	200.00
3350.13	LICENSE-PLUMBER	0.00	1,470.00	3,500.00	2,030.00
3350.15	LICENSE-TAXI	0.00	75.00	120.00	45.00
3350.16	TAGS-DOG & CAT	356.82	1,327.01	2,000.00	672.99
3400.01	PERMITS-BUILDING	15,803.14	55,801.05	175,000.00	119,198.95



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 04/1/2013 Through 04/30/2013

3400.03	PERMITS-ELECTRIC	893.00	1,141.00	12,000.00	10,859.00
3400.04	PERMITS-EXCAVATION	15.00	820.00	1,000.00	180.00
3400.05	PERMITS-GAS	573.00	1,266.30	5,000.00	3,733.70
3400.08	PERMITS-MECHANICAL	992.10	3,323.40	13,000.00	9,676.60
3400.09	PERMITS-PLUMBING	674.00	4,798.44	11,000.00	6,201.56
3400.11	PERMITS-TV & SIGN	450.00	3,180.00	5,000.00	1,820.00
3435	INTEREST INCOME	4,629.85	12,190.28	75,000.00	62,809.72
3437	FINANCE CHARGE INCOME	3,205.55	9,945.73	10,000.00	54.27
3440.02	RENTAL-CITY FACILITIES	920.00	15,422.96	65,000.00	49,577.04
3440.03	RENTAL-DEPOT	100.00	400.00	1,000.00	600.00
3447	ROYALTIES-GAS WELLS	2,062.32	9,626.39	45,000.00	35,373.61
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	5,000.00	5,000.00
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	10,000.00	10,000.00
3470.02	REIMBURSE-ENGINEERING	0.00	0.00	16,000.00	16,000.00
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	25.00	25.00
3470.04	REIMBURSE-POLICE SERVICES	0.00	3,063.75	218,000.00	214,936.25
3470.07	UTILITY FUNDS REIMBURSEMENT	55,179.50	234,967.96	2,633,000.00	2,398,032.04
3470.08	REIMBURSE-COUNTY	6,262.43	74,067.32	180,600.00	106,532.68
3470.09	REIMBURSE-HOLCOMB	0.00	38,000.00	33,600.00	(4,400.00)
3515	FUEL TAX REFUND	0.00	1,426.44	500.00	(926.44)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	0.00	1,000.00	1,000.00
3600.04	MISCELLANEOUS-INSPECTION	50.00	2,048.40	1,500.00	(548.40)
3600.07	MISCELLANEOUS-POLICE	0.00	(1,565.00)	0.00	1,565.00
3600.08	MISCELLANEOUS-STREET	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>	<u>50,000.00</u>
Total Income		<u>1,130,777.80</u>	<u>6,983,008.43</u>	<u>19,544,600.00</u>	<u>12,561,591.57</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 04/1/2013 Through 04/30/2013

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	6,848.53	33,331.57	96,750.00	(63,418.43)
112	CITY MANAGER	34,118.28	180,591.91	465,350.00	(284,758.09)
113	SERVICE AND FINANCE	48,551.91	227,695.99	710,000.00	(482,304.01)
114	LEGAL SERVICES	10,013.46	35,608.46	93,750.00	(58,141.54)
115	MUNICIPAL COURT	66,286.62	266,981.21	882,000.00	(615,018.79)
116	HUMAN RESOURCES	12,512.23	61,302.44	166,500.00	(105,197.56)
117	INFORMATION TECH	22,247.32	150,498.31	327,250.00	(176,751.69)
118	CITY PROSECUTION	<u>22,881.37</u>	<u>87,649.34</u>	<u>257,000.00</u>	<u>(169,350.66)</u>
	Total Administration	223,459.72	1,043,659.23	2,998,600.00	(1,954,940.77)
121	POLICE-ADMINISTRATIVE	155,751.69	512,438.31	1,496,500.00	(984,061.69)
122	POLICE-INVESTIGATIONS	54,620.43	275,677.82	812,000.00	(536,322.18)
123	POLICE-PATROL	252,529.41	1,111,949.82	3,253,750.00	(2,141,800.18)
124	POLICE-SUPPORT SERVICES	80,818.20	385,209.07	1,293,500.00	(908,290.93)
125	POLICE-ANIMAL CONTROL	<u>11,169.93</u>	<u>62,005.98</u>	<u>206,250.00</u>	<u>(144,244.02)</u>
	Total Police	554,889.66	2,347,281.00	7,062,000.00	(4,714,719.00)
131	PUBLIC WORKS-PLANNING,COMM	26,252.81	109,918.08	322,250.00	(212,331.92)
132	PUBLIC WORKS-ENGINEERING	19,562.30	96,078.89	247,000.00	(150,921.11)
133	PUBLIC WORKS-STREET MAINT	58,369.34	699,608.01	1,417,250.00	(717,641.99)
134	PUBLIC WORKS-INSPECTIONS	17,318.86	79,236.56	320,200.00	(240,963.44)
135	PUBLIC WORKS-PARKS	<u>64,503.05</u>	<u>248,231.01</u>	<u>837,000.00</u>	<u>(588,768.99)</u>
	Total Public Works	186,006.36	1,233,072.55	3,143,700.00	(1,910,627.45)
141	ZOO-ADMINISTRATIVE	31,688.69	139,955.48	424,600.00	(284,644.52)
142	ZOO-MAINTENANCE DIVISION	20,021.53	92,050.87	345,350.00	(253,299.13)
144	ZOO-ANIMAL DIVISION	<u>79,029.17</u>	<u>343,869.91</u>	<u>1,154,200.00</u>	<u>(810,330.09)</u>
	Total Zoo	130,739.39	575,876.26	1,924,150.00	(1,348,273.74)
151	FIRE-ADMINISTRATIVE	13,432.30	73,376.00	232,500.00	(159,124.00)
152	FIRE-OPERATIONS	177,409.24	896,065.12	2,594,500.00	(1,698,434.88)
153	FIRE-VOLUNTEERS	<u>337.96</u>	<u>2,420.76</u>	<u>22,000.00</u>	<u>(19,579.24)</u>
	Total Fire	191,179.50	971,861.88	2,849,000.00	(1,877,138.12)
161	CEMETERY-OPERATIONS	33,825.79	220,776.47	535,500.00	(314,723.53)
171	CAPITAL IMPROVEMENT	148,128.83	519,940.59	1,784,000.00	(1,264,059.41)
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>161,000.00</u>	<u>161,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,468,229.25</u>	<u>7,073,467.98</u>	<u>20,457,950.00</u>	<u>(13,384,482.02)</u>



City of Garden City
 Statement of Revenues and Expenditures-Utility Fund Revenues
 From 04/1/2013 Through 04/30/2013

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,143,476.37	8,199,156.40	27,072,250.00	18,873,093.60
3110.01	COLLECTIONS-COIN BOX	371.02	(183.53)	250.00	433.53
3118	CONNECT FEES	3,765.00	16,200.00	52,000.00	35,800.00
3150	IDENTIFIED LONG/SHORT	(3,597.78)	(6,389.65)	0.00	6,389.65
3151	UNIDENTIFIED LONG/SHORT	(66.24)	39.34	0.00	(39.34)
3154	INSUFFICIENT FUNDS CHECKS	(2,920.38)	(4,272.55)	0.00	4,272.55
3155	RETURNED CHECK CHARGE	325.00	1,050.00	4,000.00	2,950.00
3185	PENALTIES	0.00	0.00	92,000.00	92,000.00
3201	REIMBURSE-DEVELOPER	9,450.00	15,750.00	50,000.00	34,250.00
3435	INTEREST INCOME	23.01	73.98	2,500.00	2,426.02
3476	REIMBURSE-DAMAGE PAYMENTS	12.50	12.50	0.00	(12.50)
3492	SALES TAX	87,713.35	324,281.23	820,000.00	495,718.77
3600	MISCELLANEOUS	330.60	27,813.96	5,000.00	(22,813.96)
	Total Electric	2,238,882.45	8,573,531.68	28,098,000.00	19,524,468.32
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	234,439.91	923,017.93	2,600,000.00	1,676,982.07
3185	PENALTIES	19,348.40	82,575.87	80,000.00	(2,575.87)
3195	RECYCLING SALES	5,303.48	16,327.33	85,000.00	68,672.67
3435	INTEREST INCOME	84.38	271.22	1,500.00	1,228.78
3515	FUEL TAX REFUND	0.00	666.72	500.00	(166.72)
	Total Solid Waste	259,176.17	1,022,859.07	2,767,000.00	1,744,140.93
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	17,729.97	69,408.51	203,000.00	133,591.49
3104.02	HHW FEE INCOME	0.00	0.00	50.00	50.00
3435	INTEREST INCOME	0.00	0.00	500.00	500.00
	Total Drainage Utility	17,729.97	69,408.51	203,550.00	134,141.49
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	213,791.81	842,039.78	2,650,000.00	1,807,960.22
3103	COLLECTIONS-WATER	212,209.07	802,137.40	4,200,000.00	3,397,862.60
3118	CONNECT FEES	975.00	4,095.00	18,000.00	13,905.00
3120	COUNTY SEWER FEES	19,131.14	50,243.02	112,000.00	61,756.98
3130	FIRE LEG FEES	0.00	12,111.34	11,000.00	(1,111.34)
3185	PENALTIES	668.21	4,964.88	120,000.00	115,035.12
3201	REIMBURSE-DEVELOPER	10,516.60	44,793.79	11,000.00	(33,793.79)
3225	SALE OF MATERIAL	65.67	6,313.35	15,000.00	8,686.65
3228	SEWER MAINTENANCE FEES	575.39	1,049.18	2,500.00	1,450.82
3229	SEWER TANK FEES	11,025.33	32,042.93	95,000.00	62,957.07
3257	WATER TANK SALES	2,899.04	10,236.42	20,000.00	9,763.58
3260	WATER TAP FEES	5,805.62	5,805.62	5,000.00	(805.62)
3471.01	REIMBURSED EXPENSE-INSURANCE	0.00	16,509.07	0.00	(16,509.07)
3494	TAX-WATER CONSUMPTION	2,838.49	10,447.31	62,000.00	51,552.69
3515	FUEL TAX REFUND	0.00	277.44	0.00	(277.44)
3600	MISCELLANEOUS	0.00	9,265.32	2,000.00	(7,265.32)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	150,000.00
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	100,000.00	100,000.00
	Total Water and Wastewater	480,501.37	1,852,331.85	7,573,500.00	5,721,168.15
	Total Income	2,996,289.96	11,518,131.11	38,642,050.00	27,123,918.89



MEMORANDUM

TO: Governing Body
FROM: Ashley Freburg, Communications Specialist
DATE: May 16, 2013
RE: City of Garden City Communication Update

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
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www.garden-city.org

Issue

The following is intended to provide members of the Governing Body an update on the performance of the City's communication tools: Bi-Monthly Newsletter, Channel 8, City Website, Facebook Page, and Twitter Account.

City Website

As indicated in Attachment 1, analytics show that the City's website www.garden-city.org was visited 9,578 times in April, with visitors viewing an average of 3.16 pages per visit. The site received 30,290 page views throughout the month. Sixty percent of visitors were new visitors. The home page ([index.aspx](#) in analytic data) continues to be the most frequently viewed page on the site, with 8,282 page views in April. The jobs page remains the second most visited page with 1,081 visits in April.

The search engine Google remains the top referring site, directing 3,312 visitors (34.58% of all visitors) to the site for the month. However, a growing number of visitors (including 2,606 in April) are logging directly on to www.garden-city.org. Most are entering the site on either its homepage, jobs page or through civic alerts (messages sent via either text message or email message.)

The City's website currently has 1,780 registered users. Registered users are those who have created a user account to gain access to certain areas of the site. After creating a login username and password, these users are able to sign up for Notify Me civic alerts and report issues or ask questions using Request Tracker.

Since online bill payment was launched in August 2012, 357 users have signed up for the option and 944 payments have been received online.

Social Networking

Facebook

Attachment 2 provides the Governing Body an overview of the users and interactions on the City of Garden City's Facebook page during April.

The City of Garden City Facebook Page has 2,614 "Likes" or "Fans." The page also has the potential to reach 582,948 Friends of Fans. Of the users reached through Facebook posts, 1,111 list Garden City as their home. The majority of users are female (64%). The most common age range of our fans remains those who are 18-44 years old. Photos remain the most popular posts on the City's Facebook Page. In April, posts regarding Lee Richardson Zoo, particularly the



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otter pups, were also popular. Other popular posts included those reminding residents to vote in the April election, reminders of the town hall meeting and Downtown master plan meetings and those pertaining to the spring cleanup.

Twitter

The City's Twitter feed remains a source of information on local government activity for followers. The City currently has 594 Twitter followers. Staff continues to build influence by retweeting and following other organizations that have integrated Twitter into their communications plans. Staff continues to work to increase the frequency of tweets, which regularly regard construction advisories and upcoming meetings and events.

Pinterest

Staff recently established a City account on the social networking site, Pinterest. Pinterest is a "pin board-style photo-sharing website that allows users to create and manage theme-based image collections such as events, interests, and hobbies." Users can browse other virtual pin boards for images (which are often linked to blogs or other website), 're-pin' images they like to their own pin boards, or 'like' photos. Users can follow others' boards if they have similar tastes. Popular categories are travel, cars, food, film, humor, home design, sports, fashion, and art. Pin boards created on the City's account show images from Lee Richardson Zoo, Buffalo Dunes Golf Course, Garden City Regional Airport, and Community Events.

Channel 8

Channel 8 reaches Cox Cable subscribers in Garden City and the surrounding area. Communications staff is working with IT staff on a strategy to increase the reliability of the scheduling technology used to replay commission meetings and PowerPoint presentations on Channel 8. Currently, Commission meetings are scheduled to rebroadcast at 7 p.m. nightly from the Wednesday to Tuesday following each Commission meeting. The video of the meetings is also available online.

City Newsletter

The City's newsletter is distributed bimonthly in utility bills. The most recent issue featured the sales tax question that was on the April ballot and information on the citywide spring cleanup. Staff is working on an issue that will include information on the election results and the Commission's 2013-2014 Goals. It will also include information on the newly re-opened bypass.

Recommendation

There is no recommendation. This report was generated for the Governing Body's review.



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Dashboards

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- Executive Overview
- Conversion Summary
- Marketing Summary
- Content Summary
- Geo Map Overlay

All Reports

- Advertisement Optimization
- Marketing Optimization
- Content Optimization
- IT Reports

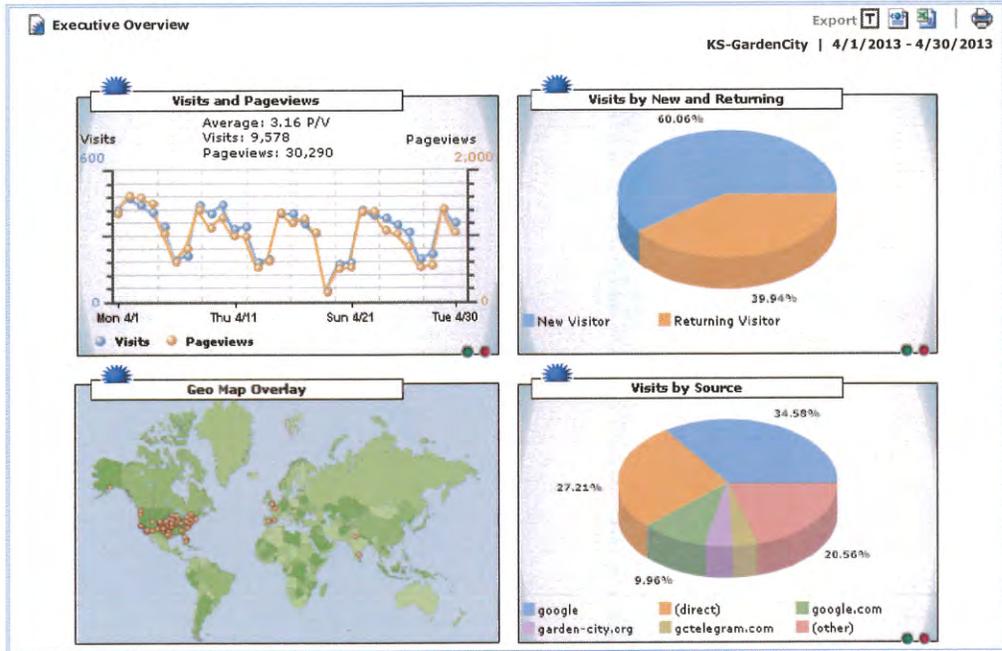
Date Range

View By **Default**

2013

Jan	Feb	Mar	Apr	May	Jun	
Jul	Aug	Sep	Oct	Nov	Dec	
S	M	T	W	T	F	S
→ 31	1	2	3	4	5	6
→ 7	8	9	10	11	12	13
→ 14	15	16	17	18	19	20
→ 21	22	23	24	25	26	27
→ 28	29	30	1	2	3	4

Prev << Custom >> Next



Help Information

Executive Overview

The four graphics in this report provide a quick snapshot of visits to your site. Shown are:

- the total number of visits and pageviews your site received, the average number of pageviews per visit (P/V), and the number of visits and pageviews over time
- the number of first-time visitors and returning visitors
- the cities from which the most visitors come to your site
- your top referral sources. Examples of referral sources include search engines, newsletters, and referring websites. (direct) indicates visitors who entered your website by typing your URL directly into their browser.



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Dashboards

View **Executive**

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All Reports

- Advertisement Optimization
- Marketing Optimization
- Content Optimization
- IT Reports

Date Range

First Date

View By **Default**

◀ 2013 ▶

Jan	Feb	Mar	Apr	May	Jun
Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	T	F
S					
→ 31	1	2	3	4	5
→ 7	8	9	10	11	12
→ 14	15	16	17	18	19
→ 21	22	23	24	25	26
→ 28	29	30	1	2	3
→ 4					

Prev ◀◀ Custom ▶▶ Next

Second Date

View By **Default**

◀ 2013 ▶

Jan	Feb	Mar	Apr	May	Jun
Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	T	F
S					
→ 31	1	2	3	4	5
→ 7	8	9	10	11	12
→ 14	15	16	17	18	19
→ 21	22	23	24	25	26
→ 28	29	30	1	2	3
→ 4					

Prev ◀◀ Custom ▶▶ Next

Marketing Summary Export

KS-GardenCity | 4/1/2013 - 4/30/2013

	Visits	%±	G1/Visit	%±
Top 5 Sources				
1. google	3,312	0%	0.00%	0%
2. (direct)	2,606	0%	0.00%	0%
3. google.com	954	0%	0.00%	0%
4. garden-city.org	374	0%	0.00%	0%
5. gctelegram.com	363	0%	0.00%	0%
Top 5 Keywords				
1. garden city ks	519	0%	0.00%	0%
2. garden city kansas	392	0%	0.00%	0%
3. city of garden city ks	326	0%	0.00%	0%
4. city of garden city	83	0%	0.00%	0%
5. garden city, ks	82	0%	0.00%	0%
Top 5 Campaigns				
1. (organic)	3,649	0%	0.00%	0%
2. (referral)	3,322	0%	0.00%	0%
3. (direct)	2,606	0%	0.00%	0%
4. (not set)	1	0%	0.00%	0%

Help Information

Marketing Summary

Have my marketing efforts become more or less effective? This report shows the increase or decrease in visits and conversion rates associated with your top five sources (such as search engines and referral sites), top five keywords, and top five campaigns. Define your starting (earliest) date range on the lower calendar; define your current or ending date range on the upper calendar.

- The first column (Visits) shows the total number of visits referred by particular source, keyword, or campaign during the current date range (upper calendar). The green or red arrows and % numbers indicate the percentage increase or decrease in number of visits, respectively, from the previous date range (lower calendar).
- Subsequent columns show the conversion rates for each goal for the current date range (upper calendar). The green or red arrows and % numbers indicate the percentage increase or decrease in the conversion rate from the earlier date range.



