

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, July 15, 2014**  
**1:00 P.M.**

- I. No Pre-meeting.**
- II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. PUBLIC COMMENT** Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)
- VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
  - A. Randy Partington, ESGR (Employer Support of the Guard and Reserve) Area Chair for Southwest Kansas, wishes to recognize and honor former Fire Marshal Dan Wimmer and Jim Hemmert from J&J Heating & Air.
- VII. REPORT OF THE CITY MANAGER.**
  - A. City Engineer Steve Cottrell received the Government Engineer of the Award from the Kansas Society of Professional Engineers at their annual conference in Manhattan on June 19, 2014. City Engineer Cottrell was also sworn in as KSPE President for 2014-15.
  - B. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell, the monthly enplanement report, from Community Development Director Kentner the monthly building and code enforcement reports, from Public Works Director Curran the monthly city projects update, from Finance Director Hitz the monthly financials, from Public Utilities Director Muirhead the quarterly report and from Zoo Director Newland the monthly zoo report.
  - C. Meetings of note:
    - ✓ July 19, 2014 – Bowling for Rhinos at Hard Rock Lanes, 6:00 p.m. – 10:00 p.m.
    - ✓ July 23 – 26, 2014 – Finney County Fair
    - ✓ July 31, 2014 – City Employee Picnic at Finnup Park, Shelter #7 at 6:00 p.m.
    - ✓ August 4 – 10, 2014 – Southwest Kansas Pro-Am
    - ✓ August 7, 2014 – 2014 SHRM of SWKS Business Leadership Conference at GCCC
    - ✓ August 23 – 24, 2014 – Tumbleweed Festival at Lee Richardson Zoo
    - ✓ September 6, 2014 – A Wild Affair at Lee Richardson Zoo
    - ✓ September 11 – 13, 2014 – Garden City Classic at Buffalo Dunes Golf Course
    - ✓ September 18, 2014 – Diversity Dinner – Clarion Inn
    - ✓ September 19, 2014 – Multi-Cultural Summit – GCCC
    - ✓ September 20, 2014 – Fall Fest 2014
- VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

A. Appropriation Ordinance No. 2368-2014A.

**IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.**

A. Ordinance No. \_\_\_\_\_-2014, an ordinance regulating water utility service in the City of Garden City, Kansas; amending code Sections 90 112, 90-115, 90-118 and 90-119; repealing in their entirety current code Sections 90-112, 90-115, 90-118 and 90-119; all to the Code of Ordinances of the City of Garden City, Kansas.

B. Governing Body consideration and approval to amend Section 12.030, to allow Transitional Supportive Housing in the “P-F”, Public Facilities District and to amend Section 24.060 to define the off-street parking requirements for Transitional Supportive Housing. Staff recommends approval of this amendment as it is written with the use of conditional use permit.

1. Ordinance No. \_\_\_\_\_-2014, an ordinance amending the zoning regulations for The City of Garden City, Kansas; adopting new zoning regulations to regulate the public facilities district; amending Zoning Regulation Sections 2.030, 12.030, and 24.060; repealing in its entirety current zoning regulation Sections 2.030, 12.030, and 24.060. all to the Code of Ordinances of the City of Garden City, Kansas. (conditional use)

2. Ordinance No. \_\_\_\_\_-2014, an ordinance amending the zoning regulations for the City of Garden City, Kansas; adopting new zoning regulations to regulate the Public Facilities District; amending zoning regulation Sections 2.030, 12.020, and 24.060; repealing in its entirety current Zoning Regulation Sections 2.030, 12.020, and 24.060 all to the Code of Ordinances of the City of Garden City, Kansas. (Use by right)

C. Iglesia Cristiana Discipulos de Cristo requests annexation of an 8.8 acre tract at the northwest corner of Eighth Street and Bellevue Avenue. This is pursuant to an August 20, 2013 annexation agreement.

1. Ordinance No. \_\_\_\_\_-2014, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).

D. Kansas Children’s Service League requests vacation of a platted utility easement along the south boundary of their property at 705 Ballinger.

1. Ordinance No. \_\_\_\_\_-2014, an ordinance vacating a portion of a utility easement on Lot 1, Block 3, Gardendale Subdivision, all in the City of Garden City, Finney County, Kansas.

E. Resolution No. \_\_\_\_\_ - 2014, a resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering establishing a Rural Housing Incentive District within the city and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. (Prairie View Acres Project)

- F. Resolution No. \_\_\_\_\_ - 2014, 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 (1621 Summit Street – Maroon Chevy Impala and 302 N. 10<sup>th</sup> Street – Grey Buick Riviera).
- G. 2:00 p.m. – Public Hearing - In the second of several steps related to the expansion of the Stone Development, Inc. Tax Increment Financing district, the Governing Body is asked to conduct a Public Hearing in accordance with Resolution No. 2583-2014. Following the public hearing the Governing Body is asked to consider and approve an Ordinance amending the 2013 TIF district.
  - 1. Ordinance No. \_\_\_\_\_-2014, an ordinance of the Governing Body of the City of Garden City, Kansas making findings regarding the addition of area to an established redevelopment district within the City.

**X. OLD BUSINESS.**

- A. Several projects authorized in the 2014 budget and/or proposed in the 2014 Capital Improvement Programs require debt financing. City Engineer Cottrell has provided a memorandum for Governing Body consideration and approval.
- B. 1:30 p.m. – Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public with regard to the proposed 2015 Budget for the City of Garden City.
  - 1. Governing Body approval and authorization of the certificate of the budget, which summarizes the maximum levy of property tax for specific funds and the maximum expenditure for all funds of the City's budget.

**XI. NEW BUSINESS.**

- A. Staff recommends Governing Body consideration and approval of the Finnup Park Master Plan as presented to the Governing Body during the June 17, 2014 pre-meeting.
- B. FCEDC, Downtown Vision and the Garden City Area Chamber of Commerce recommend to Governing Body for consideration and approval of the creation of a Certificate of Zoning Compliance procedure for all new and relocating businesses with a flat fee and requiring no annual evaluation.
- C. Advisory Board Recommendations:
  - 1. The Traffic Advisory Board makes the following recommendation for the Governing Body consideration:
    - a. Approval to continue with targeted enforcement with the installation of flashing radar speed limits warning signs at Fair Street between Fleming Street and Camus Drive.
    - b. Review the criteria for installing speed controls in alleys.
    - c. Approve a request to change the on-street parallel parking spaces to 45% angle parking.

- d. Deny a request from Southard Corporation at 606 E. Kansas Avenue for access from Fourth Street for southbound traffic.
- e. Deny a request to install alley dips and signage behind 2012 E. Crestway Drive.
- f. Deny a request to install alley dips and signage behind 1010 E. Crestline Drive.

- 2. Garden City Housing Authority – 1 appointment
- 3. Garden City Recreation Commission – 1 appointment
- 4. Traffic Advisory Board – 1 appointment
- 5. Zoo Advisory Board – 1 appointment

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

- 1. Governing Body consideration and approval of the final plat and development agreement for Prairie View Acres Phase One.
- 2. Governing Body consideration and acceptance of utility easements along the west side of Magnolia Street, for an electric transmission line.

- a) Linda A. Batchelder
- b) Catherine A. Adams
- c) Stanley R. & Nancy J Bieker
- d)
- e) Mary Lou Shea Revocable Trust
- f) Martha Rudd
- g) Robert t. & Coleen F. Rupp
- h) Mumma Generation Skipping Trust
- i) Bernice R. Robinson
- j) Adah Ruth Jenkins Trust
- k) Mariella Keller
- l) Bernice Lear Kimbrough Living Trust
- m) Ronald D. Lucas Revocable Trust

- 3. KDOT has provided Agreement No. 440-14 to the City of Garden City, Kansas for the FY 2014 Federal Fund Exchange program, which is for modified sealing of arterial and collector streets.
- 4. Governing Body consideration and approval of a professional services agreement for the Fire Facilities Study with Emergency Services Consulting International, in the amount of \$26,000.00.
- 5. Governing Body consideration and approval of a 2014 Vegetation Mowing application from Mark Schiffelbein.
- 6. Quit Claim Deed from Doloris J. Long transferring Space 8, Lot 159, Zone C of Sunset Memorial Gardens to Dinah L. Leach.

- 7. Quit Claim Deed from heir of Leroy J. or Dolly P. Garman transferring Spaces 3 and 4, Lot 144, Zone K of Valley View Cemetery to Clinton L. Garman.
- 8. Permission for Mr. &/or Mrs. Richard L. Henkle to reserve Spaces 1, 2, 3, 4, 5, 6, 7, and 8, Lot 65, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
- 9. Licenses:

**(2014 New)**

- a) Don Harness .....Temporary Cereal Malt Beverage
- b) Janet Doll Goldsmith..... Precious Metal Dealer's
- c) Medina Mechanical..... Class D-M Mechanical

**XII. CITY COMMISSION REPORTS.**

A. Commissioner Law

B. Mayor Cessna

C. Commissioner Dale

D. Commissioner Doll

E. Commissioner Fankhauser

**XIII. ADJOURN.**

## THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

July 1, 2014

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, July 1, 2014 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Mark Pamplin was present and updated the Governing Body on the fundraising for The State Theater project. Mr. Pamplin will attend the October 21, 2014 City Commission meeting to give an update on the progress of the fundraising efforts.

Commissioner Fankhauser moved to approve the requests from Lindsey Becker for a waiver to the current and future noise ordinance, waiver of the sign permit fee and a waiver to park in the empty lot to the east of the building on August 8 & 9, 2014, September 12 & 13, 2014 and October 10 & 11, 2014 from 8:00 p.m. – 11:30 p.m. at the Jax Sports Grille at 1907 E. Mary Street for outdoor music concerts. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Staff updated the Governing Body on a citizen's concern about alcohol use at the restaurant site at 606 W. Fulton Street, former El Zarape Restaurant.

Staff provided several items of information for Governing Body review including the following: from Communications Specialist Freburg the monthly report and from Finance Director Hitz the monthly sales tax report

Meetings of note:

- ✓ July 10, 2014 – Black Hills Energy public hearing at the Finnup Center at 6:00 p.m.
- ✓ July 19, 2014 – Bowling for Rhinos at Hard Rock Lanes, 6:00 p.m. – 10:00 p.m.
- ✓ July 23 – 26, 2014 – Finney County Fair
- ✓ August 4 – 10, 2014 – Southwest Kansas Pro-Am
- ✓ August 7, 2014 – 2014 SHRM of SWKS Business Leadership Conference at GCCC
- ✓ August 23 – 24, 2014 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ September 6, 2014 – A Wild Affair at Lee Richardson Zoo
- ✓ September 11 – 13, 2014 – Garden City Classic at Buffalo Dunes Golf Course
- ✓ September 18, 2014 – Diversity Dinner – Clarion Inn
- ✓ September 19, 2014 – Multi-Cultural Summit – Garden City Community College
- ✓ September 20, 2014 – Fall Fest 2014

Appropriation Ordinance No. 2367-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,845,015.36,” was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2367-2014A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2590-2014, “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 (504 N. 3rd Street and 305 W. Mary Street),” was read and considered section by section. Commissioner

Fankhauser moved to approve Resolution No. 2590-2014. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve and directed staff to proceed with a negotiated contract with Emergency Services Consulting International for a Fire Facility Study. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Finance Director Hitz and staff reviewed with the Governing Body the proposed Notice of Hearing for the City of Garden City 2015 Budget. The budget calendar identifies this as the final opportunity for the Governing Body to make amendments prior to publication of the proposed mill levy for public hearing on July 15, 2014 at 1:30 p.m. At that meeting, the Commission may make changes to the 2015 Budget, but not in a manner that would increase the property tax mill levy beyond what was published. Staff will also be available to discuss any remaining issues or concerns.

Commissioner Fankhauser moved to set a Public Hearing for July 15, 2014 at 1:30 p.m. to take into consideration the City Manager's proposal for the 2015 Budget, per the proposed notice of hearing. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Kim Inderlied, Executive Director at Finney County Convention & Visitors Bureau presented their quarterly report.

Commissioner Fankhauser moved to approve and appoint David Coltrain to fill an unexpired term on the Parks & Tree Advisory Board until December 2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. Governing Body consideration and approval of the Grant Agreement for AIP 36 – Reconstruction of Taxiway C West of Runway 17-35 (Design Only) between the City of Garden City and U.S. Department of Transportation Federal Aviation Administration.
2. Governing Body consideration and acceptance of a utility easement along the drainage ditch south of Spruce Street, for an electric transmission line.
  - a) Bert Mastin
  - b) Geri Rowland
  - c) Towns & Sons Enterprises, LP
3. Quit Claim Deed from the Heir of C.A. (Milhon) Ary transferring Spaces 5, 6, 7 and 8, Lot 214, Zone A of Sunset Memorial Gardens to the City of Garden City, Kansas.
4. Quit Claim Deed from Gerald A. Cates transferring Spaces 5 and 6, Lot 108, Zone C of Sunset Memorial Gardens to Betty &/or Richard Schreibvogel.

5. Permission for Hector Rivera to reserve spaces 3 & 4, Zone J of Valley View Cemetery for the consideration of \$50.00 for a period of one year.

6. Licenses:

(2014 New)

- a) Marlan Wilson – Elks Lodge ..... Temporary Cereal Malt Beverage
- b) AAA Pawn Shop & Armory Inc. .... Pawnbroker
- c) Wooden Nickel Pawn Shop ..... Pawnbroker
- d) AAA Pawn Shop & Armory Inc. .... Precious Metal Dealer
- e) Gipson Diamond Jewelers ..... Precious Metal Dealer
- f) Linenberger Jewelry ..... Precious Metal Dealer
- g) Wooden Nickel Pawn Shop ..... Precious Metal Dealer
- h) AES Mechanical Services Group, Inc. .... Class D-M Mechanical
- i) Castrellon Construction ..... Class E-SOC Specialized Other
- j) AEGIS Fire Protection, LLC ..... Class E-F Fire Sprinkler & Protection

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 10 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 2:58 p.m. with City Attorney Grisell, City Manager Allen and Public Utilities Director Muirhead present. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At the expiration of the designated time, and in open session, Mayor Cessna stated no action was taken.

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

\_\_\_\_\_  
Roy Cessna, Mayor

ATTEST:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

**City Commission Reports**

Commissioner Fankhauser noted the sales tax report looks great for the first six months of 2014 and stated by his calculations it is a 6.8% increase over the same time in 2013. Commissioner Fankhauser thanked staff for their hard work during the budget process.

Commissioner Law stated it is hard work that everyone puts in for the budget process and he thanks staff for that effort. Commissioner Law stated he was happy to see a bump to the salary pool and hopes with the mill levy the City might be able to hire new staff members.

Mayor Cessna echoed the recognition to staff for their work during the budget process. Mayor Cessna thanked the city crews that assisted in the many issues with the recent heavy rainfall. Mayor Cessna stated there is a lot to be proud of here in Garden City and encouraged everyone to keep up the good work.

Commissioner Dale thanked city staff for their work on the budget information presented. Commissioner Dale thanked Kim Inderlied, Executive Director at Finney County Convention & Visitors Bureau for her enthusiastic presentation and stated you can tell she enjoys her job. Commissioner Dale stated he is very proud of the people that work at Convention & Tourism Bureau and also Downtown Vision and the Chamber of Commerce, these offices promote Garden City very well.

Commissioner Doll thanked staff for their work in the budget process and how it was presented to Commissioners. Commissioner Doll thanked the Emergency Responders for their work in the recent rainstorms.

# Petitions

# Memo

To: Garden City Commission  
Matt Allen, City Manager

From: Randy Partington,

Date: 7/15/2014

Re: ESGR Patriot Award

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On behalf of the Employer Support of the Guard and Reserve (ESGR), I will be at the July 15, 2014 city commission meeting presenting a Patriot Award to former Garden City Fire Marshal Dan Wimmer and Jim Hemmert from J&J Heating & Air. The Patriot Award is awarded as the result of a nomination by city employee Juan Barajas Leon.

The Patriot Award is given to individuals who have taken extra measures including flexible schedules, time off prior to and after deployment, caring for families and granting leaves of absence if needed for members of the Guard or Reserve. Below is the actual nomination by Mr. Barajas Leon for both Mr. Wimmer and Mr. Hemmert.

I am writing to nominate the Garden City, Kansas Fire Department and the Fire Marshal Dan Wimmer for their actions and duties. I am currently deployed to Afghanistan, my wife called me at the beginning of March and told me the basement was flooded and the boiler stopped working and caused the flooding in the basement. My wife requested help from the City Building and they sent the Fire Department. Furthermore, Dan Wimmer and his crew members went to my residence and inspected the boiler and they located numerous irregularities with the heater system. Dan Wimmer went above and beyond his duties to locate a specialist in heater systems. Jim Hammert was contacted and he went to my residence and repaired the heater system and AC and when he found out I was deployed, he did not charge me for fixing my heater and AC system. In my opinion, there are few business men that would do something like this, Mr. Jim is a proud American and supporter of the USA Troops. Thanks to the excellent duty Mr. Jim had realized, I felt relieved that my family, wife and three children would not have to pass a hardship due to the boiler being broken and it was fixed by Mr. Jim and his company. I am thankful and I can focus on my mission in Afghanistan.

To Dan Wimmer and his crew, they inspected my house and replaced old fire detectors and placed new ones in all the rooms. The Fire Department did a great job locating those discrepancies in the heater and ac systems. They have prevented a tragedy from happening, they went above their duties and obligations to put my residence over safety standards and kept my family safe, they continue to check my residence to confirm everything is okay.

Thanks to the Garden City, Kansas Fire Department and Jim Hammerek. I cannot repay what they have done for my family and I. An outstanding support to a member of the United States Army Reserve, glad to live in this city.

ESGR is proud to present the Patriot Award to Mr. Wimmer and Mr. Hammert.

# Report of the City Manager



# **Kansas Society of Professional Engineers**

FOR IMMEDIATE RELEASE  
June 25, 2014

CONTACT: Amy Dubach  
785.233.2121

## **STEVE COTTRELL RECEIVES KSPE GOVERNMENT ENGINEER AWARD**

**Topeka, KS** – Steve Cottrell of Garden City recently received the Kansas Society of Professional Engineers 2014 Government Engineer Award.

Criteria considered for the Government Engineer of the Year Award in the selection process are: KSPE membership, education, professional registration, awards and honors, civic and humanitarian activities, continuing education, and engineering achievements.

Mr. Cottrell is the City Engineer for the City of Garden City, overseeing all construction on public rights-of-way, providing engineering services to all City Departments and coordinating engineering services involved with private development projects. He has been with the City of Garden City for over 30 years. He has improved the lives of multiple generations of citizens and helped the City realize significant growth in population and economic development.

Mr. Cottrell has been involved in numerous road and intersection improvements. In 2013, the US 83 Bypass was widened and rebuilt between Fulton Street and Kansas Avenue, including the addition of turn lanes and a traffic signal. This project was necessary to promote commercial development on the East side of the city. Additionally, he led the project to redesign the intersection of Highway 156 with Mary Street and Jennie Barker Road. The complicated intersection of two city streets converging with Highway 156 was improved with safer geography and improved line-of-site, which has resulted in fewer accidents.

Active in KSPE for 25 years, Mr. Cottrell is the newly elected President of KSPE. He is also a member of the American Public Work Association and the Kansas Society of Land Surveyors.

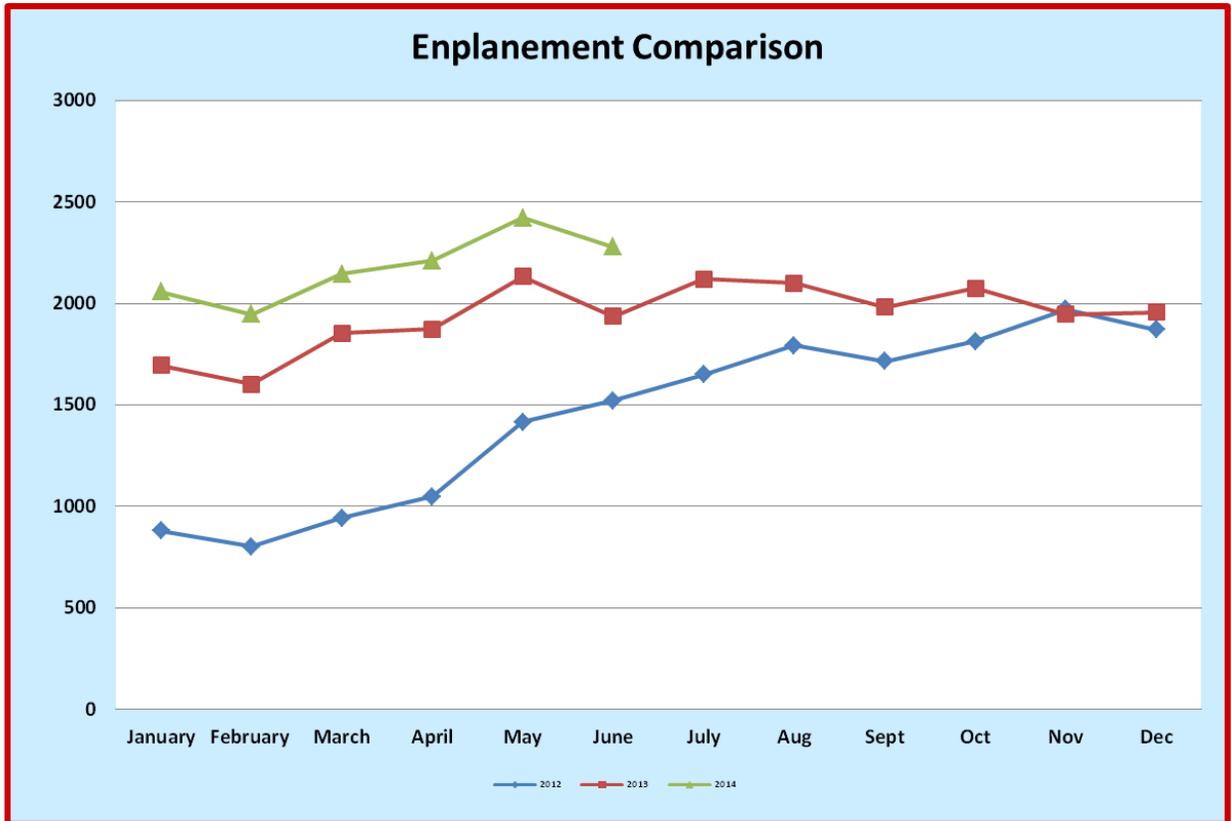
The **Kansas Society of Professional Engineers (KSPE)** is a professional organization offering membership to approximately 600 engineers practicing in Kansas. Members work in a variety of capacities and are a diversified group with backgrounds in all engineering disciplines.

The KSPE mission is to promote, recognize, and enhance the engineering profession by delivering professional development products and services, encouraging licensure, and advocating legislation and public policy for the betterment of human welfare and the profession.

