

AGENDA
CITY COMMISSION MEETING
Tuesday, November 5, 2013
1:00 P.M.

- I. Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located at Buffalo Dunes Golf Course Pro Shop to review progress on the irrigation construction project. Administrative staff will be present and the pre-meeting is open to the public.**
- II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Governing Body consideration and approval of Ms. Bonnie Bribiesca, Graphics Stitching Unlimited, to be recognized as a “Local Business” on the application for an Itinerant Merchant license at 201 W. Kansas.
 - B. Preferred Cartage Services, Inc., the owner of 1401 W. Joe McGraw Street is seeking a waiver to the eligibility requirements to participate in the Neighborhood Revitalization Program.
 - C. Preferred Cartage Services, Inc. requests to extension of the OL-2 “Up to 10 year” Tax Rebate District of the Neighborhood Revitalization Program, to include the undeveloped property (approximately 40 acres) between W. Joe McGraw Street and Thompson Street.
 - D. Governing Body consideration and approval for the Mayor to proclaim November 5, 2013 as Bev Schmitz Glass Day in honor of her years of service to Downtown Vision Inc.
- VII. REPORT OF THE CITY MANAGER.**
 - A. Staff has provided the enclosed information regarding the 2013 Fall Clean-up program.
 - B. The City has received correspondence from Cox Communications regarding a channel line-up changes.
 - C. Garden City Recreation Commission has submitted an application for a Sunflower Foundation trail grant for completion of the Finnup Park pathway. If approved, the project will complete a 1.6 mile loop around Finnup Park.
 - D. Governing Body is asked to set a date for the next Town Hall meeting.

- E. Staff has provided the following items of information for Governing Body review including the following: from Cemetery Sexton Stevenson the monthly cemetery report, and from Finance Director Hitz the monthly sales tax report.
- F. Meetings of note:
- ✓ November 2, 2013 –Banner Art Auction 2013 at the Clarion Inn at 6:00 p.m.
 - ✓ November 7, 2013 – City Commission training with Mike Conduff at City Administrative Center from 8:00 a.m. – 5:00 p.m.
 - ✓ November 7, 2013 – Black Hills Energy Utility luncheon at Samy’s Steakhouse at 12:00 p.m. – 1:30 p.m.
 - ✓ November 9, 2013 – Veteran’s Day parade at 10:00 a.m. on Main Street
 - ✓ November 9, 2013 – Hanging Lights in Stevens Park at 9:00 a.m.
 - ✓ November 12, 2013 – Groundbreaking Ceremony at Schulman Crossing at 2:00 p.m.
 - ✓ November 21, 2013 – Third Thursday from 5:00 – 8:00 p.m.
 - ✓ November 21, 2013 – Lighting Ceremony & Caroling at Stevens Park at 7:30 p.m.
 - ✓ December 7, 2013 – Tuba Christmas concert at 3:00 p.m., Evening Christmas Parade at 6:00 p.m.
 - ✓ December 19, 2013 – Third Thursday from 5:00 – 8:00 p.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2351-2013A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. Resolution No. _____ - 2013, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (1112 Harding Avenue – tree branches/limbs)
- B. Resolution No. _____-2013, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (411 Washington Street – Blue GMC Jimmy)
- C. Resolution No. _____-2013, a resolution authorizing the removal of tree nuisance from the property listed below in the City of Garden City, Kansas, pursuant to Section 94-64 of the Code of Ordinances of the City of Garden City, Kansas. (623 W. Olive Street, 1602 N. 11th Street, 811 Harold Avenue and 1112 Harold Avenue)
- D. Ordinance No. _____ -2013, an ordinance approving the rezoning of land from “C-2” General Commercial District to “I-2” Medium Industrial District; amending the zoning ordinance and the district zoning map of the city; and repealing the current zoning ordinance and district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas. (1810 Buffalo Jones Avenue)
- E. Ordinance No. _____-2013, an ordinance approving the rezoning of land from “C-2” General Commercial District to “R-3” Multiple Family Residential District; amending the

zoning ordinance, the comprehensive plan of the city, the district zoning map, and the future land use map of the city; and repealing the current zoning ordinance, comprehensive plan, district zoning map, and future land use map; all to the Code of Ordinances of the City of Garden City, Kansas. (202 College Street)

X. OLD BUSINESS.

A. Governing Body consideration of proposals to purchase the former American Legion located at 125 W. Pine Street. Information on the two proposals are included in the Commission packet.

1. Garden City Arts proposal.

2. A client of Martin Nusser (Italian Restaurant).

a) This proposal, if accepted, would require permission to extend the grandfathering of a liquor license.

XI. NEW BUSINESS.

A. The City Commission is asked to review and approve a revised 2014 Fund 55 (Health Insurance) Budget to account for a change from a self-funded insurance program to a pure premium program.

B. Governing Body consideration and initiation of the 2014 Airport Improvement Projects: AIP 3-20-0024-35 Snow Removal Equipment and AIP 3-20-0024-36 Design for reconstruction of Taxiway C west of Runway 17-35.

C. The Kansas Department of Transportation is soliciting Transportation Enhancement project requests for 2014. City Engineer Cottrell has provided a memorandum concerning potential projects.

D. The Finney County Commission is requesting Governing Body partner on an extension of the ¼ cent sales tax that will finance a judicial administrative building. To extend the LEC sales tax, the county commission will call a special sales tax election in March 2014.

E. Advisory Board Recommendations:

1. Park Advisory Board – 1 appointment

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

1. Governing Body consideration and acceptance of a right-of-way agreement with Walter and Debra Staats and corresponding deed for the Schulman Avenue project.

2. Governing Body consideration and approval of the final plat for the Smith Trust (Heritage Plaza).
3. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Stephen Cott, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City.
4. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Lara Black Bors, an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City.
5. Governing Body consideration and acceptance of an agreement between the City of Garden City, Kansas and Eric G. Tuller, DVM for veterinary services at the Animal Shelter.
6. Governing Body consideration and approval of an agreement with Pinegar, Smith & Associates for the Southwest Kansas Coalition.

7. Licenses:

(2013 Renewal)

- | | |
|--|-------------------------------|
| a) Walmart #652 | Cereal Malt Beverage |
| b) AP Mountain States, LLC | Class A General |
| c) Cleary Building Corp..... | Class A General |
| d) Kissick Construction Co., Inc..... | Class A General |
| e) ROC Service Company, LLC..... | Class A General |
| f) Conant Construction, LLC | Class B General |
| g) J. Scott III..... | Class B General |
| h) Kerry Spanier Construction | Class B General |
| i) Kinney Glass, Inc..... | Class B General |
| j) Nuzum Handyman Service..... | Class B General |
| k) Rental Enterprise..... | Class B General |
| l) Sears Home Improvement Products, Inc..... | Class B General |
| m) Square Deal, LLC | Class B General |
| n) Heineken Electric Co., Inc. | Class D-E Electrical |
| o) ALTA Refrigeration, Inc. | Class D-M Mechanical |
| p) Square Deal, LLC | Class E-SOC Specialized Other |

XII. CITY COMMISSION REPORTS.

A. Commissioner Cessna

B. Commissioner Dale

C. Commissioner Doll

D. Mayor Fankhauser

E. Commissioner Law

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

October 15, 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, October 15, 2013 with all members present. Commissioner Law opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Law moved to approve the request from the Extra Mile America Foundation to allow the Mayor to proclaim November 1, 2013 as Extra Mile Day. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Congratulations to Amy Perkins & the Service & Finance Department for the outstanding accomplishment of collecting 250 online payments during the month of September 2013.

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

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

Meetings of note:

- ✓ October 12, 2013 – Garden City Fire Department Open House at Labrador Station from 10:00 a.m. – 2:00 p.m.
- ✓ October 12-14, 2013 – League of Kansas Municipalities Annual Conference – Overland Park, Kansas
- ✓ October 17, 2013 – Downtown’s Third Thursday at 6:00 p.m. on Main Street
- ✓ October 19, 2013 – Boo! At the Zoo
- ✓ November 1, 2013 – United Way End of Drive Celebration at the Fire Station from 11:30 a.m. – 1:00 p.m.
- ✓ November 2, 2013 –Banner Art Auction 2013 at the Clarion Inn at 6:00 p.m.
- ✓ November 9, 2013 – Veteran’s Day parade at 10:00 a.m. on Main Street
- ✓ November 9, 2013 – Hanging Lights in Stevens Park at 9:00 a.m.
- ✓ November 21, 2013 – Third Thursday from 5:00 – 8:00 p.m.
- ✓ November 21, 2013 – Lighting Ceremony & Caroling at Stevens Park at 7:30 p.m.
- ✓ December 7, 2013 – Tuba Christmas concert at 3:00 p.m., Evening Christmas Parade at 6:00 p.m.
- ✓ December 19, 2013 – Third Thursday from 5:00 – 8:00 p.m.

Appropriation Ordinance No. 2350-2013A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,088,227.24,” was read and considered section by section. Commissioner Law moved to approve and pass Appropriation Ordinance No. 2349-2013A. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Steve Dyer, Garden City Area Chamber of Commerce President, spoke on behalf of local retail liquor store owners and Bill Matheson and Debbie Fief all spoke against the strict penalties in the proposed Cereal Malt Beverage and Liquor ordinances. The proposed ordinances would establish penalties for licensees whose employees or agents are convicted of selling or furnishing alcoholic liquor or cereal malt beverages to minors. Governing Body directed staff to make a few minor changes, distribute the proposed changes to license holders, and then place the CMB ordinance on a future agenda.

Ordinance No. 2624-2013, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE SIGNS AND OUTDOOR ADVERTISING; AMENDING ZONING REGULATION ARTICLE 23; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION ARTICLE 23; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2624-2013. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Ordinance No. 2625-2013, “AN ORDINANCE REGULATING BUILDING PERMITS AND SITE PLANS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION ARTICLE 1; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION ARTICLE 1; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2625-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Nay	Yea

Ordinance No. 2626-2013, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “I-1” LIGHT INDUSTRIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS, (3285 E. Fulton Street)” was read and considered section by section. Commissioner Law moved to approve Ordinance No. 2626-2013. Mayor Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Ordinance No. 2627-2013, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “P-F” PUBLIC FACILITIES DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS, (1706 & 1802 E. Spruce Street)” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2627-2013. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Ordinance No. 2628-2013, “AN ORDINANCE REGULATING PUBLIC FACILITIES DISTRICT OF THE ZONING REGULATIONS OF THE CITY OF GARDEN CITY, KANSAS; AMENDING THE ZONING REGULATIONS TO ALLOW TEMPORARY ACCESSORY USES AS A CONDITIONAL USE IN THE CITY OF GARDEN CITY, KANSAS; AMENDING ZONING REGULATION ARTICLE 12; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION ARTICLE 12; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2628-2013. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Governing Body took no action on consideration of offers by Garden City Arts to purchase the American Legion building for \$1.00, and a \$10,000 offer from Martin Nusser on behalf of Hector Gutierrez.

Advisory Board Recommendations:

Commissioner Cessna moved to appoint Ken Frey, Charlie Robinson and Darin Germann a three-year terms that begin January 2014 and end December 31, 2017 on the Airport Advisory Board. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Commissioner Cessna moved to appoint Brandon Neeb to fill a three-year term beginning November 2013 and ending December 31, 2017 on the Airport Advisory Board. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	Yea	Yea	Yea

Commissioner Law moved to approve the following:

1. Governing Body consideration and acceptance of bids received October 8, 2013 for the 2014 Crack Sealing project and authorization for the Mayor and City Clerk to execute the contracts.
2. Governing Body consideration and approval of a service level agreement with IDEATEK for a communications link.
3. Governing Body consideration and approval for a residential lease agreement between the City of Garden City, Kansas and Kenneth and Karen Powell for 2321 N. Eighth Street.
4. Governing Body acceptance of a deed from Mosaic Housing Corp. XX – Garden City for right-of-way on Schulman Avenue.
5. Quit Claim Deed from Kenneth &/or Carol Savoy transferring Space 6; Lot 38; Zone J of Valley View Cemetery to the City of Garden City, Kansas.
6. Licenses:

(2013 Renewal)

- | | | |
|----|----------------------------------|-------------------------------|
| a) | McGraw Fencing & Repair | Class E-SOC Specialized Other |
| | (2013 New) | |
| b) | LSX Construction, LLC | Class A General |
| c) | Sega, Inc. | Class A General |
| d) | C&K Construction & Service | Class D-P Plumbing w/ Gas |
| e) | Boco Buildings | Class E-SOC Specialized Other |

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Absent	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 Law congratulated Amy Perkins and the Service & Finance department for getting 250 online payments.

Commissioner Cessna congratulated Amy Perkins. Commissioner Cessna thanked City staff for their help on the agenda items. Commissioner Cessna thanked Chamber of Commerce President Steve Dyer for his efforts on the cereal malt beverage and liquor license issue.

Commissioner Dale was absent.

Commissioner Doll had no comments.

Mayor Fankhauser had no comments.

THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

October 8, 2013

The special 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, October 8, 2013 with all members present. Mayor Fankhauser opened the meeting.

Resolution No. 2551-2013, "A RESOLUTION AUTHORIZING ISSUANCE OF TEMPORARY IMPROVEMENT NOTES, SERIES C, 2013 IN THE PRINCIPAL AMOUNT OF \$9,340,000 OF THE CITY OF GARDEN CITY, KANSAS, FOR THE TEMPORARY FINANCING OF A PORTION OF THE COSTS OF ACQUIRING AND CONSTRUCTING CERTAIN IMPROVEMENTS IN THE CITY AND ESTABLISHING THE TERMS AND CONDITIONS OF THE TEMPORARY IMPROVEMENT NOTES," was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2551-2013. Commissioner Law seconded the motion. The vote was take by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the final plat of the Samy Addition. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Dan Fankhauser, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Petitions

Graphic Stitching Unlimited
PO Box 33 – Holcomb, KS 67851
620-260-8739

October 28, 2013

To Whom It May Concern:

I am requesting a permit to operate my mobile embroidery business at the vacant lot west of Team Electronics, 201 W. Kansas, Garden City, KS. I have set up at that location for the past several years. While there, I provide embroidery services from November 29, 2013 through December 24, 2013.

I have been in the embroidery business since 1990 and have a permanent location in Finney County, in Holcomb, KS. I respectfully request a reduced fee permit to operate my business within the city limits of Garden City, KS. Thank you for your consideration.