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Dashboards

View **Executive**

- Executive Overview
- Conversion Summary
- Marketing Summary
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- Geo Map Overlay

All Reports

- Advertisement Optimization
- Marketing Optimization
- Content Optimization
- IT Reports

Date Range

First Date

View By **Default**

◀ 2013 ▶

Jan	Feb	Mar	Apr	May	Jun	
Jul	Aug	Sep	Oct	Nov	Dec	
S	M	T	W	T	F	S
→ 31	1	2	3	4	5	6
→ 7	8	9	10	11	12	13
→ 14	15	16	17	18	19	20
→ 21	22	23	24	25	26	27
→ 28	29	30	1	2	3	4

Prev << Custom >> Next

Second Date

View By **Default**

◀ 2013 ▶

Jan	Feb	Mar	Apr	May	Jun	
Jul	Aug	Sep	Oct	Nov	Dec	
S	M	T	W	T	F	S
→ 31	1	2	3	4	5	6
→ 7	8	9	10	11	12	13
→ 14	15	16	17	18	19	20
→ 21	22	23	24	25	26	27
→ 28	29	30	1	2	3	4

Prev << Custom >> Next

Content Summary Export [T] [PDF] [Excel] [Print]

KS-GardenCity | 4/1/2013 - 4/30/2013

	Entrances	%±	Bounces	%±	Bounce Rate	%±
Top 5 Entrances						
1. /index.aspx	8,005	↔ 0%	3,757	↔ 0%	46.93%	↔ 0%
2. /jobs.aspx	244	↔ 0%	116	↔ 0%	47.54%	↔ 0%
3. /CivicAlerts.aspx	191	↔ 0%	159	↔ 0%	83.25%	↔ 0%
4. /publiclogin.aspx	156	↔ 0%	28	↔ 0%	17.95%	↔ 0%
5. /Jobs.aspx	153	↔ 0%	64	↔ 0%	41.83%	↔ 0%
Top 5 Exits						
1. /index.aspx	6,646	↔ 0%	17,679	↔ 0%	37.59%	↔ 0%
2. /Jobs.aspx	740	↔ 0%	2,321	↔ 0%	31.88%	↔ 0%
3. /CivicAlerts.aspx	338	↔ 0%	645	↔ 0%	52.40%	↔ 0%
4. /jobs.aspx	217	↔ 0%	672	↔ 0%	32.29%	↔ 0%
5. /DocumentCenter/index.aspx	197	↔ 0%	307	↔ 0%	64.17%	↔ 0%
Top 5 Content						
1. /index.aspx	8,282	↔ 0%	17,679	↔ 0%	00:01:03	↔ 0%
2. /Jobs.aspx	1,081	↔ 0%	2,321	↔ 0%	00:00:54	↔ 0%
3. /CivicAlerts.aspx	489	↔ 0%	645	↔ 0%	00:02:12	↔ 0%
4. /jobs.aspx	419	↔ 0%	672	↔ 0%	00:00:35	↔ 0%
5. /directory.aspx	339	↔ 0%	712	↔ 0%	00:00:33	↔ 0%

Help Information

Content Summary

Has my content become more or less effective at retaining visitors? This report shows whether site entrances, bounce rates, exits, and pageviews have increased or decreased from a previous date range to the current date range. Define your starting (earliest) date range on the lower calendar; define your current or ending date range on the upper calendar.

- The first column (Entrances/Exits/Visits) shows the total number of entrances, exits, and visits for your top five entrance pages, exit pages, and visited pages, respectively, during the current date range (upper calendar). The green or red arrows and % numbers indicate the percentage increase or decrease from the previous date range (lower calendar).
- The second column (Bounces/Pageviews/Pageviews) shows the number of immediate exits (bounces) from your top five entrance pages, and the number of times your top exit pages and most visited pages were viewed during the current date range (upper calendar). The green or red

You are posting, commenting, and liking as City of Garden City, KS – Local Government — [Change to Ashley Freburg](#)



City of Garden City, KS – Lo... Timeline

Liked

Overview Likes Reach Talking About This Check-Ins

04/01/2013 - 04/30/2013

Export Data

People Who Like Your Page (Demographics and Location) [See Likes](#)

Gender and Age?

	2.4%	11%	18.2%	1.4%	10.5%	5.7%	2.4%
Female 64.2%	13-17	18-24	25-34	35-44	45-54	55-64	65+
Male 34.8%	1.3%	7.5%	10.5%	7.5%	4.6%	2.2%	1.2%

Countries?

- 2,535** United States of America
- 9** Mexico
- 5** Brazil
- 4** United Kingdom
- 4** Canada
- 3** Germany
- 3** Philippines

Cities?

- 1,111** Garden City, KS
- 104** Wichita, KS
- 48** Holcomb, KS
- 43** Topeka, KS
- 33** Lawrence, KS
- 27** Hays, KS
- 26** Kansas City, MO

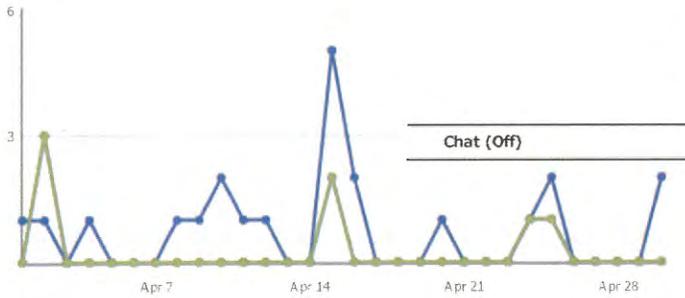
Languages?

- 2,488** English (US)
- 73** English (UK)
- 22** Spanish
- 4** Spanish (Spain)
- 4** Arabic
- 3** German
- 2** Turkish

Show All

Where Your Likes Came From

New Likes? Unlikes?



Like Sources?

- 11** Mobile?
- 7** On Page?
- 1** Page Browser?
- 1** On Hover?

See Your Ad Here

The reconstructed bypass is now open to traffic...



24 3 2

Promote Your Page

Ads Manager

You are posting, commenting, and liking as City of Garden City, KS – Local Government — [Change to Ashley Freburg](#)

 **City of Garden City, KS – Lo...** [Timeline](#)

Liked

[Overview](#) [Likes](#) [Reach](#) [Talking About This](#) [Check-Ins](#)

04/01/2013 - 04/30/2013

[Export Data](#)

Who You Reached (Demographics and Location)

Gender and Age?

	Female	13-17	18-24	25-34	35-44	45-54	55-64	65+
Female	67.5%	1.1%	8.5%	24.9%	14%	10.5%	6.1%	2.4%
Male	31.9%	0.6%	5.7%	12%	7%	3.6%	2%	0.9%

Countries?

- 1,779 United States of America
- 4 United Kingdom
- 2 South Korea
- 2 Mexico
- 2 Brazil
- 1 Malaysia
- 1 Romania

Cities?

- 783 Garden City, KS
- 75 Wichita, KS
- 44 Kansas City, MO
- 37 Holcomb, KS
- 32 Topeka, KS
- 30 Overland Park, KS
- 29 Lawrence, KS

Languages?

- 1,739 English (US)
- 49 English (UK)
- 7 Spanish
- 2 Portuguese (Brazil)
- 2 Spanish (Spain)
- 1 English (Pirate)
- 1 Swedish

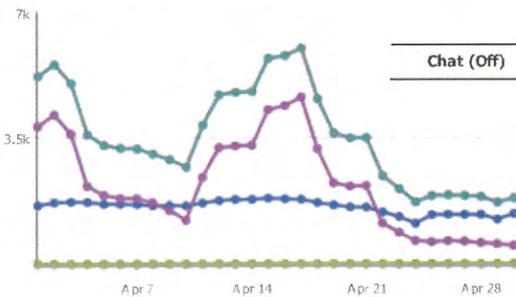
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How You Reached People (Reach and Frequency)

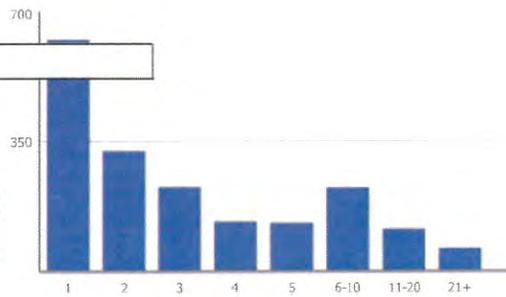
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Reach?

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04/01/2013 - 04/30/2013

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Who Is Talking About Your Page (Demographics and Location)

Gender and Age?

Female	65.5%	3.4%	13.8%	17.2%	17.2%	10.3%	3.4%
		13-17	18-24	25-34	35-44	45-54	55-64
Male	34.5%	3.4%			13.8%	10.3%	6.9%
							65+

Countries?

29 United States of America

Cities?

- 22 Garden City, KS
- 1 Cleburne, TX
- 1 Saint Petersburg, FL
- 1 Hastings, NE
- 1 Hillsboro, OR
- 1 Colorado Springs, CO
- 1 Wichita, KS

Languages?

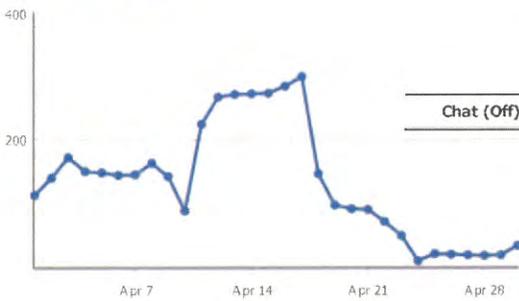
- 28 English (US)
- 1 English (UK)

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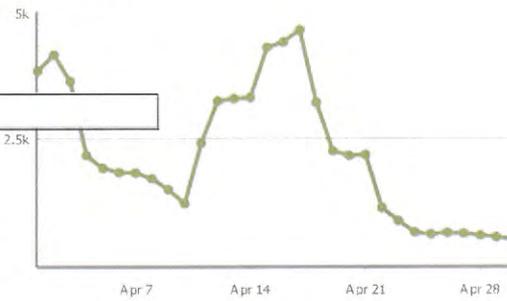
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All Stories

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Viral Reach?



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The reconstructed bypass is now open to traffic. However, the northbound exit to KS/156/Ma...



24 3 2

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FINNEY COUNTY

2013 MONTHLY BUILDING REPORT

2013 Monthly Report		Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits <i>(two or more attached dwellings)</i>	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits <i>(Utility, Religious, Public or Non-Profit Projects)</i>	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
JAN	Fee	-	916.20	-	651.30	235.00	212.00	-	-	2,014.50	26
	Permits	-	3	-	5	3	1	-	-	12	
	Valuation	-	149,717	-	93,125	31,600	40,000	-	-	314,442	
FEB	Fee	3827.05	-	-	965.10	641.00	-	638	-	6071	36
	Permits	4	-	-	8	2	-	3	-	17	
	Valuation	916,152	-	-	95,780	100,000	-	127,650	-	1,239,582	
MAR	Fee	2164.50	-	-	913.10	-	-	-	-	3077.60	43
	Permits	3	-	-	11	-	-	-	-	14	
	Valuation	482,900	-	-	75,375	-	-	-	-	558,275	
APR	Fee	924.80	-	-	479.80	462.00	2,824.00	192.00	701.00	5,583.60	51
	Permits	3	-	-	13	1	1	4	2	24	
	Valuation	149,550	-	-	20,328	75,000	800,000	18,933	130,000	1,193,811	
MAY	Fee										
	Permits										
	Valuation										
JUN	Fee										
	Permits										
	Valuation										
JUL	Fee										
	Permits										
	Valuation										
AUG	Fee										
	Permits										
	Valuation										
SEP	Fee										
	Permits										
	Valuation										
OCT	Fee										
	Permits										
	Valuation										
NOV	Fee										
	Permits										
	Valuation										
DEC	Fee										
	Permits										
	Valuation										
2013 TOTAL PERMITS		10	3	0	37	6	2	7	2	16,746.70	156
										67	
										3,306,110	

GARDEN CITY

2013 MONTHLY BUILDING REPORT

2013 Monthly Report		Single Family Residential Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Miscellaneous Permits (Utility, Religious, Public or Non-Profit Projects)	TOTAL Fee, Permits & Valuation	TOTAL Number of Inspections
JAN	Fee	477.00	-	-	1409.70	2,906.00	-	8561.00	151.30	13,505.00	114
	Permits	1	-	-	38	11	-	3	6	59	
	Valuation	90,876	-	-	97,708	364,585	-	3,925,000	19,222	4,497,391	
FEB	Fee	845.90	-	-	1451.80	517.00	-	2245.50	-	5060.20	97
	Permits	2	-	-	44	1	-	16	-	63	
	Valuation	202,820	-	-	110,194	100,000	-	40,450	-	453,464	
MAR	Fee	786.50	-	-	2776.00	22,537.07	100.00	721.00	30.00	26,950.57	90
	Permits	1	-	-	75	1	1	18	1	97	
	Valuation	185,000	-	-	269,054	2,350,000	10,000	118,550	-	2,932,604	
APR	Fee	987.40	-	-	3,739.20	10,663.00	-	1,688.60	150.00	17,228.20	91
	Permits	3	-	-	95	1	-	19	3	121	
	Valuation	609,000	-	-	390,875	6,000,000	-	143,955	0.00	7,143,830	
MAY	Fee										
	Permits										
	Valuation										
JUN	Fee										
	Permits										
	Valuation										
JUL	Fee										
	Permits										
	Valuation										
AUG	Fee										
	Permits										
	Valuation										
SEP	Fee										
	Permits										
	Valuation										
OCT	Fee										
	Permits										
	Valuation										
NOV	Fee										
	Permits										
	Valuation										
DEC	Fee										
	Permits										
	Valuation										
2013 TOTAL PERMITS		7	0	0	252	14	1	56	1045	62,743.97	392
									340		
									15,027,289		

councildistrict	permittype	address	amount	value	purpose	structure	projectdescription
	PLUMBING	501 Stoeckley	27.00	2,500	Plumbing	Residential Remodel	underground sprinkler system
Finney County	BUILDING PERMIT	6107 WATER HOLE	211.00	14,300	Building	SF Residential Includes Modular	MOVE IN MOBILE HOME
Finney County	ELECTRICAL	3795 West JONES Avenue	27.00	3,000	Electrical	Commercial/Industrial Remodel	REPLACE OLD DISCONNECT AND PANELS WITH NEW 3 PHASE LOAD CENTER
Finney County	BUILDING PERMIT	6042 WATER HOLE	49.00	700	Building	Residential Remodel	10X20 COVERED PORCH-NOT ATTACHED
Finney County	ELECTRICAL	2475 CACTUS	38.00	600	Electrical	Commercial/Industrial Remodel	UNDERGROUND ELEC. SERVICE TO SHOP/GARAGE. 100 AMP
Finney County	BUILDING PERMIT	195 East Craft Road	2,824.00	800,000	Building	New Industrial	175'X90' WAREHOUSE BUILDING
Finney County	PLUMBING	2010 East JAMESON	27.00	425	Plumbing	Residential Remodel	NEW WATER LINE FROM METER TO HOUSE
Finney County	PLUMBING	2070 East JAMESON	27.00	625	Plumbing	Residential Remodel	NEW WATER LINE FROM METER TO HOUSE
Finney County	BUILDING PERMIT	1315 NORTH SHORE	74.00	5,200	Building	Residential Remodel	12X16 PATIO COVER/SUNROOM. NO ELECTRICITY OR PLUMBING INVOLVED.
Finney County	BUILDING PERMIT	2611 West JONES	100.00	15,000	Building	Commercial/Industrial Remodel	CONSTRUCT A 10'X10' PLYWOOD SHED FOR STORAGE
Finney County	GAS	275 BUS	38.00	92	Gas Permit	Residential Remodel	NEW CUSTOMER LINE
Finney County	BUILDING PERMIT	4030 West JONES	10.00	2,000	Building	Residential Remodel	5' ROD IRON FENCE
Finney County	GAS	13085 North SCOTT Road	38.00	400	Gas Permit	Residential Remodel	GAS PRESSURE TEST ON PROPANE LINE
Finney County	BUILDING PERMIT	3220 GOLDEN CREST	63.00	4,300	Building	Residential Remodel	12'x16' STORAGE SHED
Finney County	BUILDING PERMIT	2255 West 7 MILE Road	671.00	130,000	Building	Misc	CHURCH AND SCHOOL
Finney County	BUILDING PERMIT	4435 East PLYMELL	462.00	75,000	Building	New Commercial	NEW METAL SHOP
Finney County	DEMO PERMIT	6107 WATER HOLE	30.00	0	Demo	Misc	REMOVE MOBILE HOME
Finney County	PLUMBING	2150 East JAMESON	27.00	650	Plumbing	Residential Remodel	NEW WATER LINE FROM METER TO HOUSE
Finney County	BUILDING PERMIT	615 North AIRLINKS Road	38.00	836	Building	Residential Remodel	10x10 SHED
Finney County	MECHANICAL	900 West TAYLOR JONES	46.80	3,300	Mechanical	Residential Remodel	C/O FURNACE AND A/C
Finney County	BUILDING PERMIT	2175 MILFORD	21.00	1,500	Building	Residential Remodel	6' CEDAR FENCE
Finney County	BUILDING PERMIT	1225 ROLLING HILLS	21.00	300	Building	Residential Remodel	6' CHAIN FENCE
Finney County	GAS	4575 East HWY 50	27.00	333	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE CHECK-SHORT LINE TO SEPERATE 2 SHOP BDGS
Finney County	BUILDING PERMIT	1503 LINCOLN	100.00	20,000	Building	SF Residential Includes Modular	MOVE 2012 14X70 MOBILE HOME
Finney County	BUILDING PERMIT	3120 MASON Court	613.80	115,250	Building	SF Residential Includes Modular	NEW HOME
Garden City	MECHANICAL	2601 West MARY #301	27.00	300	Mechanical	Residential Remodel	REPLACE 40 GALLON ELECTRIC WATER HEATER
Garden City	CURB CUT	1609 West CAMPBELL	5.00	0	Curb Cut	Residential Remodel	POUR CONCRETE
Garden City	GAS	209 South THIRD #D	27.00	500	Gas Permit	Residential Remodel	RUN NEW GAS LINE TO WATER HEATER
Garden City	BUILDING PERMIT	910 East EDWARDS	100.00	6,528	Building	Residential Remodel	12'x16' GARDEN SHED-NOT A METAL BUILDING