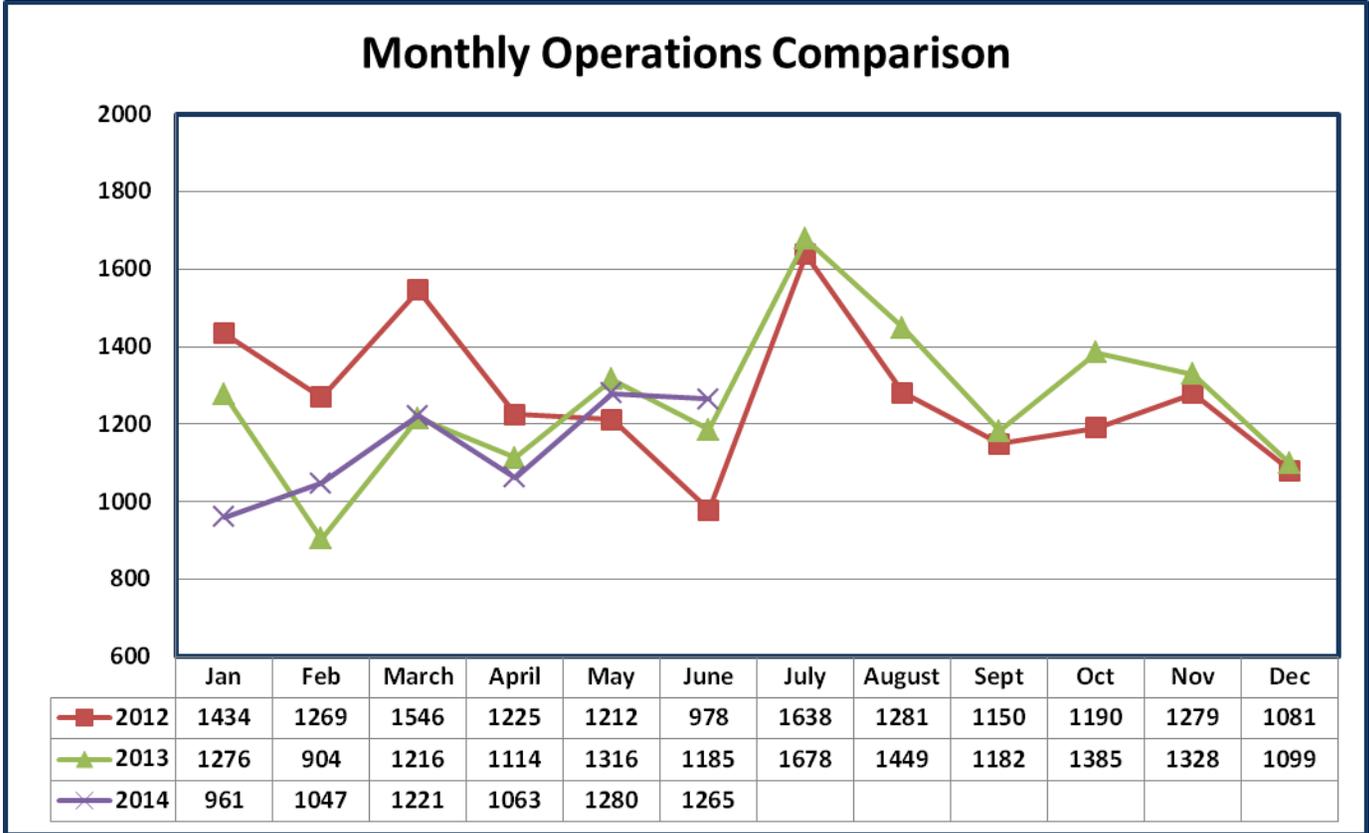
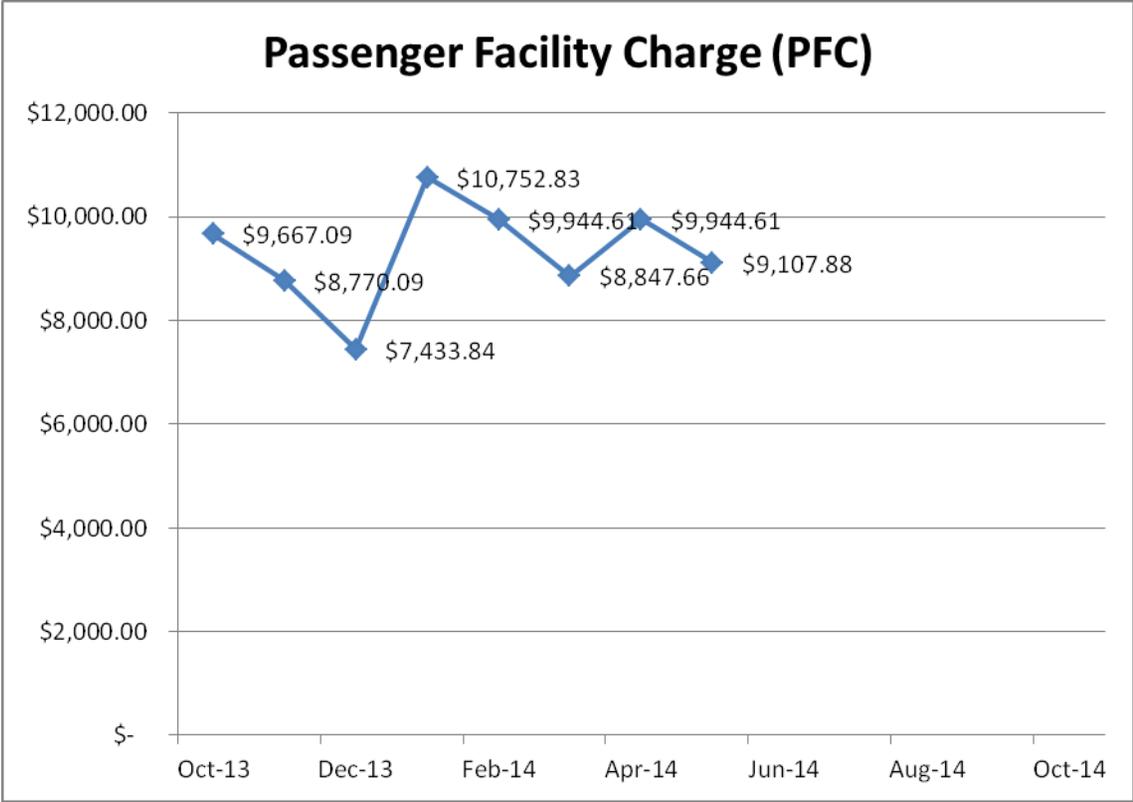
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# Staff Reports

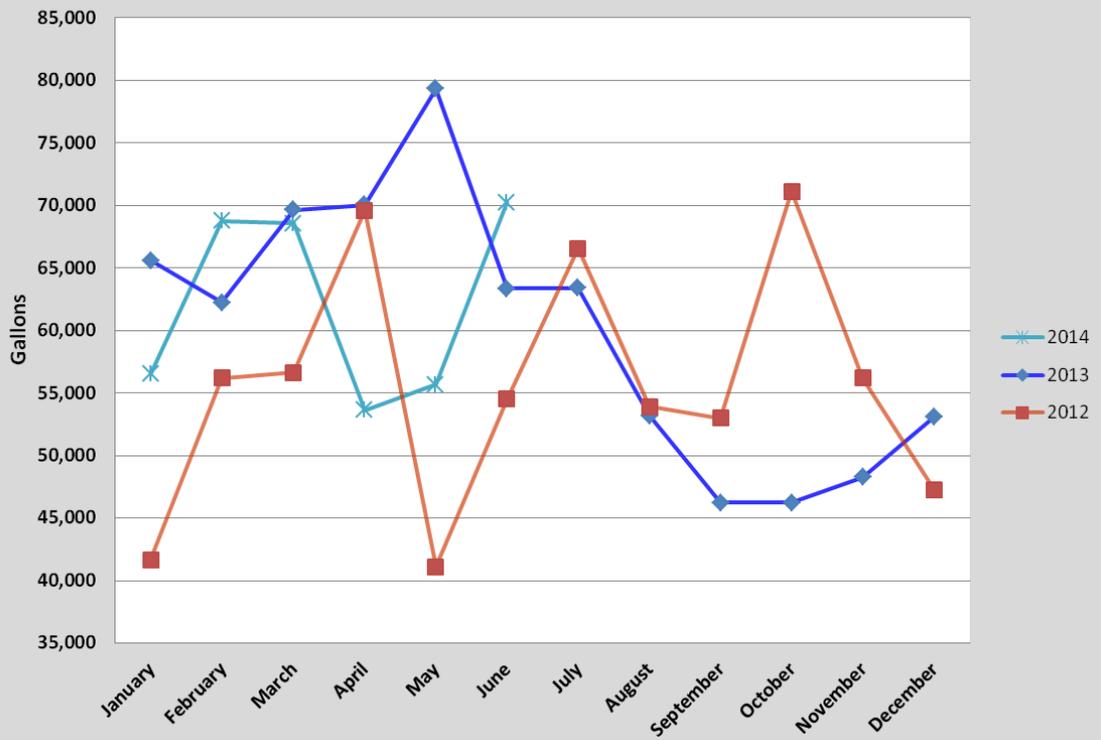
## GARDEN CITY REGIONAL AIRPORT MONTHLY REPORTS



Total Enplanements			
2014	American Eagle	Republic	Total
Jan	2058	63	2121
Feb	1946	75	2021
March	2146	67	2213
April	2163	48	2211
May	2423		2423
June	2210	68	2278
July			0
Aug			0
Sept			0
Oct			0
Nov			0
Dec			0
<b>TOTAL</b>	<b>12946</b>	<b>321</b>	<b>13267</b>

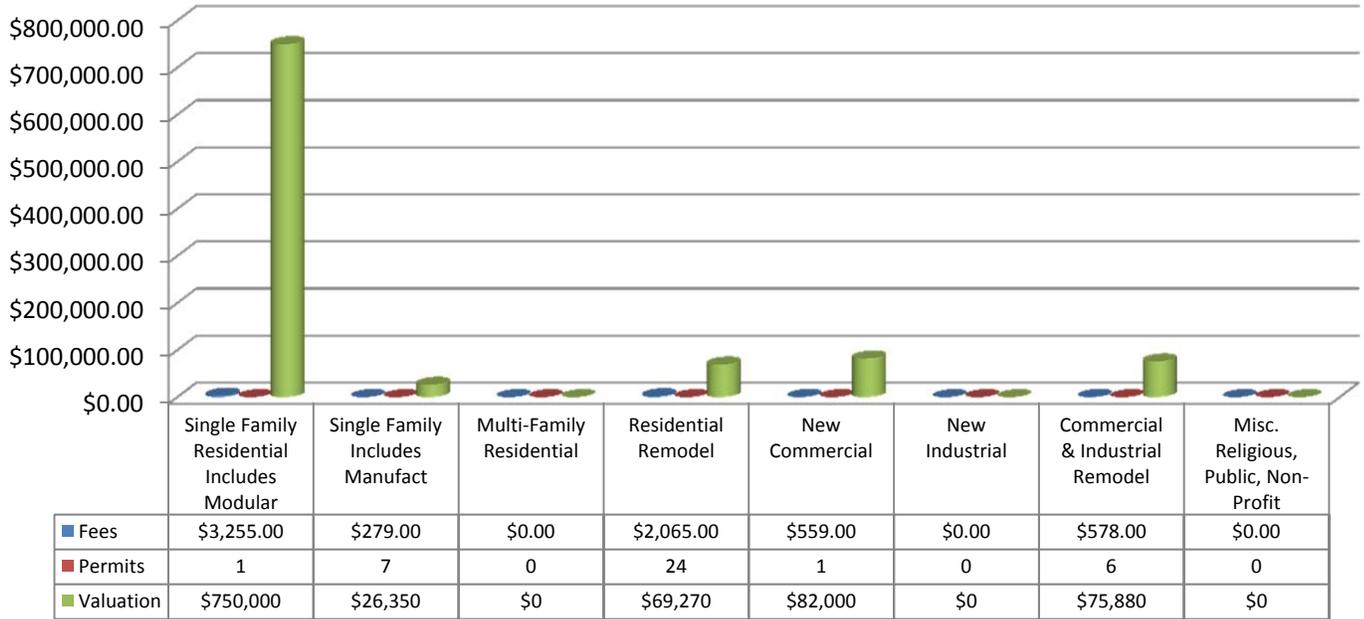


# Fuel Sale Comparison



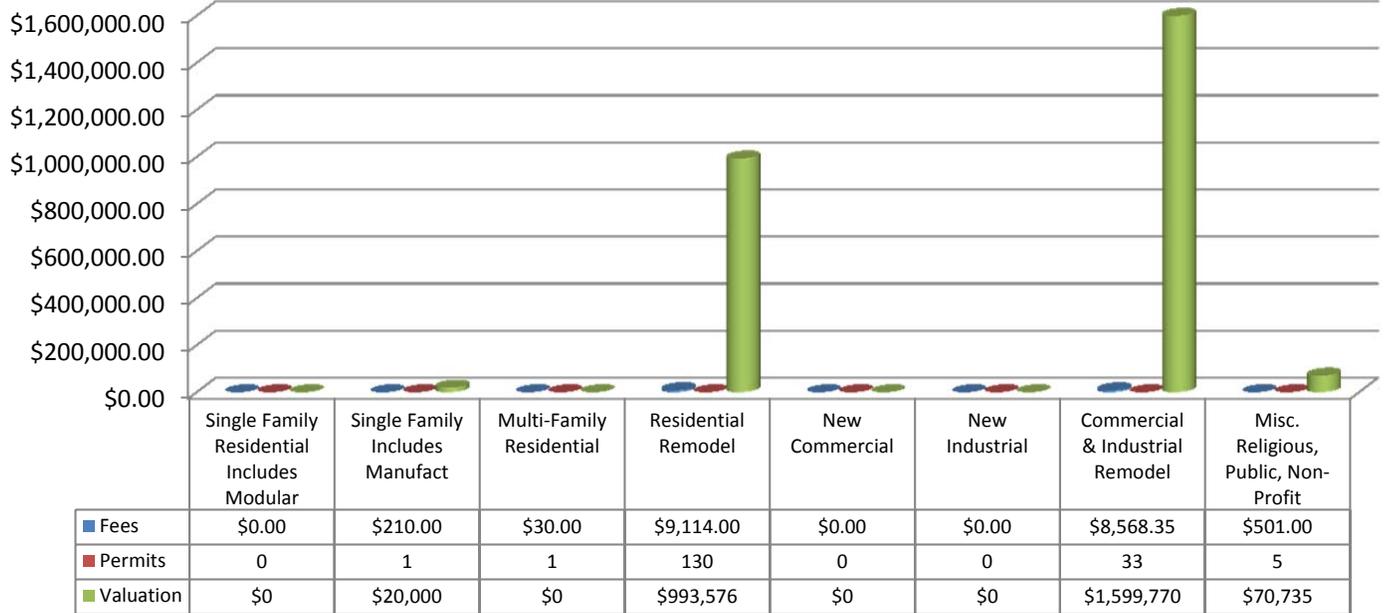
# Planning & Community Development Building Report June 2014





Permit Type	Address	Structure	Project Description
BUILDING PERMIT	2001 West FULTON	Commercial/Industrial Remodel	R/R DOCK W/ NEW RAMP
BUILDING PERMIT	902 South 83 FRONTAGE	Commercial/Industrial Remodel	REPAIR STORM DAMAGE
BUILDING PERMIT	3113 West JONES	New Commercial	40X80 METAL BUILDING
BUILDING PERMIT	875 SAGE HILL	Residential Remodel	REROOF
BUILDING PERMIT	2102 CANTERBURY	Residential Remodel	COVERED PATIO
BUILDING PERMIT	3865 QUARTER HORSE	Residential Remodel	INSTALL 32SQ COMP SHINGLES
BUILDING PERMIT	2601 MARY LOT 207	Residential Remodel	8X8 DECK
BUILDING PERMIT	1608 LINCOLN	Residential Remodel	8X8 GAZEBO
BUILDING PERMIT	1100 RIDGE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	800 SAGE HILL	Residential Remodel	R/R 40SQ COMP SHINGLES
BUILDING PERMIT	4050 SCHULMAN	Residential Remodel	11X25 PATIO
BUILDING PERMIT	905 MAIZE	Residential Remodel	10X10 FRONT PORCH, 12X12 SHED & 18X20 CARPORT
BUILDING PERMIT	2308 MENKE	Residential Remodel	16X40 STORAGE BUILDING
BUILDING PERMIT	2401 West KANSAS LOT 115	SF Manufactured (HUD Standards)	MOVE IN 2002 MOBILE HOME
BUILDING PERMIT	4815 North DOLL Road	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
DEMO PERMIT	5735 OLD POST	Residential Remodel	DEMO MOBILE HOME
ELECTRICAL	902 South 83 FRONTAGE	Commercial/Industrial Remodel	PROVIDE TEMP POWER TO BUILDING FOR LIGHTING DUE TO THUNDERSTORM DAMAGE
ELECTRICAL	4530 West JONES	Commercial/Industrial Remodel	REPAIR ELECTRICAL SERVICE
ELECTRICAL	2601 MARY LOT 116	Residential Remodel	INSTALL 100 AMP WIRE TO MOBILE HOME CONNECTION
ELECTRICAL	2401 West KANSAS #115	Residential Remodel	UNDERGROUND SECONDARY 100 AMP SINGLE PHASE 120/240V LINE AND MOBILE HOME CONNECTION
ELECTRICAL	2970 North ANDERSON LOT 134	SF Manufactured (HUD Standards)	ELECTRICAL SECONDARY & SERVICE LINE TO RV LOT
ELECTRICAL	2970 North ANDERSON LOT 132	SF Manufactured (HUD Standards)	ELECTRICAL UNDERGROUND SECONDARY & SERVICE LINE TO RV LOT
ELECTRICAL	2970 North ANDERSON LOT 133	SF Manufactured (HUD Standards)	ELECTRICAL SECONDARY & SERVICE LINE TO RV LOT
GAS	2601 MARY LOT 116	Residential Remodel	GAS PRESSURE TEST

GAS	2401 West KANSAS #115	Residential Remodel	GAS CONNECTION TO MOBILE HOME
MECHANICAL	3020 West JONES	Commercial/Industrial Remodel	C/O AIR CONDITIONING
MECHANICAL	2050 MILFORD	Residential Remodel	C/O CONDENSER & EVAPORATOR COIL
MECHANICAL	2085 CC RIDER	Residential Remodel	C/O HEAT PUMP & COIL
MECHANICAL	107 CAMBRIDGE	Residential Remodel	C/O 75K FURNACE & 3TON A/C
MECHANICAL	7255 East LOWE	Residential Remodel	C/O AIR CONDITIONING CONDENSER
MECHANICAL	6450 OLD POST	Residential Remodel	R/R 4 TON A/C
MECHANICAL	4770 SCHULMAN	Residential Remodel	REPLACE A/C CONDENSER
PLUMBING	505 INDUSTRIAL	Commercial/Industrial Remodel	REPLACE WATER LINE
PLUMBING	1204 NANCY	Residential Remodel	R/R WATER HEATER-EMERGENCY, NO GAS
PLUMBING	2815 North Jennie Barker Road	Residential Remodel	INSTALL TIE-IN & BACKFLOW FOR SPRINKLER SYSTEM
PLUMBING	2401 West KANSAS #115	Residential Remodel	WATER & SEWER CONNECTION TO MOBILE HOME
PLUMBING	2970 North ANDERSON LOT 134	SF Manufactured (HUD Standards)	WATER & SEWER SERVICE LINES TO RV LOT
PLUMBING	2970 North ANDERSON LOT 132	SF Manufactured (HUD Standards)	WATER AND SEWER LINE & SERVICE LINE TO RV LOT
PLUMBING	2970 North ANDERSON	SF Manufactured (HUD Standards)	WATER & SEWER SERVICE LINES TO RV LOT



Permit Type	Address	Structure	Project Description
BUILDING PERMIT	3225 PRAIRIE	Commercial/Industrial Remodel	2 OVERHEAD DOORS ON EXISTING BUILDING- K&A TRUCKING
BUILDING PERMIT	3020 West JONES	Commercial/Industrial Remodel	INSTALLATION OF ADDITIONAL DIESEL STORAGE & DISTRIBUTION (TANKS & CANOPY)
BUILDING PERMIT	903 West PROSPECT	Commercial/Industrial Remodel	WINDOW REPLACEMENT & WINDOW WRAPS
BUILDING PERMIT	511 West KANSAS	Commercial/Industrial Remodel	FINISH UP ELECTRICAL, INSTALL KITCHEN HOOD AND UPGRADE TO 200 AMP SERVICE
BUILDING PERMIT	1680 LAREU Road	Commercial/Industrial Remodel	INTERIOR FINISH-BLING
BUILDING PERMIT	1710 LAREU Road	Commercial/Industrial Remodel	INTERIOR FINISH- TJ MAXX
BUILDING PERMIT	1109 COLLEGE	Commercial/Industrial Remodel	R/R SIDEWALK
BUILDING PERMIT	503 East KANSAS	Commercial/Industrial Remodel	WALK-IN COOLER
BUILDING PERMIT	923 North TENTH	Commercial/Industrial Remodel	PERGOLA SHADE STRUCTURE
BUILDING PERMIT	105 North JENNIE BARKER	Commercial/Industrial Remodel	PREP BUILDING FOR OCCUPATION/BATHROOM
BUILDING PERMIT	3095 North EIGHTH	Commercial/Industrial Remodel	R/R 6 PANEL ANTENNAS, ADD 3 RRU'S & ASSOCIATED CABLES
BUILDING PERMIT	601 BUFFALO JONES	Residential Remodel	20X202 CARPORT
BUILDING PERMIT	2309 North SEVENTH	Residential Remodel	20X30 ADDITION
BUILDING PERMIT	1104 KINGSBURY	Residential Remodel	INSTALL FRONT PATIO
BUILDING PERMIT	511 North EIGHTH	Residential Remodel	R/R 20 SQ. COMP SHINGLES
BUILDING PERMIT	1202 East FULTON	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	950 North JENNIE BARKER #2	Residential Remodel	8X12 SHED
BUILDING PERMIT	605 EVANS	Residential Remodel	6FT WWOD FENCE
BUILDING PERMIT	704 East EDWARDS	Residential Remodel	REPLACE WINDOWS & DOORS
BUILDING PERMIT	304 North NINTH	Residential Remodel	NEW SIDING & WINDOW WRAPS
BUILDING PERMIT	950 North JENNIE BARKER	Residential Remodel	8X8 STORAGE SHED & 13X8 DECK
BUILDING PERMIT	1325 SUMMIT	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1514 JAN	Residential Remodel	CONCRETE FOOTER UNDER FENCE & 2 SMALL CONCRETE SLABS IN REAR YARD
BUILDING PERMIT	1903 CRESTWAY	Residential Remodel	ENCLOSE PORCH ROOF FOR LIVING AREA
BUILDING PERMIT	1701 East MARY Street	Residential Remodel	INTERIOR REMODEL