Sincerely,



Bonnie Bribiesca, Owner
Graphic Stitching Unlimited



10-29-13

To whom it may concern:

Graphics Stitching has my permission to temporarily locate their business on the vacant lot just west of Team Electronics from 11/25/13 thru 12/31/13

Frank Schmale

Frank Schmale
Team Electronics

NON-LOCAL ITINERANT MERCHANT LICENSE APPLICATION



Date: 10/22/13

1. Name of Business
Graphic Stitching

2. Names and birth dates of all who will be working under this license. Please provide copies of Driver's Licenses or State issued ID's. (continue on back if needed)

Name	DOB	Dr License #
<u>Bonnie Bribiesca</u>	<u>12-1-68</u>	<u>K00-69-5223</u>

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

2. Have any of the above mentioned been convicted of a felony? If yes, explain.
NO

3. Address of applicant
PO Box 33, Holcomb KS 67851

4. Kansas State Sales Tax # (must attach copy)
004-K13341738F01

5. Briefly describe the nature of the business.
Monogramming

MATTHEW C. ALLEN
City Manager

6. Location where business will be conducted. (Must provide written permission from property owner.)
201 Kansas Garden City KS

MELINDA A. HITZ, CPA
Finance Director

7. Trade references (past customers)

Name	Address
<u>Finney Co Transit</u>	<u>Garden City KS</u>
<u>First Natl Bank</u>	<u>Holcomb, KS</u>

RANDALL D. GRISELL
City Counselor

8. Period of time for which license is to be issued:
Nov 29, 2013 - Dec 25, 2013

9. Fee (\$300 per day/\$900 per month)
Bribiesca 10/22/13

Applicant signature Date

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

For office use only

Receipt #	City Clerk
License#	Police Dept.
Dates Valid	



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: October 30, 2013
Re: Waiver Request to the Eligibility Requirements to Participate in the Neighborhood Revitalization Program – 1401 W Joe McGraw Street

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

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

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

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

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

ISSUE: Preferred Cartage Services, Inc., the owner of 1401 W Joe McGraw Street, is seeking waiver to the eligibility requirements to participate in the Neighborhood Revitalization Program (the Program).

BACKGROUND: The owner claims that they are just now learning about the Program because the contractors they used on their project were from out of town and did not know about the Program. They would now like to apply for participation in the Program. The owners are aware that the time limitations outlined in the Program regulations have been exceeded and are therefore requesting a waiver from those restrictions.

The application paperwork states that the completed application must be turned in to the Community Development Department within 180 days of obtaining a building permit for the qualifying project. The application also states that applicants are also required to submit proof of paid taxes to participate in the Program. The applicant obtained a building permit on June 4, 2012, as of the date of this meeting 519 days have passed since that time. Because the applicant exceeded the 180 day rule, the application Staff informed Preferred Cartage that they were ineligible for the Program.

The 2012 taxes for the property have yet to be paid in full, so the applicant has not missed out on any potential rebate at this time. Preferred Cartage has submitted a completed application which may be processed presently if the Commission approves of the waiver request.

Alternatives:

1. The City Commission may waive the 180 day time limit to allow the property into the Program.
2. The City Commission may choose to not waive the requirement and continue to exclude the property from the Program.

Recommendation: Due to the length of time that has passed since the permits for the project were pulled, Staff is unable to recommend approval of the request.

Fiscal Note: Any rebates issued to the applicant will be deducted from the amount normally received by the City and the other taxing jurisdictions in property taxes. At this time the amount of possible rebates are unknown.



www.preferredcartage.com

1401 W Joe McGraw Street, P O Box 1034, Garden City, KS 67846
(620) 276-8080 phone, (620) 276-8477 fax

October 29, 2013

To: Mayor Fankhauser and City Commissioners

From: Preferred Cartage, Brett McGraw

RE: Request for a Waiver from Requirements for the Neighborhood Revitalization Program Application

Dear Mayor Fankhauser,

On behalf of Preferred Cartage, whom I represent, I am requesting a waiver from the requirements of the Neighborhood Revitalization Program application requirement to submit a completed application within 180 days of the issuance of building permits for the project. Preferred Cartage used Hansen-Rice, Inc. as a contractor on the project and they were unaware of the Neighborhood Revitalization Program when they pulled the permits on June 4, 2012. My clients only recently learned of the Program and would like to participate, we therefore respectfully request the Commission waive the time limitation requirements and allow my client to participate.

At this time the 2012 taxes have not been paid in full therefore Preferred Cartage will still be able to maximize the possible rebate. We have the completed application ready to turn in to Planning Department Staff so that there will be no further delay in the process.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brett McGraw", is written over a faint, larger version of the signature.

Brett McGraw



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: October 30, 2013
Re: Request to extend the OL-2 Up to 10 Year Tax Rebate District of the Neighborhood Revitalization Program

ISSUE: A request to extend the OL-2 Up to 10 Year Tax Rebate District of the Neighborhood Revitalization Program.

BACKGROUND: Jamie Bierra, a realtor representing Caleb Land Company, LLC, is requesting the City Commission authorize an extension of the OL-2 Up to 10 Year Tax Rebate District to include the vacant forty (40) acre "I-2" Medium Industrial Zoned property between the drainage ditch and Thompson Street west of Taylor Avenue. The property is currently located within the OL-1 Up to 7 Year Tax Rebate District. Currently the OL-2 District's northern boundary is the drainage ditch.

Mr. Bierra's chief reason for the request is that he feels the change from the OL-1 to the OL-2 district will make the property more marketable.

Alternatives:

1. The City Commission may extend the OL-2 District boundary to include the property as requested.
2. The City Commission may choose to not extend the boundary of the district.

Recommendation: Staff is unable to recommend approval of the request.

Fiscal Note: If the boundary of the district is extended it would delay the increase of tax revenue from any projects at that location for three additional years over what is currently possible.

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

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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

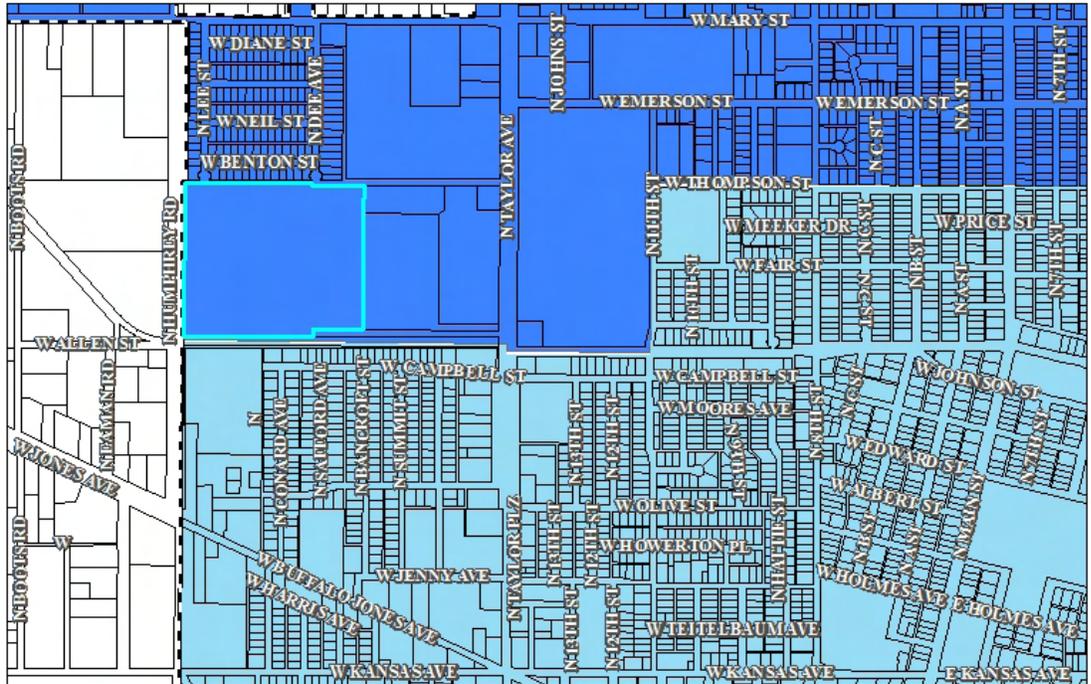
GARDEN CITY, KS

67846-0998

620.276.1170

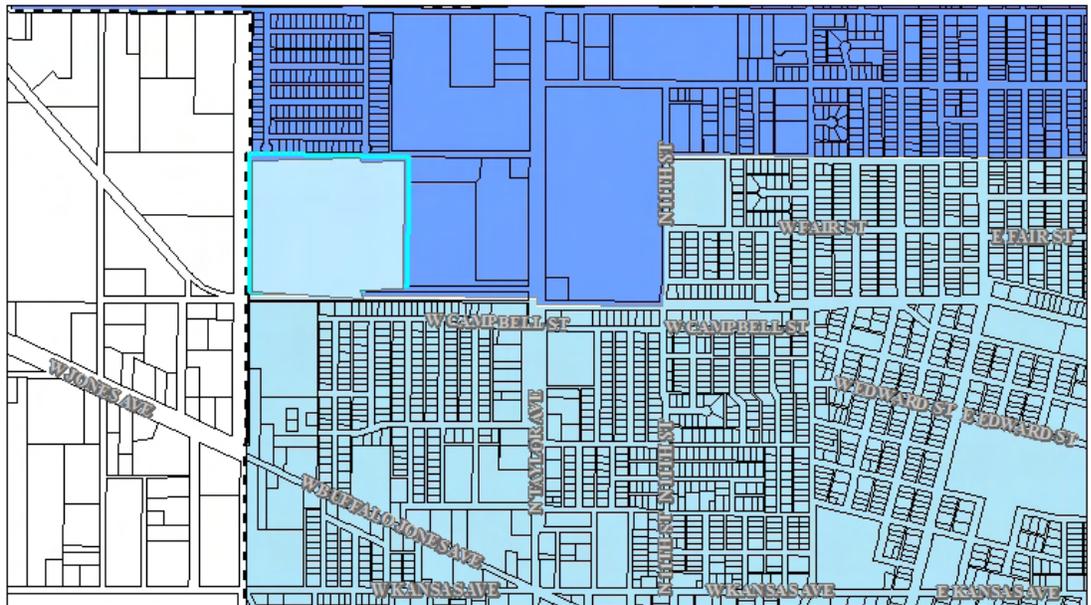
FAX 620.276.1173

www.garden-city.org



Current Neighborhood Revitalization Map

0 360 720 1,440 Feet



Neighborhood Revitalization Map with Requested Property Included in the OL-2 District

0 300 600 1,200 Feet



www.ReganAndCo.com

423 N. Main
Garden City, KS 67846

620-276-3525 Office
620-276-1865 Fax

10/30/2013

City of Garden City
City Commissioners

Commissioners,

I am requesting the 7 year Neighborhood Revitalization Program (NRP) currently in place for the 40 acres of industrial land located on West Joe McGraw Street be converted to the 10 year NRP. The NRP boundary dividing the 7 year and 10 year is directly south of the subject.

The reason for the request is to have a more marketable property to potential buyers. That help is needed as this property has been on the market for a total of over 15 months with zero sales.

Currently, the subject has approximately \$640k of specials attached to it (+/- \$16k/acre). Most likely, there will be additional infrastructure costs incurred before the subject is fully developed and sold. Meaning, the current pricing may need to go up. If that cost is delayed until late into the development, that means that the additional infrastructure cost would be spread over a smaller number of acres resulting in even higher pricing for the latter acres in the development.

The impact of the conversion from the 7 year to 10 year NRP for this area would assist in making the purchase more financially feasible for potential buyers.

Sincerely,

Jamie Biera

620-805-2616 m

PROCLAMATION

- WHEREAS,** Beverly Schmitz Glass has devoted more than seven years to serving the residents and businesses of Garden City and in her role as the Executive Director of Garden City Downtown Vision; and
- WHEREAS,** During her tenure, Beverly Schmitz Glass has demonstrated exceptional leadership and saw 12 new second story residences open, and 23 empty storefronts reduced to fewer than five; and
- WHEREAS,** Under her leadership, Downtown Vision has seen significant growth in the annual FallFest event that in 2013 had more than 6,000 participants; and
- WHEREAS,** Beverly Schmitz Glass has launched and grown the Banner Art Project; and
- WHEREAS,** During her tenure, more than \$10 million has been reinvested into the Downtown district;

NOW, THEREFORE, I, Dan Fankhauser, Mayor of the City of Garden City, Kansas, do hereby proclaim November 5, 2013 as

Beverly Schmitz Glass Day

in Garden City, Kansas and urge all citizens to acknowledge and express their sincere appreciation and thanks for her service to this community, and highly commend her for the manner in which she has carried out her responsibilities and duties as Executive Director of Downtown Vision.

SIGNED AND SEALED this 5th day of November, 2013.

Dan Fankhauser, *Mayor*

ATTEST:

Celyn Hurtado, City Clerk

Report of the City Manager



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

MEMORANDUM

TO: Governing Body
FROM: Bill Matheson, Street Superintendent
DATE: October 18, 2013
SUBJECT: 2013 Community Fall Cleanup Report

Issue

The community wide fall cleanup was completed between September 30 and October 11. Staff has included information for the Governing Body's review.

Background

During the cleanup event, the city crews:

- Collected 188 tons of waste
 - 186 loads hauled to the landfill
- 320 tires collected and disposed
- 114 loads of trees were hauled to the Kiddie Pond for grinding into mulch

We would like to thank our partners, Waste Connections and Finney County for their continued support. Their involvement makes this program possible by waiving their tipping fees for the two weeks of cleanup. The only fee not waived is the State tipping charge of \$1.00 per ton. We would also like to thank Juarito's Tires for the reduction in price of rim removal during the cleanup.

I would like to thank the City Employees for their service in providing this popular service to the community. They worked efficiently and safely.

Included for your review is a comparison chart of past clean-up quantities and costs.¹

Fiscal note

This year's Fall Cleanup costs to the City of Garden City were \$18,515.00.

¹ Spring and Fall Clean-Up Report

**CITY OF GARDEN CITY
SPRING AND FALL CLEAN-UPS**

	2013		2012		2011		2010		2009	
	Fall	Spring								
Labor - Hours	881	737	12,880	12,168	908	835	882	919	861	923
Fuel - Quantity	1,077	916	3,839	2,794	925	586	1,136	1,028	825	811
Appliances (loads)	-	-	-	-	-	-	-	-	-	1
Trees (loads)	114	150	-	-	177	40	209	52	35	88
Tires - Quantity	320	193	873	909	185	173	296	407	312	261
Rim Removal	4	9	210	180	22	21	14	22	57	48
Loads to Landfill	186	135	-	-	154	119	138	165	122	155
Tonnage	188	130	170	165	165	111	136	170	160	165
INCURRED EXPENSES FOR THE CITY										
Labor	\$ 13,029	\$ 10,546	\$ 12,880	\$ 12,168	\$ 11,263	\$ 9,365	\$ 10,966	\$ 10,784	\$ 10,831	\$ 10,572
Fuel	\$ 4,072	\$ 3,503	\$ 3,839	\$ 2,794	\$ 3,346	\$ 2,341	\$ 3,363	\$ 2,996	\$ 2,032	\$ 1,649
Passenger Tires	\$ 960	\$ 579	\$ 873	\$ 909	\$ 555	\$ 519	\$ 825	\$ 864	\$ 864	\$ 729
Truck Tires	\$ 40	\$ 54	\$ 210	\$ 180	\$ 220	\$ 126	\$ 114	\$ 678	\$ 114	\$ 54
Tractor Tires	\$ 217	\$ 93	\$ 31	\$ 32	\$ 31	\$ 31	\$ 32	\$ 186	\$ 80	\$ 144
Rim Removal	\$ 10	\$ 60	\$ 37	\$ 18	\$ 115	\$ 57	\$ 53	\$ 77	\$ 171	\$ 144
Regular Tonnage	\$ 188	\$ 148	\$ 170	\$ 165	\$ 177	\$ 128	\$ 151	\$ 188	\$ 319	\$ 165
White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late Tonnage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24	\$ -	\$ -	\$ -	\$ -
Late White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue for White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES:	\$ 18,515	\$ 14,982	\$ 18,040	\$ 16,266	\$ 15,706	\$ 12,591	\$ 15,503	\$ 15,773	\$ 14,411	\$ 13,457
LOST REVENUES FOR WASTE CONNECTIONS										
Regular Tonnage	\$ 7,443	\$ 5,159	\$ 5,424	\$ 7,261	\$ 6,419	\$ 4,336	\$ 4,903	\$ 6,149	\$ 5,763	\$ 5,969
LOST REVENUES FOR FINNEY COUNTY										
Regular Tonnage	\$ 188	\$ 130	\$ 137	\$ 183	\$ 165	\$ 111	\$ 136	\$ 170	\$ 160	\$ 165



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

October 14, 2013

Mr. Dan Fankhauser
P.O. Box 499
Garden City, KS 67846

Dear Mr. Fankhauser,

On or after Tuesday, Oct. 15, the following channel names will change:

- SWRV (channel 900) will convert to MC PLAY
- SWRV HD (channel 2900) will convert to MC PLAY HD

This is a change initiated by the providing programmer, and the content on this channel remains the same.