Garden City	CURB CUT	512 North SEVENTH	5.00	8,500	Curb Cut	Commercial/Industrial Remodel	ADD PAVING AND CURB TO EAST SIDE OF ATM DRIVE
Garden City	BUILDING PERMIT	1606 East SPRUCE	27.00	1,342	Building	Residential Remodel	3/5 YDS OF CONCRETE, SHADE AWNING IN BACKYARD
Garden City	BUILDING PERMIT	3316 PRIMROSE	27.00	2,000	Building	Residential Remodel	120 SQ FT STORAGE SHED
Garden City	BUILDING PERMIT	3617 CHEYENNE Court	27.00	3,000	Building	Residential Remodel	10X20 PORCH. ONE IN FRONT AND ONE IN BACK. BOTH SAME SIZE.
Garden City	GAS	209 South THIRD	27.00	500	Gas Permit	Residential Remodel	RUN NEW GAS LINE TO WATER HEATER
Garden City	PLUMBING	2404 DEE	27.00	0	Plumbing	Residential Remodel	C/O WATER HEATER
Garden City	SIGN PERMIT	406 East KANSAS	75.00	0	Wall Sign	Commercial/Industrial Remodel	CAO THANH WALL SIGN
Garden City	ELECTRICAL	201 North MAIN	27.00	1,000	Electrical	Commercial/Industrial Remodel	REPLACE PHASE BLOCK
Garden City	BUILDING PERMIT	406 MAIN	27.00	3,000	Building	Residential Remodel	REPLACE ROOF
Garden City	BUILDING PERMIT	202 East FAIR	10.00	2,500	Building	Residential Remodel	6' WOOD FENCE
Garden City	ELECTRICAL	101 East FULTON	730.00	20,000	Electrical	Commercial/Industrial Remodel	UPGRADE FROM 600 AMP TO 800 AMP
Garden City	PLUMBING	506 ALYSSA	27.00	3,000	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	MECHANICAL	111 WALNUT	90.00	16,000	Mechanical	Residential Remodel	C/O A/C
Garden City	BUILDING PERMIT	1609 West CAMPBELL	27.00	1,500	Building	Residential Remodel	RE-ROOF
Garden City	GAS	904 East THOMPSON	27.00	500	Gas Permit	Residential Remodel	NEW GAS LINE FROM METER TO HOUSE
Garden City	MECHANICAL	2806 East SPRUCE	100.00	7,229	Mechanical	Residential Remodel	C/O A/C
Garden City	GAS	208 East FAIR	27.00	150	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	950 JENNIE BARKER #158	27.00	2,000	Building	Residential Remodel	11'X12' COVERED DECK
Garden City	MECHANICAL	1612 North NINTH	24.30	2,200	Mechanical	Residential Remodel	C/O A/C
Garden City	BUILDING PERMIT	910 North FIFTH	27.00	1,500	Building	Residential Remodel	REPLACE SOFIT FASCIA
Garden City	UTILITY	510 ALYSSA Court	65.32	0	Electrical	Misc	DEPOSIT, CONNECT
Garden City	PLUMBING	2501 B	27.00	1,200	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	1624 CONKLING	10.00	0	Building	Residential Remodel	3' FENCE
Garden City	BUILDING PERMIT	101 East FULTON	52.00	6,000	Building	Commercial/Industrial Remodel	R/R CONCRETE AT ALLEY FOR NEW CONDUIT
Garden City	BUILDING PERMIT	160 SHAMROCK	10.00	450	Building	Residential Remodel	4' CHAIN FENCE
Garden City	PLUMBING	224 NELSON	27.00	500	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	510 ALYSSA Court	0.00	169,500	Building	SF Residential Includes Modular	NEW SF HOME
Garden City	BUILDING PERMIT	504 East MAPLE	0.00	1,805	Building	Commercial/Industrial Remodel	CARPORT PLACED OVER SPRAY POOL
Garden City	MECHANICAL	3622 WESTPORT	46.80	3,440	Mechanical	Residential Remodel	C/O A/C
Garden City	MECHANICAL	2225 CENTER	46.80	4,418	Mechanical	Residential Remodel	C/O A/C
Garden City	PLUMBING	1817 CHEROKEE	27.00	2,017	Plumbing	Residential Remodel	SPRINKLER INSTALLATION
Garden City	BUILDING PERMIT	1706 North NINTH	27.00	1,000	Building	Residential Remodel	REPLACE SIDING
Garden City	UTILITY	510 ALYSSA Court	40.00	0	Plumbing	Misc	DEPOSIT, CONNECT
Garden City	BUILDING PERMIT	1510 West CHESTNUT	0.00	1,000	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1608 North NINTH	190.00	30,000	Building	Residential Remodel	UNATTACHED GARAGE
Garden City	CURB CUT	622 GARDEN CITY	0.00	0	Curb Cut	Residential Remodel	ADD ON TO EXISTING SIDEWALK-FEE WAIVED FOR SIDEWALK PROGRAM
Garden City	BUILDING PERMIT	1609 East BLUFF Street	27.00	516	Building	Residential Remodel	96 SQ FT GARDEN SHED

Garden City	CURB CUT	1116 SAFFORD	10.00	0	Curb Cut	Residential Remodel	NEW DRIVEWAY
Garden City	GAS	2015 North DENNISON	27.00	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	911 DAVIS	46.80	3,800	Mechanical	Residential Remodel	C/O A/C
Garden City	MECHANICAL	1706 Third	90.00	7,145	Mechanical	Residential Remodel	C/O A/C
Garden City	BUILDING PERMIT	206 South TENTH	20.00	0	Building	Residential Remodel	3' WOOD FENCE
Garden City	CURB CUT	814 West EMERSON	0.00	0	Curb Cut	Residential Remodel	SIDEWALK AND CURB CUT-FEE WAIVED FOR SIDEWALK PROGRAM
Garden City	BUILDING PERMIT	2131 BUFFALO HEIGHTS Drive	572.00	120,000	Building	Residential Remodel	ADDITION REMODEL
Garden City	SIGN PERMIT	220 North MAIN Street	75.00	0	Wall Sign	Commercial/Industrial Remodel	THE GOOD SPORT STRETCHED BANNER
Garden City	BUILDING PERMIT	312 West MARY Street #E-2	62.00	5,000	Building	Residential Remodel	REPAIR FRONT WALL
Garden City	BUILDING PERMIT	2901 West MARY Street	190.00	49,850	Building	Commercial/Industrial Remodel	INTERIOR REMODEL
Garden City	UTILITY	541 JENNA Lane	65.32	0	Plumbing	SF Residential Includes Modular	DEPOSIT, CONNECT
Garden City	SIGN PERMIT	1316 North TAYLOR	75.00	0	Pole Sign	Commercial/Industrial Remodel	PERMANENT BANNER FOR VALUE MOTORS- MAXIMUM HEIGHT OF 10 FEET
Garden City	BUILDING PERMIT	306 East HAMLINE	27.00	250	Building	Residential Remodel	REPLACE BASEMENT WINDOW IN BEDROOM
Garden City	PLUMBING	1706 Third	27.00	100	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	UTILITY	541 JENNA Lane	40.00	0	Electrical	Residential Remodel	DEPOSIT, CONNECT FEE
Garden City	PLUMBING	604 SPRUCE	27.00	2,700	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	CURB CUT	2720 BUFFALO WAY	5.00	0	Curb Cut	Commercial/Industrial Remodel	NEW SIDEWALK FOR HIGH SCHOOL
Garden City	PLUMBING	809 North FIFTH Street #5	27.00	300	Plumbing	Residential Remodel	C/O WATER HEATER
Garden City	BUILDING PERMIT	1811 KELLO	100.00	12,000	Building	Residential Remodel	REMODEL
Garden City	PLUMBING	1812 PAWNEE	27.00	1,500	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	PLUMBING	312 West FAIR	27.00	700	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	2302 North SEVENTH	27.00	1,000	Building	Residential Remodel	10X10 SHED
Garden City	BUILDING PERMIT	2614 North TAYLOR	100.00	7,500	Building	Residential Remodel	INSTALL METAL ROOF
Garden City	PLUMBING	301 West MAPLE	27.00	970	Plumbing	Residential Remodel	C/O WATER HEATER
Garden City	SIGN PERMIT	312 East FINNUP DR	0.00	0	Temporary Sign	Misc	3'12" vinyl fence sign
Garden City	PLUMBING	909 North TAYLOR	27.00	600	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	GAS	209 South THIRD #A	27.00	500	Gas Permit	Residential Remodel	RUN NEW GAS LINE TO WATER HEATER
Garden City	BUILDING PERMIT	1706 Third	27.00	3,000	Building	Residential Remodel	6'&3' WOOD FENCE. SIDEWALKS
Garden City	CURB CUT	2501 B	20.00	0	Curb Cut	Residential Remodel	DRIVEWAY, SIDEWALK
Garden City	CURB CUT	2210 ARAPAHO	5.00	0	Curb Cut	Residential Remodel	POUR CONCRETE ON WE SIDE OF BDG
Garden City	MECHANICAL	1711 PARKWOOD	27.00	741	Mechanical	Residential Remodel	C/O WATER HEATER
Garden City	MECHANICAL	1807 PATS	24.30	1,700	Mechanical	Residential Remodel	C/O A/C
Garden City	GAS	209 South THIRD #B	27.00	500	Gas Permit	Residential Remodel	RUN NEW GAS LINE TO WATER HEATER
Garden City	BUILDING PERMIT	2910 LORAIN Place	10.00	7,000	Building	Residential Remodel	6' CEDAR FENCE
Garden City	MECHANICAL	2002 DOWNING	24.30	2,808	Mechanical	Residential Remodel	C/O FURNACE
Garden City	BUILDING PERMIT	2880 SCHULMAN Avenue	27.00	3,000	Building	Commercial/Industrial Remodel	REMODEL OLD KITCHEN
Garden City	BUILDING PERMIT	1620 kansas #b	100.00	13,000	Building	Commercial/Industrial Remodel	remodel
Garden City	BUILDING PERMIT	2108 A Street	52.00	3,500	Building	Residential Remodel	R/R SHINGLES
Garden City	MECHANICAL	206 North SEVENTH	27.00	800	Mechanical	Residential Remodel	C/O WATER HEATER

Garden City	UTILITY	3104 YELLOWSTAR	40.00	0	Plumbing	SF Residential Includes Modular	DEPOSIT, CONNECT FOR NEW SF HOME
Garden City	BUILDING PERMIT	802 West FAIR	27.00	1,363	Building	Residential Remodel	WINDOW REPLACEMENT
Garden City	PLUMBING	312 South SEVENTH	27.00	1,200	Plumbing	Residential Remodel	REPLACE WATER LINE FROM METER TO HOUSE
Garden City	CURB CUT	1604 CAMPUS	5.00	0	Curb Cut	Residential Remodel	5' SIDEWALK
Garden City	MECHANICAL	2717 SEVENTH Street	90.00	10,695	Mechanical	Residential Remodel	C/O A/C
Garden City	CURB CUT	2116 North EIGHTH	5.00	0	Curb Cut	Residential Remodel	CONCRETE BESIDE DRIVEWAY-MAY NOT MODIFY CURB AND GUTTER. APPROACH MAY NOT BE INCREASED. MAY INSTALL CONCRETE PAD IN AREA AS REQUESTED.
Garden City	BUILDING PERMIT	1135 COLLEGE Drive I-4	100.00	10,000	Building	Commercial/Industrial Remodel	INTERIOR REMODEL
Garden City	BUILDING PERMIT	3510 KANSAS	10,663.00	6,000,000	Building	New Commercial	MARRIOTT TOWN PLACE SUITES-NO ROUGH IN INSPECTIONS UNTIL AFTER THE PLAT HAS BEEN APPROVED AND RECORDED
Garden City	MECHANICAL	2808 SQUIRE	46.80	5,373	Mechanical	Residential Remodel	C/O A/C
Garden City	BUILDING PERMIT	1621 BANCROFT	10.00	1,400	Building	Residential Remodel	6' WOOD FENCE
Garden City	MECHANICAL	501 South NINTH	24.30	3,000	Mechanical	Commercial/Industrial Remodel	C/O FURNACE
Garden City	GAS	3555 North JENNIE BARKER	27.00	240	Gas Permit	Residential Remodel	BURIAL INSPECTION ON CUSTOMER LINE
Garden City	PLUMBING	1103 FULTON	27.00	2,500	Plumbing	Commercial/Industrial Remodel	INSTALL GREASE TRAP HOOK UP TO SANITARY SEWER, INSTALL 3 COMPARTMENT SINK IN SIDE BUILDING
Garden City	PLUMBING	2608 North SEVENTH	27.00	0	Plumbing	Residential Remodel	SEWER LINE TO MAIN
Garden City	UTILITY	3510 KANSAS	4,050.00	0	Plumbing	Commercial/Industrial Remodel	DEPOSIT, CONNECT FOR MARRIOTT
Garden City	CURB CUT	1621 BANCROFT	5.00	0	Curb Cut	Residential Remodel	POUR CONCRETE BETWEEN SIDEWALK AND CURB
Garden City	MECHANICAL	809 North SIXTH	24.30	3,000	Mechanical	Commercial/Industrial Remodel	C/O FURNACE
Garden City	BUILDING PERMIT	1801 NEIL	27.00	3,000	Building	Residential Remodel	10'X30' PORCH
Garden City	BUILDING PERMIT	904 North THIRD	10.00	400	Building	Residential Remodel	6' CEDAR FENCE
Garden City	MECHANICAL	818 SUMMIT	52.00	3,600	Mechanical	Residential Remodel	REPLACE FURNACE AND A/C
Garden City	BUILDING PERMIT	2204 ARAPAHO	52.00	4,500	Building	Residential Remodel	KITCHEN EXTENSION
Garden City	CURB CUT	2515 North THIRD	5.00	0	Curb Cut	Residential Remodel	DRIVEWAY
Garden City	UTILITY	3510 KANSAS	9,916.27	0	Electrical	Commercial/Industrial Remodel	DEPOSIT, CONNECT, TAX FOR NEW MARRIOTT
Garden City	BUILDING PERMIT	1305 East FAIR	27.00	1,200	Building	Residential Remodel	FENCE AND PORCH REPAIR
Garden City	BUILDING PERMIT	601 East HAMLIN	100.00	6,400	Building	Residential Remodel	TEAR OFF AND REROOF
Garden City	MECHANICAL	1706 PRAIRIE PARK	46.80	4,000	Mechanical	Residential Remodel	C/O A/C
Garden City	SIGN PERMIT	1205 A Street	75.00	0	Ground Sign	Misc	4'8 GROUND SIGN
Garden City	ELECTRICAL	818 SUMMIT	27.00	800	Electrical	Residential Remodel	REPLACE BREAKER BOX
Garden City	PLUMBING	624 West OLIVE	27.00	2,651	Plumbing	Residential Remodel	REPLACE SEWER LINE

Garden City	SIGN PERMIT	602 FULTON	0.00	0	Wall Sign	Commercial/Industrial Remodel	REFACING
Garden City	ELECTRICAL	605 EVANS	27.00	700	Electrical	Residential Remodel	REWORK 100 AMP SERVICE
Garden City	SIGN PERMIT	1412 North MAIN Street	75.00	0	Monument Sign	Misc	4'X8 MONUMENT SIGN
Garden City	MECHANICAL	1612 ANDERSON	24.30	1,700	Mechanical	Residential Remodel	C/O FURNACE
Garden City	BUILDING PERMIT	308 North FIRST	10.00	2,000	Building	Residential Remodel	6' ROD IRON FENCE
Garden City	BUILDING PERMIT	715 SUSAN	10.00	2,000	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	2112 CHEROKEE Road	10.00	2,000	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1205 LONG	52.00	5,900	Building	Residential Remodel	REROOF
Garden City	PLUMBING	2880 SCHULMAN Avenue	52.00	3,200	Plumbing	Commercial/Industrial Remodel	INSTALL TANKLESS WATER HEATER PROVIDED LAUNDRY GAS FIRED DRYER
Garden City	BUILDING PERMIT	3104 YELLOWSTAR	987.40	270,000	Building	SF Residential Includes Modular	NEW HOME
Garden City	EXCAVATION	624 West OLIVE	5.00	0	Excavation	Residential Remodel	REPLACE SEWER LINE
Garden City	GAS	305 North THIRD Street	54.00	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	BUILDING PERMIT	541 JENNA Lane	0.00	169,500	Building	SF Residential Includes Modular	NEW HOME
Garden City	UTILITY	3104 YELLOWSTAR	65.32	0	Electrical	SF Residential Includes Modular	DEPOSIT, CONNECT, TAX FOR NEW SF HOME
Garden City	ELECTRICAL	2110 Buffalo Heights	27.00	1,000	Electrical	Residential Remodel	C/O PANEL
Garden City	PLUMBING	1101 LABRADOR	52.00	3,600	Plumbing	Residential Remodel	SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	1105 North ELEVENTH	10.00	150	Building	Residential Remodel	4' WIRE FENCE
Garden City	PLUMBING	818 SUMMIT	27.00	2,000	Plumbing	Residential Remodel	GAS PRESSURE TEST, INSTALL TANKLESS WATER HEATER
Garden City	BUILDING PERMIT	117 North MAIN Street	100.00	19,100	Building	Commercial/Industrial Remodel	REROOF
Garden City	BUILDING PERMIT	111 WALNUT	100.00	40,000	Building	Residential Remodel	REMODEL ELEC & PLUMB. NO NEW WALLS, EXISTING WINDOWS. ADD SMOKE ALARM AND CO DETECTOR.
Holcomb	GAS	109 JENNY	38.00	600	Gas Permit	Residential Remodel	RUN GAS LINE FROM METER TO GARAGE
Holcomb	BUILDING PERMIT	202 REDFORD	21.00	300	Building	Residential Remodel	6' WOOD FENCE
Holcomb	MECHANICAL	301 East JONES	35.30	2,771	Mechanical	Commercial/Industrial Remodel	C/O A/C
Holcomb	BUILDING PERMIT	107 North WEST Street	38.00	3,700	Building	Residential Remodel	12X16 PRE-FAB STORAGE BARN
Holcomb	BUILDING PERMIT	702 ARKANSAS	21.00	1,500	Building	Residential Remodel	6' IRON FENCE
Holcomb	BUILDING PERMIT	103 PRAIRIE	38.00	400	Building	Residential Remodel	BACK PORCH AWNING
Holcomb	BUILDING PERMIT	106 SYDNEE	785.40	148,000	Building	SF Residential Includes Modular	NEW HOME

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
April of 2013**

INCIDENTS REPORTED

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	0
Rape	1	0	1
Robbery	1	2	6
Aggravated Assault	7	5	15
Burglary	7	12	31
Theft	42	49	171
Auto Theft	0	3	5
Arson	1	0	4
TOTAL	59	71	233
All Other Crimes	123	156	524
GRAND TOTAL	182	227	757

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	232	280	816
Juveniles Detained	43	38	162
TOTAL CUSTODY	275	318	978
Alcohol Related	15	21	62
Drug Related	15	45	109
Curfew Violations	9	3	21

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	31	36	124
Total Active Cases	129	156	597
Adult Affidavits Filed	11	6	90
Juvenile Affidavits Filed	1	4	11
Follow-Up Contacts	724	684	3063
Special Assignments	47	50	177
Search Warrants	11	12	40
Supplemental Reports	273	185	1000
Other Reports	226	173	918
Cases Referred For Prosecution	7	10	36

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	0	7	17
Non-Injury Accidents	54	52	209
TOTAL ACCIDENTS	54	59	226
Private Property Accidents	3	4	16

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 April of 2013**

OFFICERS ASSAULTED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	3	0	3
Hands, Fist, Feet, Etc.	0	3	4
Police Service Dog	0	0	0
TOTAL ASSAULTS	3	3	7

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	191	247	805
Supplemental Reports	82	135	390
Other Reports	95	143	431
Community Oriented Policing	231	216	924
Speeding Citations	40	50	218
Other Traffic Citations	333	538	1797
Parking Citations	17	8	66
Warning Notices	481	499	1773
Penal Summons	73	64	258
Felony Cases Cleared	16	33	80
Misdemeanor Cases Cleared	117	159	489
DUI Cases Cleared	2	6	20
Insecure Premises	9	15	39
Field Interviews	3	8	40
Citizen & Business Assists	104	124	441
Alarms	79	68	284
Adult Affidavits Filed	32	37	112
Juvenile Affidavits Filed	20	22	108

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2661	2863	10420
Traffic Activities	823	981	3373
TOTAL ACTIVITIES	3484	3844	13793
911 Calls	1382	1452	5354
Finney County Sheriff's Office Activities	387	437	1571

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
April of 2013**

RESPONSE TIME SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>
Average Emergency	3.56
Average Non-Emergency	11.19
Average Traffic Accident	14.56

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	157	174	562
Animals Disposed	46	79	240
Citations Issued	2	5	10
Animal Bites	3	2	16
Adoptions	20	28	110

TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	34.00	18.00	150.50
Patrol/CRD Division	410.00	879.50	2087.75
Support Services Division	104.00	14.25	155.25
Investigation Division	60.00	117.50	333.00
Instructor Hours	67.50	45.00	147.75
SUB-TOTAL TRAINING HRS	675.50	1074.25	2874.25
Academy Training Hours	0.00	0.00	112.00
TOTAL TRAINING HOURS	675.50	1074.25	2986.25

ADMINISTRATIVE INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	0	0	2
Unfounded	0	1	1
Unsubstantiated	0	0	0
Sustained	0	0	0
Exonerated	0	1	2
Violation Not Based On Complaint	0	0	0
Investigation In Progress	0	0	3
Administrative Closure	0	0	0
Commendations	3	1	12

Bias-Based Policing Statistics

April 2013

	March #	March %	April #	April %
SUBJECTS CONTACTED:	620	N/A	442	N/A
AGE:				
15 yoa - 19 yoa	113	18%	87	20%
20 yoa - 29 yoa	210	34%	153	35%
30 yoa - 49 yoa	197	32%	136	31%
50+	100	16%	66	15%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>
RACE:				
White	584	94%	397	90%
Black	26	4%	28	6%
Native American	1	0%	0	0%
Asian	8	1%	10	2%
Other	1	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided	0	0%	7	2%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>
GENDER:				
Male	407	66%	279	63%
Female	213	34%	163	37%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>
ETHNICITY:				
Hispanic/Latino	366	59%	254	57%
Non-Hispanic	245	40%	182	41%
Not Provided	9	1%	6	1%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>
RESPONSE AREA:				
1	127	20%	68	15%
2	184	30%	142	32%
3	104	17%	80	18%
4	137	22%	98	22%
5	68	11%	53	12%
Not Provided	0	0%	1	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	76	12%	59	13%
Officer Initiated	544	88%	383	87%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>
INFORMATION OBTAINED BY:				
Officer's Perception	500	81%	329	74%
Investigation	120	19%	113	26%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>