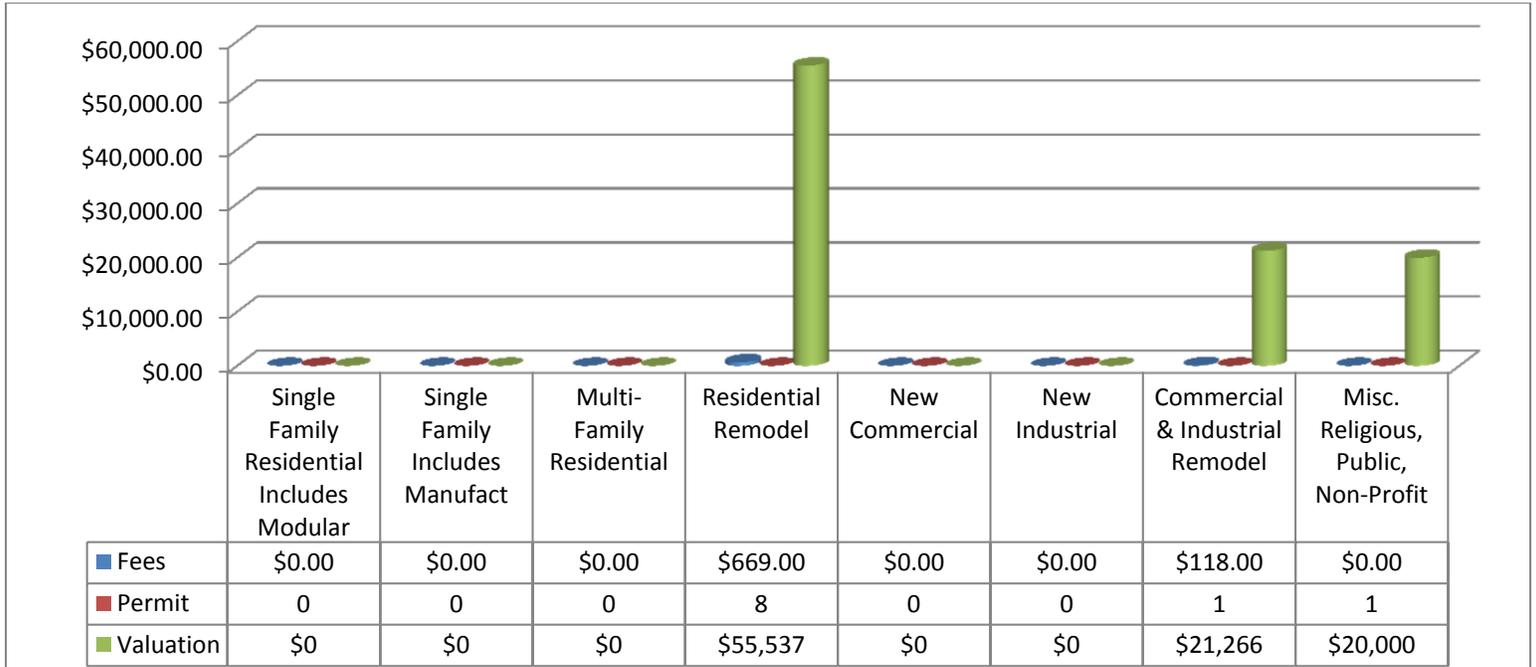
BUILDING PERMIT	1607 East FAIR	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	713 SUSAN	Residential Remodel	12x16 STORAGE SHED
BUILDING PERMIT	802 East HAMLIN	Residential Remodel	BRICK ENTIRE HOUSE
BUILDING PERMIT	1904 CENTER	Residential Remodel	REPLACE AND INSTALL 3 NEW WINDOWS AND FIX TRIM
BUILDING PERMIT	109 South THIRTEENTH	Residential Remodel	ADDITION W/ BASEMENT. PERMIT DOES NOT COVER SUB-CONTRACTORS.
BUILDING PERMIT	2804 LORAINE	Residential Remodel	R/R 20 SQ. COMP SHINGLES
BUILDING PERMIT	153 SHAMROCK	Residential Remodel	3ft & 6ft FENCE
BUILDING PERMIT	601 GARDEN CITY	Residential Remodel	REPAIR FIRE DAMAGE
BUILDING PERMIT	1707 NEIL	Residential Remodel	4X20 & 10X20 PATIO SLAB & 12X16 STORAGE SHED
BUILDING PERMIT	2515 COACHMAN	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1107 HARDING	Residential Remodel	R/R 37SQ COMP SHINGLES
BUILDING PERMIT	701 East JOHNSON	Residential Remodel	R/R 27SQ COMP SHINGLES
BUILDING PERMIT	208 South MAIN	Residential Remodel	R/R 63SQ. COMP SHINGLES
BUILDING PERMIT	2517 North MAIN	Residential Remodel	5X5 AWNING ON BACK DOOR & INSTALL NEW WINDOWS & DOORS
BUILDING PERMIT	518 JENNA	Residential Remodel	10X20 SHED
BUILDING PERMIT	1309 SUMMIT	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1907 A	Residential Remodel	6.4FT WOOD FENCE
BUILDING PERMIT	1610 GEORGE	Residential Remodel	14X11 SHED
BUILDING PERMIT	301 East SANTA FE	Residential Remodel	HOUSE ADDITION-RENEWAL OF B11-699
BUILDING PERMIT	715 AMY	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1812 SEQUOYAH	Residential Remodel	REPLACEMENT WINDOWS
BUILDING PERMIT	1421 West CAMPBELL	Residential Remodel	INSTALL VINYL SIDING
BUILDING PERMIT	211 PENNSYLVANIA	Residential Remodel	HOUSE ADDITION
BUILDING PERMIT	902 North MAIN	Residential Remodel	R/R 16SQ. COMP SHINGLES
BUILDING PERMIT	904 North MAIN	Residential Remodel	R/R 16SQ
BUILDING PERMIT	513 EUGENE	Residential Remodel	INTERIOR REMODEL,INCLUDES TANKLESS WATER HEATER, WATER LINE & DUCT WORK
BUILDING PERMIT	2137 PIONEER Road	Residential Remodel	FINISH BASEMENT
BUILDING PERMIT	205 South SIXTH	Residential Remodel	6 & 3 FT FENCE
BUILDING PERMIT	2111 B	Residential Remodel	9X9 SHED
BUILDING PERMIT	2712 SHAMUS	Residential Remodel	CONVERT 2 BEDROOMS INTO 1 BEDROOM, REPLACE WINDOW WITH DOOR & INSTALL 10X36X7X16 DECK
BUILDING PERMIT	2509 C	Residential Remodel	10X12 STORAGE SHED
BUILDING PERMIT	1620 East SPRUCE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	404 WASHINGTON	Residential Remodel	14X12 PORCH & SIDEWALK-RENEWAL OF B12-87
BUILDING PERMIT	1706 SUMMERWOOD	Residential Remodel	NEW 12 X 40 PATIO W/ COVER
BUILDING PERMIT	515 North TWELFTH	Residential Remodel	LOWER RV PORT COVER/SHED 10X14
BUILDING PERMIT	2107 A	Residential Remodel	CAR PORT, PATIO COVER AND PORCH COVER
BUILDING PERMIT	904 North SEVENTH	Residential Remodel	ADD BATHROOM, NEW FLOORING
BUILDING PERMIT	904 North SEVENTH	Residential Remodel	NEW SIDEWALK FROM HOUSE TO GARAGE
BUILDING PERMIT	1609 CONKLING	Residential Remodel	NEW KITCHEN CABINETS, FLOORING, SIDING, REPAIR SIDEWALK TO DRIVEWAY
BUILDING PERMIT	1609 CONKLING	Residential Remodel	REPAIR SIDEWALK FROM HOUSE TO DRIVEWAY
BUILDING PERMIT	612 MAGNOLIA	Residential Remodel	REPLACE SIDING
BUILDING PERMIT	403 West EDWARDS	Residential Remodel	SIDING & WINDOWS
BUILDING PERMIT	2403 LEE	Residential Remodel	RE-ROOF: 30 YEAR SHINGLES
BUILDING PERMIT	1811 PAWNEE	Residential Remodel	TEAR OFF AND RE-ROOF
BUILDING PERMIT	2010 ARAPAHO	Residential Remodel	TEAR OFF AND RE-ROOF
BUILDING PERMIT	606 SARAH	Residential Remodel	PATIO COVER
BUILDING PERMIT	1609 CONKLING	Residential Remodel	WINDOW REPLACEMENT
BUILDING PERMIT	904 North SEVENTH	Residential Remodel	WINDOW REPLACEMENT
BUILDING PERMIT	5735 OLD POST	Residential Remodel	INSTALL 16X72 1994 MOBILE HOME
BUILDING PERMIT	614 MAGNOLIA	Residential Remodel	NEW SIDING
BUILDING PERMIT	2203 PIONEER Road	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	2173 PIONEER Road	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	2213 PIONEER Road	Residential Remodel	6FT WOOD FENCE

BUILDING PERMIT	2916 CLIFF	Residential Remodel	10X18 STORAGE SHED
BUILDING PERMIT	107 WINCHESTER	Residential Remodel	INSTALL 16X32 INGROUND POOL
BUILDING PERMIT	2007 OLD MANOR	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	706 North SEVENTH	Residential Remodel	R/R 18 SQ COMP SHINGLES
BUILDING PERMIT	504 CHESTERFIELD	Residential Remodel	R/R 17 SQ. COMP SHINGLES
BUILDING PERMIT	611 North NINTH	Residential Remodel	R/R 18SQ. COMP SHINGLES
BUILDING PERMIT	604 West MAPLE	Residential Remodel	INSTALL HORSE STABLES
BUILDING PERMIT	162 HONEY BEE	SF Manufactured (HUD Standards)	INSTALL 1999 16X80 CLAY MOBILE HOME
CURB CUT	345 South JENNIE BARKER	Misc	R/R DRIVEWAY APRON
CURB CUT	2319 BELMONT	Residential Remodel	R/R DRIVEWAY
CURB CUT	520 North TENTH	Residential Remodel	R/R SIDEWALK
CURB CUT	1514 SUNDANCE	Residential Remodel	R/R SIDEWALK, DRIVEWAY & APPROACH
CURB CUT	1510 SUNDANCE	Residential Remodel	R/R DRIVEWAY
CURB CUT	111 West KANSAS	Residential Remodel	NEW DRIVE APRON & ROCK SURFACE
CURB CUT	1022 North FIFTH	Residential Remodel	REPLACE SIDEWALK
CURB CUT	518 North TAYLOR	Residential Remodel	RENEWAL-CURBCUT, DRIVEWAY & APPROACH
CURB CUT	411 West FAIR	Residential Remodel	REPAIR DRIVEWAY
DEMO PERMIT	1701 East MARY Street	Commercial/Industrial Remodel	INTERIOR DEMO
DEMO PERMIT	419 North MAIN	Commercial/Industrial Remodel	INTERIOR DEMO
ELECTRICAL	2840 East SCHULMAN	Commercial/Industrial Remodel	MOVE EXISTING OVERHEAD ELECTRICAL SERVICE TO BE UNDERGROUND SERVICE AT BACK OF BUILDING
ELECTRICAL	622 North EIGHTH	Commercial/Industrial Remodel	REWORK UNDERGROUND 200 AMP SERVICE
ELECTRICAL	2405 FULTON	Commercial/Industrial Remodel	INSTALL FOUR PARKING LIGHT POLES IN THE WEST PARKING LOT
ELECTRICAL	1809 OROSCO	Residential Remodel	SERVICE TO A/C & GFI
ELECTRICAL	701 East WALNUT	Residential Remodel	REPAIR OVERHEAD SERVICE
ELECTRICAL	2317 North SIXTH	Residential Remodel	ELECTRICAL SERVICE REPAIR
ELECTRICAL	2860 SCHULMAN	Residential Remodel	MOVE EXISTING OVERHEAD ELECTRICAL SERVICE TO BE UNDERGROUND SERVICE AT BACK OF BUILDING
ELECTRICAL	2820 SCHULMAN	Residential Remodel	MOVE EXISTING OVERHEAD ELECTRICAL SERVICE TO BE UNDERGROUND SERVICE AT BACK OF BUILDING
ELECTRICAL	601 GARDEN CITY	Residential Remodel	REPLACE FAILED PANEL
ELECTRICAL	601.5 GARDEN CITY	Residential Remodel	INSPECT FOR ELECTRICAL DAMAGE DUE TO FIRE
ELECTRICAL	1803 A	Residential Remodel	REPLACE DAMAGED ELECTRICAL SERVICE-EMERGENCY REPAIR
ELECTRICAL	318 North TENTH	Residential Remodel	UPGRADE SERVICE TO 200 AMP & REFEED GARAGE
ELECTRICAL	1105 SAFFORD	Residential Remodel	REWORK 100 AMP SERVICE & CONNECT NEW A/C
ELECTRICAL	1205 North MAIN	Residential Remodel	REPAIR SERVICE DAMAGED BY FALLING TREE BRANCH-EMERGENCY REPAIR
ELECTRICAL	1605 CENTER	Residential Remodel	REWORK 100 AMP SERVICE-EMERGENCY REPAIR
EXCAVATION	1212 STONE CREEK Drive	Commercial/Industrial Remodel	GROUND EXCAVATION & PREPARATION OF SAMY'S ADDITION
EXCAVATION	202 & 204 COLLEGE Drive	Multi-Family	EXCAVATION IN ALLEY- INSTALL SERVICE SEWER LINE
EXCAVATION	1913 C	Residential Remodel	SEWER LINE REPAIR
EXCAVATION	1908 North EIGHTH	Residential Remodel	REPACE SEWER LINE
EXCAVATION	615 PENNSYLVANIA	Residential Remodel	REPLACE SEWER LINE
GAS	326 North TENTH	Residential Remodel	REPAIR GAS SERVICE LINE
GAS	1204 LABRADOR	Residential Remodel	GAS PRESSURE TEST
GAS	162 HONEY BEE	Residential Remodel	INSTALL 1999 16X80 CLAY MOBILE HOME
GAS	5980 North THIRD	Residential Remodel	GAS PRESSURE TEST-EMERGENCY REPAIR
GAS	410 West BELLEVUE	Residential Remodel	REPAIR GAS LINE & PRESSURE TEST
MECHANICAL	3101 East KANSAS	Commercial/Industrial Remodel	R/R 35 ROOD TOP UNITS & 2 RADIANT HEATERS
MECHANICAL	1210 FLEMING	Commercial/Industrial Remodel	CHANGE OUT TWO ROOF TOP UNITS
MECHANICAL	801 CAMPUS	Misc	40 GALLON ELECTRIC WATER HEATER IN LIBRARY
MECHANICAL	812 BANCROFT	Residential Remodel	REPLACE A/C
MECHANICAL	1706 PINECREST	Residential Remodel	C/O 2.5 TON A/C & 75K 80% FURNACE
MECHANICAL	1609 CONKLING	Residential Remodel	C/O 75K 80% FURNACE & 2.5 TON A/C
MECHANICAL	1814 OROSCO	Residential Remodel	C/O 75K 80% FURNACE & 2.5 TON A/C
MECHANICAL	2815 BELMONT	Residential Remodel	C/O 2.5 TON A/C & 75K FURNACE
MECHANICAL	1305 East JOHNSON	Residential Remodel	C/O 84K FURNACE & 3TON A/C
MECHANICAL	914 CENTER	Residential Remodel	C/O CONDENSER & EVAPORATOR COIL

MECHANICAL	1105 SAFFORD	Residential Remodel	CHANGE OUT FURNACE, CONDENSER & EVAPORATOR COIL
MECHANICAL	2103 CAMPUS	Residential Remodel	C/O FURNACE, CONDENSER & EVAPORATOR COIL
PLUMBING	1450 LAREU Road	Commercial/Industrial Remodel	INSTALL FIRE SPRINKLER SYSTEM-NEW 194 HEADS
PLUMBING	606 West FULTON	Commercial/Industrial Remodel	REPLACE 2 TOILETS & 2 SINK DRAINS AND MOVE AIR GAP & GREASE TRAP DRAIN FOR PROPER AIR GAP.
PLUMBING	2214 East KANSAS	Commercial/Industrial Remodel	C/O 3 COMP SINKS, REPIPE EXISTING WATER LINES-SUBWAY
PLUMBING	1606 East KANSAS	Misc	INSTALL 40 GALLON GAS WATER HEATER
PLUMBING	1913 C	Residential Remodel	SEWER LINE REPAIR
PLUMBING	1908 North EIGHTH	Residential Remodel	REPACE SEWER LINE
PLUMBING	2107 COMMANCHE	Residential Remodel	INSTALL NEW WATER HEATER
PLUMBING	1504 North TAYLOR	Residential Remodel	INSTALL 10 GALLON ELECTRIC WATER HEATER
PLUMBING	1604 GLENELLEN	Residential Remodel	INSTALL NEW UNDERGROUND SPRINKLER SYSTEM- ENTIRE YARD
PLUMBING	708 West CAMPBELL	Residential Remodel	REPLACE FALLEN WATER HEATER
PLUMBING	615 PENNSYLVANIA	Residential Remodel	REPLACE SEWER LINE
PLUMBING	1003 North FIFTH	Residential Remodel	REPIPE ENTIRE HOUSE AND R/R 40 GALLON GAS WATER HEATER
PLUMBING	513 EUGENE	Residential Remodel	SEWER LINE REPAIR
PLUMBING	1507 North THIRTEENTH	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	706 East JOHNSON	Residential Remodel	REMOVE AND REPLACE 40 GAL NATURAL GAS WATER HEATER
PLUMBING	1113 PEARL	Residential Remodel	R/R WATER SERVICE LINE
PLUMBING	209 South SEVENTH	Residential Remodel	REPLACE SEWER LINE
PLUMBING	2206 SIOUX	Residential Remodel	INSTALL LAWN SPRINKLERS
SIGN PERMIT	2860 SCHULMAN	Commercial/Industrial Remodel	10X20 PYLON SIGN-STONE CREEK PLAZA
SIGN PERMIT	1812 East MARY	Commercial/Industrial Remodel	6X6 GROUND SIGN-STASCH DENTAL
SIGN PERMIT	606 West FULTON	Commercial/Industrial Remodel	4 WINDOW SIGNS
SIGN PERMIT	2412-B East Kansas Avenue	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN-BEST WESTERN PLUS COMING SOON
SIGN PERMIT	1701 East MARY Street	Commercial/Industrial Remodel	BANNER SIGN-VALLEY STATE BANK
SIGN PERMIT	606 West FULTON	Commercial/Industrial Remodel	REFACE 2 WALL & 1 POLE SIGN-EL PATRON
SIGN PERMIT	407 North EIGHTH	Commercial/Industrial Remodel	THE HOT SPOT
SIGN PERMIT	2312 East KANSAS-#B	Commercial/Industrial Remodel	TEMP BANNER SIGN- CHECK N GO
SIGN PERMIT	1710 LAREU Road	Commercial/Industrial Remodel	WALL SIGN- TJ MAXX
SIGN PERMIT	1670 LAREU Road	Commercial/Industrial Remodel	WALL SIGN- ULTA
SIGN PERMIT	722 CAMPUS	Misc	POLE SIGN FOR NEW FOOTBALL STADIUM
SIGN PERMIT	325 South JENNIE BARKER	Misc	MONUMENT SIGN-JAMESON ENERGY CENTER
SIGN PERMIT	1117 FLEMING	Residential Remodel	2-4X8 PERMANENT FRAMED SIGNS & 1 INFLATABLE SIGN



# City of Holcomb



Permit Type	Address	Structure	Project Description
BUILDING PERMIT	307 BARBER	Commercial/Industrial Remodel	NEW SIDING, FASCIA & WRAPS AND GUTTERING
BUILDING PERMIT	600 North JONES	Misc	PRESSBOX FOR HOLCOMB HIGHSCHOOL
BUILDING PERMIT	101 OLDWEILER	Residential Remodel	12X12 SHED
BUILDING PERMIT	102 North WEST	Residential Remodel	20x26 WOOD DECK
BUILDING PERMIT	101 SYDNEE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	104 JEREMY	Residential Remodel	4' WOOD GATE
BUILDING PERMIT	306 TYLER	Residential Remodel	28X34 DETACHED GARAGE
BUILDING PERMIT	201 East JONES #7	Residential Remodel	R/R 14 COMP SHINGLES
MECHANICAL	102 North WEST	Residential Remodel	C/O CONDENSOR & EVAPORATOR COIL
MECHANICAL	404 DAVID	Residential Remodel	C/O FURNACE,CONDENSOR & EVAPORATOR COIL

**CITY PROJECT UPDATES  
2014**

Revision No. 6- Date: July 8, 2014

Completed Projects

Carry Over Projects From 2013

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
<b>ENGINEERING - ADMINISTRATIVE</b>																	
Capital Improvements Bond Issue														10%	7/??/2014	0%	
Special Assessments														50%	7/??/2015	0%	Seventh & Laurel Streetscape \$106,200
Petitions for New Developments														0%		0%	
<b>ENGINEERING - HIGHWAYS &amp; MAJOR STREETS</b>																	
<b>A. STATE/FEDERAL AID</b>																	
KLINK Fulton St. to Kansas								Const?	Const?	Const?				100%	8/29/13	0%	\$587,081 Start 7/16 @ Pine/Stevens intersection City share \$387,081
East Kansas Ped/Bike Facility	Design	Design	KDOT	KDOT	KDOT	Revise	Revise	KDOT?	KDOT?	KDOT?	BID?	Const?	95%		0%	\$831,000 Probable 2015 construction City share \$166,200	
GI - Kansas Avenue Widening	Design	Design	KDOT	KDOT	KDOT	Revise	Revise	KDOT?	KDOT?	KDOT?	BID?	Const?	95%		0%	\$1,743,800 2015 work City share \$893,800	
KLINK - combined FY2014 & 15												Design?	Design?	0%		0%	\$800,000 Spring 2015 work City share \$400,000
<b>B. TE PROJECTS</b>																	
Windsor Hotel stabilization		Bid		Rebid			Const	Const	Const?	Const?	Const?	Const?	Const?	100%	3/13/14	13%	\$924,423 Preservation Alliance share \$313,063
<b>ENGINEERING - LOCAL STREETS</b>																	
<b>A. CITY RECONSTRUCTION/CONSTRUCTION</b>																	
KDOT Fund Exchange Projects				Const	FINAL									100%	5/30/13	100%	\$336,588 FY 2012: North & South Chainey and Rock Rd
KDOT Fund Exchange projects	Design	Bid						Const?	Const?	Const?				100%	2/13/14	0%	\$205,534 FY 2013 - Shamus - north & Rebel Road
KDOT Fund Exchange projects					Apply	KDOT		Design?	Design?	Design?	Design?	Design?	0%	??/2015	0%	\$285,000 FY 2014 - Arterial & Collector Modified Sealing	
New Community Sidewalks		Const?	Const?	Const?	Const	Const	Const	Const?	Const?	Const?	Const?	Const?	0%		9%	\$30,000 \$2,656 - New Sidewalks throughout the Community, Filling Gaps	
<b>B. DRAINAGE PROJECTS</b>																	
FEMA Floodplain related projects														0%	On-hold	0%	Waiting on FEMA's letter.
<b>C. TRAFFIC SIGNAL PROJECTS</b>																	
Vehicle Detection Upgrades								Install?	Install?	Install?	Install?			100%	In-house	0%	\$ 35,000 Spring of 2014 Project - Walnut & Main
Pedestrian Activated Warning Sign								Review?	Quotes?	Order?	Install?			0%	In-house	0%	\$ 15,000
Vehicle Detection Upgrades								Review?	Quotes?	Order?	Install?	Install?		0%	In-house	0%	\$ 35,000
<b>D. SUBDIVISION CONSTRUCTION &amp; SPECIAL ASSESSMENT PROJECTS</b>																	
Pioneer Road Estates	Const	Const	FINAL											100%	12/21/12	100%	\$795,490 subdivision improvements
Samy Addition	Const	Const	Const	Design	Design	Design	Bid	Const?	Const?	Const?				100%	7/29/14	45%	\$1,575,000 Infrastructure for the Old Chicago, hotel & waterpark project
<b>PUBLIC WORKS - STREET MAINTENANCE PROJECTS</b>																	
Street Sealing Program				Bid	stockpile		Const	Const?	Const?					100%	4/8/14	0%	\$360,700 Cycle One
Crack Sealing Program	Const	FINAL										Bid?		100%	??/2014	0%	\$191,150 2014 Cycle 1(172,000 lbs. \$191,150) - 2015 Cycle 2(172,000 lbs. \$202,650)
Community Sidewalk/Driveway	Const	Const?	Const	Const	Const	Const	Const	Const?	Const?	Const?	Const?	Const?	0%		30%	\$20,000 (Res. 7 - \$2,475 & Com. 4 - \$3,628, Obligated \$13,400, Available Funds \$497)	