Cox is required by law to notify customers of any changes to our channel lineup. We are meeting this obligation through a bill message notification to customers.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at (785) 215-6720 or coleen.jennison@cox.com.

Best Regards,

A handwritten signature in cursive script that reads "Coleen Jennison".

Coleen Jennison
Government Affairs Director
Cox Communications

Staff Reports

City Manager / Cemetery Report October 2013

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	17	10	0	\$ 1,850.00	\$ 1,755.00	\$ 5,275.00	
SMG	2	0	0			\$ 900.00	\$ 905.00

Total Revenue	\$ 10,685.00
----------------------	---------------------

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

Spaces Reserved: Payments collected from reserved spaces

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

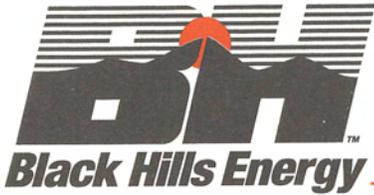
CITY OF GARDEN CITY, KANSAS
ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	110,613	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987
FEBRUARY	116,101	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048
MARCH	76,790	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757
APRIL	106,447	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735
MAY	68,320	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823
JUNE	101,351	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745
JULY	111,185	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623
AUGUST	99,497	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331
SEPTEMBER	80,911	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303
OCTOBER	* 91,376	107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503
NOVEMBER	82,002	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	
DECEMBER	73,954	75,058	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	
TOTAL RECEIPTS	<u>1,118,546</u>	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,131,855</u>
PERCENTAGE CHANGE	8.60%	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	

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

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

Meetings of Note



Larissa Long
Senior Manager - External Affairs
KANSAS NATURAL GAS
larissa.long@blackhillscorp.com

601 N. Iowa
Lawrence, KS 66044
P: 785.832.3918
F: 785.832.3905

October 7, 2013

Matt Allen, City Manager
City of Garden City
P. O. Box 499
Garden City, KS 67846

Dear Mr. Allen:

Black Hills Energy cordially invites you, the city commission, city clerk, city finance director, public works director, fire chief and city attorney to join us for a luncheon meeting at Samy's Steakhouse on Thursday, November 7. We'll begin at 12:00 noon and conclude by 1:30 p.m.

We have also extended invitations to Finney County officials and chamber and economic development representatives.

Lon Meyer, interim general manager for BHE's Kansas operations, will provide information about Black Hills Corporation as well as an update on our state and local activities. In addition to our local management team, representatives from other departments will attend the meeting, including economic development and external affairs.

We believe the information will be of interest to the city and hope everyone can join us that day. In order to properly plan for the meeting, I will contact the City Clerk on October 30 for the number of city attendees.

Sincerely,

Larissa Long



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

MONTH RECEIVED	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
JANUARY	407,469	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705
FEBRUARY	440,061	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511
MARCH	273,056	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745
APRIL	380,780	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491
MAY	241,167	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623
JUNE	358,841	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940
JULY	408,343	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262
AUGUST	311,866	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212
SEPTEMBER	303,113	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341
OCTOBER	374,010	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467
NOVEMBER	320,162	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	
DECEMBER	271,436	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	
TOTAL RECEIPTS	<u>4,090,304</u>	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>4,944,297</u>
PERCENTAGE CHANGE	10.72%	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City, and

WHEREAS, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 38-139, the Public Officer is hereby authorized to abate the following nuisance conditions:

1112 Harding Avenue- Tree Branches/Limbs scattered on property

SECTION 2. The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of November, 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain a motor vehicle nuisance on private property within the City of Garden City, and

WHEREAS, the residents and/or owners of the private property at the addresses listed herein have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution the Public Officer is hereby authorized to abate the following motor vehicle nuisance conditions:

411 Washington Street – Inoperable and/or unregistered-Blue GMC Jimmy

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of November 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

411 Washington Street



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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF TREE NUISANCE FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 94-64 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain dead and/or diseased trees on private property within the City of Garden City, and

WHEREAS, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 94-3 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 94-64, the Public Officer is hereby authorized to abate the following nuisance conditions:

623 W. Olive Street- Dead and/or Diseased Tree(s) on property
1602 N. 11th Street- Dead and/or Diseased Tree(s) on property
811 Harold Avenue- Dead and/or Diseased Tree(s) on property
1112 Harding Avenue-Dead and/or Diseased Tree(s) on property

SECTION 2. The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of November, 2013.

Dan Fankhauser, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

623 W. OLIVE STREET



1602 N. 11TH STREET



811 HAROLD AVENUE



1112 HARDING AVENUE



410 EVANS STREET



STAFF REPORT
GC2013-81: Rezone 1810 Buffalo Jones from "C-2" General Commercial District to "I-2" Medium Industrial District

GENERAL INFORMATION

Date:	September 17, 2013	Jurisdiction:	Garden City
Owner:	Black Hills Energy, Mark McGauhey/Henry Cruz		
Applicant:	Black Hills Energy, Mark McGauhey		
Requested Action:	Rezone to "I-2" Medium Industrial District		
Purpose:	Rezone to Sell Property to Black Hills		
Location address:	1810 Buffalo Jones Avenue		
Comprehensive Plan:	Proposed land use is consistent with the Comprehensive Plan		
Sites Existing Zoning:	"C-2" General Commercial District		
Surrounding Zoning:	North "I-2" Medium Industrial and "R-3" Multiple Family Residential Districts South "I-3" Heavy Industrial District East "C-2" General Commercial and "R-3" Multiple Family Residential Districts West "C-2" General Commercial District		
Land Area:	Contains 3.25 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. Black Hills Energy has the property under contract and would like to rezone it to the "I-2" District to move their operations to this location.
2. The site is currently being used as a convention center.
3. There is a vacant lot to the north of the property across Buffalo Jones that is zoned "R-3" and three houses to the southeast of the site.
4. The Comprehensive Plan shows this area as Commercial/Industrial/Residential Potential.
5. The applicant shall comply with all "I-2" Medium Industrial District regulations including but not limited to the screening of any outdoor storage areas with a six foot (6') fence or wall and all parking and building requirements.
6. There does not appear to be any environmental issues on the property.

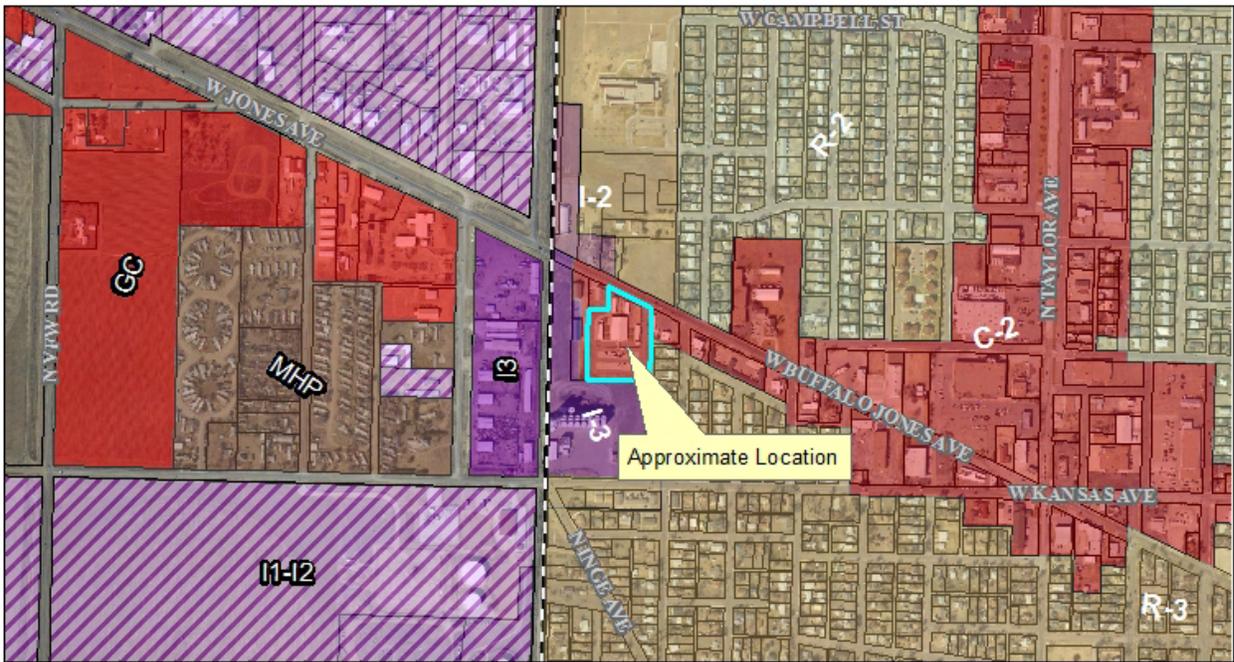
RECOMMENDATION

Staff recommends approval of the rezoning request.

PLANNING COMMISSION RECOMMENDATION: Approved.

Present: 6

Rezoning Request
Yea – 6
Nay – 0



Case Number: GC2013-81
 Applicant: Black Hills Energy Corp.
 Address: 1810 Buffalo Jones Ave.
 Request: Rezone from "C-2" to "I-2"





View of Property to the North and East of Site



View of Property to the Northwest of site

View of Property to the West of Site



View of the Site from the North



View of Property to the East of Site

ORDINANCE NO. _____

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

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

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

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

Tract No. 1:

Starting at the South Quarter Corner of Section Twelve (12), Township Twenty-four (24) South, Range Thirty-three (33) West of the 6th P.M., in Finney County, Kansas, thence East along the South line of said Section 12 a distance of 535 feet, thence North on a line making an angle to the NW of 90°01' a distance of 551.7 feet to the actual point of beginning, thence NW of 90°01' a distance of 122 feet, thence North at an interior angle of 89°59' a distance of 441.99 feet to the South line of Jones Avenue, thence Southeasterly at an interior angle of 65°27' a distance of 134.16 feet, thence South at an interior angle of 114°33' a distance of 386.2 feet to the point of beginning.

And

Tract No. 2:

Starting at the South Quarter Corner of Section Twelve (12), Township Twenty (24) South, Range Thirty (33) West of the 6th P.M., in Finney County, Kansas, thence East along the South line of said Section 12 a distance of 535 feet, thence North on a line making an angle to the NW of 90°01' a distance of 551.7 feet, thence West on a line making an angle to the Northwest 90°01' a distance of 122 feet to the point of beginning; thence continuing West on the same course a distance of 300 feet, thence North at an interior angle of 89°50' a distance of 146.33 feet, thence East at an interior angle of 90°19' a distance of 65 feet, thence North at an interior angle of 269°50' a distance of 228.64 feet, thence East at an interior angle of 90°10' a distance of 104.4 feet, thence North at an interior angle of 269°50' a distance of 117.5 feet to the South line of Jones Avenue, thence Southeasterly at an interior angle of 65°36' a distance of 121.68 feet, thence South at an interior angle of 114°33' a distance of 441.98 feet to the point of beginning. Except the West 85 feet thereof.

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

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

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 4th day of November, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

STAFF REPORT
GC2013-75 and 76: Comprehensive Plan Amendment and
Rezone 202 College Street from “C-2” General Commercial to
“R-3” Multiple Family Residential District, Garden City, KS

GENERAL INFORMATION

Date:	September 9, 2013	Jurisdiction:	Garden City
Owner:	Gail Lee, Lee Properties		
Applicant:	Gail Lee		
Requested Action:	Comprehensive Plan Amendment and Rezoning from “C-2” to “R-3” District		
Purpose:	Rezone to Build Apartments		
Location address:	202 College Street		
Comprehensive Plan:	Proposed land use is inconsistent with the Comprehensive Plan		
Sites Existing Zoning:	“C-2” General Commercial District		
Surrounding Zoning:	North	“R-3” Multiple Family Residential District	
	South	“C-2” General Commercial District	
	East	“C-2” General Commercial District	
	West	“R-3” Multiple Family Residential District	
Land Area:	Contains 0.82 acres +/-		
Notice Date:	This project was published and noticed by mail as required by code.		

COMMENTS & REQUIRED IMPROVEMENTS

1. The Applicant would like to rezone this property to build apartment units. The lot is currently vacant and appears to have been vacant of buildings for at least twenty years.
2. The only use over the last twenty years has been temporary storage of dirt from construction projects in the area.
3. There are apartments to the north, duplexes and single family homes to the west, a nonconforming single family home and various commercial uses to the east, and commercial uses to the south of the location
4. The Comprehensive Plan for the City shows this area as Commercial Potential, therefore the Plan should be amended prior to rezoning the property.
5. Any current Environmental Code issues on the property should be resolved prior to rezoning, e.g. weeds.

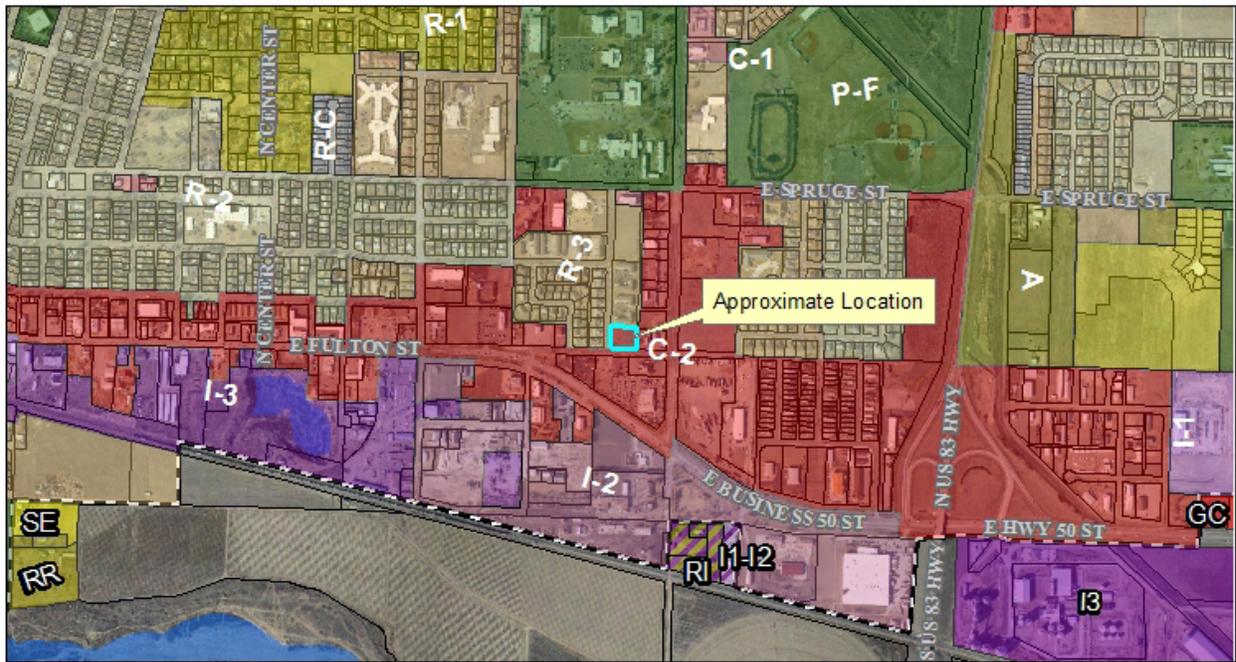
RECOMMENDATION

Staff is unable to recommend approval of the Comprehensive Plan amendment request. Staff is also unable to recommend approval of the rezoning request without approval of Comprehensive Plan amendment request.