Bias-Based Policing Statistics

April 2013

	March #	March %	April #	April %
RELIGIOUS DRESS:				
Yes	2	0%	2	0%
No	617	100%	440	100%
Not Provided	1	0%	0	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>

PRIMARY REASON FOR STOP:				
Moving Violation	337	54%	238	54%
Equipment Violation	202	33%	126	29%
Criminal Offense/Probable Cause	30	5%	27	6%
Other Violation	38	6%	33	7%
To Render Service	4	1%	5	1%
Suspicious Circumstances	7	1%	3	1%
Pre-existing Knowledge	0	0%	1	0%
Special Detail	2	0%	9	2%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>

ACTION TAKEN:				
Citation	329	53%	224	51%
Search	0	0%	0	0%
Warning	205	33%	160	36%
Arrest	85	14%	57	13%
Warrant Arrest	0	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	1	0%	0	0%
Not Provided	0	0%	1	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>

SEARCH RATIONALE:				
Not Applicable	580	94%	406	92%
Vehicle Indicators	0	0%	3	1%
Verbal Indicators	4	1%	6	1%
Physical/Visual Indicators	21	3%	5	1%
Document Indicators	0	0%	1	0%
Incident to Arrest	13	2%	16	4%
Other	2	0%	4	1%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	1	0%
<i>TOTAL</i>	<i>620</i>	<i>100%</i>	<i>442</i>	<i>100%</i>

TYPE OF SEARCH:				
No Search Conducted	566	91%	403	91%
Consent Search Conducted	8	1%	10	2%
Inventory	0	0%	0	0%
Stop and Frisk	1	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	0	0%
Search Incident to Arrest	40	6%	28	6%
Plain View	1	0%	0	0%
Probable Cause	4	1%	0	0%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	1	0%

Bias-Based Policing Statistics

April 2013

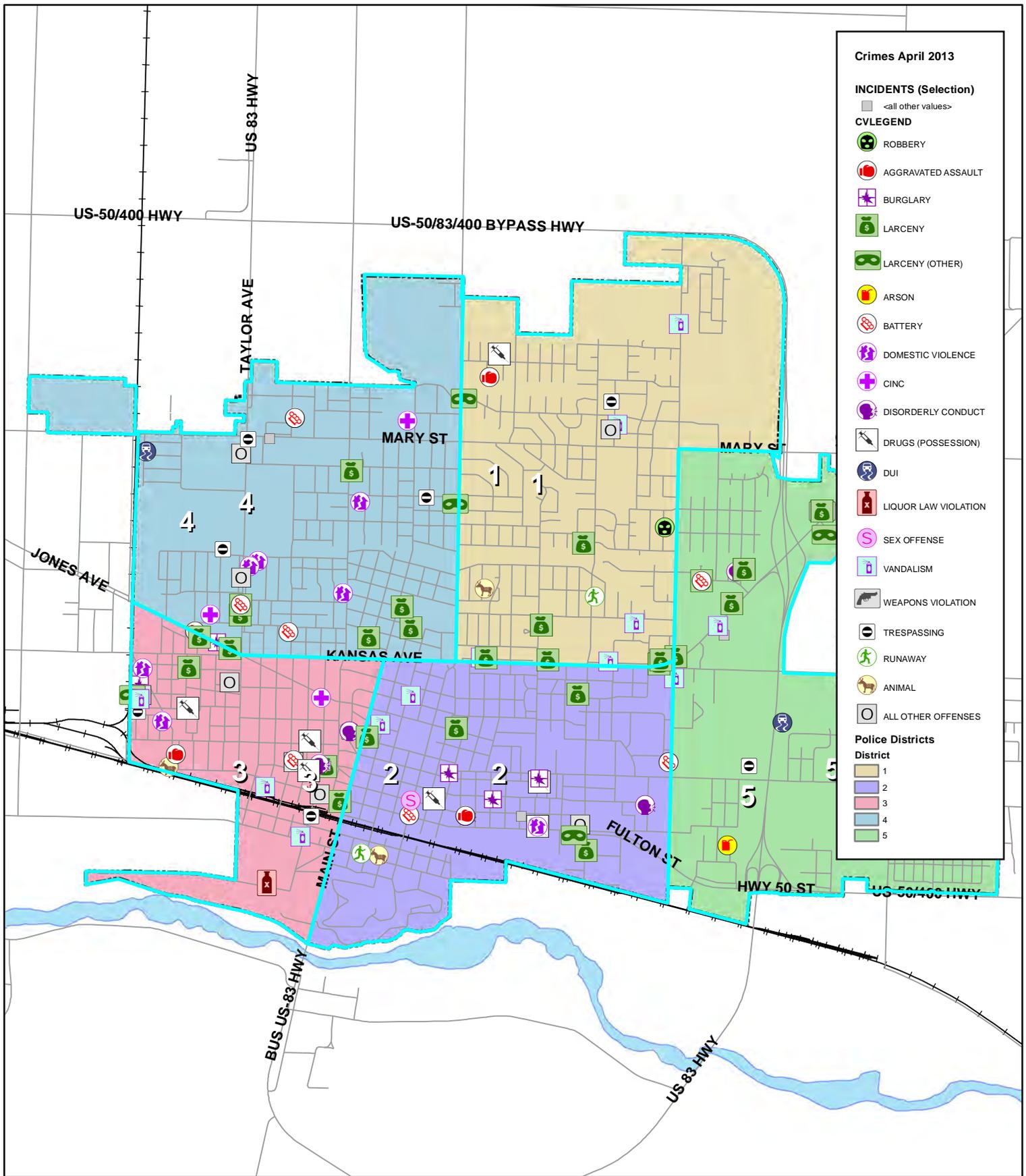
	March #	March %	April #	April %
<i>TOTAL</i>	620	100%	442	100%

Bias-Based Policing Statistics

April 2013

		March #	March %	April #	April %
CONTRABAND SEIZED:					
	None	596	96%	432	98%
	Currency	0	0%	2	0%
	Firearms	0	0%	0	0%
	Other Weapons	0	0%	1	0%
	Drugs/Paraphernalia	22	4%	6	1%
	Alcohol/Tobacco Products	2	0%	0	0%
	Stolen Property	0	0%	0	0%
	Other	0	0%	0	0%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	1	0%
	<i>TOTAL</i>	620	100%	442	100%

Hispanic	Arrests	61	17%	40	16%
	Citations	207	57%	135	53%
	Warnings	97	27%	79	31%
Non-Hispanic	Arrests	23	9%	17	9%
	Citations	116	47%	86	47%
	Warnings	106	43%	78	43%



Crimes April 2013

INCIDENTS (Selection)

- <all other values>

CVLEGEND

- ROBBERY
- AGGRAVATED ASSAULT
- BURGLARY
- LARCENY
- LARCENY (OTHER)
- ARSON
- BATTERY
- DOMESTIC VIOLENCE
- CINC
- DISORDERLY CONDUCT
- DRUGS (POSSESSION)
- DUI
- LIQUOR LAW VIOLATION
- SEX OFFENSE
- VANDALISM
- WEAPONS VIOLATION
- TRESPASSING
- RUNAWAY
- ANIMAL
- ALL OTHER OFFENSES

Police Districts

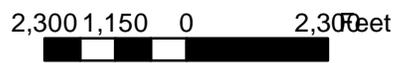
District

- 1
- 2
- 3
- 4
- 5



Garden City PD

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.





**Engineering
Department**

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

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

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

MEMORANDUM

DATE: May 17, 2013
TO: Governing Body
FROM: Alex Mestdagh
RE: Construction Update

The following is a progress report on ongoing construction projects throughout the City:

Schulman Crossing

The US-50/83/400 Bypass has been reopened to traffic in both directions, including the intersection at Spruce Street. The east leg of the Schulman Avenue intersection has also been opened, but work continues on Schulman west of the intersection. This area should be completed and opened to traffic in two to three weeks. Work is currently focusing on the northbound off-ramp to Kansas Avenue, which remains closed to traffic. The majority of the paving has been completed in this area, and the ramp should be reopened next week. The project is scheduled to be fully completed in June.

South Main Street Reconstruction (Fulton to Maple)

Reconstruction of all lanes of Main Street between the railroad and Maple Street along with sidestreet tie-ins has been completed. The two center lanes of Main Street north of the railroad have also been completed, and work continues on the outside lanes. Two-way traffic is being maintained at all times during construction. This work is scheduled to be completed in the coming weeks.

Safe Routes to School Sidewalk Construction

Work has been completed for the latest location, Harding Avenue from Third to Center. Work now moves to Center Street between Spruce and Kansas.

Garden City Regional Airport Parking Lot Expansion

The new parking lot is currently being marked for parking stalls, and final drainage improvements are being completed. The project will be opened for use next week.

Pioneer Road Estates

The utility portion of the project is underway for this residential development. Grading and paving work will begin in early spring.

Inge Watermain Replacement

Work is underway to replace an aging 6" watermain with a new 12" line along Inge Avenue from Fulton Street to Kansas Avenue. Construction is currently ongoing on the north end of the project near Walker Street. This work is scheduled to be completed this summer.

2013 CAPITAL IMPROVEMENTS PROGRAM PROJECT SCHEDULE

Revision No. 5 - Date: May 13, 2013

Completed Projects

Carry Over Projects From 2012

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
ENGINEERING - ADMINISTRATIVE																	
Capital Improvements Bond Issue			Decide Projects?				Sale						100%	7/16/13	0%	\$7,068,000	
Special Assessments			Subdivision Specials				Sale						100%	7/16/13	0%	\$711,000	Taylor North Addition, Taylor Avenue, A Street
Petitions for New Developments													0%		0%		
ENGINEERING - HIGHWAYS & MAJOR STREETS																	
A. STATE/FEDERAL AID																	
KLINK S. Main St. Reconstruction	Const			Const	Const								100%	7/12/12	75%	\$498,140	Concrete reconstruction from Fulton to Maple. City share \$237,720
Safe Routes To School	Const	Const	Const	Const	Const	Const?							100%	11/1/12	40%	\$264,843	
KLINK Fulton St. to Kansas	Design	Design	Design	KDOT	Bid?	Const?	Const?	Const?	Const?				95%	4/2/13	0%	\$502,700	Intersections (reconstruction) and surface maintenance. City share \$302,700
B. TE PROJECTS																	
Windsor Hotel stabilization	KDOT	KDOT	KDOT	KDOT	Bid?	Const?	Const?	Const?	Const?				90%	TBD	0%	\$711,757	Preservation Alliance share \$142,351
ENGINEERING - LOCAL STREETS																	
A. CITY RECONSTRUCTION/CONSTRUCTION																	
KDOT Fund Exchange Projects	KDOT	KDOT	KDOT	KDOT	Bid	Const?	Const?	Const?	Const?				100%	5/30/13	0%	\$225,924	FY 2012: North & South Chainey and Rock Rd
Schulman Crossing	Const	Const	Const	Const	Const								100%	8/2/12	80%	\$6,108,500	Site work, Utilities & Streets
KDOT Fund Exchange projects				Apply	KDOT	Bid?	Const?	Const?	Const?	Const?			0%	?/2/2013	0%	\$225,000	FY 2013
New Community Sidewalks		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		0%	\$30,000	0 - \$0 New Sidewalks throughout the Community, Filling Gaps
Public Transit Stop Amenities					Quotes?	Order?	Order?	Install?					0%		0%	\$12,600	Purchase and install shelters along transit routes
B. DRAINAGE PROJECTS																	
FEMA Floodplain related projects													0%	On-hold	0%		Waiting on FEMA
C. TRAFFIC SIGNAL PROJECTS																	
Pedestrian Activated Warning Sign						Quotes?	Order?	Order?	Install?				0%	In-house	0%	\$ 15,000	
Vehicle Detection Upgrades						Quotes?	Order?	Order?	Install?				0%	In-house	0%	\$ 35,000	
D. SUBDIVISION CONSTRUCTION & SPECIAL ASSESSMENT PROJECTS																	
Pioneer Road Estates	Const	Const	Const	Const	Const	Const?							100%	12/21/12	50%	\$795,490	subdivision improvements
9th Street Construction					Petition?	Petition?							0%		0%	\$106,100	(Specials 70% City, 30% Property Owner)
PUBLIC WORKS - STREET MAINTENANCE PROJECTS																	
Street Sealing Program				Bid		Const?	Const?	Const?					100%	4/11/13	0%	\$418,700	Cycle Six
Crack Sealing Program	FINAL									Bid?	Const?	Const?	100%	?/2/2013	100%	\$210,600	2013 Cycle 6 (196,000 lbs. \$180,320) - 2014 Cycle 1(172,000 lbs. \$176,400)
Community Sidewalk/Driveway		Const?	Const?	Const?	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		4%	\$20,000	(Res. 1 - \$286.31 & Com. 1 - \$583.00, Obligated \$0)

2013 CAPITAL IMPROVEMENTS PROGRAM PROJECT SCHEDULE

Revision No. 5 - Date: May 13, 2013

Completed Projects

Carry Over Projects From 2012

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
PUBLIC WORKS - PARKS & GROUNDS																	
2012 Street Tree Pruning Prog.		Const	FINAL										100%	12/21/12	100%	\$18,499	Tree & Stump removal, 84 trees
Master Plan - Finnup Park		Design	Design	Design	Meeting	Design?	Design?						50%		0%	\$9,880	Create a Master Plan for Finnup Park
Entryway Improvements													0%	?/?/2012	0%	\$0	Direction and funding issues
2013 Street Tree Pruning Prog.									Mark	Mark	Mark	Bid	0%	12/?/?/2013	0%	\$20,000	
Walking Trails Seal Program				Bid		Const?	Const?	Const?					100%	4/30/13	0%	\$23,300	Purchase Material (work completed in-house)
REGIONAL AIRPORT																	
Expansion of Airport Parking Lot	Const	Const	Const	Const	Const								100%	11/1/12	95%	\$429,231	add 200 parking spaces
Snow Removal Equipment Building	Design	Design	Design	FAA	Bid		Const?	Const?	Const?				100%	5/22/13	0%	\$1,212,100	City Share \$60,605
RECREATION																	
Municipal Pool Project	Const?	Const	Const	Const	Const								100%	3/2/12	99%	\$273,958	Sprayground Area; City Share \$200,000
Mobile Stage													0%		0%	\$125,000	City Share \$50,000, direction and funding issues
Dog Park Improvements								Const?	Const?	Const?	Const?		0%		0%	\$20,000	GCRC funding
ZOO																	
Cat Canyon Exhibit	Const	Const	Const	Const	Const								100%	6/21/12	99%	\$898,600	FOLRZ funding
Elephant Yard Expansion	Design	Design	Design	Design	Design	Design?	Bid?	Const?	Const?	Const?	Const?	Const?	70%	?/?/2013	0%	\$423,000	Expansion of outside yard south into African plains yard.
BUFFALO DUNES GOLF COURSE																	
Relocate Metal Building													0%		0%	\$30,000	Relocate metal Building from National Guard (30'x50'), funding issues
Irrigation Project	Design	Bid							Const?	Const?	Const?	Const?	100%	2/28/13	0%	\$1,433,000	Adding new trunk lines and replacing system

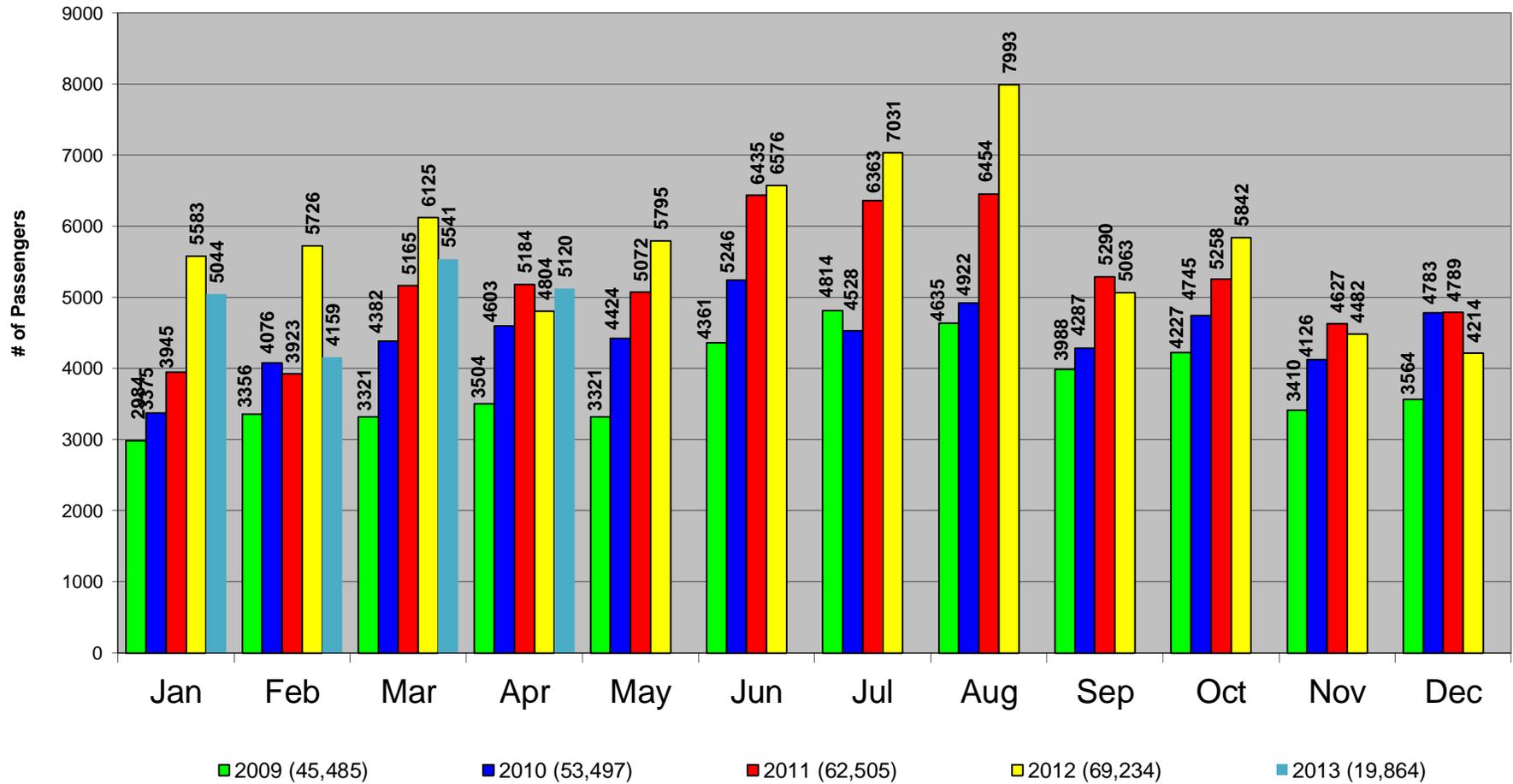
2013 CAPITAL IMPROVEMENTS PROGRAM PROJECT SCHEDULE

Revision No. 5 - Date: May 13, 2013

Completed Projects
Carry Over Projects From 2012
Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
ELECTRIC																	
Fair - Hamline & 9th -11th Conversion	Specs	Design	Bid	Contract	Const	Const?	100%	4/1/12	2%	\$40,220	Voltage Conversion						
Emerson & Thompson B&C Streets		Design	Bid	Contract	Const	Const?	100%	4/1/12	2%	\$22,476	Voltage Conversion						
Circuit 105,405,505 Conversion		Design	Bid	Contract	Const	Const?	100%	4/1/12	1%	\$31,549	Voltage Conversion (\$3,619 Project to date)						
Circuit 207 URD Replacement		Design	Bid	Contract	Const	Const?	100%	4/1/12	0%	\$39,913	Replacement						
Harding Strip Business		Design	Bid	Contract	Const	Const?	5%	20%	25%	40%	Const?	Const?	100%	4/1/12	0%	\$23,858	Replacement (\$12,792.54 Project to date) Added South Schulman Project for amount of \$46,899.00
SCADA Development		Design	Design	Bid	Design	Design	Const?	Const?	Const?	Const?	Const?	Const?	25%	6/6/12	0%	\$125,000	System Monitoring
Substation # 10	Design	Design	Bid	Const	Design	Design	Design	Const?	Const?	Const?	Const?	Const?	75%	5/30/12	75%	\$1,750,000	Site work completed, Transformers on site
Labrador Ridge Conversion (2)					Const								0%		0%	\$67,776	Upgrade area of Chainey St and Shamus St.
WATER																	
SCADA Development		Design	Design	Design	Design	Design	Design	Design	Design	Design	Const?	Const?	5%		0%	\$125,000	System Control & Security
Inge - Fulton to Kansas Replacement	Const	Const	Const	Const	Const								100%	8/2/12	2%	\$379,860	Water Main Replacement
Repair Water Tower Main & Kansas			Design		Const								0%		0%	\$25,000	Internal repair to tower at Main Street and Kansas Avenue
Standby Power - Sandhills Wells					Design					Const			0%		0%	\$350,000	Back up generation - Sandhills water wells
Main Cleaning & Valve Replacement						Design		Bid		Const			0%		0%	\$125,000	Continue cleaning of older mains and replacing valves
WASTEWATER																	
SCADA Development		Design	Design	Design	Design	Design	Design	Design	Design	Design	Const?	Const?	10%			\$125,000	WWTP Operation and Security
Manhole Rehabilitation				Design	Bid	Const?							100%			\$35,311	Manhole Rehab
Design of Major Electrical Repairs			Design		Const								0%			\$75,000	Design new electrical conduit system for oxidation ditch #1 and #2

City Link Ridership Yearly Comparison



CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: May 14, 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

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 Chappel Heights Phase I RHID will be considered.