**CITY PROJECT UPDATES  
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Completed Projects

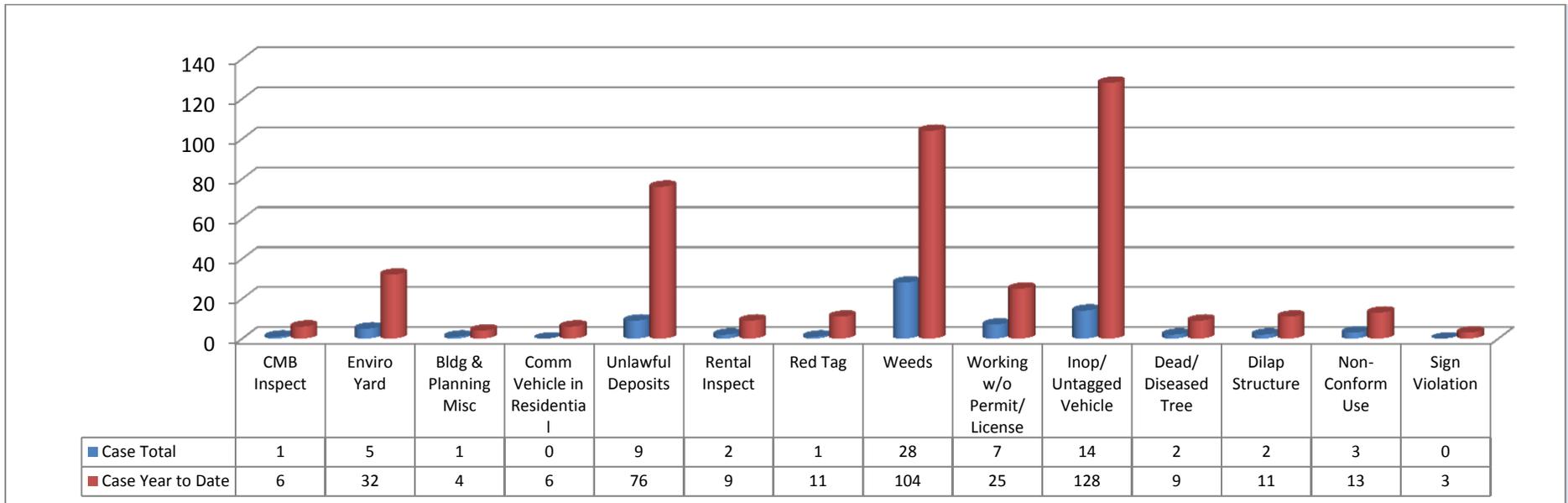
Carry Over Projects From 2013

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.	
<b>PUBLIC WORKS - PARKS &amp; GROUNDS</b>																
Master Plan - Finnup Park	Design?	Design	Design	Design	Meeting?	Adopt							98%		0%	\$9,880 Create a Master Plan for Finnup Park - Early 2014 Completion
2013 Street Tree Pruning Prog.	<b>Bid</b>	Const	<b>FINAL</b>										100%	1/16/14	100%	\$8,806 Early 2014 Project
2014 Street Tree Pruning Prog.									Mark?	Mark?	Mark?	Mark?	0%	1/??/2015	0%	\$20,000
Maintenance Sealing Program							Const?	Const?	Const?				100%		0%	\$28,100 Purchase Material (work completed in-house)
<b>REGIONAL AIRPORT</b>																
Snow Removal Equipment Building	Const	Const	Const	<b>FINAL</b>									100%	12/22/13	100%	\$716,543 AIP-34 Grant, City Share \$35,828
Restroom Renovation			<b>Bid</b>		Const	Const	Const	Const?					100%	3/11/14	45%	\$235,496
Design Partial Twy F and Twy C					Contract	Design?	Design	Design?	Design?	Design?	Design?	Design?	0%		0%	\$235,200 FAA Grant approved ??, City Share \$23,520
Street Sealing Program													100%	On-hold	0%	\$37,400 Pushed the project for renovation project at the Terminal
<b>RECREATION</b>																
Dog Park Improvements									Const?	Const?	Const?		0%		0%	\$20,000 GCRC funding, City Share \$5,000
Finnup Park Walking Trail Phase 2	Design	Design	<b>Bid</b>	<b>Rebid</b>					Const?				100%	4/10/14	0%	\$60,000 Sunflower Trails Grant to Rec Commission, City share \$30,000
<b>ZOO</b>																
Elephant Yard Expansion	Design	Design	Design	Review	<b>Bid</b>			<b>REBID?</b>	Const?	Const?	Const?		100%	8///2014	0%	\$423,000 Expansion of outside yard south into African plains yard.
Giraffe Bull Yard Renovation					Const	Const	Const						100%		60%	\$50,000 FOLRZ - Public viewing deck, modify the yard, replace overhead doors
Install 5th Street Gate		Const	<b>FINAL</b>										100%	12/21/13	95%	\$14,000 Construct automated gate system at 5th Street entrance
<b>ELECTRIC</b>																
Circuit 105,405,505 Conversion	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		30%	\$31,549 Voltage Conversion (\$3,619 Project to date)
Circuit 207 URD Replacement	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		45%	\$39,913 Replacement
SCADA Development	Const?	Const?	Const?	Const?	Const?	Const?	Const?						100%		90%	\$125,000 System Monitoring
Substation # 10	Const	Const	Const										100%		95%	\$2,500,000 Almost finished
Substation # 11/Jameson Plant	Const	Const	Const	Const	Const?	Const?							100%		35%	\$1,750,000 All work underway
<b>WATER</b>																
Repair Water Tower Main & Kansas			<b>Bid</b>		Const?								100%	3/14/14	0%	\$25,000 Internal repair to tower at Main Street and Kansas Avenue
Standby Power - Sandhills Wells					Design?					Const?			0%		0%	\$350,000 Back up generation - Sandhills water wells
Building Construction				Design?	Design?	Design?	Design?	Design?	Bid?	Const?	Const?	Const?	0%			\$1,500,000 New Water Service Building at Electric Service Facility
Lyle/Theron Street Watermain				Design	Design	Bid?	Design	Const?	Const?	Const?	Const?	Const?	60%			\$240,000 Construct new watermain on Lyle Street
Main Cleaning & Valve Replacement							Design?		Const?	Const?	Const?	Const?	0%		90%	\$125,000 Continue cleaning of older mains and replacing valves
<b>WASTEWATER</b>																
SCADA Development		Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Const?	Const?	75%			\$125,000 WWTP Operation and Security
Manhole Rehabilitation				Design?	Bid?					Const?			0%			\$45,000 Manhole Rehab
Design of Major Electrical Repairs			Design?			Const?							0%			\$75,000 Design new electrical conduit system for oxidation ditch #1 and #2
Campus & Harding Lift Station					Design	<b>Bid</b>							90%	7/29/14		\$75,000 Rehab Lift station from wet/drywell to wetwell/submersible pumps



## JUNE 2014 CODE COMPLIANCE REPORT



Address	Category	Description	OpenDate	PW Clean Up	Resolution	Vehicle Resolution
302 CENTER	Weeds	Environmental yard trash in the yard	6/2/2014			
205 South FOURTH	Weeds	Weeds	6/2/2014			
604 North THIRTEENTH	Unlawful Deposits	ILLEGAL DEPOSIT- ITEMS AROUND DUMPSTER	6/2/2014			
205 South SIXTH	Non-Conforming Use	NON-CONFORMING USE-ILLEGAL LIVING QUARTERS	6/2/2014			
205 South SIXTH	Work w/o Permit	WORKING W/O A PERMIT	6/2/2014			
203 South SIXTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE- RED GMC JIMMY	6/2/2014			

203 South SIXTH	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	6/2/2014			
224 North TAYLOR	Weeds	Weeds	6/3/2014			
305 West MARY	Environmental Yard	Trash mattresses on property	6/3/2014		6/16/2014	
2517 North MAIN	Work w/o Permit	WORKING W/O A PERMIT-WINDOWS	6/3/2014			
0 East MARY	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	6/4/2014			
1609 CONKLING	Work w/o Permit	WORKING W/O A PERMIT-INTERIOR REMODEL	6/4/2014			
3318 PRIMROSE	Weeds	OVER GROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	6/4/2014			
1117 North FIFTH	Weeds	Weeds	6/5/2014			
1902 CENTER	Unlawful Deposits	Tree branches in ROW	6/10/2014			
202 South SEVENTH	Unlawful Deposits	Chair in ROW next to street	6/10/2014			
1005 West OLIVE	Non-Conforming Use	NON-CONFORMING USE-ILLEGAL TATTOO SHOP	6/11/2014			
1205 North MAIN	Red Tag	RED TAG-ELECTRICAL SERVICE DAMAGED BY FALLING TREE BRANCH	6/12/2014			
1610 GEORGE	Work w/o Permit	WORKING W/O A PERMIT	6/12/2014			
1111 North THIRD	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE BRANCHES NEXT TO DUMPSTER IN ALLEY ROW	6/12/2014			
1315 BANCROFT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/13/2014			
1207 MULBERRY	Unlawful Deposits	fence in ROW blocking alley	6/13/2014			
1115 North THIRD	Dead or Diseased Trees	DEAD/DISEASED TREE	6/16/2014			
405 MAGNOLIA	Environmental Yard	ENVIRONMENTAL YARD-SCRAP WOOD & TRASH	6/16/2014			
308 WASHINGTON	Unlawful Deposits	Mattresses in front yard next to sidewalk	6/16/2014			
411 MAGNOLIA	Environmental Yard	ENVIRONMENTAL YARD-RAILROAD TIES	6/17/2014			
2112 North MAIN	Work w/o Permit	WORKING W/O A PERMIT	6/17/2014			
419 North MAIN	Work w/o Permit	WORKING W/O PERMIT	6/18/2014			
1314 BANCROFT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/18/2014			
1301 MELANIE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/18/2014			
511 North EIGHTH	Dead or Diseased Trees	DEAD/DISEASED TREES	6/18/2014			
1609 CONKLING	Unlawful Deposits	UNLAWFUL DEPOSITS- FILLING DUMPSTERS IN ALLEY W/ CONSTRUCTION DEBRIS	6/19/2014			
606 West FULTON	CMB	CMB INSPECTION-EL PATRON	6/19/2014			
1002 BANCROFT	Non-Conforming Use	PARKING ON UN-IMPROVED SURFACE	6/19/2014			
1002 North FIFTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/19/2014			
2615 PEARLY JANE	Weeds	Weeds	6/20/2014			
205 East MARY	Weeds	Weeds	6/20/2014			
1901 North ELEVENTH	Weeds	Weeds	6/20/2014			
806 MEADOWVIEW	Weeds	Weeds	6/20/2014			
1602 North ELEVENTH	Weeds	Weeds	6/20/2014			

520 North THIRTEENTH	Weeds	Weeds	6/20/2014			
225 INGE	Weeds	Weeds	6/23/2014			
302 CENTER	Weeds	Weeds	6/24/2014			
5760 CRESTVIEW	Dilapidated Structure	DILAPIDATED STRUCTURE-MOBILE HOME WITH SIDING & ROOF BLOWN OFF.	6/25/2014			
6120 OLD POST	Dilapidated Structure	DILAPIDATED STRUCTURE-MOBILE HOME WITH ROTTED FLOOR & CMBBROKEN WINDOWS	6/25/2014			
1006 North FOURTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/25/2014			
1006 North FOURTH	Environmental Yard	ENVIRONMENTAL YARD	6/25/2014			
207 East SANTA FE	Rental Inspection	RENTAL INSPECTION	6/25/2014			
902 North TWELFTH	Rental Inspection	RENTAL INSPECTION	6/26/2014			
1309 HATTIE	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE BRANCHES & MISC. ITEMS IN ALLEY ROW	6/26/2014			
1912 ST JOHN	Environmental Yard	Couch in yard	6/26/2014			
1801 West FULTON	Weeds	Weeds	6/26/2014			
1605 YORK	Weeds	Weeds	6/26/2014			
804 IDA	Weeds	WEEDS EXCEEDINGS 12" IN HEIGHT	6/27/2014			
303 North SECOND	Vehicles	Vehicles	6/27/2014			
102 North TAYLOR	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/27/2014			
511 North EIGHTH		WORKING W/O PERMIT-ROOFING	6/27/2014			
2001 North MAIN	Weeds	Weeds	6/27/2014			
605 WHEATRIDGE	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE LIMBS & TRASH NEXT TO DUMPSTER IN ALLEY ROW	6/27/2014			
LAREU RD LOT 1, BLK 2, SCHULMAN CROSSING-844	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/27/2014			
805 INGE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/27/2014			
101 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	6/30/2014			



**City of Garden City**  
**Monthly Financial Report FY 2014**  
**For the Six Months Ended June 30, 2014**  
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended June 30, 2014.

**GENERAL FUND AT A GLANCE**

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Revenues	19,881,462	10,909,110	10,946,214
Expenditures	20,769,757	10,480,309	9,914,658
<b>Revenues Over(Under)</b>	<b>(888,295)</b>	<b>428,800</b>	<b>1,031,556</b>

**UTILITY FUND REVENUES AT A GLANCE**

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Electric	28,445,750	14,531,532	12,997,252
Solid Waste	2,859,500	1,513,146	1,484,503
Drainage Utility	205,800	103,117	103,436
Water and Sewage	7,695,500	3,323,063	2,937,257
<b>TOTAL</b>	<b>39,206,550</b>	<b>19,470,859</b>	<b>17,522,448</b>

**SELECTED REVENUES AT A GLANCE**

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
City Sales Tax	5,750,000	3,048,814	2,855,014
County Sales Tax	3,450,000	1,804,250	1,705,725
Franchise Tax			
Gas Utility	440,000	321,637	284,337
Telephone	68,000	33,884	37,719
CATV	230,000	115,134	114,451
Building Permits	248,250	114,093	111,419
Municipal Court Fines	960,000	474,112	530,137



**City of Garden City**  
**Monthly Financial Report FY 2014**  
**For the Six Months Ended**  
**June 30, 2014**

**General Fund**

General Fund Revenues collected through June were \$10,909,110. The June revenues represent 53.22% of the total revenues expected in the General Fund. Property tax distribution was 96.66% for the third of five payments in 2014.

General Fund Expenses are at 50.42% of the total expenditures expected in the General Fund.

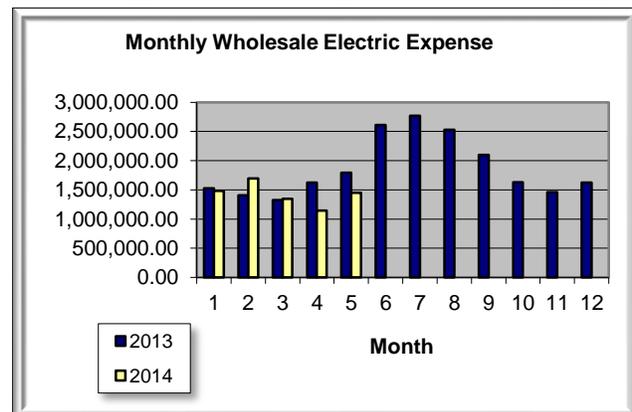
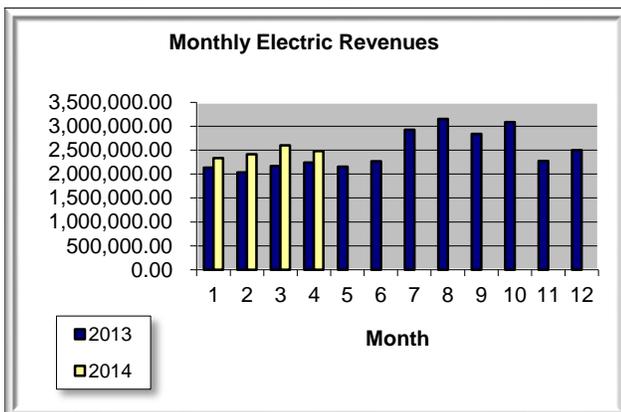
**Selected Revenues**

- **City Sales Tax**—Ahead by \$193,800 compared to June 2013 year to date collections, 6.79% ahead of 2013 for the six months ended.
- **County Sales Tax**— Collections for the six months ended are ahead of 2013 by \$98,525 or 5.78%.
- **Franchise Tax**—Budget estimates for 2014 remain approximately the same as 2013. Franchise fees are slightly higher than 2013 with the exception of telephone.
- **Building Permits**—Budget estimates for 2014 are based on 2013 revenues. Receipts are higher than this period in 2013.
- **Municipal Court Fines**—Budget estimates are slightly higher than 2013 budget and collections through June were behind 2013.

**Utility Funds**

A summary of Utility Fund revenue performance is outlined below:

- **Electric revenues** – revised budget at \$28,445,750 for 2014 were \$14,531,532 through six months or 51.09% of budget.

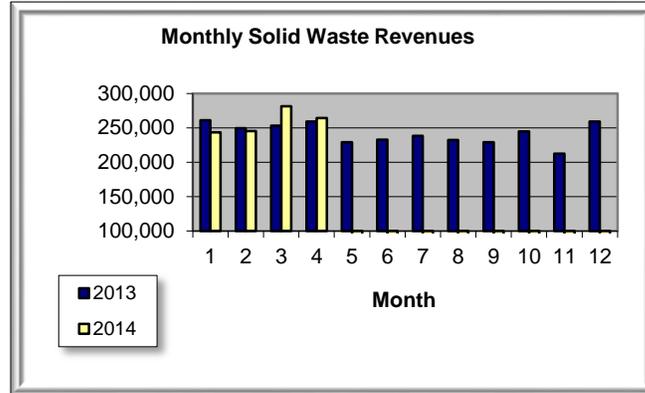


A main expense is Wholesale Electric in the Utility Fund. The 2014 revised budget for wholesale electric is \$19,212,000. The wholesale electric expense for June was not available at this printing.

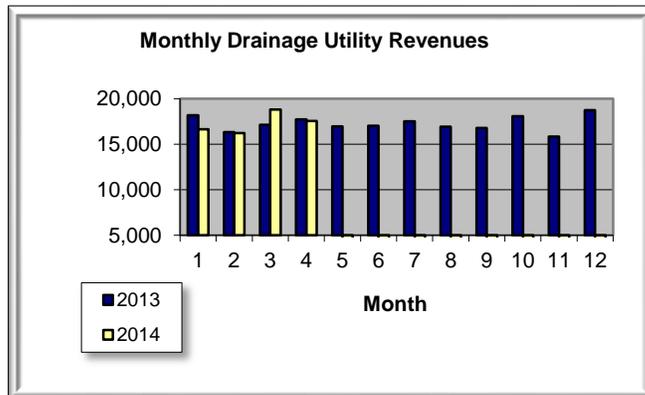


**City of Garden City  
 Monthly Financial Report FY 2014  
 For the Six Months Ended  
 June 30, 2014**

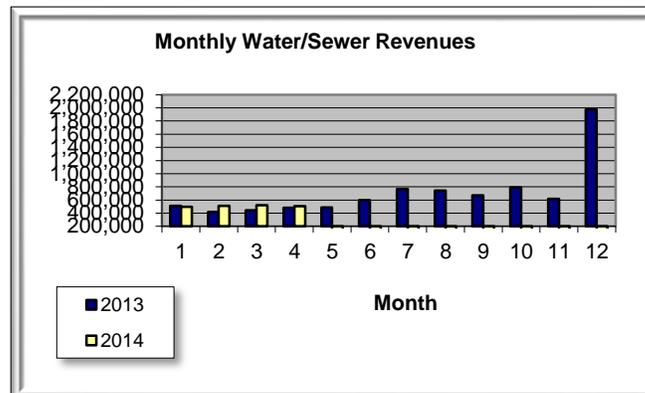
■ Solid Waste revenues – revised budget at \$2,859,500 for 2014 were \$1,513,146 through six months or 52.92% of budget.



■ Drainage Utility revenues – revised budget at \$205,800 for 2014 were \$103,117 through six months or 50.11%.



■ Water and Sewage revenues - revised budget at \$7,695,500 for 2014 were \$3,323,063 through six months or 43.18% of budget.





CITY OF GARDEN CITY, KANSAS  
 Comparison of Cash Balances with Encumbrances and Composition of Cash  
 For the Six Months Ended June 30, 2014

Fund	Unencumbered Cash Balance 1/1/2014	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 6/30/2014	Add Payables and Encumbrances	Treasurer's Cash 6/30/2014
1 General	4730963.09	10909109.57	10351527.23	5288545.43	128782.00	5417327.43
<u>Debt Service Fund</u>						
40 Bond and Interest	394287.06	1907235.12	187700.25	2113821.93	0.00	2113821.93
<u>Special Revenue Funds</u>						
4 TIF	0.00	618201.15	39787.11	578414.04	0.00	578414.04
5 Capital Improvement	690371.20	331118.68	492315.88	529174.00	0.00	529174.00
6 Community Development Loan	14667.06	4794.19	3307.10	16154.15	0.00	16154.15
7 Cemetery Endowment	27023.48	3090.40	1869.25	28244.63	0.00	28244.63
8 Community Trust	1277499.49	254227.98	284968.39	1246759.08	0.00	1246759.08
10 DEA Forfeiture	41720.15	4671.80	18484.56	27907.39	0.00	27907.39
11 Drug Enforcement	18513.87	44671.76	-1401.51	64587.14	0.00	64587.14
15 Enhanced Wireless 911	293153.99	97372.69	31904.49	358622.19	0.00	358622.19
18 Finnup Trust	54752.18	109200.00	33435.74	130516.44	0.00	130516.44
25 Recreation	0.00	848711.84	854155.26	-5443.42	0.00	-5443.42
26 Special Improvements	86770.07	368.00	1407.30	85730.77	0.00	85730.77
27 Special Liability	155936.04	0.00	2933.04	153003.00	0.00	153003.00
29 Special Alcohol Programs	41205.59	47748.04	36443.75	52509.88	0.00	52509.88
30 Special Recreation and Parks	97756.84	63650.74	58213.51	103194.07	0.00	103194.07
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	971543.57	364634.69	161848.43	1174329.83	236875.75	1411205.58
50 Community Development Grant	0.00	13279.25	9701.97	3577.28	0.00	3577.28
52 Economic Development	371988.85	3289.49	488.61	374789.73	0.00	374789.73
53 Project Development	191617.19	99669.54	41120.47	250166.26	0.00	250166.26
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	4334519.57	2908700.24	2070983.35	5172236.46	236875.75	5409112.21
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	976721.17	0.00	797601.69	179119.48	0.00	179119.48
45 2012-GO Bond Projects	772811.11	0.00	35785.29	737025.82	0.00	737025.82
46 2012- Temporary Notes Durango Proj	2300843.93	10764276.84	12013292.24	1051828.53	0.00	1051828.53
48 2013-Temp Notes Series D	29170.74	56200.00	76572.34	8798.40	0.00	8798.40
49 2013-Temp Notes Schulman Crossing	5618097.65	0.00	2753564.08	2864533.57	0.00	2864533.57
Total Capital Projects	9697644.60	10820476.84	15676815.64	4841305.80	0.00	4841305.80
<u>Enterprise Funds</u>						
Electric Utility:						
68 General	3508279.17	14531532.23	10424219.16	7615592.24	0.00	7615592.24
69 Security Deposits	450703.24	135784.00	35321.72	551165.52	0.00	551165.52
Total Electric Utility	3958982.41	14667316.23	10459540.88	8166757.76	0.00	8166757.76
Water and Sewer Utility:						
80 General	2616964.74	3323062.88	2636480.66	3303546.96	0.00	3303546.96
81 Wastewater Repair and Replacem	285056.03	66175.40	0.00	351231.43	0.00	351231.43
82 Water and Sewage Maintenance F	579758.01	93281.26	0.00	673039.27	0.00	673039.27
Total Water and Sewer Utility	3481778.78	3482519.54	2636480.66	4327817.66	0.00	4327817.66
Airport:						
60 General	310665.07	801675.19	440612.33	671727.93	0.00	671727.93
61 Airport Improvement	58774.14	161794.14	144680.18	75888.10	0.00	75888.10
Total Airport	369439.21	963469.33	585292.51	747616.03	0.00	747616.03
Solid Waste Utility:						
75 General	1371930.93	1513146.36	1145305.29	1739772.00	261309.00	2001081.00
Recreation Area:						
70 General Golf Course	70927.93	463617.86	424266.03	110279.76	40540.06	150819.82
71 Golf Course Building	15150.15	1116.00	-215.70	16481.85	0.00	16481.85
Total Recreation Area	86078.08	464733.86	424050.33	126761.61	40540.06	167301.67
Drainage Utility:						
79 General	390794.39	103117.35	110266.36	383645.38	0.00	383645.38
<u>Internal Service Funds</u>						
55 Health Insurance	350019.55	1713592.09	1883698.57	179913.07	189756.65	369669.72
35 Workers Compensation	70497.31	432115.00	301469.52	201142.79	0.00	201142.79
36 Workers Compensation Reserve	502503.37	40.24	6978.00	495565.61	0.00	495565.61
Total Internal Service	923020.23	2145747.33	2192146.09	876621.47	189756.65	1066378.12
Total All Funds	29739438.35	49885571.77	45840108.59	33784901.53	857263.46	34642164.99