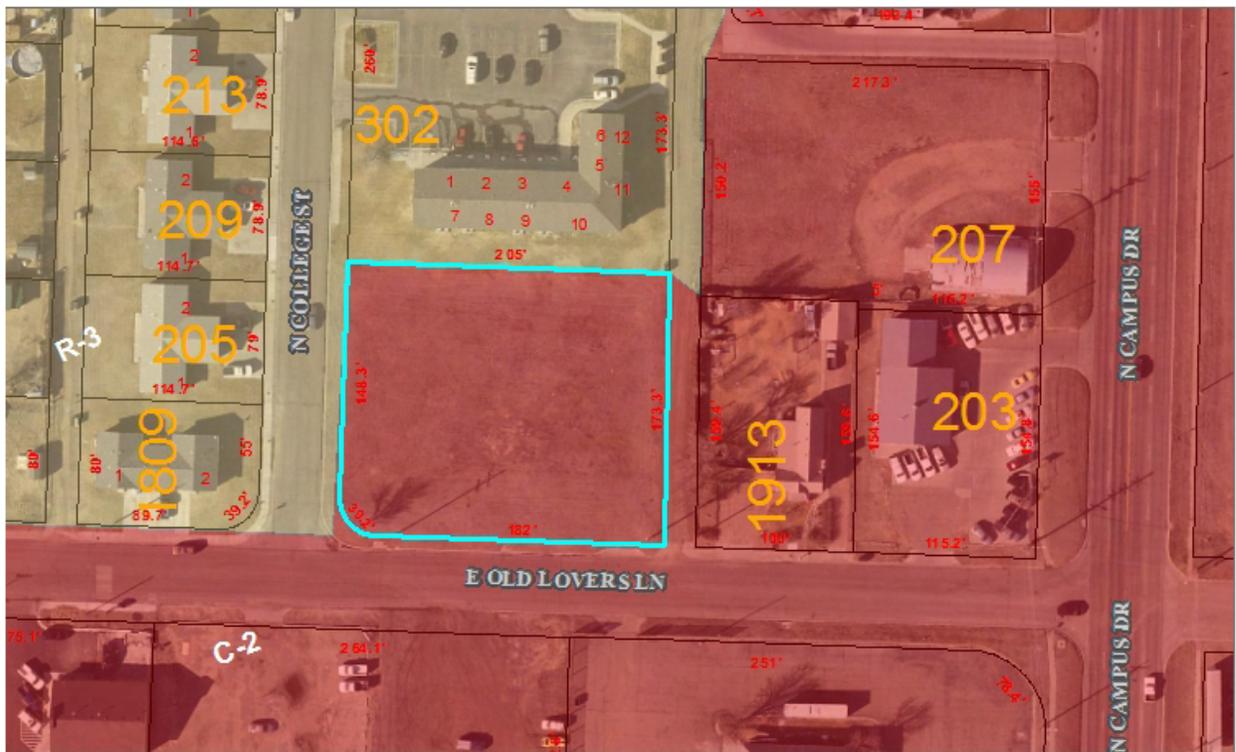
PLANNING COMMISSION RECOMMENDATION: Approved.

Present: 6

Comp Plan Amendment	Rezoning Request
Yea – 6	Yea – 6
Nay – 0	Nay – 0



Case Number: GC2013-75
 Applicant: Lee Properties
 Address: 202 College St.
 Request: Rezone from "C-2" to "R-3"





View of Site from the Northwest



View of Site from the Southwest



View of Neighborhood West and North of Site



View of Neighborhood South and East of Site



View Neighborhood South and West of Site



View of Properties East of Site

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE REZONING OF LAND FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, THE DISTRICT ZONING MAP, AND THE FUTURE LAND USE MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, DISTRICT ZONING MAP, AND FUTURE LAND USE MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

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

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

Lot Four (4), Block One (1), Campus Gardens West, an Addition to the City of Garden City, Kansas, according to the recorded plat thereof,

EXCEPT AND SUBJECT to easements, restrictions and reservations of record, prior mineral reservations, building and use restrictions, and unmatured special assessments, if any.

SECTION 2. The "Future Land Use Map" of the City of Garden City, Kansas, adopted by Ordinance No. 2469-2010 with all amendments thereto, is hereby amended as follows:

The boundary of Two or More Family Residential Potential overlay is hereby amended to include the following described real property:

Lot Four (4), Block One (1), Campus Gardens West, an Addition to the City of Garden City, Kansas, according to the recorded plat thereof,

EXCEPT AND SUBJECT to easements, restrictions and reservations of record, prior mineral reservations, building and use restrictions, and unmatured special assessments, if any.

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

SECTION 4. The current Zoning Ordinance, the District Zoning Map, and the Future Land Use Map of the City of Garden City, Kansas, as previously existing and amended, be and the same hereby are repealed, to be replaced as specified in this ordinance.

SECTION 5. That this ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 4th day of November, 2013.

DAN FANKHAUSER, Mayor

ATTEST:

Celyn N. Hurtado,
City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL,
City Counselor

Old Business



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 1, 2013
Re: Proposal for the Purchase of the American Legion Building

Issue: A proposal for the purchase of the American Legion Building.

Background: The RFP process undertaken the latter part of 2012 and early 2013 for the use of the American Legion Building ended with no decision on use or disposition of the property. That process had some deficiencies which became apparent over time. Last June, staff was directed to have the building appraised to set a value for outright sale of the building. On September 6th, the Governing Body set the listing price of the building at \$60,000.

At the October 1, 2013, meeting, the City Commission heard a request from Jeffery Weeast, on behalf of Garden City Arts, concerning an offer to acquire the American Legion Building for \$1.00. At the October 15 meeting a written proposal was been submitted for Governing Body consideration. At that time there was a second proposal that had been submitted, but was submitted too late to make the agenda for the meeting.

The second proposal is an offer to purchase the Building for \$10,000.00 and convert it to an Italian restaurant with a bar. The applicant has a letter of support from the Church of the Brethren and a conceptual floor plan which have been attached to this memo.

Alternatives: The Governing Body may:

1. Accept the Restaurant proposal as submitted.
2. Make a counter offer to Restaurant proposal.
3. Accept a competing offer from Garden City Arts as submitted.
4. Make Counter offer to Garden City Arts' proposal.
5. Reject the proposals and continue marketing the property for sale at the \$60,000 price previously determined.
6. Defer action until a later date.

Recommendation: Staff requests direction from the Governing Body regarding this matter.

Fiscal Note: The fiscal impact to the City could be positive from revenues received from the sale the property, and from the avoidance of further expense in maintenance. Selling the building to a for-profit entity will also result in future property tax revenues.

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

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

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

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

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

**Garden City Arts Proposal to the
City of Garden City for the
Purchase of the Former American Legion Building**

SUMMARY

Garden City Arts, a 501(c)(3) art organization, makes the offer to the City of Garden City to purchase the former American Legion Building for the price of \$1.00. Garden City Arts intends to assist in the revitalization of Garden City Downtown by creating an artistic center in an underutilized building near the hub of Downtown. Garden City Arts initially intends to renovate the upstairs of the building for use as a Gallery. ADA compliance issues for the public space will be addressed in the first stages of the renovation. In the future, Garden City Arts will maximize and repurpose the downstairs to allow for staff office space, workshop areas and studios for artists in residence.

Garden City Arts is committed to the integrity of the building. Garden City Arts will seek nomination to the Historic Register to assist in the renovation of the building and preserving the spirit of the building.

Garden City Arts intends to have the Gallery open to the public within 3-6 months of acquiring the building.

HISTORY OF GARDEN CITY ARTS

**The mission of the Garden City Arts is to enrich lives and encourage creativity
through the arts.**

Founded in 1989, Southwest Arts & Humanities Council (SAHC) came about after approximately a year of community discussion and a perceived need for an arts council with a non-profit status. The community recognized the value of several arts entities, including the Sandhills Arts Association, the Piano Guild, Skip Mancini at GCCC, Southwest Kansas Live on Stage, a small gallery at GCCC, and the recreation commission — very much the same as today. What was lacking was a central organizational group or structure to pull the organizations together to assist each other.

Out of the early meetings and initial community needs assessments, the council has enhanced our city in the following ways:

- ❖ Initiated an arts “Calendar” for the community. This calendar included events in Liberal, Dodge City and smaller communities in Southwest Kansas, and was distributed to many of our local businesses and mailed to the membership and other communities in Southwest Kansas.
- ❖ An Artist in Residency Program was initiated. This program began after noting a lack of elementary art education in Garden City. Grants were written and matching funds were procured by USD 457 and a new program developed. Without SAHC it is doubtful that our children would be experiencing art, for it is now being taught in all grade levels in

USD 457. Thanks to this organization this was a major life enhancing project for this community.

- ❖ Lon and Donna Wartman, along with Bonnie Talley and Dave Sweley worked to initiate the inaugural Tumbleweed Festival. The Southwest Arts and Humanities Council stayed with that group for about one year. The Tumbleweed Festival remains a strong, vital community event for the city.
- ❖ The Banner Art Auction was initially created by SAHC before being passed on to Bev Glass at Downtown Vision.
- ❖ In 2001, the group opened its Main Street gallery, the ArtsCenter on Main. Last year, marked the 10th anniversary and our 11th year has seen growth in activities, traffic and funding .
- ❖ Over the years, the sculpture committee has worked to fund and install seven public art displays, six of which are sculptural with one mural. These installments have added to the aesthetic value of our downtown area.
- ❖ Each year the organization's film committee selects 10 films to show in their Second Friday Film series. The movies would otherwise not be seen in Garden City and are made available to the public free of charge.

Most recently, Southwest Arts & Humanities Council changed its name to Garden City Arts. Our mission remains, to enrich lives and encourage creativity in the arts. While the organization has dealt with recession and elimination of state funding, it maintains its vision to improve our community. We have a vision for a vibrant, thriving arts district in Downtown Garden City, one that bring visitors willing to shop with our local retailers.

PRESENT AND FUTURE OF GARDEN CITY ARTS

Garden City Arts is proud of the bright future ahead. While we look at a diversity of events to bring to Garden City, we know we can do more.

Garden City Arts is currently led by its Executive Director, Laurie Chapman, and a volunteer Board of Directors which includes: Lara Bors, President; Nancy Harness, Vice-President; Elizabeth Baker, Secretary; Risa DeVaney, Treasurer; Juliann Morland DaVee, Corresponding Secretary; Jeffrey Weeast, Past President; Deb Huber, Dominic Varricchio, Julie Nelson, Caitlyn Hanneman, and Katy Hopson as Board Members.

Below, is the calendar for Garden City Arts for the next six months – with no facility changes:

October

- 8, 15, 22, 29 - Garden on the Gogh (workshop for at-risk students)
- 10, 17, 24 - Walls & Halls workshop (students between 4th and 12th grade)
- 12 - Coffee at the Gallery in conjunction with multi-cultural conference
- 17 - Third Thursday - reception for Shift Center
- 18, 24, 25 - Art Days (all-day workshop for students on district in-service days)
- 25 Latino Writer's Collective student poetry workshop & public reading

November

- 1 - VIP reception for Day of the Dead 5:30 p.m., exhibit reception 6 to 8
- 2 - Dia de los Muertos/Day of the Dead Arts & Culture Festival 3-11 p.m.
- 3 - Exhibit at Finney County Historical Society from 1:30 - 3 p.m.
- 5, 12, 19 - Garden on the Gogh student workshop - *class size limited to 25*
- 7, 14, 21 - Walls & Halls student workshop - *class size limited to 25*
- 16 - Becoming VanGogh - program for Girl Scouts - *limited to 30 girls*
- 21 - Third Thursday - artist workshop - *class size limited to 12*

December

- 3 and 10 - Garden on the Gogh student workshop
- 5 and 12 - Walls & Halls student workshop
- 7 - artist reception from 4 to 6 p.m.
- 14 - Inocente - documentary screening, student art reception/fundraiser
- 19 - Third Thursday - artist workshop

January

- 6 - Art Days - *Class is limited to 20 students*
- 14, 21, 28 - Garden on the Gogh student workshops
- 16, 23, 30 - Walls & Halls student workshops
- 17 & 18 - Mystery at the Gallery - Girl Scout sleep over event - *limited to 30*
- 21 - Annual meeting
- 24 - Art Days

February

- 4, 11, 18, 25 - Garden on the Gogh student workshop
- 6, 13, 20 - Walls & Halls student workshop
- 15 - Amore - Funding for the arts
- 21, 27, 28 - Art Days
- 23 - Night with Oscar - dinner to coincide with Academy Awards - *limit 20*

March

- 4, 11, 18, 25 - Garden on the Gogh student workshop
- 6, 13, 20, 27 - Walls & Halls student workshop

Oh, but what Garden City Arts could do with a larger facility to accommodate this and much more. Should the City of Garden City agree with this proposal, below is what Garden City Arts believes it can do in the next six months:

October

- 8, 15, 22, 29 - Garden on the Gogh (workshop for at-risk students)
- 10, 17, 24 - Walls & Halls workshop (students between 4th and 12th grade)
- 12, 19, 26 - Early stART (workshop for younger children, ages 3-6)**
- 12 - Coffee at the Gallery in conjunction with multi-cultural conference
- 17 - Third Thursday - reception for Shift Center

18 - Wine, Women & Watercolors - learn to paint workshop

18, 24, 25 - Art Days (all-day workshop for students on district in-service days
25 Latino Writer's Collective student poetry workshop & public reading

November

1 - VIP reception for Day of the Dead 5:30 p.m., exhibit reception 6 to 8
2 - Dia de los Muertos/Day of the Dead Arts & Culture Festival 3-11 p.m.
3 - Exhibit at Finney County Historical Society from 1:30 - 3 p.m.
5, 12, 19 - Garden on the Gogh student workshop - **3 classes of 20**
7, 14, 21 - Walls & Halls student workshop - **3 classes of 20**
9, 16, 23 - Early stART (workshop for younger children, ages 3-6)
15 - Wine, Women & Watercolors workshop - **class of up to 40**
16 - Becoming VanGogh - program for Girl Scouts - **could register 60 girls**
21 - Third Thursday - Fireside concert
22 - artist workshop - **class for 40-50**

December

3 and 10 - Garden on the Gogh student workshop
5 and 12 - Walls & Halls student workshop
7, 14, 21 - Early stART (workshop for younger children, ages 3-6)
7 - artist reception from 4 to 6 p.m.
14 - Inocente - documentary screening, student art reception/fundraiser
19 - Third Thursday - Fireside concerts
20 - artist workshop

January

6 - Art Days - **Class is limited to 50 students**
11, 18, 25 - Early stART (workshop for younger children, ages 3-6)
14, 21, 28 - Garden on the Gogh student workshops
16, 23, 30 - Walls & Halls student workshops
16 - Third Thursday - Fireside concerts
17 & 18 - Mystery at the Gallery - Girl Scout sleep over event - **limited to 60**
21 - Annual meeting
24 - Art Days

February

4, 11, 18, 25 - Garden on the Gogh student workshop
6, 13, 20 - Walls & Halls student workshop
15 - Amore - Funding for the arts
21, 27, 28 - Art Days
23 - Night with Oscar - dinner to coincide with Academy Awards - **limit 50**

March

4, 11, 18, 25 - Garden on the Gogh student workshop
6, 13, 20, 27 - Walls & Halls student workshop

FUTURE HOME OF GARDEN CITY ARTS

Garden City Arts is poised to take on the renovation of the former American Legion Building through funds currently in its coffers and significant fundraising efforts and grants. We hope to also begin a capital campaign to recognize those who support the revitalization effort. The process will occur in several phases, but most importantly, keep the integrity of the building.