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

The development will consist of two (2) sixteen (16) unit apartment buildings, and forty-seven (47) lots for duplexes and single family homes. Parking will be provided on site for the apartments and the duplexes and homes will have garages. The apartments, duplexes, and single family homes will have cable and washer and dryer hookups. Staff has determined that even with an aggressive projected build-out of the apartment buildings in year one and then approximately ten (10) units per year the project would comply with the most recent housing study.

The property has already been annexed into the City and been appropriately re-zoned for this phase of the development.

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.

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

**DEVELOPMENT PLAN
FOR THE CHAPPEL HEIGHTS PHASE I RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
FEBRUARY, 2013**

INTRODUCTION

On January 15, 2013 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution No. 2516-2013 that found and determined that:

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

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

Following the adoption of Resolution No. 2516-2013, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On November 27, 2012, the Secretary of Commerce provided written confirmation, approving the establishment of the Chappel Heights Phase I 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 Chappel Heights Phase I Rural Housing Incentive District is:

A map of the District is attached as **Exhibit A** to this document.
2. The assessed valuation of all real estate within the District for 2013 is \$7,460.00.
3. The name and address of the owner(s) of record for the real estate with in the District is:

Bernard and Marian Chappel
3170 North Farmland road
Garden City, KS 67846

Chris A. Woods, Trustee
Glen Woods Trust
922 Center Street
Garden City, KS 67846

Thomas J. Chappel, Partner
RBC, LLC
3308 Yellowstar
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 two (2) sixteen (16) unit apartment buildings, and forty-seven (47) lots for duplexes and single family homes. Parking will be provided on site for the apartments and the duplexes and homes will have garages. The apartments, duplexes, and single family homes will have cable and washer and dryer hookups.

Public Facilities

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

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

Owner(s) of Real Property:	BERNARD CHAPPEL 3170 N. FARMLAND RD GARDEN CITY, KS 67846 DIXIE MAI 8250 E. CARRIAGE LANE PARKER, CO 80134 MARY WHITE 2918 NANCY PL. GARDEN CITY, KS 67846 THOMAS J. CHAPPEL 210 W. AVENUE LAKIN, KS 67860
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	ALBERT CHAPPEL 3308 YELLOWSTAR GARDEN CITY, KS 67846
	JOHN CHAPPEL 3108 YELLOWSTAR GARDEN CITY, KS 67846
	DEBRA CHAPPEL 3213 PRIMROSE GARDEN CITY, KS 67846
	DARLA JEFFERSON 2019 ELLIOTT ALEXANDRIA, LA 71301
Developer: (Site Work and Infrastructure)	BERNARD CHAPPEL 3170 N. FARMLAND RD GARDEN CITY, KS 67846

1. The Governing Body of the City entered into a Development Agreement with Bernard Chappel, 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 CHAPPEL HEIGHTS PHASE I
RURAL HOUSING INCENTIVE DISTRICT**



Approximate Area of Chappel Heights Phase 1 RHID

0 150 300 600 Feet



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

Cost of Infrastructure Improvements	
\$	1,336,759.00

	Current Value	Property Class	Mill Levy	Tax Amount
Estimate	\$ 7,460.00	30.0%	0.148716	\$ 332.83

	Platted Value	Property Class	Mill Levy	Tax Amount	Number of Lots	Total Tax
80'x120'	\$ 17,250.00	12.0%	0.148716	\$ 307.84	11	\$ 3,386.26
79'x120'	\$ 17,100.00	12.0%	0.148716	\$ 305.17	15	\$ 4,577.48
100'x120'	\$ 20,250.00	12.0%	0.148716	\$ 361.38	1	\$ 361.38
142'x120'	\$ 26,250.00	12.0%	0.148716	\$ 468.46	1	\$ 468.46
85'x120"	\$ 18,000.00	12.0%	0.148716	\$ 321.23	4	\$ 1,284.91
90'x120'	\$ 18,750.00	12.0%	0.148716	\$ 334.61	11	\$ 3,680.72
86'x120'	\$ 18,150.00	12.0%	0.148716	\$ 323.90	1	\$ 323.90
83'x120'	\$ 17,700.00	12.0%	0.148716	\$ 315.87	2	\$ 631.75
62'x120'	\$ 15,500.00	12.0%	0.148716	\$ 276.61	1	\$ 276.61
5.32 acres	\$ 15,000.00	12.0%	0.148716	\$ 267.69	1	\$ 267.69

15 year Estimate for Build Out Over Time							
	Estimated Value	Property Class	Mill Levy	Est. Property Tax	Annual Increment	Increment Years	Total Rebate
Apartments	\$ 1,760,000.00	11.5%	0.128716	\$ 26,052.12	\$ 25,784.43	15	\$ 386,766.44
4 Duplexes 12 SFH	\$ 2,690,000.00	11.5%	0.128716	\$ 39,818.29	\$ 34,906.21	14	\$ 488,686.87
5 Duplexes 5 SFH	\$ 1,760,000.00	11.5%	0.128716	\$ 26,052.12	\$ 23,000.47	13	\$ 299,006.06
5 Duplexes 5 SFH	\$ 1,760,000.00	11.5%	0.128716	\$ 26,052.12	\$ 22,706.01	11	\$ 249,766.09
5 Duplexes 6 SFH	\$ 1,920,000.00	11.5%	0.128716	\$ 28,420.49	\$ 24,738.88	9	\$ 222,649.92
							\$ 1,646,875.38

If the apartments are appraised at \$1,760,000.00, single family homes at \$160,000.00, and the duplexes at \$192,500.00 and the project is built out over approximately five years the increment tax for 15 years would total approximately \$1,646,875.00. This would exceed the amount estimated to be spent on the infrastructure.

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

**Development Agreement
CHAPPEL HEIGHTS PHASE I**

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 **Bernard Chappel** (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 "Chappel Heights Phase I" (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 Chappel Heights Phase I 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 Bernard Chappel 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. 2516-2013 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 April 16, 2013, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

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

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

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

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

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

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 and in accordance with the Subdivision and Zoning Regulations or as approved by the Governing Body.

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

3.4.2 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** 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:
Bernard Chappel
3170 N Farmland Rd
Garden City, KS 67846
Phone: 620-521-0857
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

By: _____
Bernard Chappel

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 CHAPPEL HEIGHTS PHASE I Project |
| Exhibit C | The CHAPPEL HEIGHTS PHASE I Site Development Plan |
| Exhibit D | Eligible costs for the CHAPPEL HEIGHTS PHASE I Project |
| Exhibit E | Certification of Substantial Completion Form |

EXHIBIT A

PROPERTY DESCRIPTION

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.

EXHIBIT B

**MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE CHAPPEL HEIGHTS PHASE I
PROJECT**



Approximate Area of Chappel Heights Phase 1 RHID

0 150 300 600 Feet



EXHIBIT D
ELIGIBLE COSTS FOR
THE CHAPPEL HEIGHTS PHASE I PROJECT

The Chappel Heights Phase I Site Work Estimates:

Improvement	Cost
Sewer	\$ 513,075.00
Water	\$ 218,320.00
Streets	\$ 605,400.00

*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 Bernard Chappel (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: _____

Bernard Chappel

By: _____

Name:

Title:

(Published in the Garden City Telegram on the _____ day of June, 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. (CHAPPEL HEIGHTS PHASE I)

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. 2516-2013 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 April 16, 2013 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 July 2, 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 21, 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 21, 2013 as the same appear of record in my office.

DATED: May 21, 2013

Celyn N. Hurtado, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR CHAPPEL HEIGHTS PHASE I PROJECT

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.

EXHIBIT B

**MAP OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR CHAPPEL HEIGHTS PHASE
I PROJECT**



Approximate Area of Chappel Heights Phase 1 RHID

0 150 300 600 Feet



EXHIBIT C

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

Bernard and Marian Chappel
3170 North Farmland road
Garden City, KS 67846

Chris A. Woods, Trustee
Glen Woods Trust
922 Center Street
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 two (2) sixteen (16) unit apartment buildings, and forty-seven (47) lots for duplexes and single family homes. Parking will be provided on site for the apartments and the duplexes and homes will have garages. The apartments, duplexes, and single family homes will have cable and washer and dryer hookups.

Public Facilities

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

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 Bernard Chappel. 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.

CERTIFICATE OF DELIVERY AND PUBLICATION

STATE OF KANSAS)

) §:

COUNTY OF FINNEY)

The undersigned, City Clerk of the City of Garden City, Kansas (the City), does hereby certify, as follows:

- (a) On _____, 2013, I caused a certified copy of Resolution No. _____ with **Exhibits A** thru **E** attached (the Resolution), to be delivered to the following:
 - 1) The Board of County Commissioners of Finney County, Kansas;
 - 2) The Board of Education of U.S.D. 457;
 - 3) The Board of Trustees of Garden City Community College; and
 - 4) The Planning Commission of the City.
- (b) I caused a copy of the Resolution to be published one time in **The Garden City Telegraph**, the official newspaper of the City, on June ____, 2013, which date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the affidavit of publication of the Resolution is attached to this Certificate.

WITNESS my hand and seal on June ____, 2013.

Celyn N. Hurtado, City Clerk

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE:

RE: PARTIAL VACATION – W. THOMPSON STREET

ISSUE

McMillan Plumbing, Electrical and Mechanical owns the property at 404 W. Thompson Street. They have requested partial vacation of the southerly 10.0 feet of Thompson Street adjacent to their property.

BACKGROUND

As the properties were developed along C Street between Thompson and Fair Streets, encroachments across property lines occurred. Legal descriptions were changed to eliminate the encroachments. However, this resulted in leaving the property at 404 W. Thompson Street being non-complying with minimum lot size per the zoning regulations, 48.5 feet wide instead of the minimum 50 feet. The McMillan's wish to build a detached garage on the property.

The right-of-way on Thompson between A and Eighth Streets was platted at 70 feet, with the street construction being offset with 10 feet behind the curb on the north side and 20 feet on the south side. So the requested vacation of 10 feet still leaves 10 feet behind the curb to the new property line. Setback sidewalks, 4 feet wide, exist on both sides at 5 feet behind the curb.

A Waiver and Consent form should be returned prior to the September 21st meeting. A utility easement will be retained on the vacated right-of-way.

OPTIONS

The options available to the Governing Body are to accept the vacation request and adopt the accompanying Ordinance, or to deny the request.

RECOMMENDATION

Staff recommends approval of the vacation ordinance.

FISCAL

There is no cost to the City for this vacation, and the property value will increase with the new garage.



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

70'

75'

120'

W THOMPSON ST

10' Requested Partial
Right-of-way vacation

156'

404 W Thompson St

48.5'

2.5'

NCST

102'

Untitled

MCMILLAN PLUMBING ELECT. & MECH
2119 C ST.
GARDEN CITY, KS. 67846

TO STEVE COTRELL

To bring our property at 404 w. Thompson into compliance so we can add a detached 2 car garage, we would like the City of Garden city to deed us the 10 feet of land along Thompson street north of our lot. The lots down C st. were laid out wrong years ago and the property lines were into the houses . When we corrected the problem it left us with a very small non-compliant lot.

THANK YOU
SAM MCMILLAN

MCMILLAN PLUMBING

ORDINANCE NO. ____-2013

AN ORDINANCE VACATING A PORTION OF THOMPSON STREET, LYING NORTH OF LOT 1, BLOCK 41, HOLMES THIRD ADDITION, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS

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

SECTION 1. The Southerly 10.0 feet of Thompson Street, lying north of Lot 1, Block 41, Holmes Third Additon, be and the same are hereby vacated.

SECTION 2. That the City of Garden City retains a utility easement on, over and under the vacated right-of-way.

SECTION 3. That this ordinance shall also be considered an order in compliance with K.S.A. 12-504 et seq.

SECTION 4. That all adjoining landowners have waived notice and have consented to the vacation set forth herein.

SECTION 5. That this ordinance shall become effective upon the date of its publication in the Garden City Telegram, official newspaper.

SECTION 6. That upon the effective date, the City Clerk shall file a copy of this ordinance with the Register of Deeds of Finney County, Kansas.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 21st day of May, 2013.

DAN FANKHAUSER, MAYOR

ATTEST:

CELYN N. HURTADO, CITY CLERK

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: May 13, 2013
Re: GC2012-072: City of Garden City Zoning Regulations Amendment to allow alternate surfaces as Parking Areas

The Planning and Community Development Department has been asked to revise and amend the City of Garden City Zoning Regulations, regarding Parking Areas, to allow alternate surfaces.

Background: On October 2012, due to the increased number of request to allow alternate surfaces instead of concrete or asphalt, the City may want to consider revising and amend the regulations to expedite the process for these types of requests. We have received some complaints that the cost of installation of concrete or asphalt has increased, and also that the majority of the alleys are not concrete or asphalt, thus making it difficult to explain why the applicants are required to install concrete or asphalt parking areas on the alleys.

In the Garden City Zoning Regulations Art. 24.020 PERMANENT PARKING TO BE PROVIDED states that "[t]he parking area and its access to the street shall be surfaced with asphalt, or concrete. Similar dust free surface may be recommended by the City Engineer for equipment parking areas if recommended for approval by the Planning Commission and approved by the City Commission. The asphalt and concrete parking area surface condition applies to all zones except: "I-1" Light Industrial Zone, "I-2" Medium Industrial Zone and "I-3" Heavy Industrial Zone."

Commercial properties will still be required to install concrete or asphalt, due to the nature that commercial properties have higher traffic volumes.

One of the purposes to requiring hard compacted impervious surfaces for parking and vehicular circulation is to keep debris from being carried by the vehicles' tires onto the streets. Aesthetics in the neighborhoods of the City is another purpose of hard surface parking.

On November 15, 2012, the Planning Commission recommended that Primary Parking (Required Parking) be concrete or asphalt. Auxiliary parking may be constituted of alternate impervious material as approved by the City Engineer, and provide regular maintenance. Votes were taken unanimously to recommend approval of the amendment.

On December 20, 2012, the Planning Commission left the case OPEN for discussion for the January 2013 Planning Commission. NO votes were taken.

On January 17, 2013, the Planning Commission recommended approval as presented and to include "providing regular maintenance" on the amendment. Furthermore, the Planning Commission requested and voted unanimously to present to the Police Advisory Board the issues that parking in the front yard is not permitted, unless it is in the designated parking areas and that if there had been a warning already issued that a ticket should follow.

ALTERNATIVES:

1. The Commission may recommend making no changes to the zoning regulations.
2. The Commission may elect to amend the regulation to still require Asphalt or Concrete surfaces for the main parking areas, allowing alternate hard compacted impervious surfaces on approved auxiliary parking areas (e.g. adjacent to the alley for additional parking, and rear yard parking within residential districts), requiring that regular maintenance is provided. (See attachment)
3. The Commission may recommend additional changes to the zoning regulations.

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

ORDINANCE NO. _____-2013

AN ORDINANCE REGULATING PARKING IN THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION SECTION 24.020; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTION 24.020; 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 24.020 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

24.020 PERMANENT PARKING TO BE PROVIDED. Whenever a structure is erected, converted, or structurally altered there shall be provided on the same lot, adjacent lot, or group of lots, accessible off-street parking spaces, including drives. Said spaces may be provided in a garage or surfaced area. The parking area and its access to the street shall be surfaced with asphalt, or concrete.

In Residential Districts the primary parking (i.e. parking required as specified by zoning district) shall be surfaced with asphalt or concrete. Auxiliary parking areas (i.e. additional parking areas beyond the required parking as specified by zoning district) may be composed of alternate hard compacted impervious surfaces as approved by the City Engineer, shall be installed on approved locations (e.g. adjacent to the alley for additional parking, and rear yard parking areas), and regular maintenance shall be provided.

In "C-O" Office and Service Business, "C-1" Neighborhood Shopping, "C-2" General Commercial, "C-3" Central Business District, "I-1" Light Industrial and "I-2" Medium Industrial Districts, the asphalt and concrete parking area surface requirement shall be mandatory.

The asphalt and concrete parking area surface condition applies to all zones except: "I-3" Heavy Industrial Districts.

SECTION 2. The Zoning Regulations for the City of Garden City, Kansas, Section 24.020, 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 21st day of May, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor

Old Business

(Published in *the Garden City Telegram* on May 24, 2013)

ORDINANCE NO. ____-2013

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, LEVYING SPECIAL ASSESSMENT TAXES ON CERTAIN REAL PROPERTIES FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF INTERNAL IMPROVEMENTS BENEFITING SUCH PROPERTY; PROVIDING FOR GIVING NOTICE OF THE SPECIAL ASSESSMENT TAXES; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENT TAXES.

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments are levied and assessed against the lots, pieces and parcels of land liable for such assessments as described in *Exhibit A* to this Ordinance, which is incorporated here by this reference, and in the amounts shown on *Exhibit A* following the description of each lot, piece or parcel of land. The assessments are levied to pay the costs of the following improvements in the city of Garden City, Kansas (the "City"):

A. construction of Taylor Ave. from Fulton Street south approximately 310 feet, as authorized by Resolution No. 2411-2011;

B. construction of A Street, from Hamline Street south to the north line of the Drainage Ditch, as authorized by Resolution No. 2416-2011;

C. construction of street improvements consisting of curb & gutter, 6" base, 7" concrete pavement on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, as authorized by Resolution No. 2483-2012; and

D. construction of a water main, fire hydrants, and appurtenances on Joe McGraw Street, in Taylor North Addition, from Taylor Avenue west 1,500 feet, as authorized by Resolution No. 2484-2012.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date this Ordinance is published; and the City Clerk is directed to notify each affected property owner, at their last known post office address, of the amounts of their special assessments and that such assessment may be prepaid, without interest, within 30 days of the publication of this Ordinance. The City Clerk shall also notify such property owners that assessments not paid within the 30 day period will be payable in installments over a period of 10 years, concurrently with the issuance of general obligation bonds of the City, together with interest at a rate not to exceed that permitted by the laws of the state of Kansas. The City Clerk shall certify all unpaid special assessments levied by this Ordinance to the Finney County Clerk, in the same manner and at the time as other taxes are so certified, to be levied over a period of 10

years, with interest at a rate not exceeding that permitted by Kansas law. The special assessments shall be placed on the tax rolls and collected as and when ad valorem property taxes are collected.

SECTION 3. Authorization of Additional Actions as Required. The Mayor and City Clerk are authorized and directed to take all other actions consistent with this Ordinance as are appropriate or desirable to accomplish its intent and purposes, including but not limited to, providing any for the call of and any necessary notice of the City's redemption of all or a portion of the temporary notes of the City issued to temporarily finance the improvements described in Section 1 of this Ordinance..