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 6/1/2014 Through 6/30/2014

**001 - GENERAL FUND**

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
<b>Income</b>					
3022	CONNECTING LINKS	0.00	37,259.65	75,000.00	(37,740.35)
3023	CONSUMER USE TAX	72,230.91	427,705.42	800,000.00	(372,294.58)
3028	LIQUOR CONSUMPTION TAX	27,225.10	47,748.05	79,000.00	(31,251.95)
3035	STATE REVENUE STAMP	(100.00)	(175.00)	0.00	(175.00)
3040	AD VALOREM TAX	1,262,889.92	3,366,228.79	3,405,000.00	(38,771.21)
3041	AD VALOREM BACK TAX	16,300.47	60,423.60	140,000.00	(79,576.40)
3044	CITY SALES TAX	526,977.62	3,048,814.00	5,750,000.00	(2,701,186.00)
3046	COUNTY SALES TAX	312,870.16	1,804,250.46	3,450,000.00	(1,645,749.54)
3055	MOTOR VEHICLE TAX	86,374.87	227,277.34	455,000.00	(227,722.66)
3056	RECREATIONAL VEHICLE TAX	607.76	1,426.85	3,600.00	(2,173.15)
3057	HEAVY DUTY VEHICLE TAX	503.13	3,301.71	3,300.00	1.71
3065	CATV FRANCHISE	0.00	115,134.24	230,000.00	(114,865.76)
3066	GAS UTILITY FRANCHISE	0.00	321,636.78	440,000.00	(118,363.22)
3067	TELEPHONE FRANCHISE	5,377.13	33,884.30	68,000.00	(34,115.70)
3115	CEMETERY SPACES	8,505.00	23,125.00	50,000.00	(26,875.00)
3301.01	ANIMAL BOARDING	1,832.17	7,870.29	15,000.00	(7,129.71)
3301.02	CAR STORAGE & TOWING	510.00	7,474.00	15,000.00	(7,526.00)
3301.05	FEES-FALSE ALARM	0.00	2,200.00	2,200.00	0.00
3301.07	FEES-GATE RECEIPTS	2,810.00	12,216.00	22,000.00	(9,784.00)
3301.08	FEES-GRAVE OPENINGS	8,225.00	34,410.00	60,000.00	(25,590.00)
3301.09	FEES-MONUMENT SETTING	175.00	975.00	3,000.00	(2,025.00)
3301.10	FEES-PLAT FILING	365.00	930.00	1,500.00	(570.00)
3301.11	FEES-REZONING	500.00	2,110.00	3,000.00	(890.00)
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	(3,600.00)	200,000.00	(203,600.00)
3301.13	FEES-WAIVER FILING	1,325.00	4,325.00	2,000.00	2,325.00
3301.16	FINES-MUNICIPAL COURT	78,286.34	474,111.72	960,000.00	(485,888.28)
3301.17	FEES-STATE JUDGE	128.45	656.39	1,750.00	(1,093.61)
3301.18	FEES-STATE LAW ENFORCEMENT	4,840.59	24,872.67	55,000.00	(30,127.33)
3301.19	FEES-REINSTATEMENT	1,458.00	6,480.00	12,000.00	(5,520.00)
3301.20	FEES-RESTITUTION	1,883.00	1,094.76	0.00	1,094.76
3301.21	LEGAL COPIES	349.00	1,619.50	3,000.00	(1,380.50)
3301.22	PROBATION SCREENING	0.00	30.00	250.00	(220.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,805.00	8,002.00	10,000.00	(1,998.00)
3301.24	FEES-CRIME STOPPER MAJOR	141.00	1,419.00	0.00	1,419.00
3350.01	LICENSE-AMUSEMENT	0.00	100.00	2,000.00	(1,900.00)
3350.02	LICENSE-ARBORIST	0.00	0.00	500.00	(500.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	0.00	750.00	2,000.00	(1,250.00)
3350.04	LICENSE-CONTRACTOR	800.00	10,205.00	30,000.00	(19,795.00)
3350.06	LICENSE-ELECTRICIAN	0.00	2,350.00	6,500.00	(4,150.00)
3350.08	LICENSE-ITINERANT MERCHANT	900.00	5,400.00	8,000.00	(2,600.00)
3350.09	LICENSE-LIQUOR	1,000.00	3,600.00	5,000.00	(1,400.00)
3350.10	LICENSE-MECHANICAL	1,030.60	1,740.60	3,000.00	(1,259.40)
3350.12	LICENSE-PAWN SHOP	75.00	125.00	100.00	25.00
3350.13	LICENSE-PLUMBER	0.00	910.00	4,000.00	(3,090.00)
3350.15	LICENSE-TAXI	0.00	0.00	200.00	(200.00)
3350.16	TAGS-DOG & CAT	326.85	1,659.69	2,000.00	(340.31)
3400.01	PERMITS-BUILDING	10,828.57	89,015.67	200,000.00	(110,984.33)
3400.02	PERMITS-CURB CUT	240.00	720.00	250.00	470.00



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 6/1/2014 Through 6/30/2014

3400.03	PERMITS-ELECTRIC	788.00	4,692.00	8,500.00	(3,808.00)
3400.04	PERMITS-EXCAVATION	180.00	1,460.00	2,500.00	(1,040.00)
3400.05	PERMITS-GAS	419.00	1,512.00	5,000.00	(3,488.00)
3400.06	PERMITS-HOUSE MOVING	0.00	200.00	0.00	200.00
3400.08	PERMITS-MECHANICAL	1,826.00	4,518.50	12,000.00	(7,481.50)
3400.09	PERMITS-PLUMBING	779.00	6,095.00	10,000.00	(3,905.00)
3400.11	PERMITS-TV & SIGN	1,915.00	5,880.00	10,000.00	(4,120.00)
3435	INTEREST INCOME	1,269.08	13,819.35	37,500.00	(23,680.65)
3437	FINANCE CHARGE INCOME	(13,302.66)	10,506.96	12,000.00	(1,493.04)
3440.02	RENTAL-CITY FACILITIES	3,199.36	19,168.53	50,000.00	(30,831.47)
3440.03	RENTAL-DEPOT	100.00	600.00	1,200.00	(600.00)
3447	ROYALTIES-GAS WELLS	2,713.05	16,226.97	30,000.00	(13,773.03)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	15,000.00	(15,000.00)
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	184,000.00	(184,000.00)
3470.02	REIMBURSE-ENGINEERING	0.00	0.00	275,000.00	(275,000.00)
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	100.00	(100.00)
3470.04	REIMBURSE-POLICE SERVICES	536.25	2,745.00	220,000.00	(217,255.00)
3470.07	UTILITY FUNDS REIMBURSEMENT	68,932.23	446,750.96	2,793,600.00	(2,346,849.04)
3470.08	REIMBURSE-COUNTY	5,516.30	109,166.50	160,000.00	(50,833.50)
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3515	FUEL TAX REFUND	0.00	0.00	1,500.00	(1,500.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	14.32	0.00	14.32
3600.02	MISCELLANEOUS-CEMETERY	125.00	1,905.00	0.00	1,905.00
3600.04	MISCELLANEOUS-INSPECTION	0.00	0.00	1,487.00	(1,487.00)
3600.07	MISCELLANEOUS-POLICE	0.00	35.00	0.00	35.00
3600.08	MISCELLANEOUS-STREET	0.00	0.00	50,000.00	(50,000.00)
Total Income		<u>2,514,592.25</u>	<u>10,909,109.57</u>	<u>20,499,537.00</u>	<u>(9,590,427.43)</u>



City of Garden City  
Statement of Revenues and Expenditures-General Fund Expenses  
From 6/1/2014 Through 6/30/2014

**001 - GENERAL FUND**

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	4,951.10	42,111.08	82,750.00	40,638.92
112	CITY MANAGER	38,150.37	256,528.39	498,600.00	242,071.61
113	SERVICE AND FINANCE	55,383.28	368,215.67	760,700.00	392,484.33
114	LEGAL SERVICES	15,299.06	55,460.83	115,500.00	60,039.17
115	MUNICIPAL COURT	37,376.20	243,355.98	718,500.00	475,144.02
116	HUMAN RESOURCES	13,769.72	90,117.23	213,800.00	123,682.77
117	INFORMATION TECH	42,602.09	272,544.81	457,650.00	185,105.19
118	CITY PROSECUTION	<u>23,155.35</u>	<u>133,547.61</u>	<u>289,900.00</u>	<u>156,352.39</u>
	Total Administration	230,687.17	1,461,881.60	3,137,400.00	1,675,518.40
121	POLICE-ADMINISTRATIVE	234,517.74	843,485.56	1,556,500.00	713,014.44
122	POLICE-INVESTIGATIONS	61,372.52	416,257.56	818,750.00	402,492.44
123	POLICE-PATROL	254,145.62	1,606,236.13	3,376,250.00	1,770,013.87
124	POLICE-SUPPORT SERVICES	96,482.73	596,849.50	1,284,500.00	687,650.50
125	POLICE-ANIMAL CONTROL	<u>8,288.59</u>	<u>95,753.12</u>	<u>231,250.00</u>	<u>135,496.88</u>
	Total Police	654,807.20	3,558,581.87	7,267,250.00	3,708,668.13
131	PUBLIC WORKS-PLANNING,COMM	24,939.90	153,805.92	345,670.00	191,864.08
132	PUBLIC WORKS-ENGINEERING	16,443.97	100,693.94	252,690.00	151,996.06
133	PUBLIC WORKS-STREET MAINT	150,163.82	938,704.40	1,439,530.00	500,825.60
134	PUBLIC WORKS-INSPECTIONS	22,150.10	154,272.64	402,850.00	248,577.36
135	PUBLIC WORKS-PARKS	<u>62,413.39</u>	<u>408,609.31</u>	<u>898,310.00</u>	<u>489,700.69</u>
	Total Public Works	276,111.18	1,756,086.21	3,339,050.00	1,582,963.79
141	ZOO-ADMINISTRATIVE	28,819.84	224,584.36	443,500.00	218,915.64
142	ZOO-MAINTENANCE DIVISION	31,303.13	160,781.98	347,500.00	186,718.02
144	ZOO-ANIMAL DIVISION	<u>77,341.64</u>	<u>543,412.41</u>	<u>1,195,250.00</u>	<u>651,837.59</u>
	Total Zoo	137,464.61	928,778.75	1,986,250.00	1,057,471.25
151	FIRE-ADMINISTRATIVE	17,438.33	132,421.15	300,750.00	168,328.85
152	FIRE-OPERATIONS	237,409.48	1,332,236.09	2,649,700.00	1,317,463.91
153	FIRE-VOLUNTEERS	<u>791.68</u>	<u>2,873.11</u>	<u>22,000.00</u>	<u>19,126.89</u>
	Total Fire	255,639.49	1,467,530.35	2,972,450.00	1,504,919.65
161	CEMETERY-OPERATIONS	35,456.17	252,130.92	520,690.00	268,559.08
171	CAPITAL IMPROVEMENT	105,168.79	887,934.53	1,394,850.00	506,915.47
181	EMPLOYEE BENEFITS	0.00	<u>167,385.00</u>	<u>167,385.00</u>	<u>0.00</u>
	Total Expenses	<u>1,695,334.61</u>	<u>10,480,309.23</u>	<u>20,785,325.00</u>	<u>10,305,015.77</u>



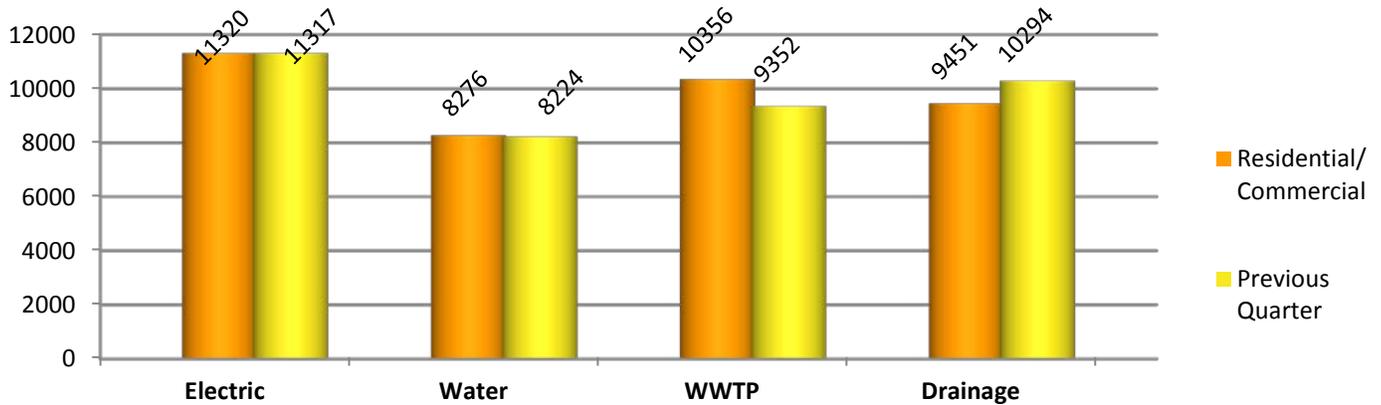
City of Garden City  
Statement of Revenues and Expenditures-Utility Fund Revenues  
From 6/1/2014 Through 6/30/2014

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,331,602.01	13,972,811.26	27,343,000.00	(13,370,188.74)
3110.01	COLLECTIONS-COIN BOX	268.04	(96.93)	250.00	(346.93)
3118	CONNECT FEES	9,379.00	48,197.23	50,000.00	(1,802.77)
3150	IDENTIFIED LONG/SHORT	(550.71)	(1,551.02)	0.00	(1,551.02)
3151	UNIDENTIFIED LONG/SHORT	59.28	276.42	0.00	276.42
3154	INSUFFICIENT FUNDS CHECKS	634.77	(713.91)	0.00	(713.91)
3155	RETURNED CHECK CHARGE	275.00	2,125.00	4,000.00	(1,875.00)
3185	PENALTIES	16,585.36	32,145.24	100,000.00	(67,854.76)
3201	REIMBURSE-DEVELOPER	0.00	8,772.00	65,000.00	(56,228.00)
3435	INTEREST INCOME	20.55	103.43	3,500.00	(3,396.57)
3476	REIMBURSE-DAMAGE PAYMENTS	936.81	1,705.01	0.00	1,705.01
3492	SALES TAX	85,868.36	469,324.76	875,000.00	(405,675.24)
3600	MISCELLANEOUS	342.17	(1,566.26)	5,000.00	(6,566.26)
	Total Electric	2,445,420.64	14,531,532.23	28,445,750.00	(13,914,217.77)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	240,260.69	1,408,326.68	2,720,000.00	(1,311,673.32)
3185	PENALTIES	0.00	80,208.52	87,500.00	(7,291.48)
3195	RECYCLING SALES	4,391.65	24,034.18	50,000.00	(25,965.82)
3435	INTEREST INCOME	131.51	576.98	1,500.00	(923.02)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solid Waste	244,783.85	1,513,146.36	2,859,500.00	(1,346,353.64)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	17,041.78	103,117.35	205,000.00	(101,882.65)
3104.02	HHW FEE INCOME	0.00	0.00	500.00	(500.00)
3435	INTEREST INCOME	0.00	0.00	300.00	(300.00)
	Total Drainage Utility	17,041.78	103,117.35	205,800.00	(102,682.65)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	205,623.86	1,267,067.87	2,650,000.00	(1,382,932.13)
3103	COLLECTIONS-WATER	480,708.91	1,772,353.01	4,300,000.00	(2,527,646.99)
3118	CONNECT FEES	1,410.00	7,350.00	18,000.00	(10,650.00)
3120	COUNTY SEWER FEES	4,082.16	55,435.36	112,000.00	(56,564.64)
3130	FIRE LEG FEES	(125.00)	10,630.00	11,000.00	(370.00)
3185	PENALTIES	0.00	597.66	120,000.00	(119,402.34)
3201	REIMBURSE-DEVELOPER	1,400.00	39,935.32	11,000.00	28,935.32
3225	SALE OF MATERIAL	3,042.95	8,051.98	15,000.00	(6,948.02)
3228	SEWER MAINTENANCE FEES	342.00	1,466.00	4,000.00	(2,534.00)
3229	SEWER TANK FEES	9,722.33	54,555.55	95,000.00	(40,444.45)
3257	WATER TANK SALES	5,938.60	28,795.20	22,000.00	6,795.20
3260	WATER TAP FEES	7,139.92	47,790.80	7,500.00	40,290.80
3494	TAX-WATER CONSUMPTION	6,547.55	20,342.41	65,000.00	(44,657.59)
3600	MISCELLANEOUS	732.50	8,691.72	15,000.00	(6,308.28)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	100,000.00	(100,000.00)
	Total Water and Wastewater	726,565.78	3,323,062.88	7,695,500.00	(4,372,437.12)
	Total Income	3,433,812.05	19,470,858.82	39,206,550.00	(19,735,691.18)

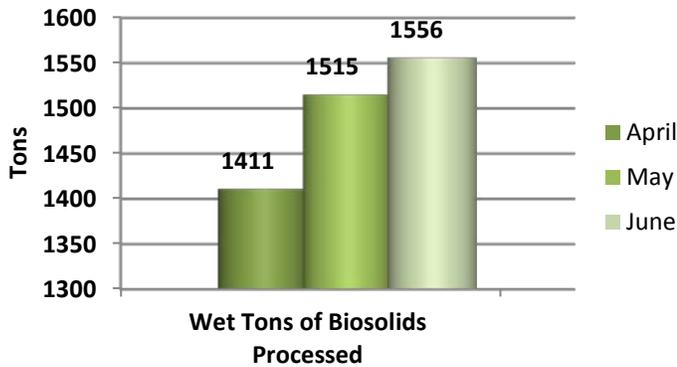
## APRIL-JUNE 2014

Service • Community • Performance

### ACTIVE ACCOUNTS BY CLASS (Quarterly Average)

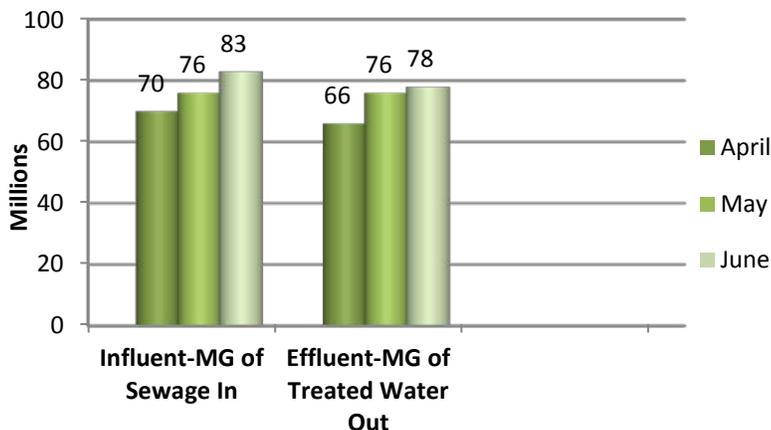


### WASTE WATER

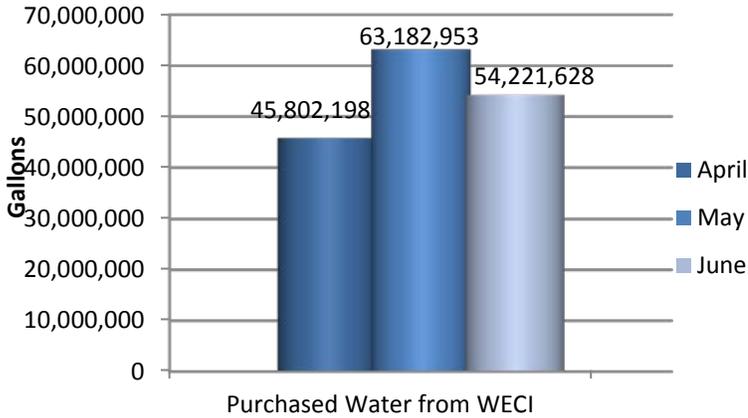


### Major Project Updates

- ⌘ Annual maintenance was performed by Foley Equipment Company on all three generators and by B.A. Lawrence on the Huffman blowers.
- ⌘ Western Irrigation installed a new water line and pump from the SW storage tank South to the farm ground for irrigation purposes.
- ⌘ In June, Mayer Specialty Services completed manhole rehabilitation on 14 manholes and started the line cleaning process.
- ⌘ Gary Ray retired from the City of Garden City after 23 years of service, 16 of those years at the Wastewater Treatment Facility in Collections. Congratulations Gary!



## WATER

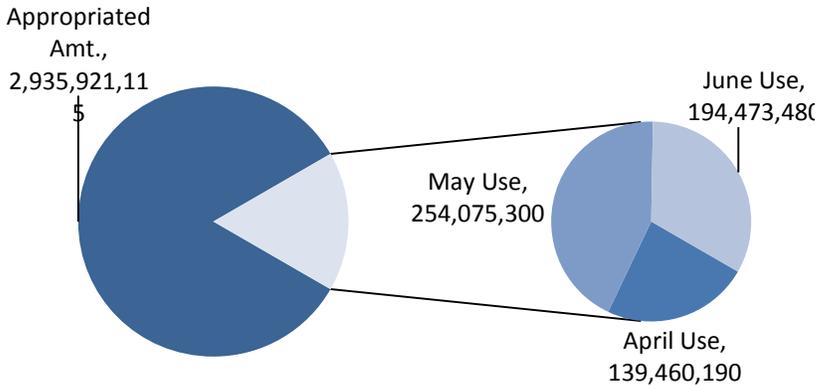


Month	AVG Gallons / Day
April	1,526,740
May	2,038,160
June	1,807,388

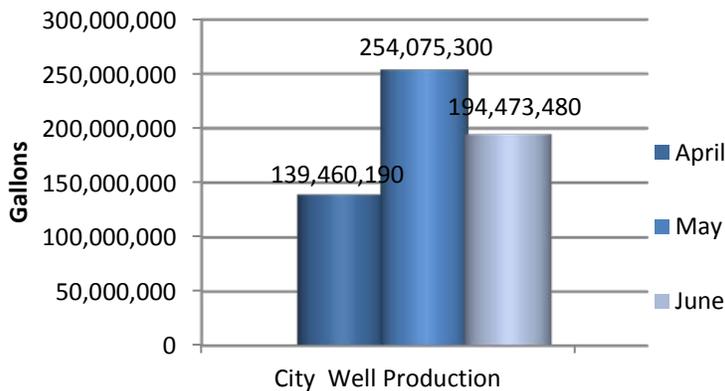
Month	Leak Detection	Main Repairs
April	81	1
May	71	4
June	60	1



### Water Produced Relative to Total Appropriation (gallons)

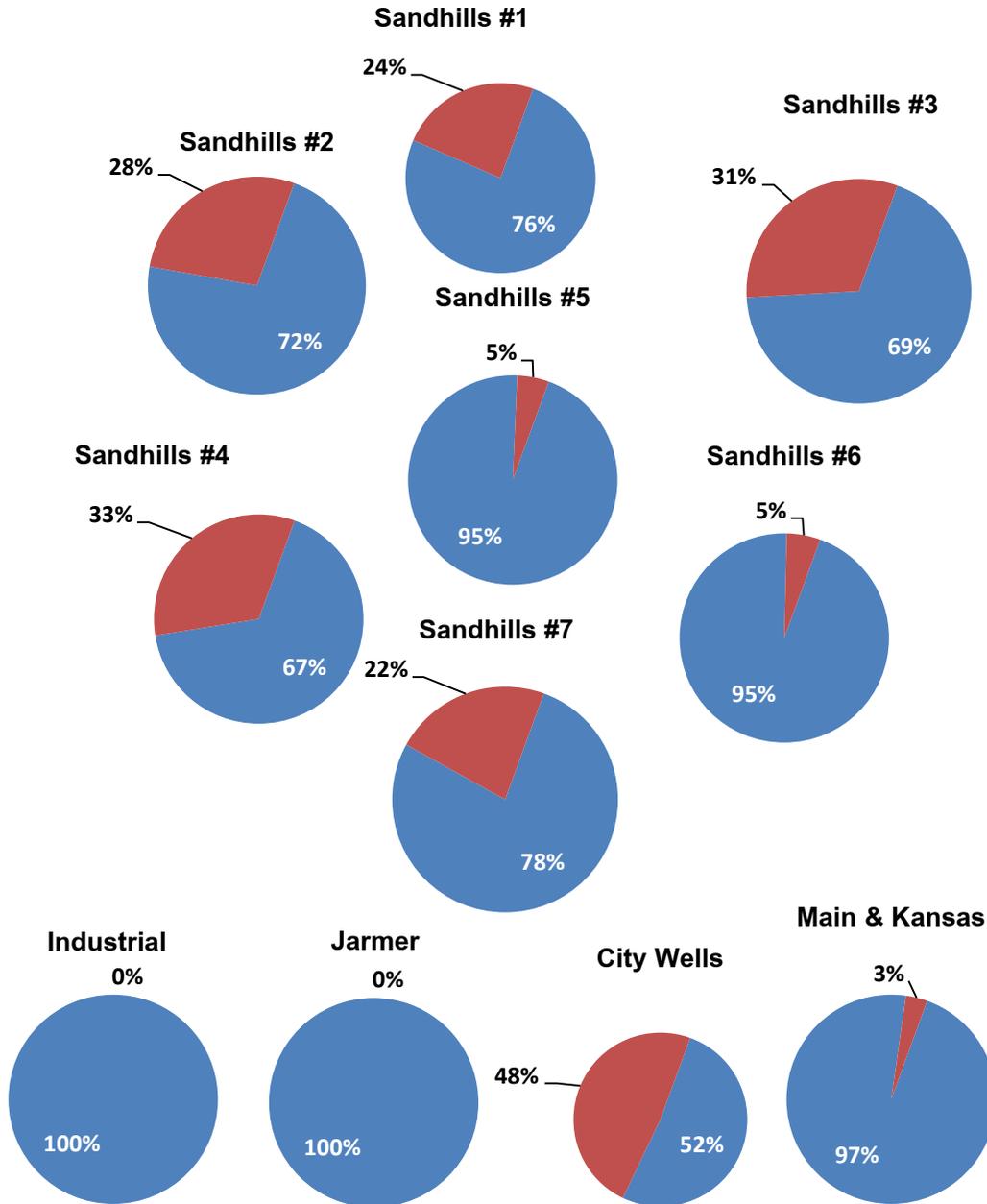


The before and after views from line cleaning on the 900 block of 9<sup>th</sup> St.