PHASE ONE:

Estimated Completion Time: 3-6 months

Anticipated Costs: \$7,000 plus labor

Project Goals: On the main floor: remove current flooring, unnecessary items such as bar, partitions near restrooms; remove shelving in basement; clean up exterior landscaping and debris; paint interior of main floor with the possibility of painting lower level; replace missing ceiling tiles; install new lighting; make restroom and entrance ADA compliant.

PHASE TWO:

Estimated Completion Time: one year after Gallery opening

Anticipated Costs: \$20,000 to \$50,000 plus labor

Project Goals: New flooring in Gallery and lower level; additional landscaping outside; revitalize historical importance of building exterior; set up and construct workshop areas in lower level; set up and construct Artist in Residence studios; address ADA compliance for lower level; updates to water heater and HVAC units if necessary.

PHASE THREE:

Estimated Completion Time: Second year after Gallery opening

Anticipated Costs: \$10,000 to \$25,000 plus labor

Project Goals: Continued revitalization of building exterior; Upgrades to Gallery such as lighting upgrades, permanent art installations in, around or on the building.

PHASE FOUR:

Estimated Completion Time: Third year after Gallery opening

Anticipated Costs: \$10,000 to \$30,000 plus labor

Project Goals: Finishing touches to the Gallery, workshops and studios.

COMMUNITY SUPPORT

The Garden City Telegram's weekly poll beginning October 2, 2013, is with regard to this proposal. As of October 3, 2013, almost 70% of those polled support the proposal of Garden City Arts. Attached are letters of support from the Downtown Businesses also supporting the proposal of Garden City Arts.

PROPOSAL

Garden City Arts hereby offers to the City of Garden City to purchase the former American Legion building for the purchase price of \$1.00 subject to the property passing inspection.

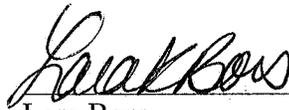
WHY GARDEN CITY ARTS?

The former American Legion Building is an incredible asset to Garden City – one that will hopefully be enjoyed not only by the residents of Garden City, but residents of Southwest Kansas and beyond. This move will be a tremendous asset to the booming economy that Garden City is enjoying. By approving this proposal, you will have the legacy of seeing Garden City with an Arts Center that many of us have only dreamed about – not only for visual arts but for the performing arts, literature and so much more. Placing this building in the hands of a stable, long-standing arts group will benefit the community for generations to come.

Thank you for your consideration.



Laurie Chapman,
Executive Director, Garden City Arts



Lara Bors,
President, Garden City Arts

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

Edward L. Drumick



We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,



*owner Mark's Garage Inc
509 N. Main*

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in cursive script that reads "Kim D. Robinson".

Kim D Robinson
Robinson Alignment Inc

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Craig". The signature is stylized with a large, looping initial "J" and a cursive "C".

Jon Craig
Attorney at Law

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in cursive script that reads "Annett Weigelt". The signature is written in black ink and is positioned below the word "Sincerely,".

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in cursive script, reading "Rosi Sina". The signature is written in black ink and is positioned below the word "Sincerely,".

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,


Bors Properties

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,



G. Edward Jones



William Brown, Brainerd & Douglas

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "L. C. Adams". The signature is written in a cursive style with a large initial "L" and a long horizontal stroke at the end.

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

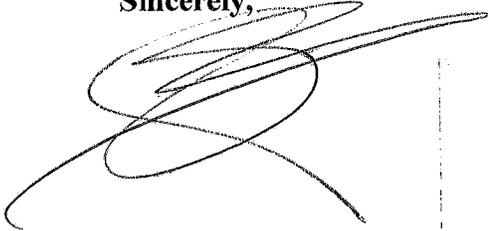
A handwritten signature in cursive script, appearing to read "Paul M. Lewis". The signature is written in black ink and includes a horizontal line extending from the end of the name.

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,



Quality Bikes, Parts, Service & Accessories



Randy Bartel

207 N. Main (620) 275-8580
Garden City, KS 67846 1-800-953-8580
Email: sales@thebikerackinc.com

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

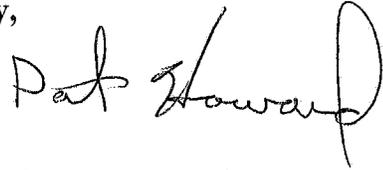
Melissa Gallegos
Western Kansas Community Foundation

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in cursive script that reads "Pat Howard". The letters are fluid and connected, with a large loop at the end of the word "Howard".

Pat Howard

Paraclete

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

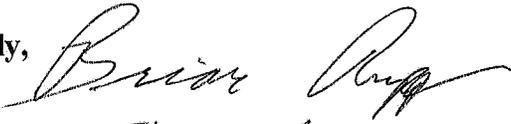
Sincerely,

*John Rybak
(Rybak & Barber shop)*

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely, 
The Good Sport

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua A. White". The signature is fluid and cursive, with a long horizontal flourish extending from the bottom of the name.

Exclusive Barber Shop + Spa

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

Marla Linenberger
Jeff

Linenberger Jewelry
404 N. Main

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

*Coleen Rupp
Coleen's Trophies + Gifts*

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

We support the GC Arts plan to open the building as a gallery and future space for art workshops and activities.

We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

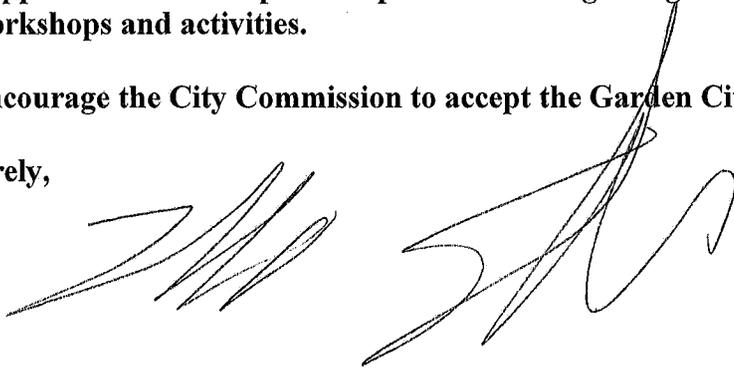
*R. J. Sporting Goods - I am in favor -
Mary Beth Spellman*

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

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We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

Two handwritten signatures in black ink. The first signature is on the left and the second is on the right, both appearing to be cursive and somewhat stylized.

Mo Silva

MJ Barber Shop

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

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Sincerely,

Bill Nelson

B&J Collectibles

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Sincerely,

Heather Davis Davis Designs 

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We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

Mike Regan
Mike Regan
Regan & Co. Real Estate
10/3/13

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Sincerely,

Melissa Blair
MAIN ST. SALON + SPA

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Sincerely,

Richard A. Gerber
Gerber Commodities

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Sincerely,

Joan Lohmeyer
The Family Bookhouse

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Sincerely,

Preciosa Fashion
Maria alvarado

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We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louie Alterations", written over a horizontal line.

Louie Alterations

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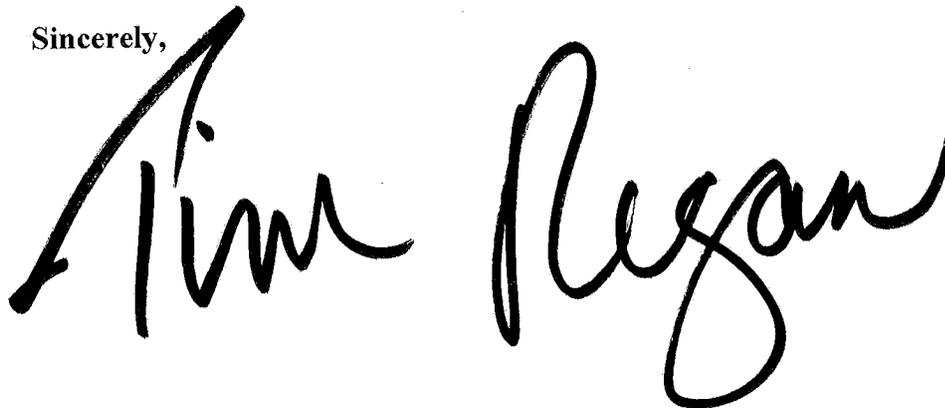
Michelle Mayo
Andrea Kirkow
Jewel Richmerer
Kay Lee

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We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

A handwritten signature in black ink that reads "Tim Regan". The signature is written in a cursive, flowing style. The first name "Tim" is written with a large, sweeping initial "T" that extends upwards and to the left. The last name "Regan" is written with a large, looping "R" and a long, trailing "n" that extends downwards and to the right.

We, as members of the Garden City business community and neighbors of the former American Legion Building, support the Garden City Arts in its proposal to acquire the building for a nominal fee.

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We encourage the City Commission to accept the Garden City Art's proposal.

Sincerely,

Mike Hill

Owner

Hill Wealth Management

Sam Henderson

To: Kaleb Kentner
Subject: RE: Purchase of the American Legion Building

From: Martin Nusser [<mailto:mnusser@gcnet.com>]
Sent: Monday, October 14, 2013 9:39 AM
To: Kaleb Kentner
Cc: hector@ceglands.com
Subject: Purchase of the American Legion Building

Kaleb:
Please take the following offer to the City Commission.

Buyer: Hector Gutierrez

Property: American Legion Building

Offer: \$10,000.00 at closing

Purpose: Italian Restaurant

Buyer will be using the Neighborhood Revitalization Program, OL-2 Ten year tax credit

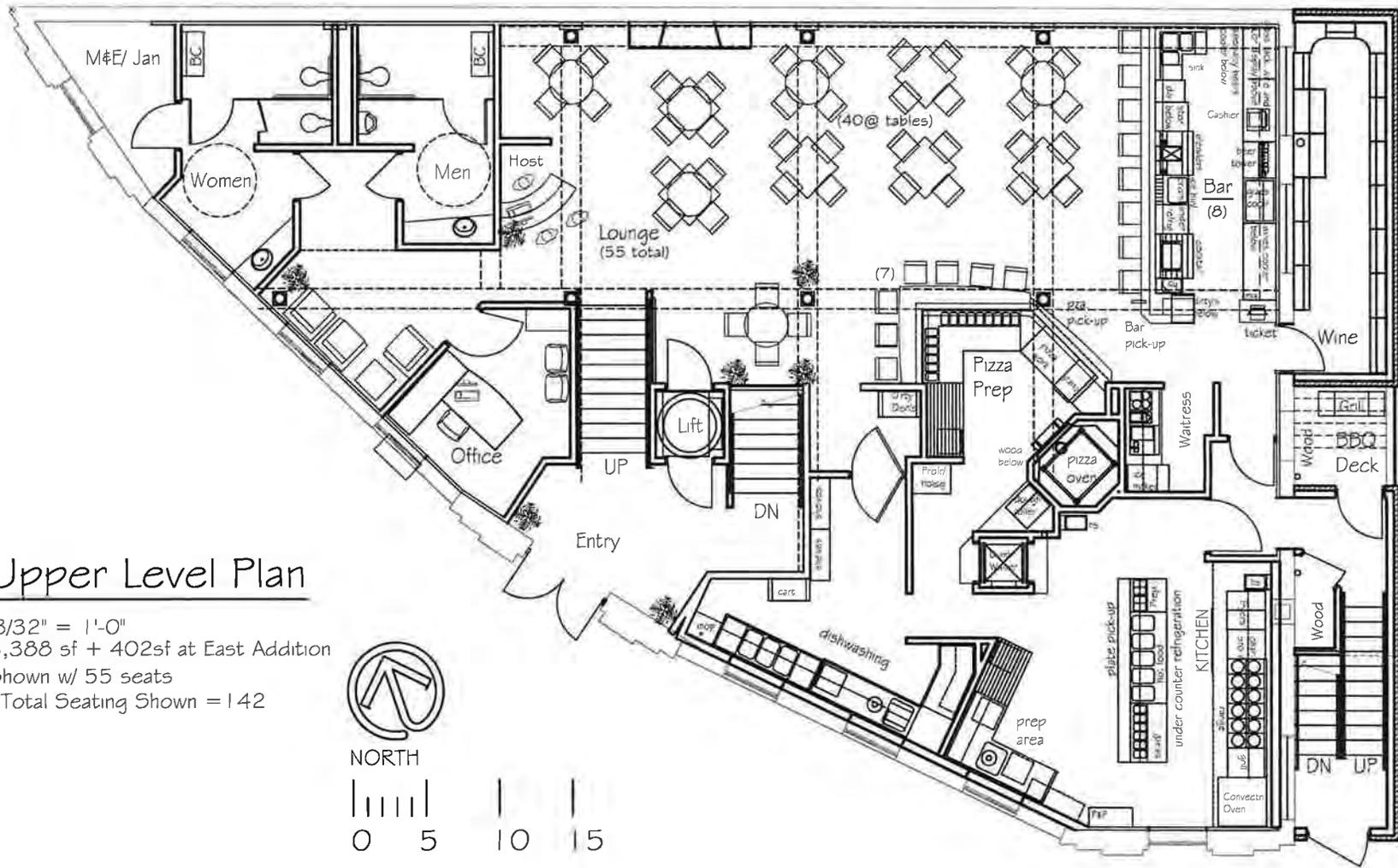
Buyer would ask that the City of Garden City would help in designing an area to be used for a Valet service

Buyer would ask that the City of Garden City allow the Restaurant the use of the City Parking Lot across the street

This offer is contingent upon the Buyer receiving the endorsement of the Church of the Brethren at 505 N. 8th.
And the Templo Calvario PHC Church at 520 N. 8th

Submitted by Martin G. Nusser for Hector Gutierrez

Martin G. Nusser, CCIM
Coldwell Banker Commercial
The Real Estate Shoppe, Inc.
1135 College Drive, Suite E
Garden City, KS 67846
620-275-7421 Ext 207
620-272-7226 Cell
620-275-6396 Fax
mnusser@gcnet.com
www.gccoldwellbanker.com