SECTION 4. This Ordinance shall be in force and take effect from and after its passage, approval and publication one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the governing body of the City of Garden City, Kansas,
on May 21, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

EXHIBIT A

City of Garden City, Kansas

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

Property	Assessment
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.	\$ 5,797.21
TOTAL:	<u>\$ 25,205.28</u>
CITY-AT-LARGE:	\$ 58,812.32

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'	\$ 1,805.76
TOTAL:	<u>\$ 22,571.92</u>
CITY-AT-LARGE:	\$ 52,667.80

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	\$ 386,111.36
TOTAL:	<u><u>\$ 483,243.25</u></u>

City of Garden City, Kansas

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

<u>Property</u>	<u>Assessment</u>
Lot 7	\$ 23,219.20
City-At-Large	\$ 105,776.38
TOTAL:	<u>\$ 128,995.58</u>



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

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

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

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

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

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 2/27/2013
Re: The home at 705 Taylor is unsafe, unfit, and dilapidated.

ISSUE: The home at 705 Taylor is unsafe, unfit, and dilapidated.

BACKGROUND:

May 13, 2011- Neighbor called and complained of the foul order coming from home. Seven dogs living with Emma Curnette with no utilities. Also says house is infested with bugs and they are spreading to neighbors houses. Owner of house, Steve Burgess, was contacted.

May 23, 2011- Keith Thomas sent letter to Mr. Burgess about the dilapidated structure, numerous dogs living in the residence, the house being infested with insects and the odor from the house and that the electricity and water were shut off to the property on 03/17/2011.

July 2, 2012- Officer Wasielewski stopped by with a disk of pictures that were taken at 705 Taylor during a 911 call. Pictures are enclosed with this memo.

July 5, 2012- A letter was sent to Mr. Burgess giving 30 days to clean up the property.

December 16, 2012- Electrical cord being used to power an RV overloaded and caused a fire in the garage, further damaging the property.

December 18, 2012- Electric meter was pulled from the house to prevent Ms. Emma Curnette from continuing to live in the RV in the back yard.

January 28, 2013 – A second letter was sent to Mr. Burgess giving until February 28, 2013 to abate the following violations:

1. Damaged roof
2. Fire damaged garage
3. Accumulation of debris, garbage, combustible materials and similar materials or condition inside and outside of the house
4. Dangerous conditions to human life and detrimental to health
5. Damage to the house which makes it unsafe for human use or habitation; or
6. Demolition of the structure

February 28, 2012 Inspection was made and pictures were taken.

Alternatives:

1. Owner repair or demolish the structure and clean up the yard.
2. Governing body cause the structure to be demolished and lot clean up.

Recommendation: Governing body to cause the structure to be demolished and removed with all the items in the front and back yard.

Fiscal Note: None at this time

Report of Findings for the property at 705 Taylor affecting health and safety or that endanger life or limb, property and the public welfare:

1997 Uniform Housing Code Section 1001.2,11
General dilapidation or improper maintenance

1997 Uniform Housing Code Section 1001.3,6
Members of ceilings, roof, ceiling and roof supports, or other horizontal members that sag, split or buckle due to defective material or deterioration





New Business



Memorandum

To: City Commission
Date: May 15, 2013
From: Staff
RE: REDEVELOPMENT DISTRICT — Stone Development, Inc.

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE CENTER
301 N. 8TH
P.O. Box 499
GARDEN CITY, KS
67846-0499
620.276.1160
FAX 620.276.1169
www.garden-city.org

Issue

Staff has been working with Stone Development, Inc. on a commercial redevelopment of the former Fun Center property at the Bypass and Schulman Avenue. The Governing Body is asked to consider approving a Memorandum of Understanding for the project and adopting a Resolution of Intent for the creation of a redevelopment district.

Background

The proposed redevelopment of the fun center property will include a 90 unit hotel, a national franchise restaurant and an indoor waterpark as a regional attraction. The developer hopes to have the hotel open for the 2013 Christmas holiday. A TIF district is proposed for funding of some of the improvements. The Governing Body will be asked to consider creation of a Community Improvement District (CID) to levy and additional sales tax, at a later date.

The developer is requesting TIF district funding, but will utilize private financing, and reimburse themselves with the TIF, and subsequent CID, proceeds. While this appears to be a much simpler project than the Schulman Crossing development, staff believes a Memorandum of Understanding is still an appropriate first step.

Creation of TIF districts is a multi-step process, the first of which is adoption of a Resolution of Intent. This resolution schedules a public hearing on June 25th, for adoption of the district plan and creation of the TIF district. A schedule is provided outlining the events of the next few months for creation of the TIF and CID districts.

Alternatives

1. Approve the Memorandum of Understanding and adopt the Resolution of Intent.
2. Defer action until a later date.
3. Deny the request.

Recommendation

Staff recommends that the Governing Body approve Alternative No 1.



Fiscal Note

Under this funding scenario, there will be no cost to the City for infrastructure or other improvements.

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (**Memorandum**) made and entered into this ____ day of _____, 2013, by and between **City of Garden City (City)**, a municipal corporation organized according to Kansas law, and Stone Development, Inc., organized under the laws of the State of Kansas, (**Developer**). City and Developer shall be collectively referred to as the **Parties**, and each a **Party**.

RECITALS

A. Developer, or its affiliates, is the owner or contract purchaser of certain real property located at the southeast corner of the U.S. Highway 83 Bypass and Schulman Avenue in Finney County, Kansas (**Property**), which is more particularly depicted on Exhibit A, attached hereto and incorporated by reference.

B. Developer seeks to construct upon the Property a commercial development (**Project**) including a hotel, restaurant, and destination water park.

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

D. The Parties agree that certain public assistance or participation is necessary to make the Project financially feasible for Developer to construct.

E. City intends to provide certain public improvements to the Project to facilitate the construction of the Project.

F. City and Developer have entered into this Memorandum to state their current mutual understanding with respect to facilitating the Project and the approval of certain public assistance or participation to facilitate the Project, the allocation of construction obligations related to the Project, and other mutual understandings.

NOW, THEREFORE, City and Developer understand as follows:

1. **Scope of the Project.** Developer proposes that the Project will be a commercial development with a nationally recognized hotel, regional restaurant franchise, and a destination water park attraction.

2. **Project Costs.** The Parties agree the current estimates of the total costs to fully construct all phases of the Project, including all acquisition costs, public and private infrastructure, building construction costs, professional fees and financing costs are \$24,266,634.00.

3. **Preliminary Studies.** The Parties agree that Developer shall be responsible for any market or financial feasibility study required by Kansas law.

4. **Potential Sources for Public Contribution.** The Parties acknowledge that the following sources for public assistance or participation (**Public Contribution**) have been considered and would be generally acceptable to City and Developer, subject to consideration of full terms and conditions of any such sources prior to the execution of a final Development Agreement for the Project, and subject to approval by the governing body of the City.

4.1. Tax Increment Financing. The Parties acknowledge that a portion of the Public Contribution may be generated from the capture of real property tax increment generated by the Project by approval of Tax Increment Financing (**TIF**) for the Project for a period of twenty (20) years in accordance with the Kansas Tax Increment District Financing Act, as set forth in K.S.A. § 12-1770, *et seq.*

4.2. Community Improvement District. The Parties acknowledge that a portion of the Public Contribution may be generated through the establishment of a community improvement district (**CID**), and the establishment and imposition of a 1% sales tax (**CID Sales Tax**) on sales in the CID, and financing the costs of a portion of the Project through “pay-as-you-go financing” as defined in K.S.A. 12-6a26 *et seq.*, for a period of twenty-two (22) years.

4.3. Transient Guest Tax. City will allow County of Finney, Kansas (**County**) transient guest tax (**Transient Guest Tax**) proceeds from the Project to be deposited in a City fund for subsequent disbursement to Developer, for payment of costs of the Project, pursuant to a formal development agreement entered with the City and Developer.

4.4. City Work. The Parties acknowledge that City has proposed undertaking certain construction obligations to facilitate the Project (**City Work**), including construction of all reasonably necessary improvements to Lareu Street and Stone Creek Drive. The Parties intend that the City Work shall be undertaken at City’s initial cost and expense, subject to reimbursement by Developer to City for all costs of the improvements, as an eligible cost of the Project.

5. Miscellaneous.

5.1. No Agency/Partnership. It is not intended by this Memorandum to, and nothing contained in this Memorandum shall, create any partnership, joint venture or any other business relationship between Developer and City.

5.2. No Obligation to Develop. Nothing herein shall be construed as creating an obligation in Developer to purchase the Property, to develop the Project, or to open or operate a business of any kind in the Project.

5.3. Memorandum Non-Binding. This Memorandum has been executed for the purpose of expressing the intent of the Parties in regard to the Project, and is not intended to create binding obligations upon the Parties, except with respect to payment of Preliminary Costs described in Section 3. This Memorandum does not commit City or Developer to enter into any further agreements with each other or with respect to the Public Contribution. The Parties acknowledge that final approval for the Public Contribution rests with City.

6. Term of Memorandum. This Memorandum shall become effective upon its execution by all Parties and shall remain in effect until the earliest of (a) execution of a final Development Agreement between the Parties, or (b) one (1) year from the date this Agreement is executed, unless mutually extended by the Parties.

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

CITY:

CITY OF GARDEN CITY, KANSAS,

By: _____
Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

REVIEWED BY:

Randall Grisell, City Attorney

DEVELOPER:

STONE DEVELOPMENT, INC.

By: _____
Title: President
Date of Execution: _____

Exhibit A



1(Published in *the Garden City Telegram* on May __, 2013)

RESOLUTION NO. ____-2013

A RESOLUTION STATING THE INTENT OF THE CITY OF GARDEN CITY, KANSAS TO CONSIDER CREATION OF A REDEVELOPMENT DISTRICT, APPROVE A REDEVELOPMENT PLAN FOR THE DISTRICT AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON SUCH MATTERS.

WHEREAS, K.S.A. 12-1770 *et seq.*, as amended (“Act”) authorizes the city of Garden City, Kansas (“City”) to create redevelopment districts, approve redevelopment plans for such districts and provide for the financing of eligible costs of such redevelopment from tax increments within the district allocated to the project and other revenues as allowed by the Act; and

WHEREAS, the City is considering the findings necessary for the creation of a redevelopment district located: Lot 1, Block 1, Stone Creek Addition, Garden City, Finney County, Kansas, consisting of approximately 6.37 acres of land, as more particularly described in this Resolution (the “Redevelopment District”); and

WHEREAS, pursuant to the Act the City is required to set a date for a public hearing to consider the creation of the proposed Redevelopment District.

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

SECTION 1. The governing body of the City hereby finds and determines that, pursuant to the Act:

(a) A public hearing shall be held as part of the regular meeting of the City Commission on June 18, 2013 at 1:30 p.m., in the City Commission meeting room at 301 N. 8th Street, to consider the creation of the Redevelopment District.

(b) The proposed Redevelopment District includes the following property:

Lot 1, Block 1, Stone Creek Addition, City of Garden City, Finney County, Kansas

The boundaries of the proposed Redevelopment District are shown on the map attached to this resolution as **Exhibit A**.

(c) The proposed redevelopment district plan is generally described as the acquisition of certain property and development of a hotel, restaurant, and water park, along with related public improvements and infrastructure. The preliminary redevelopment district plan is attached to this resolution as **Exhibit B**.

(d) A description of the proposed redevelopment district and the proposed redevelopment district plan are available for inspection at the City Clerk's office, 301 N. 8th Street, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION 2. This Resolution and **Exhibits A and B** shall be sent, by certified mail with return receipt requested, to the Board of Education of Unified School District No. 457, to the Board of County Commissioners of Finney County, to the Board of Trustees of Garden City Community College, and to each owner or occupant of land in the proposed redevelopment district, not less than 10 days after the date of this resolution. This resolution and **Exhibits A and B** shall also be published one time in the official city newspaper not less than one week nor more than two weeks before the public hearing date of June 25, 2013.

SECTION 3. The City intends to use tax increment revenues as defined by the Act to reimburse qualified redevelopment costs incurred before the City completes the procedures required by the Act to create a redevelopment district and adopts a project plan. Such revenues may be used to reimburse redevelopment costs only if a redevelopment district is created and a project plan is approved.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City,
Kansas on May 21, 2013.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

EXHIBIT A – RESOLUTION NO. _____-2013

(MAP OF PROPOSED DISTRICT)



EXHIBIT B – RESOLUTION NO. _____-2013

(REDEVELOPMENT DISTRICT PLAN)

**REDEVELOPMENT DISTRICT PLAN FOR REDEVELOPMENT
THROUGH TAX INCREMENT FINANCING
GARDEN CITY, KANSAS**

May 21, 2013

SECTION 1. PURPOSE

The City of Garden City, Kansas (the “City”) intends to create a redevelopment district within the City. Kansas statutes governing the creation of redevelopment districts and tax increment financing (K.S.A. 12-1770 *et seq.*, and particularly, K.S.A. 12-1771(a)) require preparation of a “redevelopment district plan” (referred to herein as the “district plan”) before creation of a redevelopment district. The district plan is the preliminary plan identifying the proposed redevelopment project areas and generally describing the buildings, facilities and improvements proposed to be constructed in such areas.

SECTION 2. DESCRIPTION OF TAX INCREMENT FINANCING

Projects financed through tax increment financing involve the creation of an “increment” in real estate property taxes. The increment is the amount of property taxes paid on the increase in assessed valuation of property in the redevelopment district over the property taxes paid in the redevelopment district before redevelopment occurs. When the aggregate tax rates of all tax jurisdictions are applied to the increased property valuation in the redevelopment district, tax increment is generated and paid to the City to fund and pay over time certain costs of the development project. The property taxes attributable to the assessed value of the district before redevelopment (the “base valuation”), are distributed to all taxing jurisdictions just as before development of the redevelopment district.

SECTION 3. REDEVELOPMENT DISTRICT

A map showing the boundaries of the proposed redevelopment district is attached as **Exhibit A**. The proposed redevelopment district is within the city limits of Garden City, Kansas and consists of 6.37 acres (more or less) of currently undeveloped real estate, located at Lot 1, Block 1, Stone Creek Addition, City of Garden City, Finney County, Kansas.

The proposed redevelopment district qualifies as an “eligible area” for tax increment financing because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 to 12-17,113 before such statutes were repealed, and the development of the area is necessary to promote the general and economic welfare of the City.

SECTION 4. REDEVELOPMENT PROJECT

The proposed district is near existing commercial and retail development in the City, including Home Depot, Menards, Wal-Mart, as well as hotels and restaurants is in an area identified by the City as desirable for additional commercial and retail development. The establishment of the proposed redevelopment district will permit the City to aid in financing of eligible costs including

land acquisition, infrastructure and site development and to partner with private developers to bring additional retail and other commercial development to the City.

The proposed redevelopment project consists of the acquisition of the site and construction of infrastructure, public improvements and other site improvements to permit the full-scale commercial development anticipated to include an approximately 90-room hotel, 6,000 square feet for a restaurant, and a 22,000 square foot water park. The proposed costs eligible to be financed in this case include costs of land acquisition and the aforementioned infrastructure, public improvements, and other site improvements, as well as soft costs and costs of financing related to those items. These eligible costs may include costs incurred prior to the time the redevelopment district is created.

SECTION 5. TAX INCREMENT FINANCING

Kansas statutes governing tax increment financing allow such financing to be used for property acquisition, site preparation, utilities, drainage, street improvements, landscape amenities, public outdoor spaces, streetscape amenities and parking facilities in a redevelopment district. The City anticipates using tax increment financing pay a portion of these costs related to the proposed project. The project plan (described in Section 6) and development agreements between the City and private developers will specify details. The anticipated plan contemplates that 100% of the tax increment attributable to the redevelopment will be pledged to finance such costs for a period not exceeding 20 years as provided by law. Tax increment financing may be accomplished by issuing the City's special obligation bonds and/or the City's general obligation bonds with such bonds payable over time from the tax increment. Financing may also be structured as "pay as you go" reimbursement over time. The City plans to utilize a "pay as you go" financing structure for the proposed redevelopment project.

SECTION 6. PROJECT PLAN

The statutes governing tax increment financing and redevelopment districts require that all proposed redevelopment projects in a redevelopment district be presented to and authorized by the City Commission through its approval of detailed "project plans". Each project plan will identify specific project areas within the redevelopment district and will include detailed descriptions of the proposed improvements and methods of financing. Before approving a project plan the City must obtain a financial feasibility study as required by statute. Project plans must be reviewed by the Holcomb - Garden City - Finney County Area Planning Commission and are submitted to a public hearing after published notice and notification of affected property owners. Before going forward a project plan must be adopted by a two-thirds majority of the City Commission. No tax increment may be applied to a redevelopment project until a project plan is approved.

BOZEMAN TIF/CID/TG TAX TIMELINE

TAX INCREMENT FINANCING						
No.	Item	Responsible Party	Date	Comment	Done	Note
1	CID Timeframe - TBD	Developer	TBD	TBD		TBD
2	Submit TIF Application that includes (i) proposed boundaries of the TIF District (ii) map of the TIF District and (iii) District Plan.	Developer	Tuesday, May 14, 2013	Provide with sufficient time for City to place resolution on Agenda		
3	Board of County Commissioners Hearing re: Transient Guest Tax Allocation	Developer	Friday, May 17, 2013			
4	Adopt Resolution setting a public hearing to create the TIF District	City	Tuesday, May 21, 2013			
5	Mail Resolutions by Certified mail, return receipt requested, to Finney County/Garden City Board of Education	City	Wednesday, May 22, 2013	Not more than 10 days following the date of adoption of the resolution		
6	Mail resolution by certified mail, return receipt requested, to each owner and occupant of land within the District Plan area	City	Wednesday, May 22, 2013	Not more than 10 days following the date of adoption of the resolution		
7	TIF: Publish Resolution with Sketch of the District Plan area	City/Developer	Tuesday, June 11, 2013	Not more than 2 weeks, but not less than 1 week before public hearing		
8	Public hearing before City Council to consider establishment of the TIF District	City	Tuesday, June 18, 2013	TIF: Not less than 30 days and no more than 70 days after the resolution is adopted calling public hearing. 30 day BOE veto period starts		TIF: BOE & County Veto Period Expires in 30 days
9	Deliver Copy of TIF Project Plan to BOE and County Commissioners	City	Wednesday, June 26, 2013	Prior to City Council resolution calling public hearing - no timeframe		
10	Planning Commission Hearing - Present TIF Project Plan for finding of Compliance with City Comprehensive Plan	City	Thursday, July 11, 2013	The submission deadline for the planning commission is the last day of the previous month		Need to Schedule: Special Meeting of the Planning Commission
11	City Council resolution to set public hearing to consider TIF Project Plan	City	Tuesday, July 16, 2013			
12	Mail Resolution certified mail, return receipt requested to BOE and County Commissioners	City	Wednesday, July 17, 2013	Not more than 10 days following the date of adoption of the resolution		
13	Mail Resolution certified mail, return receipt requested to each owner of land within TIF Project Plan	City	Wednesday, July 17, 2013	Not more than 10 days following the date of adoption of the resolution		
14	Publish Resolution re public hearing and map of TIF Project Plan area	City	Tuesday, August 06, 2013	Not more than 2 weeks, but not less than 1 week before public hearing		
15	City Council - Public hearing re TIF Project Plan	City	Tuesday, August 20, 2013	Not less than 30 days and no more than 70 days after the resolution is adopted calling public hearing.		

Consent Agenda

MEMORANDUM



TO: Governing Body
FROM: James R. Hawkins, Chief of Police
DATE: May 14, 2013
SUBJECT: Approval of Evidence/Asset Bar Cody System

ISSUE

Bids were opened for the following:

- Purchase of Evidence/Asset Bar Coding Systems to include hardware and software.

BACKGROUND

Bids were opened on April 4, 2013 at the Garden City Police Department, located at the Law Enforcement Center. The following table represents the bids submitted:

BIDDER	ITEM	NET CITY COST	Delivery Time	Exceptions & Comments
FileOnQ, INC	Software/Hardware/Training/Import Data	\$82,070.00	July 1, 2013	Does not include SQL Server.
Que Tel Corporation	Software/Hardware/Training/Import Data	\$93,967.00	July 1, 2013	Does not include SQL Server.
Tracker Products, LLC	Software/Hardware/Training/Import Data	\$80,988.80	July 1, 2013	Does not meet bid specifications.

RECOMMENDATION

The recommendation is for the Governing Body to consider and approve the purchase of the Evidence/Asset Bar Coding System from FileOnQ, Inc. The Microsoft SQL Server Database will be purchased from a separate vendor at an amount not to exceed \$2,300.00.

FISCAL NOTE

The 2013 budget allows for the purchase of the Evidence/Asset Bar Coding System, to include hardware and software.