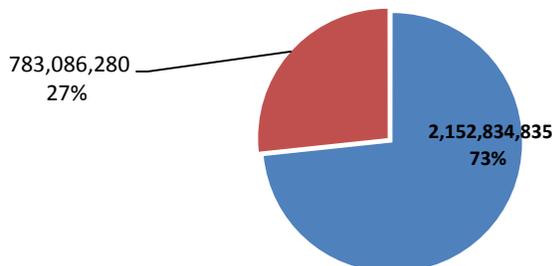


### Major Project Updates

- Water service's have been completed for Schulman Crossing Phase II
- Crews have started tapping water service lines for Chappel Heights
- Mayer Specialties have completed line cleaning in the last two areas on Hackberry & Hazel



## TOTAL APPROPRIATION REMAINING



## ELECTRIC

### Major Project Updates

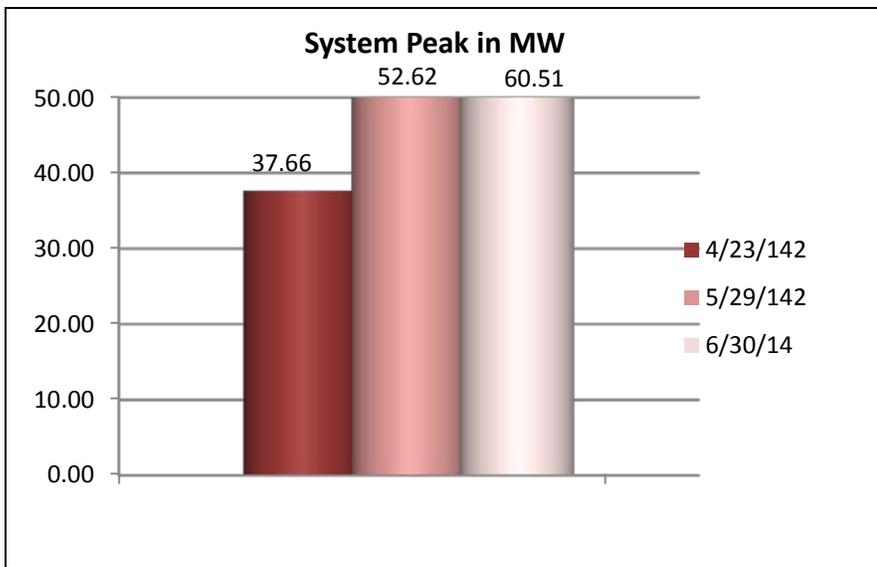
- ⚡ Emission testing for all three units at JEC was completed with the ribbon cutting held on June 12, 2014.
- ⚡ Substations #10 and #11 were energized and placed into service, adding 35 MVA of additional transformation capacity to the system.
- ⚡ Underground conduit, cable, and padmount transformers were installed and energized for Schulman Crossing Phase II.
- ⚡ Underground conduit has been installed in the Chappel Heights subdivision, along with the three phase overhead feeder line that will serve the area.
- ⚡ Installation of concrete bases for Ideatek's cellular service expansion was initiated.
- ⚡ Installation of new three phase overhead feeder line from Substation #10 that will feed west, and then north to Spruce Street, is under construction.

Electric employees in front of Unit 1 at the JEC.



Month	Assisted Contractors	Assisted Customers	Street Light repairs
April	8	31	67
May	3	35	51
June	9	43	71

Month	Utilities Located
April	260
May	223
June	228



### Outage Data

- ⚡ 4/22/14 Breaker 206 operated with an unknown cause (possibly wildlife). Approximately 507 meters were affected.
- ⚡ 4/23/14 Breaker 503 operated due to wildlife. Approximately 113 meters were affected



# CITY OF GARDEN CITY ZOO DEPARTMENT JUNE 2014 MONTHLY REPORT

## ANIMAL DIVISION

### ACCESSIONS:

#### Births/Hatchings

0.0.4	Swift fox	0.0.2	DNS
1.0	Chinese goral		

#### Transactions (Purchases, donations, etc.)

1.0	Gaur	Donated by Omaha's Henry Doorly Zoo
1.0	Siamang	Donated by Greenville Zoo

## DEACCESSIONS

### Deaths

0.0.1	Trumpeter swan cygnet	Cause yet to be determined
1.0	Burrowing owl	Trauma from conspecific
0.2	Madagascar hissing cockroaches	Undetermined
0.1	Ringed turtledove	Ectopic yolk in body cavity

#### Transactions (Sales, donations, etc.)

0.1	Siamang	Donated to Greenville Zoo
-----	---------	---------------------------

Using all-natural grape extract spray to encourage pest birds to leave barns. Elephant encounter for Junior Golf Association. Orientation for new keeper (Shannon Coates).

## ADMINISTRATION DIVISION

Interviews and reference checks for General Curator position. Giraffe deck project completed except barrier rope. Construction continued on giraffe bull pen fence. Revised 2014 and proposed 2015 budgets reviewed by City Commission. City Commission approved Zoo Facility Use Guidelines and Agreement. Kristi participated in AZA membership committee conference call. Discussions with Tumbleweed committee about details of this year's event. Quarterly Association of Community College Trustees meeting was held at the Finnup Center. CPR/first aid training for more of the staff.

## EDUCATION DIVISION

The education division gave 117 formal programs to 1497 people, reached an additional 167 people through 3.5 hours of informal programming, and 450 people in 40 classes learned from a discovery box check-out. Project Learning Tree and Project Wild (K-8 and early childhood) workshops were held for teachers and early childhood professionals; Finney Co. Community Health Coalition provided a grant to offset registration costs for some participants. Research for a palm oil display to be put in the nocturnal building was started. The first three Zoo Edventures were successfully completed with positive comments from parents and campers. GCPD was given access to the zoo's security camera feeds. All biofacts were inventoried and work to create a searchable and sortable master file continues. Giraffe feedings made \$203.

## MAINTENANCE DIVISION

A walkway for viewing the kangaroo & emu yard was put in along with a rope fence. Also putting in a new walkway from the duck pond bridge to Wild Asia. Pumping water out of low spots, cleaning up storm damage, and putting out mosquito pellets where needed. Hog panels were added to the giraffe yard fence so the young male can't climb it. New training wall sign was put up in Cat Canyon. Hog panel was added to the goral yard to keep the new kids in. Made locking latch for front zoo gate so it can be locked from outside the fence in an emergency. The playground shade was taken down and patched. Built new MOA rainforest pond after removing old one. Also patched the rock work. Weed control was performed on weeds and around the zoo. Finished putting up metal around the sloth bear holding so the bears can't dig into the wall. Prepared grounds for Global Bazaar and other events. Tree pruning and removal. Equipment and vehicle repairs. Repaired areas of elephant barn floor. New crank cable added to the leopard barn and lock downs for the rest of the animal shift doors in the siamang barn in Asia. Planted four grape plants on the two pergolas so they can climb and cover. Working on the wetlands getting system to run better.

**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

# Ordinances & Resolutions



## MEMORANDUM

WATER DEPARTMENT  
P O Box 998  
106 S. 11<sup>TH</sup> STREET  
GARDEN CITY, KS  
67846

~~~~~  
FRED JONES  
WATER RESOURCE  
MANAGER  
620-276-1291

~~~~~  
TONY HURTADO  
SUPERINTENDENT  
620-276-1292

~~~~~  
KACY QUINTANA  
ADMINISTRATIVE  
ASSISTANT  
620-276-1291  
FAX 620-276-1293  
~~~~~

**TO:** Governing Body

**THROUGH:** Matt Allen, City Manager

**FROM:** Fred Jones, Water Resource Manager

**DATE:** July 15, 2014

**RE:** Proposed Changes to City Ordinance

**ISSUE:**

The Water Department proposes changes to Code of Ordinances relating to the water utility. The purpose of the changes is to:

- Simply the terminology of the code to more clearly define the fees associated with connection to the water system.
- Offer some additional options to developers of multi-family housing complexes to address metering of the water utility.
- Create more efficient communication of changes to the water distribution system and ensure that construction methods conform to the existing Water System Standard Specifications and the Uniform Plumbing Code.

**BACKGROUND:**

Staff has received several requests from developers to allow metering of multi-family housing units. This would provide customers with a more accurate accounting of their own water use and relieve the owner of the property from the uncertainty of tenant water costs.

While we addressed this issue, we found a few other issues within the Code of Ordinances that we felt could be clarified to provide utility customers with a better understanding of the fees charged by the city. We also felt that other changes to the ordinance would clarify and improve reporting of changes made to the water system.

Sec. 90-112(1)- Current language refers to a “Service Connection Installation” we would like to change the language of the ordinance to say “tap fee”. This will reduce confusion with 90-112(2) which discusses service installation fees charged by the city for our labor, equipment, and materials.

Sec. 90-112(2)- Clarifies charges in addition to the tap fee and specifically identifies the meter as an included cost.

Sec. 90-112(3)- Deletes duplicate language addressed in 90-112(2).

Sec. 90-112(4)- Clarifies maintenance of water service lines if a developer choose to enter into a multi-unit metering agreement with the city.



- Sec. 90-112(7)- Provides an option for developers to have individual metering of units in a multi-family housing structure. If a developer chooses this option the agreement would be part of the existing development agreement process.
- Sec. 90-115 Changes language of the ordinance to require notice and approval from the Water Department Superintendent prior to abandonment of any service lines.
- Sec. 90-118 Changes the language of the ordinance to allow for multi-unit meter installations.
- Sec. 90-119 Clarifies that new mains shall be installed by current city construction standards and the Uniform Plumbing Code. It also strikes language that would prohibit multi-unit metering.

**ALTERNATIVES:**

Accept the proposed ordinance changes.

Reject the proposed ordinance changes and direct staff to provide alternative solutions to the issue.

**RECOMMENDATIONS:**

Staff recommends adoption of the changes as presented.

AN ORDINANCE REGULATING WATER UTILITY SERVICE IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CODE SECTIONS 90-112, 90-115, 90-118 and 90-119; REPEALING IN THEIR ENTIRETY CURRENT CODE SECTIONS 90-112, 90-115, 90-118 and 90-119; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** Section 90-112 of the Code of Ordinances for the City of Garden City, Kansas, is hereby amended, to read as follows:

**Sec. 90-112. – Installation of connection fees.**

All residential, commercial and industrial water service connection installations for new structures and existing structures requiring a new service installation shall be installed by the city of Garden City Water Department. For the purpose of this section, the water main shall be considered as being in the middle of the adjoining street right-of-way and the city will extend water service from the main to the property line for a distance not to exceed 100 feet without provisions requiring additional extensions of water mains.

- (1) Service tap fees will be charged as follows:
  - a. One-inch service .....\$900.00
  - b. One and one-half-inch service .....\$1,200.00
  - c. Two-inch service .....\$1,400.00
  - d. Three-inch service .....\$1,600.00
  - e. Four-inch service .....\$2,000.00
  - f. Six-inch service .....\$2,200.00
  - g. Eight-inch service .....\$2,400.00
- (2) In addition to the tap fee, a service installation fee shall be included with the other charges due and payable when acquiring a building permit for new construction. Service installation fees for existing structures requiring a new service shall be due and payable when acquiring the necessary plumbing permit. The service installation fee will be based upon the city's cost for labor, equipment, materials and meter.
- (3) The metering device shall in be supplied by the city and shall remain the property of the city and shall remain the property of the city; said city reserving the right to repair or replace such meters as deemed appropriate by the water department.
- (4) The property owner shall be responsible for extending the service line from the meter to the building. This service line shall be installed according to the most recently adopted Uniform Plumbing Code. If the property owner has obtained approval for a multi-unit metering installation, the property owner will be responsible for installation of service line from the curb stop to the building.
- (5) The costs of any street, curb, gutter, and sidewalk repair resulting from property owner requesting additional water connections to a property, or the upgrading of an existing water service, are to be borne by the property owner. The costs of the repairs charged to the property owner will be at the city's cost of such repair.

- (6) The city shall require from the property owner a 48-hour notification to schedule the main tap and meter installation.
- (7) Multi-family housing units may apply to the water department for a multi-unit meter installation. A multi-unit water metering agreement must be entered into between a property owner and the city.

**SECTION 2.** Section 90-115 of the Code of Ordinances for the City of Garden City, Kansas, is hereby amended, to read as follows:

**Sec. 90-115. – Abandoned service pipe.**

All service pipes that may become useless because of laying of larger or new services, or because water will no longer be used through them must be permanently closed off at the water main at the expense of the owner of the premises, by a licensed plumber or authorized city employee, only upon the authorization of the superintendent of the water department prior to disconnection.

**SECTION 3.** Section 90-118 of the Code of Ordinances for the City of Garden City, Kansas, is hereby amended, to read as follows:

**Sec. 90-118. – Same—Location and installation.**

Water meters shall be installed by the city in a vertical position in a location protected from freezing and easily accessible for reading. The city reserves the right to designate the location of all meters and when installed outside a building, they shall be placed in a suitable meter box of materials furnished by or approved by the city. All meter boxes or vaults shall be installed by the city or in accordance with specifications approved by the city. Multi-unit meter installations must be installed as indicated in the multi-unit water metering agreement.

**SECTION 4.** Section 90-119 of the Code of Ordinances for the City of Garden City, Kansas, is hereby amended, to read as follows:

**Sec. 90-119. Materials, installation to be specified by department.**

The city shall specify the kind of pipe, service or curb cocks, curb boxes and all fittings and equipment therefor. The curb boxes shall in all cases be placed upon the public property and shall control the supply of water. All services connected to the city's public water supply will be constructed in accordance with the currently adopted edition of the Uniform Plumbing Code and the city's Water System Standard Specification.

**SECTION 5.** The Code of Ordinances for the City of Garden City, Kansas, Sections 90-112, 90-115, 90-118 and 90-119 as previously existing, are hereby repealed, to be replaced as specified in this ordinance.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 15th day of July, 2014.

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ROY CESSNA, Mayor

ATTEST:

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CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

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RANDALL D. GRISELL  
City Counselor



# Memo

To: Garden City Commission  
 From: Kaleb Kentner  
 CC: File  
 Date: March 14, 2014  
 Re: GC2014-29, Amend Section 2.030 to define "Transitional Supportive Housing", to amend Section 12.030 to allow Transitional Supportive Housing in the "P-F", Public Facilities District, and to amend Section 24.060 to define off-street parking requirements for Transitional Supportive Housing

COMMUNITY  
 DEVELOPMENT  
 DEPARTMENT  
 SERVING  
 GARDEN CITY  
 HOLCOMB  
 AND  
 FINNEY COUNTY

620-276-1170

### INSPECTIONS

620-276-1120

[inspection@garden-city.org](mailto:inspection@garden-city.org)

### CODE COMPLIANCE

620-276-1120

[code@garden-city.org](mailto:code@garden-city.org)

### PLANNING AND ZONING

620-276-1170

[planning@garden-city.org](mailto:planning@garden-city.org)

**ISSUE:** To amend Section 2.030 to define "Transitional Supportive Housing"; to amend Section 12.030, to allow Transitional Supportive Housing in the "P-F", Public Facilities District; and to amend Section 24.060 to define the off-street parking requirements for Transitional Supportive Housing.

**BACKGROUND:** Sister Trudy Tanner is requesting an amendment to the zoning regulations to allow "Transitional Supportive Housing" in the "P-F", Public Facilities District. The facility would include a private section that would provide housing for victims of domestic abuse. The facility would also include a public section that would offer classes, coaching, and miscellaneous supportive services not only for the housing residents but for outside clients to use as well. In the current adopted zoning regulations, the term "Transitional Supportive Housing" is not defined or used. Our regulations allow for Group Day Care Homes and Nursing Homes but not for Transitional Supportive Housing Homes. This amendment will define the term, list the term as a use in the "P-F", Public Facilities District, and list the off-street parking requirements.

Transitional Supportive Housing can be adopted as a use by right or as a conditional use in the "P-F", Public Facilities District. Allowing this as a use by right would allow for the location of the facility to remain anonymous. However, no further restrictions could be made on proposed facilities. If the commission were to recommend this as a conditional use, additional conditions may be placed on the properties as they are brought before the Board of Zoning Appeals. However, to apply for a conditional use permit, the location of the facility would need to be published as required by Section 28.040. This will pose a problem for the facility, in that the purpose of this type of a facility is to provide a safe and anonymous location for the residents.

#### The amended Section 2.030 would read:

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

115. Transitional Supportive Housing - Housing with no limit on length of stay, that provides shelter for domestic violence survivors and their dependent children, that provides safe housing coupled with supportive services to assist residents and walk-in clients by providing skill-specific services and support as needed.

#### The amended Section 12.020 (USE BY RIGHT) would read:

12.020 PERMITTED USES. Those uses or categories of uses as listed herein, and no others, are permitted in the "P-F" District:

CITY ADMINISTRATIVE  
 CENTER  
 301 N. 8<sup>TH</sup>  
 P.O. Box 998  
 GARDEN CITY, KS  
 67846-0998  
 620.276.1170  
 FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)



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

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(M) **Transitional Supportive Housing**

**OR:**

**The amended Section 12.030 (CONDITIONAL USE) would read:**

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

**(E) Transitional Supportive Housing**

**The amended Section 24.060 would read:**

24.060 PARKING SPACES PROVIDED. Except as otherwise provided in this Zoning Regulation the number of off-street parking spaces for various uses will be as follows:

<u>USE</u>	<u>REQUIRED PARKING SPACES</u>
<b>31. Transitional Supportive Housing</b>	One (1) parking space for each employee on the maximum shift, plus one (1) space for each two hundred (200) sq. ft. of office space, plus one (1) space per four (4) beds.

**ALTERNATIVES:** The Commission may:

1. Approve the amendment as requested.
2. Approve the amendment with changes.
3. Not approve the amendment.

**STAFF RECOMMENDATION:** Staff recommends approval of this amendment as it is written with the use as a conditional use.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommended approval of the amendment with the use as a conditional use

**Present - 7**

**Yea - 7**

**Nay - 0**

**ORDINANCE NO. \_\_\_\_\_-2014**

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE THE PUBLIC FACILITIES DISTRICT; AMENDING ZONING REGULATION SECTIONS 2.030, 12.030, AND 24.060; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030, 12.030, AND 24.060. ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** Section 2.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

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

1. Accessory Building or Use - A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land. (See Article 21.)
2. Agricultural Uses - Farming operation including, dairying, agriculture, horticulture, viticulture, animal and poultry husbandry, including the structures necessary for carrying out farming operations. So long as such land and structures are used for such purposes, the regulations do not apply. The term agriculture as used in this Zoning Regulation shall not include commercial feed lots as defined by K.S.A. 47-1501.
3. Alley - A public or private thoroughfare which affords only a secondary means of access to property abutting thereon.
4. Alteration - Alteration, as applied to a building or structure, is a change or rearrangement of the structural parts of any building or structure, or the enlargement of an existing building or structure by extending said building or structure to cover more of the lot area, by increasing the height or by moving said structure from one location or position to another.
5. Amateur - Means any individual holding a valid Federal Communications Commission Amateur Radio License.
6. Animal Hospital or Clinic - Any building or structure designed for examination, observation, treatment, board, or care of domestic animals by a doctor of veterinary medicine.
7. Antenna - Means any structure or device used for the purpose of collecting or transmitting, electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.
8. Apartment - (See Dwelling, Multiple Family).
9. Automobile and Trailer Sales Area - An open area, other than a street, alley, or other public way or open space, used for the display and/or sales of new or used automobiles or trailers, and where no repair work is done except for minor repair of automobiles or trailers to be displayed and/or sold on the premises.

10. Automobile Wrecking and Salvage Yards - A lot, plot, or parcel of land where three (3) or more motor vehicles, not in operating condition, are collected and/or stored for the purpose of processing parts for sale.
11. Board - Board of Zoning Appeals (BZA).
12. Boarding House - A building other than a hotel, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.
13. Buildings - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property. When a structure is divided into separate parts by un-pierced walls, from the ground up, each part is deemed a separate building.
14. Building Height - The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of the top story of a flat roof to the deck line of a mansard roof, and to the average height between the plat and ridge of a gable, hip, or gambrel roof.
15. Building Line - A line established, in general by plat or elsewhere in this ordinance parallel to the front street line between which no building or portion thereof shall project except as otherwise provided in this Zoning Regulation.
16. Building Main - A building or structure in which is conducted the principal use of the lot or group of lots on which it is located.
17. Canopy or Marquee - A roof-like structure, which may project or be separate from a building for the purpose of protection to pedestrians from the weather and in which no retail sales or business operation is performed, without special permit from the Governing Body.
18. Channel - Shall mean the geographical area within the natural or artificial banks of a watercourse required to convey continuously or intermittently flowing water.
19. Clinic, Dental or Medical - A building in which a group of physicians, dentists, or allied professional assistants are associated for the purpose of carrying on their profession. The clinic may include a dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.
20. Condominium - Means a building containing two (2) or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the State Apartment Ownership Act. See K.S.A. 58-3102 for complete definition.
21. Convenience Store - Any building or premises used for the sale of food and other items as a "quick-service food/sundry store" which may include the dispensing of gasoline and oil but which does not provide automotive maintenance or repair services.
22. Court - An area enclosed or partially enclosed on not more than three (3) sides by exterior walls, building, or group of buildings and lot lines on which walls are allowable, with one side or end open to a street, driveway, alley, or yard.
23. Curb Level - The officially established grade of the curb in front of the mid-point of the lot.
24. Licensed Day Care Home - Means the premises in which care is provided for a maximum of ten (10) children under sixteen (16) years of age with limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(e)(1). This total includes children less

than eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.

25. Child Care Center - Means a non-residential facility in which care and educational activities are provided for thirteen (13) or more children two (2) weeks to sixteen (16) years of age for more than three (3) hours and less than twenty-four (24) hours per day including day time, evening, and nighttime care, or which provides before and after school care for school-age children. A facility may have fewer than thirteen (13) children and be licensed as a center if the program and building meet child care center regulations.
26. Group Day Care Home - Means the premises located in a single family dwelling unit where care is provided by two (2) providers, one of whom shall be a bona-fide resident of the, dwelling unit, in which care is provided for a maximum of twelve (12) children under sixteen (16) years of age with a limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(f)(1). This total includes children under eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
27. District - A section or sections of Garden City, Kansas for which the regulations governing the use of, the height of, and area of buildings and premises are uniform.
28. Dock (Loading) - A structure of which its height and primary purpose is to facilitate the loading and unloading of cargo and transportation vehicles.
29. Drainage Course (Water Course) - Any natural depression, draw, or ravine which directs and facilitates the flow of water.
30. Drive - A Private right-of-way which affords principle means of vehicular access to or through a mobile home park, and which is owned and maintained by the owner or operator of the park.
31. Dwelling - Any building designed or used for residential purposes.
32. Dwelling, Single-Family - A building designed for or occupied exclusively by one family.
33. Dwelling Two-Family - A building designed for or occupied exclusively by two (2) families.
34. Dwelling, Multiple Family - A building, or portion thereof designed for or occupied by three (3) or more families, but which may have joint services or facilities for more than one family.
35. Easement - A portion or strip of land which is part of a lot, parcel tract which has been reserved or dedicated for specific use for access of persons, utilities, or services.
36. Exception - An exception shall always mean the allowance of otherwise prohibited use within a given district, such use and conditions by which it may be permitted being clearly and specifically stated within these Zoning Regulations, and the allowance being granted by conditional use permit from the Board of Zoning Appeals.
37. Educational Institution - A college, university, or incorporated academy providing general academic instruction equivalent to the standards prescribed by the State Board of Education.
38. Fabrication - That part of manufacturing which relates to stamping, cutting, or otherwise shaping processed materials into objects and may include the assembly of standard component parts, but does not include extracting, refining, or other initial processing of basic raw materials.