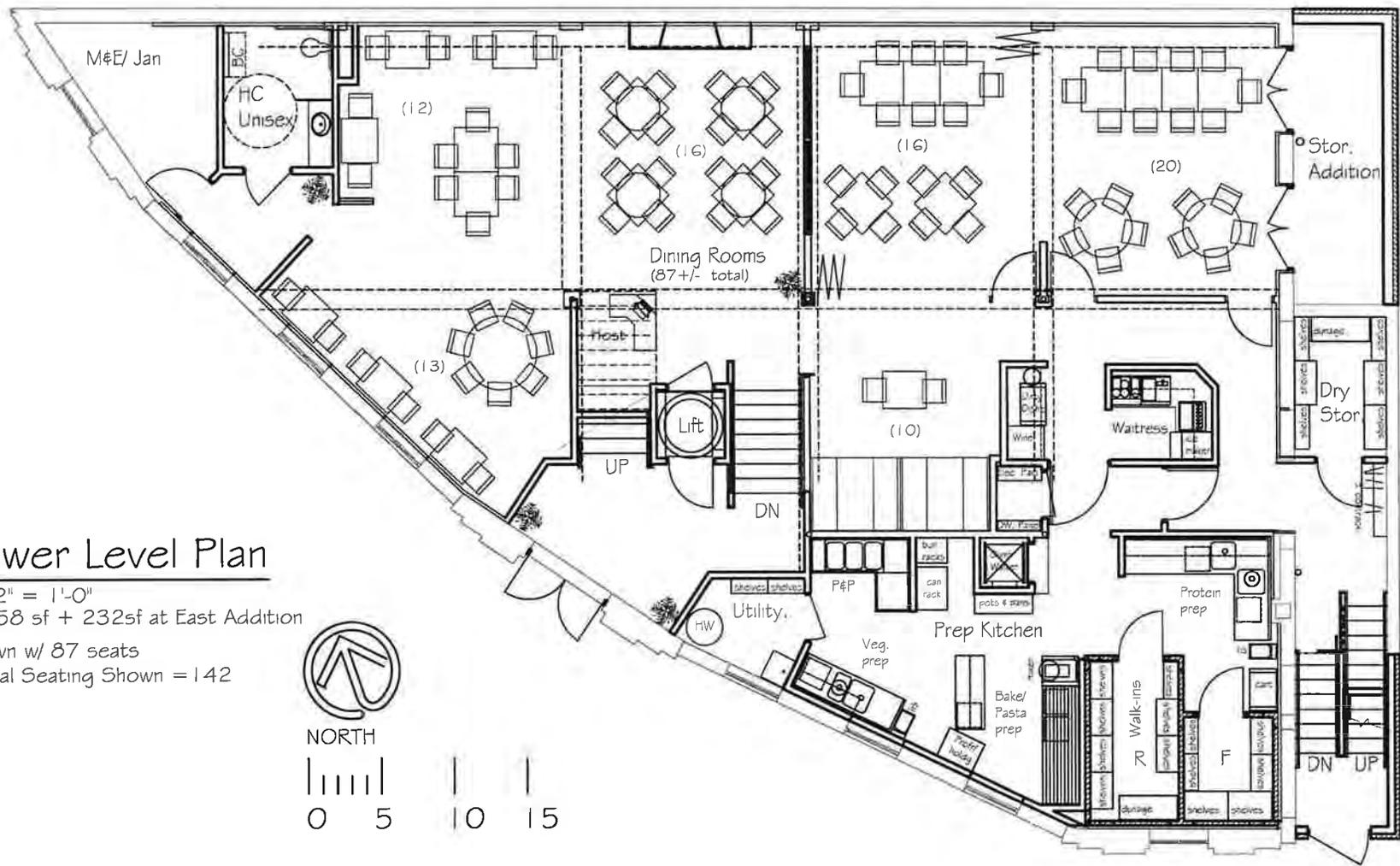


Upper Level Plan

3/32" = 1'-0"
 3,388 sf + 402sf at East Addition
 Shown w/ 55 seats
 (Total Seating Shown = 142



IF IN DOUBT-ASK !		Giardino Restaurant Preliminary Plan In the Old American Legion Building 125 W. Pine Street, Garden City Kansas 67846	DATE: 10-29-13 DRAWN BY: BG CHECKED BY:	THE ARCHITECT BRUCE GLASS, AIA 305 NORTH MAIN STREET • GARDEN CITY, KS. 67846 PHONE: (620) 271-0852 • FAX: (620) 271-0854 E-MAIL: thearchitect1@gys.net.kan	The drawings, specifications, and other documents prepared by the Architect for this project are instruments of the Architect's service and shall remain the property of the Architect. The Architect shall be deemed the Author of these Documents and shall retain all copyright, title, and other intellectual property rights therein.
JOB NUMBER: 213.010	TITLE: Preliminary Plan Upper Level Upper Level				

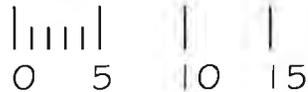


Lower Level Plan

3/32" = 1'-0"
 3,558 sf + 232sf at East Addition
 Shown w/ 87 seats
 (Total Seating Shown = 142



NORTH



IF IN DOUBT-ASK !		213.010 <small>JOB NUMBER</small>	Giardino Restaurant Preliminary Plan In the Old American Legion Building 125 W. Pine Street, Garden City Kansas 67846	<small>DESIGNED BY</small> B.G.	<small>DATE</small> 10-29-13	THE ARCHITECT BRUCE GLASS, AIA 305 NORTH MAIN STREET • GARDEN CITY, KS 67846 PHONE (620) 271-0852 • FAX (620) 271-0854 E-MAIL: thearchitect@gnet.com	<small>This Drawing, Specifications, and other Documents presented by the Architect for the project are instruments of the Architect's Service for the use solely with respect to this Project. All Architectural shall be deemed the Author of these Documents and shall retain all common law, statutory, and other reserved rights including copyright.</small>
<small>SHEET NUMBER</small>	<small>SCALE</small> 3/32" = 1'-0"						



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: October 31, 2013
Re: Request to extend the Grandfathering of a Liquor License at 125 W. Pine Street

ISSUE: A request to extend the Grandfathering of a Liquor License at 125 W. Pine Street.

BACKGROUND: Martin Nusser, on behalf of clients proposing an Italian restaurant in the old American Legion building at 125 W. Pine Street, is requesting a waiver to the grandfathering limitations to enable his clients to obtain a liquor license so that they may serve wine and other beverages at their proposed restaurant. Because the building was vacant for over a year, any previous uses that were grandfathered, such as a liquor license, would expire. This request is similar to the waiver previously granted to the Grain Bin, which was vacant for over a year and granted a waiver to obtain a liquor license.

Mr. Nusser has obtained a letter of support from the Church of the Brethren, which is located across 8th Street from the Legion Building. There is one other church within the 200 foot radius limit required by Ordinance.

Alternatives:

1. The City Commission may grant a waiver and extend the grandfathering of the property as requested.
2. The City Commission may choose to not extend the grandfathering of the property.

Recommendation: Staff is unable to recommend approval of the request.



**The Garden City
CHURCH OF THE BRETHREN**

The Friendly Church at Court House Square

505 North Eighth Street, Box 814

Garden City, KS 67846

Office: 620-276-7391, Fax: 620-276-6823

Email: gccob@att.net

October 29, 2013

To: City of Garden City
From: Garden City Church of the Brethren
Ref: Waiver

On October 22, 2013, the church held a congregational business meeting. Per a request from Martin Nusser with Coldwell Banker the Real Estate Shoppe, Inc., a motion was put on the ballot to approve a waiver to allow the sale of alcoholic beverages at the proposed Italian restaurant at the old American Legion Club, 125 West Pine, Garden City. The vote was a majority in favor of said waiver.

Church Board Chairman

Dennis Coates

DC:kp
Sent to: Martin Nusser
Cc: Church file

Pastor: John Elder
Associate Pastor: Von Hunn
Sunday School: 9:30am ~ Morning Worship Service: 10:45am

MARTIN G. NUSSER, CCIM
Broker Associate / Owner



COLDWELL BANKER COMMERCIAL
THE REAL ESTATE SHOPPE, INC.

1135 COLLEGE DRIVE, SUITE E
GARDEN CITY, KS 67846

BUS. (620) 275-7421 EXT. 207

FAX (620) 275-6396

TOLL FREE (800) 686-9748

CELL (620) 272-7226

mnusser@gcnet.com

www.nusserinc.com

October 31, 2013

Board of City Commissioners
301 N 8th Street
Garden City, Kansas 67846

Re: Continuation of property use for 125 W Pine

Dear Commissioners,

I am writing this letter on behalf of my client, Francesco Dorego who has made an offer to purchase the former American Legion building from the City of Garden City. This facility has housed the American Legion meeting facility, supper club and lounge since its construction in 1931 and, since it has been used for no other purpose, we feel that the continued use as a restaurant serving alcoholic beverages is the best and highest use for this property. Therefore, I am asking that the governing body allow for a continuation of the "property use" as a restaurant/ lounge much as the Commission did when the Grain Bin Supper Club was vacant for over a year.

Mr. Dorego and his partners have examined the building and have commissioned an architect to re-design the building to better fit their needs for an upscale restaurant. They are anticipating construction costs of upwards of \$500,000.00, most of which is expense for required elements to bring the building up to code for occupancy. They are excited to make this investment in downtown Garden City and to accomplish one of the goals that have been consistently reinforced by the Downtown Master Planning process—providing more dining options in the core district.

Mr. Dorego and his partners are also pursuing two different housing developments in our community. One of these developments would address housing in the moderate price range and the other would provide homes in the \$250,000-\$300,000.00 range. Their commitment to become a part of Garden City and its future growth is obvious.

In closing, we would ask that the Commission allow for the "property use" continuation so that Mr. Dorego can continue down the path of creating a destination dining experience in the downtown business district.

Respectfully,

A handwritten signature in blue ink that reads 'Martin Nusser'.

Martin Nusser, CCIM
Broker Associate/Owner

New Business



To: City Commission
 From: Matt Allen, City Manager on behalf of the Compensation Committee
 Date: October 29, 2013
 RE: Proposed changes to Fund 55 and Health Insurance

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

Purpose

The City Commission is asked to review and approve a revised 2014 Fund 55 (Health Insurance) Budget to account for a change from a self-funded insurance program to a pure premium program.

Background

This year the Compensation Committee (this group is comprised of the Mayor, Vice-Mayor, City Manager, Human Resource Director, and a small and large department director) has worked in conjunction with employees and our insurance consultant, Bob Charlesworth, in anticipation of the 2014 renewal for our health insurance plan. Claims reflecting the rising cost of health insurance continue to grow at a pace which places both the employees' and the employer's budgets under pressure. City staff, working with a cross-section of the workforce and periodically engaging the entire workforce in focus groups and surveys, proposed and the Compensation Committee recommends the following changes to Fund 55 in 2014 and specifically to the long-term strategy of City employee health insurance:

- 1) Move from self-funded to a pure premium program (This change made administratively prior to 10/1/13 by the City Manager).
- 2) Shift funds from cash balances in Fund 36 (Worker's Compensation Reserve Fund) into Fund 55 to 1) offset the projected 2014 budget deficit and infuse additional per authorized position per month (PPPM) funding from department budgets to Fund 55. This accelerates the strategy from a few years ago to get the PPPM to \$800 by increasing the amount \$20 each year. The 2014 Budget was set at \$760.
- 3) Offer two plans with differing deductibles (This decision made by the City Manager as there was no financial difference from BC/BS in offering these two plans).
- 4) Set the employee's per pay period contribution (26 pay periods per year) to a pure premium policy to the amounts shown in Table 1.

Table 1. Proposed 2014 Per Pay Period Contribution to Health Insurance

	\$500/\$1000 Deductible Plan	\$1000/\$2000 Deductible Plan
Employee	40.17	30.21
Employee + Spouse	123.5	102.07
Employee + Children	117.42	96.85
Family	188.92	156.89

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



CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

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City Manager

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City Counselor

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Alternatives

1. Approve the recommendations of the Compensation Committee
2. Modify the recommendations of the Compensation Committee
3. Do not approve the recommendations of the Compensation Committee and direct them to bring back another strategy for funding Fund 55 in 2014 for the second meeting in November, allowing the organization time for open benefit enrollment for employees.

Recommendation

The Compensation Committee recommends the Commission approve a motion to do the following:

Transfer funds from Fund 36 (Worker's Compensation Reserve) to Fund 55 (Health Insurance) in the amount of \$261,238 in order to accommodate adjusting employer contributions to Health Insurance Premiums by \$144,000 and applying the cash balance to offset projected shortfalls at the end of 2014. Employee contributions will also increase as shown in Table 1. This would represent the employee covering 15% of the premium of a single policy or 23.9% of any policy that includes coverage for dependents.

Fiscal Note

Workers Compensation Reserve Fund (#036) -- This fund was established for our self-insured fund, #035, to provide an umbrella should claims be more than anticipated. In 2013, the City found it necessary and prudent to go with a premium with KMIT and will do so in the future. Since those premiums are fixed, the Workers Compensation Reserve Fund will not be needed for future claims only claims that existed when the City was self-insured. Staff has estimated that the Reserve fund maintain a balance in it of \$250,000. The balance at 09/30/13 is \$511,238 which would allow for a transfer of \$261,238.



To: City Commission
From: Rachelle Powell
Date: October 28, 2013
RE: 2014 Airport Improvement Projects (AIP)

Issue

Governing Body consideration and initiation of the 2014 Airport Improvement Projects: AIP 3-20-0024-35 Snow Removal Equipment and AIP 3-20-0024-36 Design for reconstruction of Taxiway C west of Runway 17-35.

Background

The FAA has issued “Initiation of Work for Proposed Project” letter for the 2014 Airport Improvement Projects.

AIP 3-20-0024-35 – Snow Removal Equipment

In 2008, the FAA recommended the City acquire a snow blower to comply with regulations and improve efficiency of snow removal operations at the airport. The airport snow removal equipment currently includes the following: 1995 Oshkosh with plow & broom attachment, 1982 Galion grader, 1992 John Deere loader and a 1998 New Holland tractor.

The proposed snow removal equipment will include a snow truck with a blower attachment. The base bid will contain the snow truck with blower attachment and bid alternates of an additional plow and broom attachment. The project will be administered by staff rather than a consultant.

AIP 3-20-0024-36 – Design for reconstruction of Taxiway C west of Runway 17-35

Taxiway C west of runway 17-35 serves runway 12. The taxiway does not connect to the end of the runway which causes aircraft to back-taxi on the runway to the approach end of runway 12. The FAA Runway Safety Team determined a taxiway connecting to the end of the runway was critical to safety and would eliminate the hazardous situation. The project will design the taxiway to the end of runway 12 with construction to follow in 2015.

The airport consultant agreement has reached the FAA 5-year limit. Staff will complete the consultant selection process to assist the airport for the above project and upcoming AIPs.

Alternatives

The City Commission could decline the initiation of the projects. Declining the initiation of projects would result in the loss of the grant offers and FY2014 (95%) federal funding for this project.

Recommendation

Governing Body consideration and initiation of the 2014 Airport Improvement Projects: AIP 3-20-0024-35 Snow Removal Equipment and AIP 3-20-0024-36 Design for reconstruction of Taxiway C west of Runway 17-35.

Fiscal Note

The proposed FY2014 funding for is as follows:

Project Name	City Share 5%	Federal Share 95%	Total
Snow Removal Equipment	\$48,860	\$928,340	\$977,200
Design of Taxiway	\$11,760	\$223,440	\$235,200
Total	\$60,620	\$1,151,780	\$1,212,400

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 30 October 2013

RE: KDOT TRANSPORTATION ENHANCEMENT PROJECTS

ISSUE

KDOT has announced the application process for the Transportation Alternative (formerly called transportation enhancement) projects (historic, scenic & environmental and bicycle/pedestrian facilities) for FY 2014.

BACKGROUND

The applications being solicited are identical to past years, and are 80% federal and 20% local. Applications are due February 14, 2014.