Respectfully Submitted,

James R. Hawkins
Chief of Police



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
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Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: May 9, 2013
Re: Request to install a large, polished all-stainless steel kinetic sculpture "Wind Fire" on the far south corner of 501 N. Main, Garden City.

ISSUE: The Friends of Garden City Arts is requesting the City of Garden City to install a large, polished all-stainless steel kinetic sculpture "Wind Fire" on the far south corner of 501 N. Main, Garden City.

BACKGROUND: Mrs. Vivian Fankhauser, of the Friends of Garden City Arts organization, requests permission and assistance from the City to erect a large, stainless steel kinetic sculpture by local artist, Rusty Burgardt, on the far south corner of 501 N. Main, Garden City, on the triangle property in front of Adams Real Estate. It is anticipated that the sculpture will be seen for a couple of blocks from 5 directions. Linda Adams has graciously given her consent.

The dimensions and elements of the polished all-stainless steel piece are as follows:

- **BASE:** A square shaped 4'x4' base rises to a narrow opening to hold a pentagon-shaped piece, which is the "Flames" base. The stainless steel base is a wide square at the bottom and slopes up to a small circle at the top so it's impossible to climb. A bronze plaque will be provided as well.
- **"FLAMES" BASE:** A pentagon-shaped piece that is 5 feet at its widest points will hold 5 rotating "Flames"
- **5 ROTATING "FLAMES":** Each "flame" will turn freely and individually in the wind, and is 6' tall of various curved shapes. A flame will be attached at each corner of the pentagon.
- **OVERALL HEIGHT:** 17 feet.
- **LIGHTING:** A multi-colored LED light, located in the center of the base will run automatically from dusk to dawn and can be programmed to display different colors on the rotating flames from a remote control to change the color scheme for special holidays, etc.
- **ELECTRICAL:** Metal conduit is located inside the base to enclose the wiring and protect it from the weathering elements.

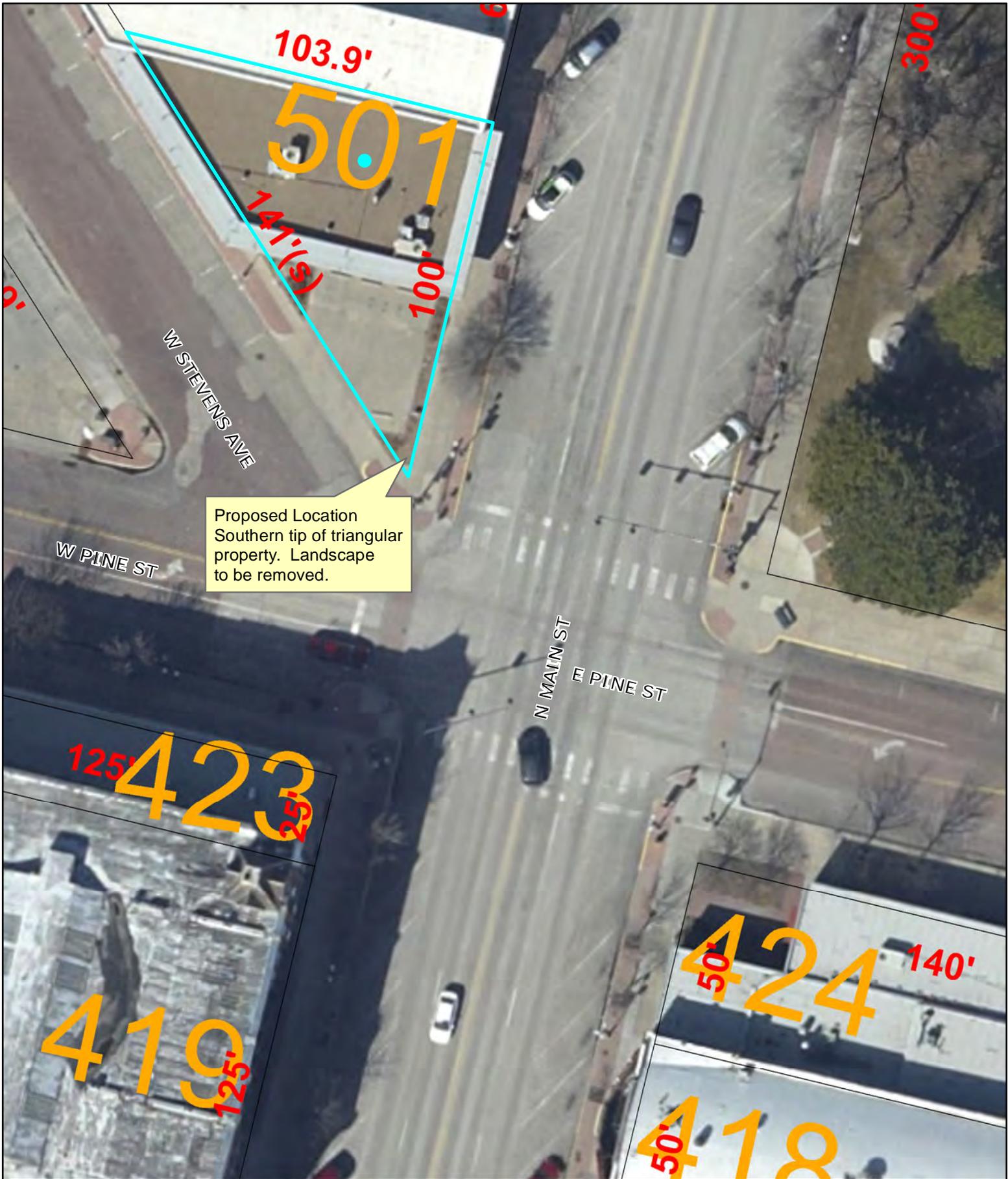
The Friends of Garden City Arts, Inc. are requesting the City to install a base to hold the sculpture in the space now occupied by Ms. Adams' smoke bush, which will need to be removed before the base is poured. Electrical conduit will need buried to and from the base. An angle-iron base template for the sculpture will be provided by the artist, to be used for the construction to line up the connections in the concrete. The artist is available on Fridays to meet with the City's crew & the sculpture committee to plan the base pending the commission approval. The applicant thinks a 1- 2' base is needed.

As with past sculpture donations, the Friends of Garden City Arts requests help from the City of Garden City with the installation. A concrete base and electricity for the lighting will be needed.

Alternatives:

1. The Commission may approve the request.
2. The Commission may decline approval the request.
3. The Commission may recommend further review of the request.

Recommendation: Staff recommends approval of the installation as agreed by the scope of work to be determined by the City Commission.



Proposed Location
Southern tip of triangular
property. Landscape
to be removed.

This map is for reference purposes ONLY



NOT TO SCALE

"Wind Fire"
Future Sculpture Location
501 N. Main, Garden City, KS



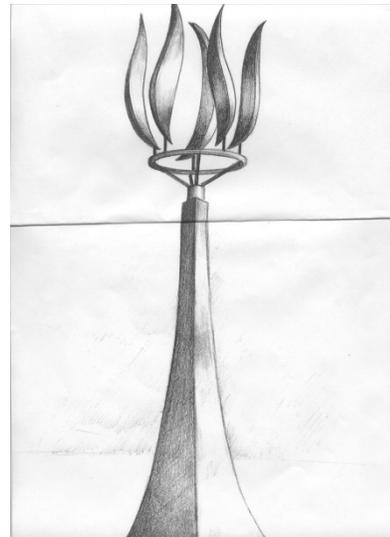
501 N. Main Street – Looking NB onto the property.



501 N. Main Street – Landscape to be removed, and electrical to be brought underground into the sculpture area.



501 N. Main Street – Looking NB from the intersection. Sculpture to be located at the landscape area.



Conceptual drawing of the large, polished all-stainless steel kinetic sculpture "Wind Fire"



Manufacturing the sculpture "Wind Fire"



"FLAMES" BASE: A pentagon-shaped piece that is 5 feet at its widest points will hold 5 rotating "Flames". A multi-colored LED light, located in the center of the base

FRIENDS OF GARDEN CITY ARTS, INC.
318 N. MAIN
GARDEN CITY, KS 67846
620-276-8767

April 11, 2013

City Commission
City of Garden City
301 N. 8th St.
Garden City, KS 67846

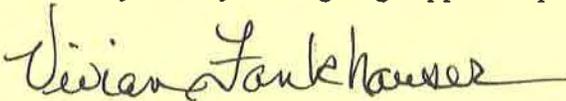
Dear Mayor & Commissioners:

On behalf of the Friends of Garden City Arts organization, I would like to request permission to erect a large, stainless steel kinetic sculpture by local artist, Rusty Burgardt, at the NW corner of Main St., Pine & Heroes Way, and Stevens Ave. It will be located on the triangle property in front of Adams Real Estate and will be seen for a couple of blocks from 5 directions. Linda Adams has graciously given her consent.

This untitled sculpture depicts 5 rotating 'flames' at the top and will feature a programmable colored LED light in the center to come on from dusk to dawn illuminating the flames in various colors. It has a remote control programmer to change the color scheme for special holidays, etc. It stands about 18' overall with the 5 flames of various curved shapes at 6' each. The stainless steel base is a wide square at the bottom and slopes up to a small circle at the top so it's impossible to climb. A bronze plaque will be provided as well.

As with past sculpture donations, we request help from the City of Garden City with the installation. A concrete base and electricity for the lighting will be needed for this one.

Thank you for your ongoing support of public art in our beautiful city,



Vivian Fankhauser, Chair
Friends of Garden City Arts

Current Committee Members:
Bruce Spiller
Lynn Ballinger
Laurie Chapman,
Garden City Arts liaison



Adams Real Estate

Linda Adams, Broker

501 N. Main
Garden City KS 67846
Office 620-275-8955

Fax 620-275-4542

Cell 620-521-0566

email bachreincarnated@yahoo.com

Unrivalled service! Reliable results!



May 4, 2013

To the City of Garden City:

You have my permission and authorization to permanently install an 18' columnar sculpture on the far south corner of my property at 501 N. Main, Garden City, and to remove and discard any plants on that corner for this installation.

THANKS!

Linda Adams

SITE PLAN

40'



STEVENS AVENUE

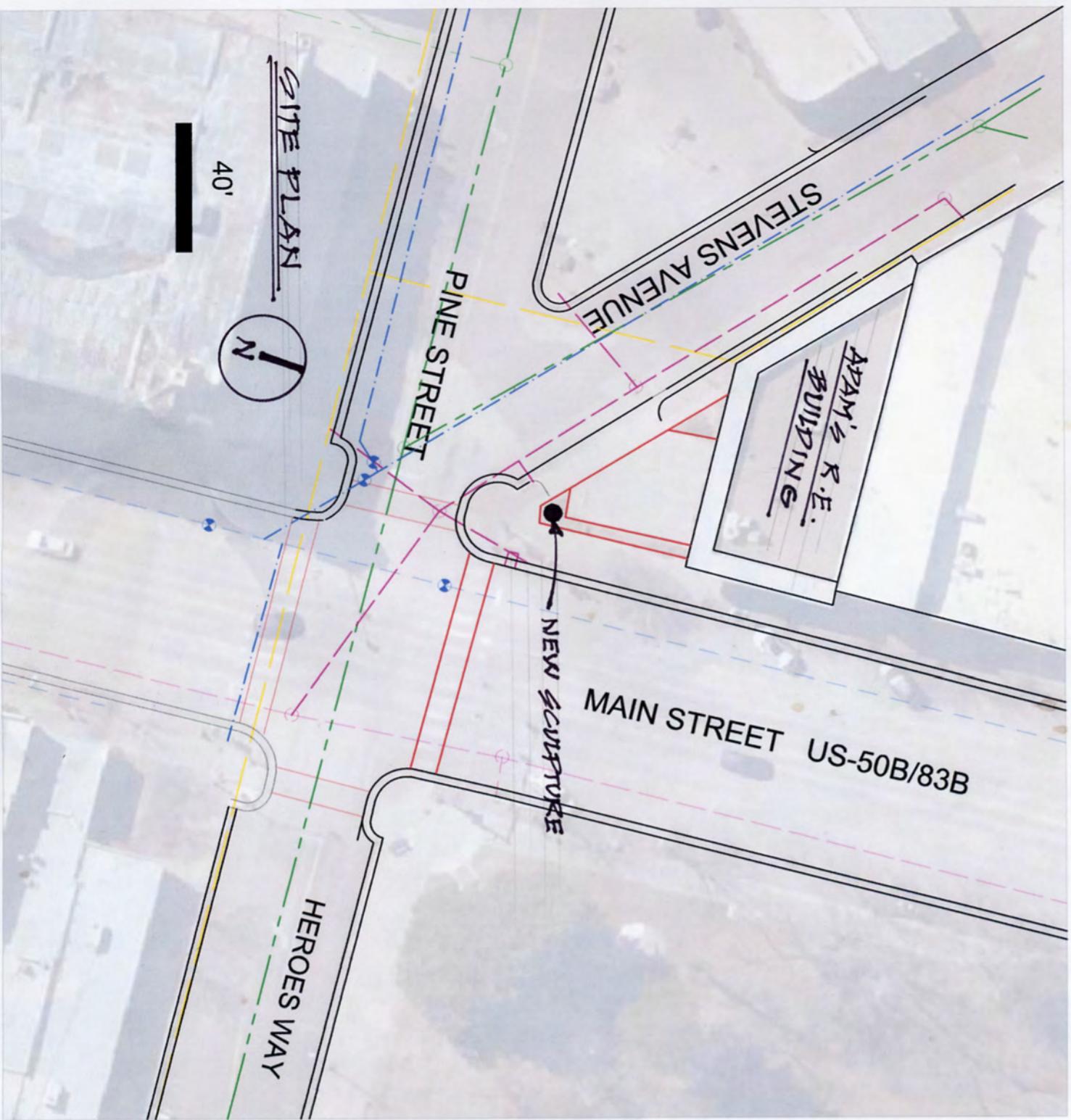
PINE STREET

APAM'S R.E.
BUILDING

NEW SCULPTURE

MAIN STREET US-50B/83B

HEROES WAY



MEMORANDUM

TO: Governing Body
FROM: Sam Curran
DATE: May 13, 2013
SUBJECT: Waste Transportation & Disposal Agreement

ISSUE

Staff is requesting Governing Body approval and authorization for the Mayor to sign the proposed Waste Transportation and Disposal Agreement from Clean Harbors Environmental Services.

BACKGROUND

Clean Harbors has requested entering into a Waste Transportation and Disposal Agreement with the City of Garden City to continue handling and transporting the waste material collected at the City's Household Hazardous Waste Facility. Clean Harbors has provided the City this service during the startup of the facility.

The proposed agreement would govern all labpack, transportation and disposal services provided by Clean Harbors for the waste materials collect at the City's Household Hazardous Waste Facility. The agreement will have an initial term of one (1) year from the date on the agreement and will continue in effect from year to year thereafter. Either party can terminate the agreement at any time with a thirty (30) day written notice.

ALTERNATIVES

Alternate 1: Approve and authorize the Mayor's signature on the Waste Transportation and Disposal Agreement from Clean Harbors Environmental Services.

Alternate 2: Reject the agreement and instruct staff to search for another service provider.

RECOMMENDATIONS

Staff recommends Governing Body consideration and approval of Alternate 1.

FISCAL IMPACT

\$20,000.00 from Drainage Utility Fund #079-000-5565.02



WASTE TRANSPORTATION & DISPOSAL AGREEMENT*

Customer Name Garden City HHW

Customer Address 301 North 8th Garden City, KS 67846

This Agreement is between the Customer identified below ("Customer"), and Clean Harbors Environmental Services, Inc. ("Clean Harbors"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter provided. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

Article 2. Services*

This Agreement shall govern all labpack, transportation and disposal services ("Services") provided by Clean Harbors to Customer. **This agreement does not apply to emergency response services.**

Article 3. Waste Materials

Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials.

Article 4. Transfer of Waste and Title

Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Customer shall pay Clean Harbors for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

Article 5. Payment Terms

Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs incurred by Clean Harbors to collect any payments due under this Agreement, **including reasonable attorneys' fees.** The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.

Article 6. Customer Warranties

Customer warrants that it has legal title or authority to waste; that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials will conform to such description; that containers of waste materials will be marked, labeled and otherwise conform with all applicable law; and that it has communicated to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.

Article 7. Indemnification

Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties,

forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of Indemnifying Party, its employees or agents. Clean Harbors shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

Article 8. Insurance

Clean Harbors shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$500,000
c. General Commercial Liability	\$1 million per occurrence \$3 million aggregate
d. Automobile	\$1 million per occurrence \$1 million per annual aggregate
e. Environmental Impairment for Clean Harbors' TSD Facilities	\$3 million per occurrence \$6 million annual aggregate

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control.

Article 10. Additional Provisions

Entire Agreement - This Agreement represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.

Law to Apply - The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the State of Kansas and the parties agree to submit to the jurisdiction of the courts of the State of Kansas for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER: _____

 Signature _____
 Print Name _____
 Title _____
 Date _____

Customer to complete shaded area.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

 Signature _____
 Print Name _____
 Title _____
 Date: _____

**SECOND AMENDMENT TO
LEASE AND OPERATIONS AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AND OPERATIONS AGREEMENT (Second Amendment) made this 21st day of May, 2013, between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (City), and SHERIF DULLOVI (Tenant).

WHEREAS, City and Tenant, entered into a Lease and Operations Agreement (Lease Agreement) under date of November 11, 2008, wherein Tenant agreed to lease from City, space in the Garden City Regional Airport (GCRA) commonly known as the Flight Deck Restaurant; and

WHEREAS, the Lease Agreement was amended February 17, 2009; and

WHEREAS, business necessities have created a need to add an additional named Tenant to the Lease Agreement.

NOW THEREFORE, the parties agree as follow:

GIOVANNI DULLOVI shall be added as an additional named Tenant, and the designation of Tenant shall hereafter mean SHERIF DULLOVI and GIOVANNI DULLOVI.

WHEREFORE, the parties further agree that all terms and conditions of the Lease and Operations Agreement, not specifically modified herein, or in the Amendment, dated February 17, 2009, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved this Second Amendment to Lease and Operations Agreement.

CITY OF GARDEN CITY, KANSAS

By _____

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Sherif Dullovi

Giovanni Dullovi

W:\RDG\CITY\AIRPORT\LEASES\Restaurant Leases\Napoli's Restaurant\Amend2-LeaseOperAgree(2013).doc

Other Entities Minutes

Golf Advisory Board
April 8, 2103 7:00pm

Members present: Sandy Rodgers, Cole Wasinger, Scott Ackerman, David Duvall, Ray Navarro, Tom Richardson, Caleb Woods Absent: Deanna Mann.

Meeting was called to order by Cole Wasinger.

Old Business:

None

New Business:

The newsletter put out by e-mail is being well received.

Ray asked about pace of play and marshaling on the course.

MONTHLY REPORTS:

Cole Wasinger: Head professional golf pro

Total revenue is down \$4,665.00. This is in part due to the weather conditions of this time of year.

FOBD; Friends of Buffalo Dunes is in final stages. There is a meeting 4/11/13. The board members have been selected and offer a variety of backgrounds.

AJGA golf tournament will provide 50% of revenue to Buffalo Dunes (FOBD) to go into the improvement of Buffalo Dunes.

The restroom at # 6 tee has renovations completed. Cost was \$4,500.00. Randy Smith did the work.

Soon chairs and tables will be purchased for the clubhouse.

*Powder coating of metal railing for the clubhouse for improvement to the building will be researched further.

Updating countertops in the clubhouse will be put on hold; planning for a new clubhouse is the goal for funds raised in the future.

Eighteen new carts were purchased. Next year twelve will be traded out, then ten the following year will be traded out; providing the golf course will newer carts over a three year period.

Those present discussed the increase in membership. Members present approved a ten percent increase in membership dues, beginning in June. This will be presented to the city commission.

Gold-- \$1,100, Adult-- \$450, Family-- \$600, Senior-- \$1000, Sr. gold-- \$350
Kids-- \$100 no change in this one This would include two guest passes to use during the year. (excluding cart fee)

A new fairway mower has been purchased.

Changes are being made to the course; some to assist with the new irrigation system which will be installed after the Pro am is over. (August) When replacement of the system begins only one hole will be out of use at a time; allowing play on 17 holes.