39. Facade - That portion of a building facing public street right-of-way.
40. Family - The word "family" shall be two (2) or more persons related by blood, marriage, or adoption living together in a dwelling unit. For the purpose of this Title, paying tenants in excess of two (2) shall be considered as boarders or roomers, and the building in which they abide shall be considered as a boarding, or rooming house.
41. Feed Lot - The use of land for commercial dry lot livestock feeding operations where any number of livestock or poultry is confined in a concentrated area for the distinct purpose of meat, milk, or egg production, where the livestock or poultry are fed at the place of confinement and crop or foliage is not sustained in the area of confinement. Also included are any feeding endeavors which are operated on a contract basis. Not included in this definition are farm feeding operations which are an agricultural endeavor used for personal need, income supplement, and are a seasonal operation. Also not included are pasturing and grazing operations.
42. Fence - A free-standing structure of metal, masonry, glass, or wood or any combination thereof resting on or partially buried in the ground and rising above ground level and used for confinement, screening, or partition purposes.
43. Flood - Shall mean an overflow of water onto lands not normally covered by water. Floods have two (2) essential characteristics: The inundation of land is temporary, and the land is adjacent to and inundated by overflow from a watercourse, or lake, or other body of standing water.
44. Floodplain - Shall mean the land adjacent to a watercourse subject to inundation from a flood having a chance occurrence in any one year of one percent (1%).
45. Floodway - Shall mean the channel of a watercourse and that portion of the adjoining floodplain required to provide passage of a 100-year flood with an insignificant increase in flood stage, above that of natural conditions. The limits of the floodway, as designated by order of the Planning Commission are delineated on the official zoning map and the attachments to it.
46. Floodway Fringe Area - Shall mean the area between the limits of the floodway and the floodplain of the 100-year flood.
47. Floor Area - For computing off-street parking requirements, the floor area shall mean the gross floor area used or intended to be used by the owner or tenant for service to the public as customers, patrons, or clients including areas occupied by fixtures and equipment used for display. It shall not include areas used principally for maintenance of the building, rest room, or utility rooms.
48. Frontage - All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
49. Frozen Food Locker - A facility or structure where livestock is slaughtered and prepared for distribution to butcher shops or retail sales establishments such as grocery stores. A frozen food locker is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, storage, or sale of the product on the premises.
50. Garage Private - An accessory building designed or used for the storage of motor-driven

vehicles owned and used by the occupant of the building to which it is an accessory.

51. Garage, Public - A building or portion thereof other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor driven vehicles.
52. Garage, Storage - A building or portion thereof designed or used exclusively for housing four (4) or more motor-driven vehicles, other than truck and commercial vehicles, pursuant to previous arrangements and not to transients, and at which no auto fuels are sold and no motor vehicles are equipped, repaired, hired, or sold.
53. Grade
  - (A) For buildings having walls adjoining one street only, the elevation of the curb at the center of the wall adjoining the street.
  - (B) For buildings having walls, adjoining more than one street, the average of the elevation of the curb at the center of all walls, adjoining the streets.
  - (C) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.
  - (D) Any wall approximately parallel to and not more than five (5) feet from a street line is to be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the City Engineer.
54. Height, Tower - shall be determined by measuring the vertical distance from the tower's point of contact with the ground or structure to the highest point of the tower. All antennas or other attachments shall not exceed ten (10) feet above the tower and shall not be included into the tower height measurement.
55. Home Occupation - The term "Home Occupation" shall mean any occupation conducted entirely within the dwelling unit and carried on only by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold - except those which are produced on the premises. (See Article 26).
56. Hotel - A building used as an abiding place on a daily or weekly basis for transient persons who, for compensation, are lodged with or without meals, whether such establishments are designated as a hotel inn, automobile court, motel, motor inn, motor, lodge, tourist cabin, tourist unit, or otherwise.
57. Institutional Home - A place where the specialized care of babies, children, pensioners, or older people - and those under care for drug or alcohol abuse, is provided, except those for correctional or mental cases. An Institutional Home shall in no way be interpreted to mean a Day Care Center.
58. Institutional Use - Shall include civic, service and fraternal organization buildings; cultural facilities; child care centers; dormitories; schools; group homes; nursing homes, rest homes and homes for the aged; government buildings; health institutions; religious institutions; stadiums, arenas and civic centers.
59. Junk Yard - A parcel of land used for the storage, keeping for sale, or abandonment of junk, including used metal, wood, building materials, household appliances, vehicles, machinery, or parts thereof.

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

71. Non-Conforming Mobile Home - Shall mean a structure which:
- (A) Is transportable in one or more sections which, in traveling mode, is 8 body feet or more in width and 36 body feet or more in length and is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
  - (B) Is not subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403
72. Manufactured Home Park - A tract of land containing suitable drives, utilities, and other supporting elements, and devoted to the sole purpose of accommodating, on lease or rental basis, mobile homes, or manufactured homes, located therein permanently or semi-permanently.
73. Manufactured Home Space - That area of land within a manufactured home park set aside for use as a site for one manufactured home, including the open spaces around said home. As are required in this Zoning Regulation.
74. Manufactured Home, Double Wide - A manufactured or modular home which when assembled on the site has a width of not less than twenty-four (24) feet.
75. Manufactured Home Single Wide - Any residential structure assembled in total or in sections other than at the site of intended location and transported to such site.
76. Manufactured Home Subdivision - A subdivision developed for the purpose of selling individual lots on which manufactured homes or modular homes may be located.
77. Modular Home - Shall mean a structure which is:
- (A) Transportable in one or more sections; and
  - (B) Not constructed on a permanent chassis; and
  - (C) Designed to be used as a dwelling on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and
  - (D) Certified by its manufacturer as being constructed in accordance with a nationally recognized building code.
78. Natural Obstruction - Shall mean any rock, tree, gravel, or related natural matter that is an obstruction and has been located within the floodway by a non-human cause.
79. (Reserved)
80. Non-Conforming Use - Same; existing uses; alterations; exception.

Reasons adopted herein shall not apply to the existing use of any building or land, but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted. If a building is damaged by more than 50% of its fair market value such building shall not be restored if the use of such building is not in conformance with the regulations adopted.

Exception for flood plain regulations in areas designated as a flood plain, regulations adopted by the City pursuant to K.S.A.12-715b, and amendments thereto, shall not apply to the use of land for agriculture purposes so long as such land, and buildings are used for agricultural purposes and not otherwise.

81. Obstruction - Shall mean artificial obstructions, such as any dam, wall, wharf, embankment, levee, dike, pile, abutment, excavation, channel rectification, bridge, conduit, culvert, building, structure, wire, fence, rock, gravel, refuse, fill, or other related structures or matter in, along, across, or projecting into any floodway which may impede, retard, or change the direction of the flow of water, or increase the flood height, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry the same downstream to the damage or detriment of either life or property.
82. Parking Space - An area surfaced with concrete, bituminous, or similar permanent surface, for the purpose of storing one parked automobile. For the purpose of this Zoning Regulation, one parking space shall have a minimum width of (9) feet and a minimum length of twenty (20) feet. In computing off-street parking, additional space shall be required, off-street, for access drives to each parking space.
83. Pasturage or Pasture - Shall be defined as land or a plot of land used for the grazing, feeding, and confinement of livestock.
84. Person - A person shall be understood in its broadest legal sense, including person, partnership, a company, corporation, or any other organized or unorganized group of persons acting together.
85. Planning Commission - The Holcomb-Garden City-Finney County Area Planning Commission.
86. Preschool - A non-residential facility which provides experiences for children who have not attained the age of eligibility to enter kindergarten and who are thirty (30) months of age or older; conducts sessions not exceeding three (3) hours per session; which does not enroll any child more than one session per day, and which does not serve a meal. (Ord. #1736, 7/8/91)
87. Professional Office - Any building used by one or more persons engaged in the practice of law, architecture, engineering, medicine, or in the business of real estate broker or agent.
88. Public Utility - Any business the purpose of which is to furnish to the general public:
  - (A) Telephone Service
  - (B) Telegraph Service
  - (C) Electricity
  - (D) Natural Gas
  - (E) Water
  - (F) Transportation of Persons
  - (G) Solid Waste Disposal
  - (H) Wastewater Treatment Plant
  - (I) Any other business so affecting the public interests to be subject to the supervision or

regulation by any agency or the State.

(J) Community closed circuit telecast

89. Restaurant – Any eating establishment in which the primary function is the preparation and serving of food and beverages on the premises and whose sale of cereal malt beverages or alcoholic liquor accounts for less than 50% of its gross receipts in sales.
90. Right-of-Way - A strip of land between property lines, dedicated to the public or private interest, which is intended for use as an alley, crosswalk, court, place, road, street, thoroughfare, or utility easement.
91. Residential Designed Manufactured Home - A manufactured home on a permanent foundation which has a minimum dimension of twenty-two (22) feet in body width, a pitched roof and siding and roofing material which are customarily used on site-built homes.
92. Rooming House - Any dwelling in which more than three (3) persons either individually or as families are housed or lodged for hire, with or without meals.
93. Service Station - Any building or premises used for the purpose of dispensing, sale, or offering for sale at retail of any automobile fuels or oils, when the dispensing, sale, or offering for sale is incidental to the conduct of a public garage, the premises are classified as a public garage.
94. Setback - The minimum horizontal distance between the property line and the building line.
  - (A) Front Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
  - (B) Rear Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
  - (C) Side. Yard - shall be determined from the eave overhang.
95. Sidewalk - A hard surfaced walk for pedestrians at the side of a street. (All sidewalks will be constructed as specified in the Garden City Sidewalk Hand Book of 1978).
96. Sign - See Article 23, Section 23.020 of this Zoning Regulation for definitions.
97. Story - That portion of a building, other than a basement or cellar, included between the surface of any floor and surface of the floor next above it, if there be no floor above it, then the space between the floor and the ceiling next above it.
98. Story, Half - A space under a sloping roof which has the fine intersection of roof decking and wall face not more than three (3) feet above the top floor level and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half-story containing independent living quarters shall be counted as a full story.
99. Street - A right-of-way, dedicated to the public use, which provides principle vehicular and pedestrian access to adjacent properties.
100. Street Classification
  - (A) Arterial - A street which provides for through traffic movement between and around areas and across the City, with direct access to abutting property; subject to necessary control of entrances, exits, and curb uses.

- (B) Collector - A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
  - (C) Local - A street which provides for direct access to abutting land and for local traffic movement whether in business, industrial or residential areas.
101. Street Line - A dividing line between a lot, tract, or parcel of land and the contiguous street.
102. Structure - Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, but not including fences.
103. Structural Alterations - Any change in the supporting members of a building such as, bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Zoning Regulation the following shall not be considered structural alterations:
- (A) Attachment of a new front where structural supports are not changed and that does not encroach beyond building line.
  - (B) Addition of fire escapes where lintels supports are not changed.
  - (C) New, windows where lintels and support walls are not materially changed.
  - (D) Minor repair or replacement of non-structural members.
104. Tavern/Class A Club/Class B Club/Private Club/Night Club/Fraternal Lodge/ Drinking Establishment/Lodge - Any establishment that meets at least one of the following:
- (A) Any establishment whose primary function is the sale and on-site consumption of cereal malt beverages or alcoholic liquor.
  - (B) Any establishment whose sale of cereal malt beverages or alcoholic liquor accounts for more than 50% of its gross receipts in sales.
  - (C) A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, for the exclusive use of the corporate stockholders, partners, trust beneficiaries, associates, members, and their families and guests accompanying them.
  - (D) A premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.
  - (E) A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for consumption of food or any beverage and for entertainment.
105. Townhouse - Means one single-family townhouse residential unit which may be joined together with at least one additional single-family townhouse residence by a common wall or walls, and/or roof and/or foundation: Provided, however, that in any event, the term "townhouse" shall not mean a condominium as defined in K.S.A. 58-3102.
106. Tower - Means any ground or structure-mounted pole, spire, structure, or combination thereof taller than 15 feet including supporting lines, cable, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus

above grade.

107. Tower, Multi-User - means a tower to which is attached the antennas of more than one commercial wireless telecommunications service provider or governmental entity.
108. Tower, Single-User - means a tower to which is attached only the antennas of a single-use, although the tower may be designed to accommodate the antennas of multiple users as required by this Code.
109. Tract - An area or parcel of land other than a lot of record described and recorded in the Office of the Register of Deeds of Finney County as a single parcel of land under individual ownership.
110. Trailer - Any structure used for living, sleeping, business, or storage purposes, having no foundation other than wheels blocks, skids, jacks, horses, or skirting and which has been, or reasonably may be, equipped with wheels or other devices for transporting the structure from place to place, whether by motor power or other means. The term "Trailer" shall include recreational vehicles.
111. Trailer Park - Means a tract of land containing sites for the overnight or short term parking of two (2) or more camping trailers. Camping trailers may be parked in a camp-ground or camper park provided such camp area is in conformance with the codes and ordinances of the City.
112. Trailer, Advertising - A trailer, as defined above, but carrying, or having attached thereto, a sign, billboard, or other media for advertising purposes, such advertising being the purpose and use of the trailer.
113. Trailer, Camping - A trailer, as defined above, and equipped with an enclosure for sleeping while on vacation, or other trips of short duration. Such camping trailers may also contain cooking, bath, and sanitary equipment. Size and furnishing of such camping trailers may vary widely, but in no case shall they be considered structures for residential use of a temporary or permanent nature, for purposes of this Zoning Regulation.
114. Trailer, Hauling - A trailer, as defined above, and designed and normally used for over-the-road transporting of belongings, equipment, merchandise, livestock, and other objects, but not equipped for human habitation.
115. Transitional Supportive Housing – Housing with no limit on length of stay, that provides shelter for domestic violence survivors and their dependent children, that provides safe housing coupled with supportive services to assist residents and walk-in clients by providing skill-specific services and support as needed.
116. Vision Clearance Area - A triangular area on a corner lot, which is formed by the street property lines and a line connecting them at points, twenty-five (25) feet from the intersection of the street lines. The vision clearance area shall contain no temporary or permanent obstructions in the excess of one (1) foot in height. Street trees may be permitted provided such trees are pruned at least eight (8) feet above the surrounding grade. At the intersection of major or arterial streets the vision clearance area is created by points forty (40) feet from the intersection of the property lines.
117. Watercourse - Shall mean any stream, arroyo, or drainway having a channel that serves to give direction to a flow of water.
118. Yard - A space on the same lot with a main building, open, unoccupied, and unobstructed by

buildings or structures from the ground to the sky, except as otherwise provided in this Zoning Regulation.

- 119. Yard, Front (Primary Front) - A yard extending across the full width of the lot, the depth of which is the least distance between the street right-of-way line and the building setback line.
- 120. Yard, Secondary Front- A yard on a corner lot which fronts a public or private right-of-way but on which the building on the lot does not have a primary entrance; extending from the front line of the building to the rear line of the building.
- 121. Yard, Rear – A yard extending across the full width of the lot between the rear of the building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear line of such main building.
- 122. Yard, Side – A yard between the main building and the side lot line extending from the front yard lot line to the rear lot line. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line from the nearest part of the main building. (See Article 22, Supplemental Development Standards.)

**SECTION 2.** Section 12.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

12.030 CONDITIONAL USES. The following uses and structures may be permitted in the “P-F” District only after they have been reviewed and approved as required by Article 29.

- (A) Heliports.
- (B) Mining and quarrying.
- (C) Private parks (over 5 acres).
- (D) Temporary accessory uses.
- (E) Transitional Supportive Housing**

**SECTION 3.** Section 24.060 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

24.060 PARKING SPACES PROVIDED. Except as otherwise provided in this Zoning Regulation the number of off-street parking spaces for various uses will be as follows:

<u>USE</u>	<u>REQUIRED PARKING SPACES</u>
1. Auditorium	One (1) parking space for each four (4) seats up to eight hundred (800) seats, plus one (1) parking space for each eight (8) seats over eight hundred (800) seats.
2. Automobile Sales and Services Garages.	One (1) space for each four hundred (400) sq. ft. of retail floor area.
3. Banks and Business and Professional Offices.	One (1) space for each two hundred (200) sq. ft. up to one thousand (1,000) sq. ft., and one (1) space for each four hundred (400) sq. ft. of

	additional space thereof.
4. Bowling Alleys.	Five (5) spaces for each lane or alley.
5. Churches.	One (1) space for each five (5) seats in the auditorium or one (1) space for each seventeen (17) classroom seats, whichever is the larger.
6. College or University.	One (1) space for each three (3) faculty, staff members and other employees, plus one (1) additional space for each fifteen (15) students enrolled.
7. Dance Halls, Assembly Halls, and Exhibition Halls, without fixed seats.	One (1) space for each one hundred (100) sq. ft. used for assembly.
8. Dormitory, Fraternity, or Sorority Houses	One (1) space for each three (3) active members or residents, plus one (1) space for each three (3) full time employees.
9. Dwellings, Single Family including Duplexes, and Manufactured Home Subdivision.	Four (4) spaces shall be provided for each dwelling unit. Two (2) parking spaces shall be located behind the front building line and may be in the side or rear yard.
10. Multiple Family.	Two (2) spaces shall be provided for each dwelling unit. All parking shall be located behind the front building line of each structure.
11. Manufactured Home Park	There shall be provided at least two (2) off-street parking spaces to be located on the manufactured home space. There shall be no on-street parking within the park except for moving trucks/vans, emergency vehicles or for temporary (15 minute) loading/unloading of vehicles. In addition, there shall be provided 1½ visitor's off-street parking spaces for every five (5) manufactured homes. Visitor parking spaces shall be located within convenient walking distances to home spaces.
12. Funeral Homes and Mortuaries.	Four (4) spaces for each parlor or one (1) space for each one hundred (100) sq. ft. of floor area.
13. Furniture and Appliance Stores.	One (1) space for each eight hundred (800) sq. ft. of floor area.
14. Hospitals.	One (1) space per two (2) beds plus one (1) space per three (3) employees plus one (1) space per staff doctor.
15. Clinics with Beds, Nursing Homes, Rest Homes, and Institutional Homes.	One (1) space for each three (3) beds shall be located behind the front building line in the side or rear yard.
16. Hotel or Motel.	One (1) space for each living or sleeping unit. For a facility with a restaurant, see restaurant requirements.

17. Industrial Uses.	One (1) space per two (2) employees on maximum shift and one (1) space for each company vehicle.
18. Manufacturing Uses, Research Testing Laboratories, Creameries, Bottling Establishments, Bakeries, Canneries, Printing and Engraving Shops, Etc.	One (1) space per two (2) employees on maximum shift and one (1) space for each company vehicle.
19. Medical Clinics or Offices.	Three (3) spaces for each examination room plus one (1) for each doctor and employee.
20. Dental Clinics or Offices.	Two (2) spaces for each examination room plus one (1) for each dentist and employee.
21. Motor Vehicle and Machinery Repair, Sales or Wholesaling.	One (1) parking space for each eight hundred (800) sq. ft. of floor area.
22. Offices not providing customer services or sales on the premises.	One (1) parking space for each four hundred (400) sq. ft. of gross floor area.
23. Personal Services Establishments in Commercial Zones, including: a. Barber Shops. b. Beauty Shops. c. Shoeshine and Shoe Repair Shops d. Custom Dressmaking, Furrier, Millinery and Tailor Shops.	One (1) space for each two hundred (200) sq. ft. of floor area.
24. Professional Offices for Attorneys, CPA's, Architects, Engineers, Etc.	Four (4) spaces per one thousand (1000) sq. ft. of gross floor area. For offices less than one thousand (1000) sq. ft. the minimum requirement shall be four (4) spaces.
25. Public Buildings.	One (1) space for each three (3) employees, plus one (1) space for each one hundred (100) sq. ft. used for public assembly.
26. Restaurants, Taverns, and Night Clubs.	One (1) space for each three (3) seats.
27. Retail Stores, except as otherwise specified herein.	One (1) parking space four hundred (400) sq. ft. of retail floor area, including designated outdoor sales areas.
28. Rooming and Boarding Houses, Lodging Houses, Clubs, and Fraternity Housing having sleeping rooms.	One-half (1/2) parking space for each tenant or one (1) space for each vehicle kept by a roomer, boarder, or tenant which is being parked on the premises, whichever is greater.
29. Schools; Private, Vocational, Etc.	One (1) parking space for each employee and one (1) space for each three (3) students of driving age.
30. Theaters.	One (1) parking space for each four (4) seats up to eight hundred (800) seats, plus one (1) parking space for each eight (8) seats over eight hundred (800) seats.

31. Transitional Supportive Housing	One (1) parking space for each employee on the maximum shift, plus one (1) space for each two hundred (200) sq. ft. of office space, plus one (1) space per four (4) beds.
32. Warehouses and Wholesale Storage Buildings (dead storage or high volume Distribution)	Two (2) parking spaces for each employee on the maximum shift.

**SECTION 4.** The Zoning Regulations for the City of Garden City, Kansas, Sections 2.030, 12.030, and 24.060 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation Sections not specifically amended herein shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 15<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
Roy Cessna, Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL

City Counselor

**ORDINANCE NO. \_\_\_\_\_-2014**

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE THE PUBLIC FACILITIES DISTRICT; AMENDING ZONING REGULATION SECTIONS 2.030, 12.020, AND 24.060; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030, 12.020, AND 24.060. ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** Section 2.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

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

1. Accessory Building or Use - A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land. (See Article 21.)
2. Agricultural Uses - Farming operation including, dairying, agriculture, horticulture, viticulture, animal and poultry husbandry, including the structures necessary for carrying out farming operations. So long as such land and structures are used for such purposes, the regulations do not apply. The term agriculture as used in this Zoning Regulation shall not include commercial feed lots as defined by K.S.A. 47-1501.
3. Alley - A public or private thoroughfare which affords only a secondary means of access to property abutting thereon.
4. Alteration - Alteration, as applied to a building or structure, is a change or rearrangement of the structural parts of any building or structure, or the enlargement of an existing building or structure by extending said building or structure to cover more of the lot area, by increasing the height or by moving said structure from one location or position to another.
5. Amateur - Means any individual holding a valid Federal Communications Commission Amateur Radio License.
6. Animal Hospital or Clinic - Any building or structure designed for examination, observation, treatment, board, or care of domestic animals by a doctor of veterinary medicine.
7. Antenna - Means any structure or device used for the purpose of collecting or transmitting, electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.
8. Apartment - (See Dwelling, Multiple Family).
9. Automobile and Trailer Sales Area - An open area, other than a street, alley, or other public way or open space, used for the display and/or sales of new or used automobiles or trailers, and where no repair work is done except for minor repair of automobiles or trailers to be displayed and/or sold on the premises.

10. Automobile Wrecking and Salvage Yards - A lot, plot, or parcel of land where three (3) or more motor vehicles, not in operating condition, are collected and/or stored for the purpose of processing parts for sale.
11. Board - Board of Zoning Appeals (BZA).
12. Boarding House - A building other than a hotel, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.
13. Buildings - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property. When a structure is divided into separate parts by un-pierced walls, from the ground up, each part is deemed a separate building.
14. Building Height - The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of the top story of a flat roof to the deck line of a mansard roof, and to the average height between the plat and ridge of a gable, hip, or gambrel roof.
15. Building Line - A line established, in general by plat or elsewhere in this ordinance parallel to the front street line between which no building or portion thereof shall project except as otherwise provided in this Zoning Regulation.
16. Building Main - A building or structure in which is conducted the principal use of the lot or group of lots on which it is located.
17. Canopy or Marquee - A roof-like structure, which may project or be separate from a building for the purpose of protection to pedestrians from the weather and in which no retail sales or business operation is performed, without special permit from the Governing Body.
18. Channel - Shall mean the geographical area within the natural or artificial banks of a watercourse required to convey continuously or intermittently flowing water.
19. Clinic, Dental or Medical - A building in which a group of physicians, dentists, or allied professional assistants are associated for the purpose of carrying on their profession. The clinic may include a dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.
20. Condominium - Means a building containing two (2) or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the State Apartment Ownership Act. See K.S.A. 58-3102 for complete definition.
21. Convenience Store - Any building or premises used for the sale of food and other items as a "quick-service food/sundry store" which may include the dispensing of gasoline and oil but which does not provide automotive maintenance or repair services.
22. Court - An area enclosed or partially enclosed on not more than three (3) sides by exterior walls, building, or group of buildings and lot lines on which walls are allowable, with one side or end open to a street, driveway, alley, or yard.
23. Curb Level - The officially established grade of the curb in front of the mid-point of the lot.
24. Licensed Day Care Home - Means the premises in which care is provided for a maximum of ten (10) children under sixteen (16) years of age with limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(e)(1). This total includes children less

than eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.