We currently have two active transportation enhancement projects – the Windsor Hotel and the FY 2013 East Kansas Avenue Pathway project. With these projects still active, it is unlikely the City would receive another award. We hope to have the Windsor Hotel rebid out to bid next week and the Kansas Avenue Pathway will be next spring.

The following were unsuccessful applications in past years or have been suggested as CIP projects.

1. Scenic & Environmental Category –
 - E. Highway 50 Landscaping (unsuccessful 2013 application)
 - 5-Points Landscaping
 - Taylor Avenue drainage ditch to Mary Landscaping
 - Bypass Landscaping from Mary to Schulman
 - Fulton from Main to Fleming Landscaping
 - Buffalo Jones west of Five Points Landscaping
2. Historic Category –
 - Brick street restoration
 - “Silk Stocking Row” – street & sidewalk rehabilitation
 - Windsor Hotel (the Historic Preservation Alliance could request City sponsorship for another Windsor Hotel project)
3. Pedestrian & Bicycle Facilities Category –
 - Spruce Street Pathway from Tangeman complex west to Long Park
 - Finnup Park to Southwind



Engineering Department

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

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

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www.garden-city.org



**Engineering
Department**

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

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

ALTERNATIVES

- 1) Direct Staff to begin preliminary work on Commission identified projects.
- 2) Entertain additional project suggestions through the CIP process and advisory boards.
- 3) Defer action until a later date.

RECOMMENDATION

Direction from the Governing Body is requested. Staff will prepare the necessary application(s) for Governing Body review prior to submittal to KDOT.

FISCAL

The City share of any funded application would need to be included in a 2015 GO Bond issue, most likely in the major trafficway category.

A handwritten signature in blue ink that reads "Steve Cottrell". The signature is written in a cursive, flowing style.

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Memo

To: City of Garden City Commissioners
Matt Allen, Garden City Manager

From: Randy Partington

Date: 11/5/2013

Re: 2014 Special Election

In 1997, the City of Garden City, City of Holcomb and Finney County worked together on a sales tax issue to finance the renovations/expansion of the Finney County Courthouse and Finney County Law Enforcement Center. The partnership allowed the sales tax initiative to pass and finance the 20-year bond with 100% of the 1/4 cent sales tax going toward the bond. The LEC sales tax bond will be paid off 3-years early because of this partnership.

The Finney County Commission is requesting that the Garden City Commission partner on an extension of the 1/4 cent sales tax that will finance a judicial administrative building. To extend the LEC sales tax, the county commission will call a special sales tax election in March 2014. If the sales tax question is passed by the voters of Finney County, the residents of this community will see the following benefits.

- Total cost of the building is paid with sales tax, which comes from shoppers in the region not just Finney County citizens.
- The sales tax option is not an increase in sales tax, just a continuation of the current 1/4 cent sales tax that financed the Law Enforcement Center.
- Juvenile Intake & Assessment Center with Sally Port: Law Enforcement Officers will be able to bring juveniles to detention in secured area for processing (added safety). Intake and assessment center located as secure section of JDC.
- Drug & Alcohol counseling/assessment services for Youth Services, Court Services & JDC youth centrally located. Adds enhancement to Memorandum Of Understanding with USD 457 for these services to youth in JDC.
- Teamwork and collaboration of Supervision Services for youth who are in services with both Court Services and Youth Services is facilitated by sheer proximity to each other.
- Ease of access to cognitive based programming for youth in both Court Services & Youth Services.
- Potential for future savings on administrative operations.
- Safe and Secure care of youth to enhance public safety.
- Education of youth. Research states how low education is an indicator in criminal activity.

- Provide for the health and welfare of incarcerated youth in order to improve lives so they can live as productive members of society.
- Cognitive Programming to change the criminal mindset. Early intervention before the brain is fully formed in order to change the outcome and heighten public safety in Garden City.
- Decrease recidivism by offering treatment and intervention in a timelier manner.
- Offer greater access to services by increasing class frequency, expanding content, and tailoring services to probationers.
- Promote greater community, law enforcement, and social service agency access by offering all services in one location.
- Reduce staff hours, training, mileage, and maintenance costs by cross training staff and attending conferences, training, and work-related functions collectively whenever possible.

Finney County is requesting the City of Garden City to continue our partnership for public safety within the community. Therefore, we appreciate comments as to how the City of Garden City is willing to partner on this sales tax endeavor.

Thank you for your time and consideration of this important community issue.



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MEMORANDUM

DATE: October 28, 2013
TO: Governing Body
FROM: Alan Geier
RE: Parks and Tree Advisory Board Vacant Position

Issue: Open Board Position

Background:

- Tim Regan resigned from the Park & Tree Advisory Committee
- One applicant: Larry Scheuchzer¹

Alternatives:

- Appoint Larry Scheuchzer to the vacant position on the Traffic Advisory Board
- Governing Body select another candidate to fill the position

Board's Recommendation:

- Board recommends appointing Larry Scheuchzer to fill the vacant position on the Park & Tree Advisory Board

The Park & Tree Board requests Governing Body consideration on the above item.

¹ Larry Scheuchzer Application

GARDEN CITY IS MY TOWN TOO!

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

NAME: LARRY SCHEUCHZER HOME PHONE: 620-276-7083

ADDRESS: 917 CENTER WORK PHONE: _____

E-MAIL ADDRESS: lscheuchzer@cox.net

OCCUPATION (if employed): _____

PLACE OF EMPLOYMENT: KDOT/MAJOR GENERAL ARMY-RETIRED

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 78 YEARS

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

WENT ON A PARKS TOUR IN SEPTEMBER

OTHER APPLICABLE EXPERIENCE: KDOT ENGINEER

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

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

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

Consent Agenda

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 30 October 2013

RE: SCHULMAN AVENUE WIDENING

ISSUE

A Right-of-way agreement and corresponding deed from Walter and Debra Staats, for Schulman Avenue right-of-way, is ready for Governing Body consideration and acceptance.

BACKGROUND

The Schulman Crossing Phase 1 improvements included widening of Schulman Avenue which necessitated acquisition of additional right-of-way. This can be a complex matter when potential relocation of a resident is involved. We have been working with the Staats' for the past year and have reached a final agreement.

ALTERNATIVES

The Governing Body may approve or reject the agreement and deed, or defer action to a later date.

RECOMMENDATION

Staff recommends acceptance of the agreement and deed.

FISCAL

This cost is included in the Schulman Crossing Phase 1 TIF project.



Engineering Department

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

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

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

RIGHT-OF-WAY AGREEMENT

18 October 2013

Project: Schulman Avenue Widening
City of Garden City
Address: **3288 E. Schulman Avenue**

Water and Debra Staats
3288 E. Schulman Ave
Garden City KS 67846

Dear Mr. & Mrs. Staats:

The City of Garden City, Kansas, has approved a program for the widening of Schulman Avenue from US-50/83/400 to Jennie Barker Road. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan; and more particularly described on the instruments which is also provided to you for proper signatures, if you are receptive to the offer.

All owners are required to be fully informed of their rights to receive just compensation for the acquisition of property for a highway project. The City previously provided a Kansas Department of Transportation (KDOT) brochure, which explains the land acquisition process under Federal and State law and the owner's rights, privileges, and obligations for your review.

The minor amount of right-of-way needed, 5.0 feet along Schulman Avenue, placed your current home in an unsatisfactory and non-compliance situation. We have finally agreed that the compensation to you shall be in the form of a replacement home, being a 1,228 sq. ft. modular house on a full basement, constructed on your property at a cost not to exceed \$120,000.00.

The items set forth in K.S.A. 26-513, as applicable to your property (listed below), were considered in ascertaining the amount of compensation and damages.

1. The most advantageous use to which the property is reasonably adaptable.
2. Access to the property remaining.
3. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
4. Productivity, convenience, use to be made of the property taken, or use of the property remaining.
5. View, ventilation and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.



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**Engineering
Department**

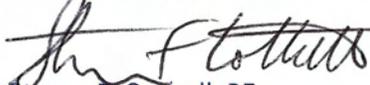
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City Engineer

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

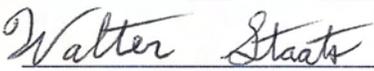
- 6. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
- 7. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
- 8. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
- 9. Destruction of a legal nonconforming use.
- 10. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
- 11. Proximity of new improvements remaining on the land.
- 12. Loss of or damage to growing crops.
- 13. That the property could be or had been adapted to a use which was profitably carried on.
- 14. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
- 15. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Should you have additional questions or concerns regarding this matter, please contact me at 276-1132 at your earliest convenience. We would ask that you respond to this offer to purchase by October 31, 2013. Thank you for your time and cooperation.

Recommended:


Steven F. Cottrell, PE
City Engineer

Accepted this 21st day of October, 2013.


Walter Staats

Debra Staats

Approved this ___ day of _____, 2013.

Dan Fankhauser, Mayor

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67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

WARRANTY DEED

WALTER STAATS and DEBRA STAATS

CONVEYS AND WARRANTS TO

The City of Garden City, Kansas, a municipal corporation,

all of the following described REAL ESTATE in the County of Finney and the State of Kansas, to-wit:

A tract of land lying in the Northeast Quarter (NE ¼) of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian, all in Finney County, Kansas, for the use of Permanent Road Right of Way, and being more particularly described as follows:

BEGINNING at the Northwest (NW) corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 16; thence on a bearing of S-88°17'12"-E, a distance of 149.00 feet; thence S-01°36'58"-W, a distance of 35.00 feet; thence N-88°17'12"-W, a distance of 149.00 feet; thence N-01°36'58"-E, a distance of 35.00 feet to the POINT OF BEGINNING.

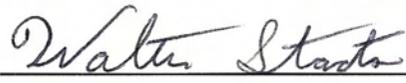
The above described tract contains 0.12 acres or 5,215 square feet, which includes existing right-of-way, more or less.

For the sum of \$1.00 and other good and valuable consideration.

RESERVING UNTO the Grantor, its successors and assigns, all vested water rights and rights to appropriate water appurtenant to the above-described property.

EXCEPT AND SUBJECT TO: Easements, restrictions, reservations, and leases of record.

Dated October 21, 2013.



WALTER STAATS



DEBRA STAATS

STATE OF KANSAS)
) ss.

COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 21 day of October, 2013, before me, a Notary Public in and for the County and State aforesaid, came **WALTER STAATS** and **DEBRA STAATS** who are personally known to me to be the same persons who executed the foregoing instrument of

writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Rachel Asebedo

Notary Public

My Commission Expires:





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

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

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

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

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

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: October 17, 2013
Re: GC2013-83 Request for Approval of the Heritage Plaza Addition Plat

Issue: Request for Approval of the Heritage Plaza Addition Plat.

Background: This plat is a replat of part of Lot 2 of the Palace Addition No. 1. What is now Lot 2 of the Palace Addition No. 1, is split into five (5) parcels with two buildings. The replat will make the western three parcels of the Palace Addition the Heritage Plaza Addition. The Heritage Plaza Addition will consist of seven (7) lots (Lots A, C, D, F, H, I, and J). It will split the building that spans the lots into eight lots, of which one will not be located within the Heritage Plaza Addition. The lots also split the parking lot in front of the building among the eight units. One of the entrances to the parking lot will not be located within the Heritage Plaza Addition. Access easements will be required for the seven lots of the Heritage Plaza Addition across the parcel that is not included in the Addition. The other parking lot entrance will be located on Lot A and will require easements for the other Lots. In addition to the access easements Staff also recommends parking easements on all lots within the Addition.

Staff recommended that the applicant consider condominiumizing the building and making the parking areas public space that the owners of the building units would be under covenant to maintain, if that was done it would eliminate the need for an access easement on Lot A as well as parking easements on the lots. However, the Applicant decided to include access and parking easements.

Staff also recommended that the Chief Building Inspector perform an inspection of the building prior to the adoption of the plat to ensure that the building meets code requirements for separation and other applicable standards. On October 28, 2013, Chief Building Inspector David McCarter met with the applicant to perform an inspection. He determined that the fire walls were adequate for the spaces to be divided and sold separately.

There are no ROW dedications on the plat. There is a twenty foot (20') public utility easement along the west line of Lot A.

Alternatives: The Commission may:

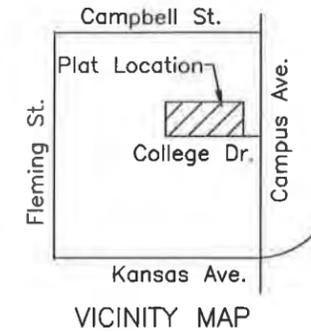
1. Approve the plat.
2. Deny the plat.

Recommendation: Staff recommends approval of the plat contingent due to the findings of the inspection by the Chief Building Inspector and the addition of easements to resolve the access and parking issues.

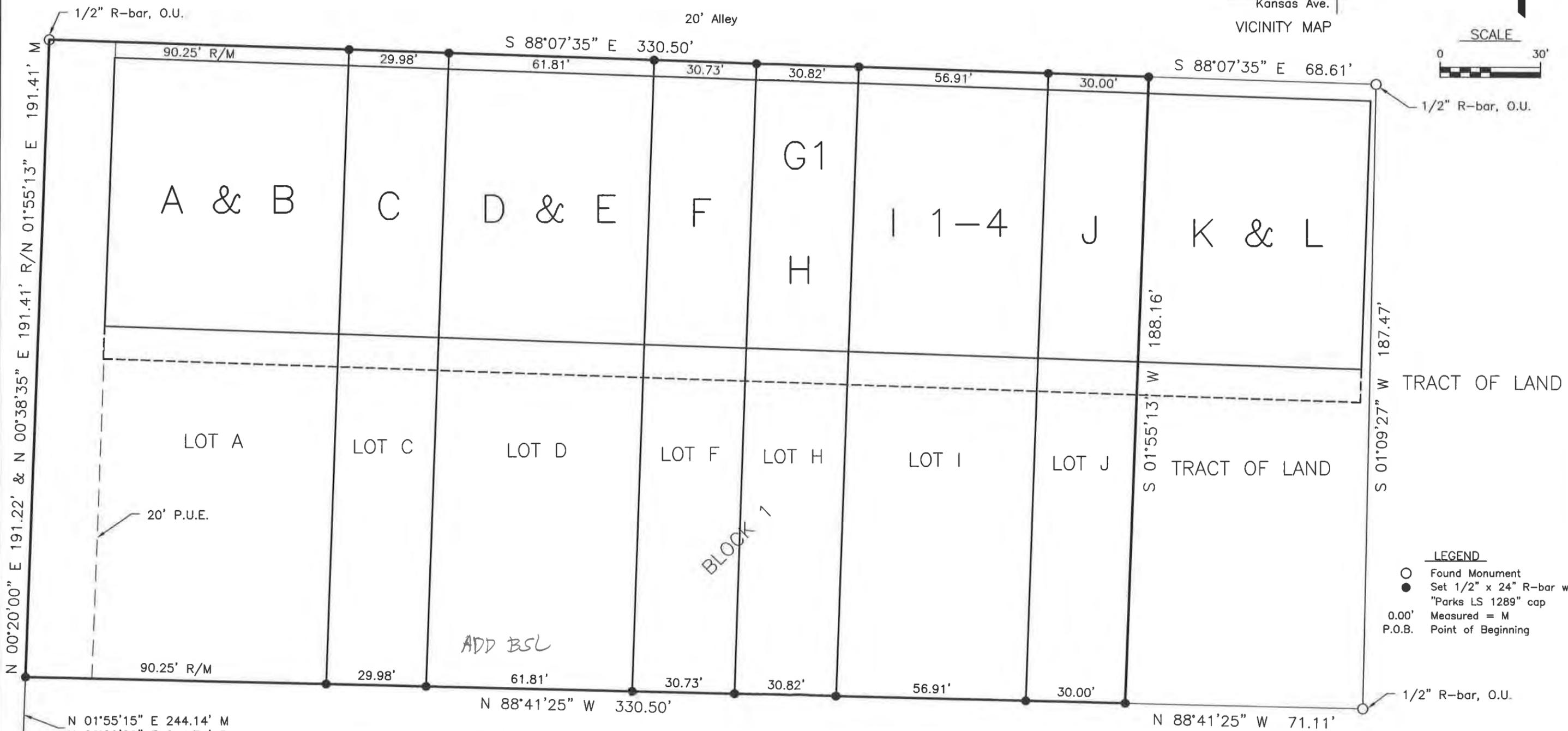
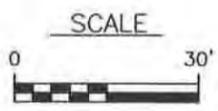
Planning Commission: Approved.
Present- 6