There are tee upgrades at holes # 12, 13, with consideration of combining # 11 and #14 tees.

Toby Witthuhn: Greens Superintendent

Absent: see above report.

Reported by Sandy Rodgers

Next meeting, May 13,2013 7:00pm at Zoo office



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
April 11, 2013**

5:30PM MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Marlo Miller, Ken Frey, Mike Scheiman, and Darin Germann

MEMBERS ABSENT

Charlie Robinson and Bill Jones

STAFF PRESENT

Derek Barr and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF MARCH 14, 2013 MINUTES

Marlo Miller made a motion to approve the April 11, 2013 Airport Advisory Board minutes. Ken Fry seconded the motion. The motion passed unanimously

ITEM 3 DIRECTOR'S REPORT

Staff informed the Airport Advisory Board of the future and upcoming projects for the airport. The parking lot expansion is underway and almost completed. Mike Scheiman pointed out that the ADA/handicap ramps are only located on the north side of the parking lot and none on the south side. Ed Fischer asked where the cross walks would be located and Mike Scheiman made a recommendation as to where it should be located and addressed it on the map. Ed Fischer inquired on a baggage cart storage area.

The airport has charter flights scheduled to leave May 10, 2013 and return May 13, 2013; and again June 7th – June 10th.

Mike Scheiman informed the Airport Advisory Board that our Air Traffic Control Tower will remain open until September; however, fiscal year 2014 is still undetermined. Ed Fischer mentioned that Washington has been cooperating in a resolution to this matter.

Staff discussed upcoming events with the Airport Advisory Board; which included the arrival of the Commemorative Air Force in June. Staff informed the

Airport Advisory Board that the non-profit organization will be bringing a B-17 to Garden City. Darin Germann asked where we will be parking the B-17.

Staff discussed the upcoming Passenger Facility Charge with the Airport Advisory Board. Mike Scheiman inquired on the process and projects selected.

ITEM 4 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board. Darin Germann informed the board that while running the I-Pad cover promotion with the purchase of 500 gallons of fuel or more; their sales increased by 14,000 gallons. Mike Scheiman asked Darin Germann; how much in dollars on average does Saker sell in fuel. Darin could not answer that question and told Mike that he would inform him at the next meeting.

ITEM 5 BOARD MEMBER COMMENTS

- A. Ed Fischer – No Comment
- B. Charlie Robinson – Absent
- C. Ken Fry – Requested that staff address the lighting issues with runway 17-35.
- D. Marlo Miller – No Comment
- E. William (Bill) Jones – Absent
- F. Mike Scheiman – Mentioned when the runway lights are on low intensity they look burnt out.
- G. Darin Germann – Asked about the lights for the T-hangars, and Derek informed him that they were scheduled for installation in April by the electric department. Darrin also mentioned that Eagle Med would be a good place to put a wall pack as well.

ITEM 6 ADJOURNMENT

Ed Fischer made a motion to adjourn. Ken Fry seconded the motion. The motion passed unanimously.



CITY ADMINISTRATIVE
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301 N. 8TH
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www.garden-city.org

Cultural Relations Board Agenda

May 9, 2013
5:15 pm

City of Garden City Administrative Center 2nd Floor Meeting Room

- I. Call Meeting to Order
- II. Guest
- III. Approval of March 2012 minutes
- IV. Old Business
 - A. Multicultural Summit – October 10th and 11th 2013
- V. New Business
 - A. Multicultural Summit Budget Approval
 - B. Garden City Community Mexican Fiesta Sponsorship
 - C. Fall Fest – Save the Date – September 21, 2013
- VI. Monthly Financial Report
- VII. Adjournment



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**City of Garden City
Cultural Relations Board Meeting
April 11, 2013
5:15 pm**

Present: Chairperson Debra Bolton, Simon Muturi, Adam Cassellius, Rodrigo Ruvalcaba and Diana Garcia

Absent: Liz Sabandith, Vice Chair Wendy Palmer, Verna Weber and Mary Rogers

Staff: Michelle Stegman

Guests: Farah Yusef

I. Call the Meeting to Order

Chairperson Debra Bolton called the meeting to order at 5:30 pm.

II. Approval of Minutes

Debra asked for a motion to approve the March 2013 minutes. Simon motioned first with a second from Adam. Minutes were approved.

III. New Business

A. Introductions of New Board Members - Rodrigo Ruvalcaba and Diana Garcia

The board members present introduced themselves to Rodrigo and Diana. Debra gave an overview of the role and history of the Cultural Relations Board.

B. High School Cultural Events Update – Adam Cassellius

Adam shared the following:

- Cultural Dance night at Garden City High School on April 26th at 6:00 pm
- Dr. Terrance Roberts (Little Rock Nine) will speak on Civil Rights on May 5th

C. Delegation of Office of Refugee Resettlement –Simon Muturi

Simon stated that a delegation from ORR is visiting Garden City on April 14th to tour the Kansas Department of Children and Families, Garden City Community College Refugee Center, Tyson and will make home visits to refugees.

IV. Old Business

A. Multicultural Summit – October 10th and 11th, 2013

A summary of the March 26th summit planning committee (notes attached) was shared with the board. Michelle has volunteered to contact Albert Kyaw to speak. Both the Clarion and Garden City Community College are available on those dates and have been booked as venues for the event. Michelle has a meeting with the Clarion in a few weeks.

The next Multicultural Summit meeting is scheduled for April 17th in the City Administration Building 2nd Floor Meeting Room.



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GARDEN CITY, KS
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V. Financial Report

The board reviewed the March Financial Report.

VI. Adjournment

Chair Debra Bolton adjourned the meeting at 6:24 pm.

Multicultural Summit Planning Committee
March 26, 2013

Minutes from March 26 meeting (These are what I have before I had to leave. Someone can add to them so we have documentation of things we talked about.

Thursday night event or possible Friday Night event - High School is not available for the Thursday night event or the Friday night event

Samy's will charge for the meal but no room charge to have it there.

St. Dominic's would charge about \$800 to have dinner there

Verna will get with Dee about a decision from the college – we need an administrative representative

Agenda Draft Proposal

Thursday night 6:30 – 8 pm – Samy's takes place of Diversity Breakfast

Will be more expensive for each person because of being an evening meal - need to decide on menu

Program

20 minutes – Steve Quakenbush – Garden City/Finney County History in Review

30 Minutes - Burmese – Speaker – Burmese Dancers??

Friday – at Pauline Joyce Fine Arts Building

8:00 am Registration – continental Breakfast -- Great West Dining

8:30 am Opening Session – Welcome – Mayor – Dr Swender

8:45 am Key Note -- possible Dr Don Stull?

9:45 am Break

10:00 am Speaker –

10:50 am Panel ??

12 noon – Lunch -- Do we provide at college (where?) or take people out to the restaurants??

1:30 pm Explanations of Breakouts

1:45 pm 4 sessions

2:45 pm Break

3:00 pm 4 session repeated

4:00 pm Closing session - Motivational speaker here ?

5:30 Diversity Festival / Reception

Light snacks - Dancers – Entertainment from many cultures ??

Motivational speaker????



BANQUET INVOICE

BY CHOICE HOTELS

Client/Organization CITY OF GARDEN CITY	Event Date 10/10/2013 (Thu)	Telephone (620) 276-1172	Fax () -	Event # E10210
Address (Billing) 301 N.8th/P.O.Box 998, Garden City, KS 67846		Booking Contact Michelle Stegman	PO #	Guests 200 (Pln)

200 Designer Buffet Selection/2 Entree Buffet @ 20.49 4,098.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	4,098.00	0.00	0.00	0.00	0.00	0.00	0.00	4,098.00
Gratuity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Service Charge	737.64	0.00	0.00	0.00	0.00	0.00	0.00	737.64
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	4,835.64	0.00	0.00	0.00	0.00	0.00	0.00	4,835.64

Paid	0.00
Balance	4,835.64

Pay Method	Card Type	Card Holder	Signature
Card Number		Expires	

Thank you for this opportunity to serve you.



Banquet Buffet Selections

Banquet Buffet Selections



Designer Buffet Selections

Served with Tossed Salad, Dinner Rolls, Coffee, Tea, Two Composed Salads, Two Vegetables and Starch

One Entrée Buffet 17.49
Two Entrée Buffet 20.49

Entrée Selections

Beef Stroganoff on Rice or Egg Noodles,
Honey Glazed Ham Steak,
Home Style Fried Chicken,
Home Style Chicken Fried Steak,
Home Style Meatloaf,
Smoked Honey Baked Chicken,
Grilled Lemon Pepper Chicken or
Roast Top Loin

6 oz. Ribeye Add 6.99
6 oz. KC Strip Add 6.99

Executive Buffet

Tossed Greens with Assorted Dressings
and Toppings
Chef's Composed Salads
Carved Kansas Prime Rib 
Au Jus and Horseradish Sauce
Choice of Oven Roasted Pork Loin with
Fire Roasted Apples and Jus Lie or
Sauteed Breast of Chicken
(choice of Marsala, Hunter Style or Piccata)
Choice of Charbroiled Atlantic Salmon with
Pineapple Salsa or
Blackened Mahi-Mahi with
Chef's Vegetable and Starch Du Jour
Fruit Cobbler
Assorted Cakes and Tortes
30.00

Specialty Buffets

Served with Dinner Rolls and Coffee or Tea

Prime Rib Buffet

12 Ounce Sliced Prime or Ribeye Served with
Choice of Potato, Choice of Two Vegetables,
Deluxe Salad Bar
28.99

Down Home Barbeque Buffet

BBQ Beef Brisket, BBQ Chicken, Sausage and
Pulled Pork, Baked Beans, Corn on the Cob,
Tossed Salad, Potato Salad or Cole Slaw and
Warm Cobbler
20.99

Ballroom Buffet

Choice of Two Entrees:
London Broil with Bourbon Mushroom Sauce,
Peppercorn Cream Sauce, Rosemary Crusted
Pork Loin, Grilled Chicken Breast with Sundried
Tomato and Roasted Garlic, Tilapia Almondine,
Served with Tossed Salad, Fresh Fruit, Choice of
Starch, Choice of Vegetables and
Assorted Cakes
25.99

International Buffets

Served with Coffee or Tea

Mexican Buffet

Beans and Rice, Chips and Salsa
Chicken or Beef Enchilada Casserole
Beef and Chicken Fajitas
Hard and Soft Tacos
Beef Gorditas or Chimichangas
Sopapillas, Toppings
17.95

The Italian Dinner Buffet

Cheese Tortellini with Pesto Cream Sauce,
Meatball Marinara, Chicken Cavatappi with
Roasted Red Pepper Cream Sauce,
Minestrone Soup, Fresh Vegetables, Caesar
Salad, Garlic Toast and Tiramisu
17.49

Minimum of 50 Guests Please - Additional Fees apply to groups under 50

All food and beverage purchases are subject to an 18% service charge and applicable sales tax.
The consumption of raw or undercooked food increases the risk of foodborne illness



Meeting Rooms

Meeting Rooms



MeetingRooms



(X)

Room Name	Room Size	Room Area	Classroom	Theater	Banquet	U-Shaped	Reception	Conference/ Boardroom
Grand Ballroom	58 ft x 72 ft	4176 sq feet	224	400	280	N/A	400	N/A
North	31 ft x 55 ft	1798 sq feet	110	150	120	50	200	45
Central	19 ft x 58 ft	1102 sq feet	64	100	80	32	122	28
South	21 ft x 56 ft	1218 sq feet	64	100	80	32	135	30
Terrace	45 ft x 65 ft	2925 sq feet	N/A	N/A	72	N/A	150	N/A
Rawhide Room	16 ft x 28 ft	448 sq feet	12	32	24	20	32	20
Parlor Suites	26 ft x 27 ft	702 sq feet	N/A	N/A	N/A	N/A	N/A	15



Composed Salads, Vegetables & Starches

Composed Salads, Vegetables & Starches



Creamy

Potato Salad
Red Potato Salad
Baked Potato Salad
Creamy Cucumber Salad
Macaroni Salad
Coleslaw Salad
California Salad
Green Pea Salad

Sweet

Pistachio Salad
Jello Fruit Salad
Orange or Strawberry Parfait

Marinated

Vegetable Salad (Zucchini, Squash, etc.)
Three Bean Salad
Pasta Salad
Tomato and Cucumber
Hominy Salad

Starch Selections

Baked Potato, Au Gratin, New Potatoes,
Whipped Potatoes with Beef or Country Gravy,
Scalloped Roasted Potatoes or Garden Blend Rice
Roasted Red Potatoes
Twice Baked Potatoes

Vegetables

Green Beans (Buttered, Almondine, Bacon)
Baby Carrots
California Blend
Broccoli and Cheese
Corn (Plain, O'Brien)
Asparagus
Zucchini and Squash Blend



171-Last year -2012

Sales/Catering Contract

BY CHOICE HOTELS

Client/Organization	CITY OF GARDEN CITY	Event Date	10/10/2013 (Thu)
Address	301 N.8th/P.O.Box 998	Event #	E10210
Telephone	(620) 276-1172	Guests	200 (PIn)
Fax	() -	Booking Contact	Michelle Stegman
Booked	1/9/2013	Theme	Banquet
Party Name	CITY OF GARDEN CITY	Sales Rep	Sheila Witman

Venue				
Banquet Room	Setup Style	Start	End	Room Chg
Grand	Banquet	6:30 pm	8:30 pm	

Food/Service Items				
Food/Service Items	Price	Qty	Total	
Risers	10.00			
Podium	10.00			
Cordless Microphone	25.00			
Dinner (200)		200		
Substitutions may apply to meet Asian Theme				

Subtotal	0.00	Paid	0.00	Pay Method	Card Number
Tax (8.45%)	0.00	Balance	0.00	Card Type	
Serv Chg (18%)	0.00			Card Holder	Expires
Total Value	0.00			Signature	

MINIMUM GUARANTEED ATTENDANCE MUST BE RECEIVED WITHIN 48 HOURS OF EVENT. IF ATTENDANCE FALLS BELOW THE GUARANTEED NUMBER THE CLIENT WILL BE CHARGED FOR THE GUARANTEED NUMBER.

PLEASE SIGN CONTRACT BELOW AND RETURN TO THE CLARION INN AND CONFERENCE CENTER

All reservations and agreements are made upon, and are subject to, the rules and regulations of the hotel, and the following conditions:

1. The quotation herein is subject to a proportionate increase to meet increased costs of foods, beverages and other costs of operation existing at the time of performance of our undertaking by reason of increases in present commodity prices, labor costs, taxes or currency values. Patron expressly grants the right to the Hotel to raise prices herein quoted or to make reasonable substitutions on the menu and agrees to pay such increased prices and to accept such substitutions.
2. Performance of this agreement is contingent upon the ability of the Hotel Management to complete the same, and is subject to labor troubles, disputes; accidents; government (federal, state or municipal) requisitions,

restrictions upon travel, transportation, foods, beverages or supplies; and other causes whether enumerated herein or not, beyond control of management preventing or interfering with performance.

- 3. All food and beverages must be purchased from the Clarion Inn and Conference Center. Food and beverages from the outside sources are not permitted. Groups will be charged the equivalent value from our menu selections for food or beverages brought in from an outside source.
- 4. The hotel reserves the right to provide security when deemed necessary. Said security will be at the expense of the client and included in the contracted price.
- 5. Banquet food and beverages may not be taken from the premises. Due to food safety concerns, food that is paid for but not consumed may not be packaged and taken from the conference center. No food or beverages will be packaged "to-go".
- 6. In arranging for private functions, the attendance must be definitely specified forty-eight (48) hours in advance. This number will be considered a guarantee, not subject to reduction, and the charges will be made accordingly.
- 7. All food and beverages, and incidental charges are subject to a 18% service charge. Food, beverages, rentals, incidentals and service charges are subject to 8.45% Sales tax. A full charge for all room, food and beverage will be owed for the number of people listed unless the hotel is notified of a lesser number at least 48 hours prior to the above serving time.
- 8. A deposit equal to the room charge is due with the signed contract. This deposit is non-refundable if event is canceled less than 30 days prior to the event.
- 9. Hotel reserves the right not to serve banquet if payment conditions are not met.
- 10. The hotel is not responsible for any lost or stolen items.

CONDITIONS OF PAYMENT AS FOLLOWS:

- _____ 1. Cash or Check - Full payment is due 7 days prior to event or the event will be canceled. Payment for products or services added on at the event are due immediately following the event.
- _____ 2. Credit Card - Card # must be on file with the signed contract. 50% of expected charges will be charged to the credit card on file 7 days prior to the event. The remaining charges will be processed immediately following the event.
- _____ 3. Corporate Direct billing is subject to credit approval. Applications for credit must be received by our Controller one month in advance.

LIABILITY:

It is understood that the room furnished by hotel is part of the licensed private club premises of hotel pursuant to the Alcoholic Beverage Control Act of the State of Kansas, and that all laws and regulations relating to the serving and consumption of alcoholic beverages in the State of Kansas shall be strictly adhered to by client.

CLIENT DOES HEREBY AGREE TO BE RESPONSIBLE FOR AND HOLD HOTEL HARMLESS FROM ANY AND ALL VIOLATIONS OF SAID LAWS AND REGULATIONS BY CLIENT AND ANY OF CLIENT'S GUESTS, AND SHALL REIMBURSE HOTEL FOR ANY AND ALL DAMAGES SUFFERED BY HOTEL, INCLUDING A REASONABLE ATTORNEY'S FEE, TO THE EXTENT PERMITTED BY LAW, AS A RESULT OF ANY SUCH VIOLATIONS. A \$ NA SECURITY DEPOSIT IS REQUIRED TO COVER ANY VIOLATIONS. IF NO DAMAGES OCCUR, A REFUND CHECK WILL BE ISSUED WITHIN 3 BUSINESS DAYS.

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ BEFORE SIGNING.

CLIENT ACCEPTANCE: _____ Date _____

CLARION INN _____ Date _____

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	



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www.garden-city.org

Multicultural Summit Committee Planning Meeting
“Unity Though Diversity”
April 17, 2013

Present

Michelle Stegman - City of Garden City, CRB Liaison
Debra Bolton - CRB – K-State Research and Extension
Verna Weber - CRB – Center for Children and Families
Larry Johnson – Convention and Visitor’s Bureau
Dee Wigner – Garden City Community College

The group met to continue planning the summit to be held October 10th and 11th 2013.

GCCC

- Dee Wigner was given an overview of the event. She has reserved the GCCC Fine Arts Building. If registration dictates the need for more rooms she believes GCCC can accommodate since there is no school on Friday.
- Dee will visit with Stacy, Great Western Dining on food options/costs

Food

- Determine food options for Diversity Dinner, breakfast, lunch (at GCCC or in the community) and evening. See attached information from the Clarion.
- Evening closing ceremony could be held in various locations at GCCC such as the Auditorium, cafeteria, portico or Beth Tedrow Center. Space will be needed for dancers.

Speakers

The committee discussed audience, presentation topics and speakers again.

- Diversity Dinner theme to celebrate Burma. Michelle will contact Albert Kyaw to speak. Inquire about Burmese Dancers.
- Debra will contact Steve Quakenbush to provide Garden City/Finney County History in Review. He could put together a poster board with pictures from the Historical Society of our community.
- Panel presentation – challenges of diversity in the community. Possible panel participants – Medical, Tyson, Walmart, Mendards, City (Utilities/PD (Chief Hawkins) and School District (Janie or Roy Cessna). Questions will be developed to present to a panel. Need to determine number on panel.
- Motivational Speaker for the evening of October 11th. Possible names: Hector Martinez, Dr. Arroyo, Angelica Castillo-Chappel or Janie Perkins. University speaker.
- Verna will contact a cultural competency speaker from DC to check on their availability.
- Religion



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- Employers
- Communities

Budget

- The committee needs to prepare a budget for the May 8th CRB meeting so it can be approved. Members present thought most of the costs would be food only. There might be travel expenses for speakers. Some of this could be covered through funding through Verna's organization if it is related to cultural competency.
- Determine amount to submit to CVB. \$2500 was discussed. They will help with postage costs of the invitation flyer.
- Telegram – Verna will call to see if they will sponsor.
- Michelle will visit with the Clarion to get food costs.

Marketing

- Debra will begin working on the Save the Date card. It will include logos from the City, CVB, K-State and GCCC. Would need to clarify with Janie Perkins if the school district would like to be included on the card.
- Sponsorship letter. Need to determine if we are going to send these out.