Plat
Yea- 6
Nay- 0

SMITH TRUST ADDITION
 A REPLAT OF LOT 2, PALACE ADDITION NO. 1, Except 3 Tracts of Land
 All in the Southeast Quarter of Section 8,
 Township 24 South, Range 32 West of the 6th P.M.,
 Garden City, Finney County, Kansas



KANSAS STATE PLANE
 COORDINATE SYSTEM
 SOUTH ZONE NAD 1983
 AS BASIS OF BEARING



- LEGEND**
- Found Monument
 - Set 1/2" x 24" R-bar w/ "Parks LS 1289" cap
 - 0.00' Measured = M
 - P.O.B. Point of Beginning

Boundary Closure Information:
 Closure Error = 0.019
 Error Bearing = N 80°04'55" W
 Closure Precision = 1 in 55,237

CORNERSTONE Professional Services
 1555 North Shore Circle
 Garden City, KS. 67846
 630 620-272-7592
 17 Sept., 2013 Copyrighted

ADD ADJOINERS & OWNERS

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of OCTOBER, 2013, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and STEPHEN COTT (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court), and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court, and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. RETENTION. CITY hereby retains COUNSEL to provide legal representation in the Municipal Court for individuals qualifying as indigent defendants in cases where there is the possibility of incarceration. The nature of the cases involved will primarily be the offenses of Driving While Under the Influence of Alcohol and/or Drugs, Driving While License Cancelled, Suspended, or Revoked, Domestic Battery, and Possession of Marijuana or Drug Paraphernalia, as well as other infractions or ordinances as defined by the Code of Ordinances of CITY, the Standard Traffic Ordinances for Kansas Cities, and the Uniform Public Offense Code for Kansas Cities.

2. SCOPE OF REPRESENTATION. COUNSEL shall be retained by CITY to represent indigent defendants in all proceedings before the Municipal Court, and shall include services required for trial, entry of plea, post-sentencing proceedings, and/or diversion. In addition, COUNSEL shall be retained to provide representation for indigent defendants should a matter be appealed to the District Court of Finney County or the appellate courts of the State of Kansas.

3. TERM. The term of this Agreement shall begin January 1, 2014, and end December 31, 2014. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

4. PAYMENT. CITY shall pay to COUNSEL for the legal representation to be provided by COUNSEL, the amount of Three Hundred Dollars (\$300.00) per case to which COUNSEL may be appointed by the Municipal Court, except post-sentence matters. In all post-sentence matters to which COUNSEL may be appointed, CITY shall pay to COUNSEL, the amount of Two Hundred Dollars (\$200.00) per case. In addition, CITY shall pay the following expenses incurred by COUNSEL: witness fees, translator fees (subject to below), expert witness fees, long distance telephone calls, and depositions. The per case fee to be paid to COUNSEL is a flat fee, regardless of hours spent by COUNSEL or the nature of resolution of a case. Should a matter be appealed to the District Court of Finney County or an appellate court of the State of Kansas, CITY shall pay to COUNSEL the sum of Seventy-five Dollars (\$75.00) per hour up to a maximum fee of One Thousand Five Hundred Dollars (\$1,500.00) per case which is appealed. In addition, CITY shall reimburse COUNSEL for actual expenses involved in an appeal within the scope of expenses delineated above, with the exception that CITY shall also be responsible for travel, lodging, and brief expenses should such expenses be incurred

in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars (\$25.00) per hour, with a total for each case not to exceed Seventy-five Dollars (\$75.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

In all cases, other than post-sentence matters, where COUNSEL is appointed and an indigent defendant leaves the jurisdiction of the Municipal Court or otherwise absents himself/herself from the Municipal Court or fails to appear at Court-ordered hearings for a period of three (3) months, or the indigent defendant hires private counsel, COUNSEL may file a Motion to Withdraw as counsel with the Municipal Court. Upon the granting of the Motion to Withdraw, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Fifty Dollars (\$150.00) if the withdrawal is prior to entry of plea; or (b) Three Hundred Dollars (\$300.00) if the withdrawal is after entry of plea. In all post-sentence matters, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Dollars (\$100.00) if the withdrawal is prior to entry of admission/denial; or (b) in the amount of Two Hundred Dollars (\$200.00) if the withdrawal is after entry of admission/denial.

In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars (\$50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

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7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws.

ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL



STEPHEN COTT

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and LARA BLAKE BORS (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court), and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court, and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

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7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that she is an independent contractor, and not an employee of CITY.

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By _____
DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL



LARA BLAKE BORS

APPROVED AS TO FORM:

RANDALL D. GRISELL
City Counselor

AGREEMENT FOR VETERINARY SERVICES

THIS AGREEMENT FOR VETERINARY SERVICES (Agreement), made and entered into this ____ day of October, 2013, by and between the CITY OF GARDEN CITY, KANSAS (City), and ERIC G. TULLER, DVM (Tuller).

WHEREAS, the City of Garden City Animal Shelter (Shelter), 124 Fleming Street, Garden City, Kansas, has a need for the services of a veterinarian to provide medical treatment for, and examination of, animals (veterinary services), primarily dogs and cats, at the Shelter; and

WHEREAS, City has a need to retain the services of a veterinarian to provide veterinary services to animals at the Shelter; and

WHEREAS, Tuller is a licensed veterinarian who can provide veterinary services to animals at the Shelter.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. SERVICES. Tuller agrees to provide veterinary services to the City for animals at the Shelter, consistent with the terms and conditions of this Agreement.

2. TERM. The term of this Agreement shall be from November 1, 2013, to October 31, 2014. The term of this Agreement shall automatically renew for additional terms of one (1) year, unless either party gives notice of intent not to renew this Agreement, at least thirty (30) days prior to the end of an annual term, or this Agreement is otherwise terminated as provided in paragraph 7 herein.

3. RESPONSIBILITIES OF TULLER. The responsibilities of Tuller, in addition to any other requirements under this Agreement, shall be to provide veterinary services on behalf of City to animals at the Shelter to include the following:

- (a) Two (2) weekly visits to the Shelter;
- (b) Conduct rabies observation on animals, supply euthanasia drugs, parvovirus and leukemia/FIV testing supplies and/or equipment, determine if an animal is vicious as defined by City code, and approve euthanizations of animals
- (c) On call response for emergencies, at all times, either by Tuller or a qualified and licensed veterinarian designated by Tuller; and
- (d) Medical decisions, care, treatment, and examination of animals within the scope of his training, professional expertise, and license.

4. CERTIFICATION. This Agreement is conditioned upon Tuller being professionally licensed under the applicable state laws or regulations, and maintaining a license for the duration of this Agreement.

5. COMPENSATION. City shall pay to Tuller, for the services provided under this Agreement, compensation at the rate of One Hundred Twenty-Five Dollars (\$125) per visit. The

payment of compensation shall be made by City upon receipt of a statement from Tuller each month. Tuller shall be responsible for all withholding and payment of any and all taxes which might be due as a result of the compensation paid to Tuller by City. Tuller shall not be entitled to, nor does this Agreement confer upon Tuller, any benefits which might otherwise be available to employees of City.

6. EMPLOYMENT STATUS. Tuller acknowledges and agrees that he is an independent contractor and not an employee of City.

7. TERMINATION. This Agreement may be terminated by either party, for cause, or for any other reason, by giving the other party thirty (30) days written notice. Early termination of this Agreement shall end any right of Tuller for further compensation under this Agreement, although City shall owe Tuller for any compensation earned for services provided up to date of termination.

8. INDEMNIFICATION. City agrees to indemnify Tuller for any and all damages, claims, or losses caused to any animal, person, or property as a result of the negligence, act, or omission of any employee, agent, or representative of City. Tuller agrees to indemnify City for any and all damages, claims, or losses caused to any animal, person, or property as a result of the negligence, acts, or omissions of Tuller, or any employee, agent, or representative of Tuller.

9. SUFFICIENCY OF FUNDS. In the event sufficient funds shall not be appropriated by the City for the payments required under the terms and conditions of this Agreement, City may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.

10. AUTHORITY. City represents, covenants, and warrants that it is a political body constituting a political subdivision existing under the laws of the State of Kansas, and thereby City has been approved by the constitution and laws of the State of Kansas to enter into this Agreement and effect all of City's obligations under this Agreement. All necessary actions by the Governing Body of City have been taken to enter into this Agreement.

11. LEGISLATIVE CHANGE. This Agreement is subject to change or termination by the Legislature of the State of Kansas.

12. GENERAL COVENANTS.

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

(1) To City:
City Manager
P. O. Box 998
Garden City, Kansas 67846

and to:

Chief of Police
304 North Ninth
Garden City, Kansas 67846

- (2) To Tuller:
Eric G. Tuller, DVM
1223 West Jones Avenue
Garden City, Kansas 67846

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

- (b) This instrument incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____
DAN FANKHAUSER, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk



ERIC G. TULLER, DVM



MEMO

To: City Commissioners
From: Matt Allen, City Manager
Date: November 1, 2013
Re: Pinegar Smith & Associates

CITY COMMISSION

DAN FANKHAUSER,
Mayor

ROY CESSNA

MELVIN DALE

JANET DOLL

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

The Southwest Kansas Coalition (SKC) would like to retain the professional advocacy services of Pinegar, Smith & Associates again this year, which requires the approval of the City Commission from each member City.

Background

Pinegar, Smith & Associates, a Topeka-based advocacy firm, has provided advocacy services for the Southwest Kansas Coalition for the past three years. Pinegar, Smith & Associates has proposed an annual contract that would run from October 2013 to October 2014. The proposal requires approval from the Governing Bodies of Garden City, Dodge City and Liberal.

The fee for the agreement would be \$35,000 annually, or \$2,916.67 per month. The Southwest Kansas Coalition would also be responsible for travel expenses for Pinegar, Smith & Associates.

Issues that are unique to each community individually could be addressed as long as there is not a conflict with the other cities. Fees for such individual service would be subject to a separate written agreement between the contracting City and Pinegar, Smith & Associates. In addition, this method for additional service would have to be agreed upon by all three communities.

Alternatives

1. Approve the proposal from Pinegar, Smith & Associates
2. Do not approve the proposal from Pinegar, Smith & Associates

Recommendation

Staff recommends consideration and approval of the agreement with Pinegar, Smith & Associates.

Fiscal Impact

Garden City will be responsible for one-third of the annual fee. The City's contribution would be paid by budgeted departmental funds for Professional Services.

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

Agreement for Professional Services

This Independent Contractor Agreement (the "Agreement") is entered into by and between Pinegar, Smith & Associates, Inc. (the "Consultant"), and Southwest Kansas Coalition (the "Client").

RECITALS

WHEREAS, the Client is in need of assistance in the area of government affairs and

WHEREAS, Consultant has agreed to perform consulting work for the Client in government affairs services and other related activities for the Client;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the Client professional services in the area of government affairs ("Consulting Services") as needed and requested.

A. Deliverables. Consultant will compile a distribution list in consultation with the Client. Reports, updates and other communication will be sent to those names on the distribution list on a monthly basis. In addition, a general legislative report will be conducted during the regular legislative session by telephone conference call on a weekly basis to include but not limited to legislation of a general interest and legislation that could impact or be of interest to the client. At the request of the Client or a member city, Consultant will be available for additional discussions with the Client via telephone.

2. Consideration.

A. Rate. Client shall pay Consultant, as Consultant's fee for the representation as provided in this Agreement, the sum of Thirty-five Thousand Dollars (\$35,000.00) payable in twelve (12) installments. The first installment of Two Thousand Nine Hundred Sixteen Dollars and 67 Cents (\$2,916.67) is due October 1, 2013. The remaining eleven (11) payments of Two Thousand Nine Hundred Sixteen Dollars and 67 Cents (\$2,916.67) each are payable the first day of each month. The Client shall pay Consultant the amounts due pursuant to submitted invoices received by the Client.

B. Professional Services To Cities Individually. The City of Dodge City, The City of Garden City and The City Liberal may individually utilize the professional services of the Consultant on matters outside the scope of this Agreement where no conflict of interest occurs. Consultant's professional fees for such individual service will be subject to a separate written agreement between the contracting city and Consultant. It shall be the collective responsibility of the city managers of The City of Dodge City, The City of Garden City and The City Liberal to determine no conflict exists among the cities for Consultant to provide professional services to cities individually. The City Manager of the City requesting such individual services shall submit to the other two Managers a brief written summary of the requested services. If no written objection to the request is made by either of the other managers, within five (5) working days following receipt of the summary, no conflict of interest shall be deemed to occur from the requested services.

C. Expenses. Additionally, the Client will pay Consultant for the following expenses: lobbyist registration fee for Client's interest; Hospitality, not to exceed \$1,000.00 per year unless prior approval by client is granted; travel expenses. (all travel by Consultant will be pre approved by Client); Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports when a report is received by the Client.

3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Client and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Client's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Client harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

4. Confidentiality. In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information that the Client or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client's personnel or their designees.

5. Term. This Agreement shall commence on October 1, 2013 and shall terminate on September 30, 2014, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before September 1, 2013.

6. Consultant's Taxpayer I.D. Number. The taxpayer I.D. number of the Consultant is 48-1249735. The Consultant will register with the Secretary of State to perform the agreed upon services enumerated herein.

7. Representations and Warranties. The Consultant will make no representations, warranties, or commitments binding the Client without the Client's prior consent. The Consultant makes no warranties or representation to Client concerning the success or results obtained from Consultant's services. All statements of Consultant on these matters are statement of opinion only.

8. Legal Right. Consultant covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of

others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Client from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Client to pay any amounts which remain unpaid under this Agreement.

9. The Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

10. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Consultant:
Pinegar, Smith & Associates, Inc.
513 SW Van Buren St.
Topeka, Kansas 66603

2. Notices to the Client:
Southwest Kansas Coalition
City of Dodge City
P.O. Box 880
Dodge City, Kansas, 67801.

WHEREFORE, the parties have executed this Agreement as of the date written above.

Southwest Kansas Coalition

By: _____
Ken Strobel
City of Dodge City

Date: _____

By: _____
Matt Allen
City of Garden City

Date: _____

By: _____
Dave Harrison, Mayor
City of Liberal

Date: _____

Pinegar, Smith & Associates, Inc.

By: John D. Pinegar
John D. Pinegar, President

Date: 10-1-2013

Other Entities Minutes