25. Child Care Center - Means a non-residential facility in which care and educational activities are provided for thirteen (13) or more children two (2) weeks to sixteen (16) years of age for more than three (3) hours and less than twenty-four (24) hours per day including day time, evening, and nighttime care, or which provides before and after school care for school-age children. A facility may have fewer than thirteen (13) children and be licensed as a center if the program and building meet child care center regulations.
26. Group Day Care Home - Means the premises located in a single family dwelling unit where care is provided by two (2) providers, one of whom shall be a bona-fide resident of the dwelling unit, in which care is provided for a maximum of twelve (12) children under sixteen (16) years of age with a limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(f)(1). This total includes children under eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
27. District - A section or sections of Garden City, Kansas for which the regulations governing the use of, the height of, and area of buildings and premises are uniform.
28. Dock (Loading) - A structure of which its height and primary purpose is to facilitate the loading and unloading of cargo and transportation vehicles.
29. Drainage Course (Water Course) - Any natural depression, draw, or ravine which directs and facilitates the flow of water.
30. Drive - A Private right-of-way which affords principle means of vehicular access to or through a mobile home park, and which is owned and maintained by the owner or operator of the park.
31. Dwelling - Any building designed or used for residential purposes.
32. Dwelling, Single-Family - A building designed for or occupied exclusively by one family.
33. Dwelling Two-Family - A building designed for or occupied exclusively by two (2) families.
34. Dwelling, Multiple Family - A building, or portion thereof designed for or occupied by three (3) or more families, but which may have joint services or facilities for more than one family.
35. Easement - A portion or strip of land which is part of a lot, parcel tract which has been reserved or dedicated for specific use for access of persons, utilities, or services.
36. Exception - An exception shall always mean the allowance of otherwise prohibited use within a given district, such use and conditions by which it may be permitted being clearly and specifically stated within these Zoning Regulations, and the allowance being granted by conditional use permit from the Board of Zoning Appeals.
37. Educational Institution - A college, university, or incorporated academy providing general academic instruction equivalent to the standards prescribed by the State Board of Education.
38. Fabrication - That part of manufacturing which relates to stamping, cutting, or otherwise shaping processed materials into objects and may include the assembly of standard component parts, but does not include extracting, refining, or other initial processing of basic raw materials.

39. Facade - That portion of a building facing public street right-of-way.
40. Family - The word "family" shall be two (2) or more persons related by blood, marriage, or adoption living together in a dwelling unit. For the purpose of this Title, paying tenants in excess of two (2) shall be considered as boarders or roomers, and the building in which they abide shall be considered as a boarding, or rooming house.
41. Feed Lot - The use of land for commercial dry lot livestock feeding operations where any number of livestock or poultry is confined in a concentrated area for the distinct purpose of meat, milk, or egg production, where the livestock or poultry are fed at the place of confinement and crop or foliage is not sustained in the area of confinement. Also included are any feeding endeavors which are operated on a contract basis. Not included in this definition are farm feeding operations which are an agricultural endeavor used for personal need, income supplement, and are a seasonal operation. Also not included are pasturing and grazing operations.
42. Fence - A free-standing structure of metal, masonry, glass, or wood or any combination thereof resting on or partially buried in the ground and rising above ground level and used for confinement, screening, or partition purposes.
43. Flood - Shall mean an overflow of water onto lands not normally covered by water. Floods have two (2) essential characteristics: The inundation of land is temporary, and the land is adjacent to and inundated by overflow from a watercourse, or lake, or other body of standing water.
44. Floodplain - Shall mean the land adjacent to a watercourse subject to inundation from a flood having a chance occurrence in any one year of one percent (1%).
45. Floodway - Shall mean the channel of a watercourse and that portion of the adjoining floodplain required to provide passage of a 100-year flood with an insignificant increase in flood stage, above that of natural conditions. The limits of the floodway, as designated by order of the Planning Commission are delineated on the official zoning map and the attachments to it.
46. Floodway Fringe Area - Shall mean the area between the limits of the floodway and the floodplain of the 100-year flood.
47. Floor Area - For computing off-street parking requirements, the floor area shall mean the gross floor area used or intended to be used by the owner or tenant for service to the public as customers, patrons, or clients including areas occupied by fixtures and equipment used for display. It shall not include areas used principally for maintenance of the building, rest room, or utility rooms.
48. Frontage - All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
49. Frozen Food Locker - A facility or structure where livestock is slaughtered and prepared for distribution to butcher shops or retail sales establishments such as grocery stores. A frozen food locker is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, storage, or sale of the product on the premises.
50. Garage Private - An accessory building designed or used for the storage of motor-driven

vehicles owned and used by the occupant of the building to which it is an accessory.

51. Garage, Public - A building or portion thereof other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor driven vehicles.
52. Garage, Storage - A building or portion thereof designed or used exclusively for housing four (4) or more motor-driven vehicles, other than truck and commercial vehicles, pursuant to previous arrangements and not to transients, and at which no auto fuels are sold and no motor vehicles are equipped, repaired, hired, or sold.
53. Grade
  - (A) For buildings having walls adjoining one street only, the elevation of the curb at the center of the wall adjoining the street.
  - (B) For buildings having walls, adjoining more than one street, the average of the elevation of the curb at the center of all walls, adjoining the streets.
  - (C) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.
  - (D) Any wall approximately parallel to and not more than five (5) feet from a street line is to be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the City Engineer.
54. Height, Tower - shall be determined by measuring the vertical distance from the tower's point of contact with the ground or structure to the highest point of the tower. All antennas or other attachments shall not exceed ten (10) feet above the tower and shall not be included into the tower height measurement.
55. Home Occupation - The term "Home Occupation" shall mean any occupation conducted entirely within the dwelling unit and carried on only by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold - except those which are produced on the premises. (See Article 26).
56. Hotel - A building used as an abiding place on a daily or weekly basis for transient persons who, for compensation, are lodged with or without meals, whether such establishments are designated as a hotel inn, automobile court, motel, motor inn, motor, lodge, tourist cabin, tourist unit, or otherwise.
57. Institutional Home - A place where the specialized care of babies, children, pensioners, or older people - and those under care for drug or alcohol abuse, is provided, except those for correctional or mental cases. An Institutional Home shall in no way be interpreted to mean a Day Care Center.
58. Institutional Use - Shall include civic, service and fraternal organization buildings; cultural facilities; child care centers; dormitories; schools; group homes; nursing homes, rest homes and homes for the aged; government buildings; health institutions; religious institutions; stadiums, arenas and civic centers.
59. Junk Yard - A parcel of land used for the storage, keeping for sale, or abandonment of junk, including used metal, wood, building materials, household appliances, vehicles, machinery, or parts thereof.

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

71. Non-Conforming Mobile Home - Shall mean a structure which:
- (A) Is transportable in one or more sections which, in traveling mode, is 8 body feet or more in width and 36 body feet or more in length and is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
  - (B) Is not subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403
72. Manufactured Home Park - A tract of land containing suitable drives, utilities, and other supporting elements, and devoted to the sole purpose of accommodating, on lease or rental basis, mobile homes, or manufactured homes, located therein permanently or semi-permanently.
73. Manufactured Home Space - That area of land within a manufactured home park set aside for use as a site for one manufactured home, including the open spaces around said home. As are required in this Zoning Regulation.
74. Manufactured Home, Double Wide - A manufactured or modular home which when assembled on the site has a width of not less than twenty-four (24) feet.
75. Manufactured Home Single Wide - Any residential structure assembled in total or in sections other than at the site of intended location and transported to such site.
76. Manufactured Home Subdivision - A subdivision developed for the purpose of selling individual lots on which manufactured homes or modular homes may be located.
77. Modular Home - Shall mean a structure which is:
- (A) Transportable in one or more sections; and
  - (B) Not constructed on a permanent chassis; and
  - (C) Designed to be used as a dwelling on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and
  - (D) Certified by its manufacturer as being constructed in accordance with a nationally recognized building code.
78. Natural Obstruction - Shall mean any rock, tree, gravel, or related natural matter that is an obstruction and has been located within the floodway by a non-human cause.
79. (Reserved)
80. Non-Conforming Use - Same; existing uses; alterations; exception.

Reasons adopted herein shall not apply to the existing use of any building or land, but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted. If a building is damaged by more than 50% of its fair market value such building shall not be restored if the use of such building is not in conformance with the regulations adopted.

Exception for flood plain regulations in areas designated as a flood plain, regulations adopted by the City pursuant to K.S.A.12-715b, and amendments thereto, shall not apply to the use of land for agriculture purposes so long as such land, and buildings are used for agricultural purposes and not otherwise.

81. Obstruction - Shall mean artificial obstructions, such as any dam, wall, wharf, embankment, levee, dike, pile, abutment, excavation, channel rectification, bridge, conduit, culvert, building, structure, wire, fence, rock, gravel, refuse, fill, or other related structures or matter in, along, across, or projecting into any floodway which may impede, retard, or change the direction of the flow of water, or increase the flood height, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry the same downstream to the damage or detriment of either life or property.
82. Parking Space - An area surfaced with concrete, bituminous, or similar permanent surface, for the purpose of storing one parked automobile. For the purpose of this Zoning Regulation, one parking space shall have a minimum width of (9) feet and a minimum length of twenty (20) feet. In computing off-street parking, additional space shall be required, off-street, for access drives to each parking space.
83. Pasturage or Pasture - Shall be defined as land or a plot of land used for the grazing, feeding, and confinement of livestock.
84. Person - A person shall be understood in its broadest legal sense, including person, partnership, a company, corporation, or any other organized or unorganized group of persons acting together.
85. Planning Commission - The Holcomb-Garden City-Finney County Area Planning Commission.
86. Preschool - A non-residential facility which provides experiences for children who have not attained the age of eligibility to enter kindergarten and who are thirty (30) months of age or older; conducts sessions not exceeding three (3) hours per session; which does not enroll any child more than one session per day, and which does not serve a meal. (Ord. #1736, 7/8/91)
87. Professional Office - Any building used by one or more persons engaged in the practice of law, architecture, engineering, medicine, or in the business of real estate broker or agent.
88. Public Utility - Any business the purpose of which is to furnish to the general public:
  - (A) Telephone Service
  - (B) Telegraph Service
  - (C) Electricity
  - (D) Natural Gas
  - (E) Water
  - (F) Transportation of Persons
  - (G) Solid Waste Disposal
  - (H) Wastewater Treatment Plant
  - (I) Any other business so affecting the public interests to be subject to the supervision or

regulation by any agency or the State.

(J) Community closed circuit telecast

89. Restaurant – Any eating establishment in which the primary function is the preparation and serving of food and beverages on the premises and whose sale of cereal malt beverages or alcoholic liquor accounts for less than 50% of its gross receipts in sales.
90. Right-of-Way - A strip of land between property lines, dedicated to the public or private interest, which is intended for use as an alley, crosswalk, court, place, road, street, thoroughfare, or utility easement.
91. Residential Designed Manufactured Home - A manufactured home on a permanent foundation which has a minimum dimension of twenty-two (22) feet in body width, a pitched roof and siding and roofing material which are customarily used on site-built homes.
92. Rooming House - Any dwelling in which more than three (3) persons either individually or as families are housed or lodged for hire, with or without meals.
93. Service Station - Any building or premises used for the purpose of dispensing, sale, or offering for sale at retail of any automobile fuels or oils, when the dispensing, sale, or offering for sale is incidental to the conduct of a public garage, the premises are classified as a public garage.
94. Setback - The minimum horizontal distance between the property line and the building line.
  - (A) Front Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
  - (B) Rear Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
  - (C) Side. Yard - shall be determined from the eave overhang.
95. Sidewalk - A hard surfaced walk for pedestrians at the side of a street. (All sidewalks will be constructed as specified in the Garden City Sidewalk Hand Book of 1978).
96. Sign - See Article 23, Section 23.020 of this Zoning Regulation for definitions.
97. Story - That portion of a building, other than a basement or cellar, included between the surface of any floor and surface of the floor next above it, if there be no floor above it, then the space between the floor and the ceiling next above it.
98. Story, Half - A space under a sloping roof which has the fine intersection of roof decking and wall face not more than three (3) feet above the top floor level and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half-story containing independent living quarters shall be counted as a full story.
99. Street - A right-of-way, dedicated to the public use, which provides principle vehicular and pedestrian access to adjacent properties.
100. Street Classification
  - (A) Arterial - A street which provides for through traffic movement between and around areas and across the City, with direct access to abutting property; subject to necessary control of entrances, exits, and curb uses.

- (B) Collector - A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
  - (C) Local - A street which provides for direct access to abutting land and for local traffic movement whether in business, industrial or residential areas.
101. Street Line - A dividing line between a lot, tract, or parcel of land and the contiguous street.
102. Structure - Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, but not including fences.
103. Structural Alterations - Any change in the supporting members of a building such as, bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Zoning Regulation the following shall not be considered structural alterations:
- (A) Attachment of a new front where structural supports are not changed and that does not encroach beyond building line.
  - (B) Addition of fire escapes where lintels supports are not changed.
  - (C) New, windows where lintels and support walls are not materially changed.
  - (D) Minor repair or replacement of non-structural members.
104. Tavern/Class A Club/Class B Club/Private Club/Night Club/Fraternal Lodge/ Drinking Establishment/Lodge - Any establishment that meets at least one of the following:
- (A) Any establishment whose primary function is the sale and on-site consumption of cereal malt beverages or alcoholic liquor.
  - (B) Any establishment whose sale of cereal malt beverages or alcoholic liquor accounts for more than 50% of its gross receipts in sales.
  - (C) A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, for the exclusive use of the corporate stockholders, partners, trust beneficiaries, associates, members, and their families and guests accompanying them.
  - (D) A premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.
  - (E) A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for consumption of food or any beverage and for entertainment.
105. Townhouse - Means one single-family townhouse residential unit which may be joined together with at least one additional single-family townhouse residence by a common wall or walls, and/or roof and/or foundation: Provided, however, that in any event, the term "townhouse" shall not mean a condominium as defined in K.S.A. 58-3102.
106. Tower - Means any ground or structure-mounted pole, spire, structure, or combination thereof taller than 15 feet including supporting lines, cable, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus

above grade.

107. Tower, Multi-User - means a tower to which is attached the antennas of more than one commercial wireless telecommunications service provider or governmental entity.
108. Tower, Single-User - means a tower to which is attached only the antennas of a single-use, although the tower may be designed to accommodate the antennas of multiple users as required by this Code.
109. Tract - An area or parcel of land other than a lot of record described and recorded in the Office of the Register of Deeds of Finney County as a single parcel of land under individual ownership.
110. Trailer - Any structure used for living, sleeping, business, or storage purposes, having no foundation other than wheels blocks, skids, jacks, horses, or skirting and which has been, or reasonably may be, equipped with wheels or other devices for transporting the structure from place to place, whether by motor power or other means. The term "Trailer" shall include recreational vehicles.
111. Trailer Park - Means a tract of land containing sites for the overnight or short term parking of two (2) or more camping trailers. Camping trailers may be parked in a camp-ground or camper park provided such camp area is in conformance with the codes and ordinances of the City.
112. Trailer, Advertising - A trailer, as defined above, but carrying, or having attached thereto, a sign, billboard, or other media for advertising purposes, such advertising being the purpose and use of the trailer.
113. Trailer, Camping - A trailer, as defined above, and equipped with an enclosure for sleeping while on vacation, or other trips of short duration. Such camping trailers may also contain cooking, bath, and sanitary equipment. Size and furnishing of such camping trailers may vary widely, but in no case shall they be considered structures for residential use of a temporary or permanent nature, for purposes of this Zoning Regulation.
114. Trailer, Hauling - A trailer, as defined above, and designed and normally used for over-the-road transporting of belongings, equipment, merchandise, livestock, and other objects, but not equipped for human habitation.
115. Transitional Supportive Housing – Housing with no limit on length of stay, that provides shelter for domestic violence survivors and their dependent children, that provides safe housing coupled with supportive services to assist residents and walk-in clients by providing skill-specific services and support as needed.
116. Vision Clearance Area - A triangular area on a corner lot, which is formed by the street property lines and a line connecting them at points, twenty-five (25) feet from the intersection of the street lines. The vision clearance area shall contain no temporary or permanent obstructions in the excess of one (1) foot in height. Street trees may be permitted provided such trees are pruned at least eight (8) feet above the surrounding grade. At the intersection of major or arterial streets the vision clearance area is created by points forty (40) feet from the intersection of the property lines.
117. Watercourse - Shall mean any stream, arroyo, or drainway having a channel that serves to give direction to a flow of water.
118. Yard - A space on the same lot with a main building, open, unoccupied, and unobstructed by

buildings or structures from the ground to the sky, except as otherwise provided in this Zoning Regulation.

119. Yard, Front (Primary Front) - A yard extending across the full width of the lot, the depth of which is the least distance between the street right-of-way line and the building setback line.
120. Yard, Secondary Front- A yard on a corner lot which fronts a public or private right-of-way but on which the building on the lot does not have a primary entrance; extending from the front line of the building to the rear line of the building.
121. Yard, Rear – A yard extending across the full width of the lot between the rear of the building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear line of such main building.
122. Yard, Side – A yard between the main building and the side lot line extending from the front yard lot line to the rear lot line. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line from the nearest part of the main building. (See Article 22, Supplemental Development Standards.)

**SECTION 2.** Section 12.020 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

12.020 PERMITTED USES. Those uses or categories of uses as listed herein, and no others, are permitted in the “P-F” District:

- (A) Community Colleges.
- (B) Recreational activities (Public Only).
- (C) Parks.
- (D) Golf courses.
- (E) Fair grounds.
- (F) Cemeteries.
- (G) Schools.
- (H) Zoos.
- (I) Governmental services.
- (J) Public libraries, museums, or similar public buildings.
- (K) Accessory structures and uses to the above listed uses.
- (L) Towers.
- (M) Transitional Supportive Housing

**SECTION 3.** Section 24.060 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

**24.060 PARKING SPACES PROVIDED.** Except as otherwise provided in this Zoning Regulation the number of off-street parking spaces for various uses will be as follows:

<u>USE</u>	<u>REQUIRED PARKING SPACES</u>
1. Auditorium	One (1) parking space for each four (4) seats up to eight hundred (800) seats, plus one (1) parking space for each eight (8) seats over eight hundred (800) seats.
2. Automobile Sales and Services Garages.	One (1) space for each four hundred (400) sq. ft. of retail floor area.
3. Banks and Business and Professional Offices.	One (1) space for each two hundred (200) sq. ft. up to one thousand (1,000) sq. ft., and one (1) space for each four hundred (400) sq. ft. of additional space thereof.
4. Bowling Alleys.	Five (5) spaces for each lane or alley.
5. Churches.	One (1) space for each five (5) seats in the auditorium or one (1) space for each seventeen (17) classroom seats, whichever is the larger.
6. College or University.	One (1) space for each three (3) faculty, staff members and other employees, plus one (1) additional space for each fifteen (15) students enrolled.
7. Dance Halls, Assembly Halls, and Exhibition Halls, without fixed seats.	One (1) space for each one hundred (100) sq. ft. used for assembly.
8. Dormitory, Fraternity, or Sorority Houses	One (1) space for each three (3) active members or residents, plus one (1) space for each three (3) full time employees.
9. Dwellings, Single Family including Duplexes, and Manufactured Home Subdivision.	Four (4) spaces shall be provided for each dwelling unit. Two (2) parking spaces shall be located behind the front building line and may be in the side or rear yard.
10. Multiple Family.	Two (2) spaces shall be provided for each dwelling unit. All parking shall be located behind the front building line of each structure.
11. Manufactured Home Park	There shall be provided at least two (2) off-street parking spaces to be located on the manufactured home space. There shall be no on-street parking within the park except for moving trucks/vans, emergency vehicles or for temporary (15 minute) loading/unloading of vehicles. In addition, there shall be provided 1½ visitor's off-street parking spaces for every five (5) manufactured homes. Visitor parking spaces shall be located within convenient walking distances to home spaces.

12. Funeral Homes and Mortuaries.	Four (4) spaces for each parlor or one (1) space for each one hundred (100) sq. ft. of floor area.
13. Furniture and Appliance Stores.	One (1) space for each eight hundred (800) sq. ft. of floor area.
14. Hospitals.	One (1) space per two (2) beds plus one (1) space per three (3) employees plus one (1) space per staff doctor.
15. Clinics with Beds, Nursing Homes, Rest Homes, and Institutional Homes.	One (1) space for each three (3) beds shall be located behind the front building line in the side or rear yard.
16. Hotel or Motel.	One (1) space for each living or sleeping unit. For a facility with a restaurant, see restaurant requirements.
17. Industrial Uses.	One (1) space per two (2) employees on maximum shift and one (1) space for each company vehicle.
18. Manufacturing Uses, Research Testing Laboratories, Creameries, Bottling Establishments, Bakeries, Canneries, Printing and Engraving Shops, Etc.	One (1) space per two (2) employees on maximum shift and one (1) space for each company vehicle.
19. Medical Clinics or Offices.	Three (3) spaces for each examination room plus one (1) for each doctor and employee.
20. Dental Clinics or Offices.	Two (2) spaces for each examination room plus one (1) for each dentist and employee.
21. Motor Vehicle and Machinery Repair, Sales or Wholesaling.	One (1) parking space for each eight hundred (800) sq. ft. of floor area.
22. Offices not providing customer services or sales on the premises.	One (1) parking space for each four hundred (400) sq. ft. of gross floor area.
23. Personal Services Establishments in Commercial Zones, including: a. Barber Shops. b. Beauty Shops. c. Shoeshine and Shoe Repair Shops d. Custom Dressmaking, Furrier, Millinery and Tailor Shops.	One (1) space for each two hundred (200) sq. ft. of floor area.
24. Professional Offices for Attorneys, CPA's, Architects, Engineers, Etc.	Four (4) spaces per one thousand (1000) sq. ft. of gross floor area. For offices less than one thousand (1000) sq. ft. the minimum requirement shall be four (4) spaces.
25. Public Buildings.	One (1) space for each three (3) employees, plus one (1) space for each one hundred (100) sq. ft. used for public assembly.
26. Restaurants, Taverns, and Night Clubs.	One (1) space for each three (3) seats.

27. Retail Stores, except as otherwise specified herein.	One (1) parking space four hundred (400) sq. ft. of retail floor area, including designated outdoor sales areas.
28. Rooming and Boarding Houses, Lodging Houses, Clubs, and Fraternity Housing having sleeping rooms.	One-half (1/2) parking space for each tenant or one (1) space for each vehicle kept by a roomer, boarder, or tenant which is being parked on the premises, whichever is greater.
29. Schools; Private, Vocational, Etc.	One (1) parking space for each employee and one (1) space for each three (3) students of driving age.
30. Theaters.	One (1) parking space for each four (4) seats up to eight hundred (800) seats, plus one (1) parking space for each eight (8) seats over eight hundred (800) seats.
31. Transitional Supportive Housing	One (1) parking space for each employee on the maximum shift, plus one (1) space for each two hundred (200) sq. ft. of office space, plus one (1) space per four (4) beds.
32. Warehouses and Wholesale Storage Buildings (dead storage or high volume Distribution)	Two (2) parking spaces for each employee on the maximum shift.

**SECTION 4.** The Zoning Regulations for the City of Garden City, Kansas, Sections 2.020, 12.030, and 24.060 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation Sections not specifically amended herein shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 15<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
Roy Cessna, Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL

City Counselor

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 7 July 2014

**RE:** ANNEXATION REQUEST

## ISSUE

The Iglesia Cristiana Discipulos de Cristo and Francisco Giron request annexation of their 8.8 acre tract at the Northeast corner of Eight Street and Bellevue Avenue.

## BACKGROUND

The property owners originally requested annexation in July of 2013. At that time, the Governing Body chose to enter into an agreement for future annexation. The owners are now going through the platting process and are requesting that the development be under City zoning regulations, as such the annexation is considered a voluntary action.

In addition to the private property, the annexation ordinance also includes the balance of the Bellevue Avenue right-of-way to the east and the remaining three-quarters of the intersection of Eighth Street and Bellevue Avenue.

## ALTERNATIVES

The Governing Body may adopt the ordinance or defer action to a later date.

## RECOMMENDATION

Staff recommends adopting the Ordinance.

## FISCAL

There is no cost to the City for this action.



## **Engineering Department**

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

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

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. BOX 998  
GARDEN CITY, KS  
67846-0998  
620.276.1130  
FAX 620.276.1137  
[www.garden-city.org](http://www.garden-city.org)

25 June 14  
SR



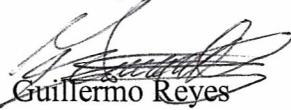
**Iglesia Cristiana Discipulos de Cristo**  
**2109 N. 7th Garden City, KS 67846**  
**Office: 620.521.7923**

June 25, 2014

To whom it may concern:

First Christian Church Discipulos De Cristo and Francisco Giron owners of the property located at 0000 8<sup>th</sup> Street, in Garden City are requesting that this property be annexed to the City of Garden City.

Sincerely,

A handwritten signature in black ink, appearing to read "Guillermo Reyes".

Guillermo Reyes  
Pastor of First Christian Church Discipulos De Cristo

## ORDINANCE NO. \_\_\_\_-2014

**AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7).**

**WHEREAS**, the following described land adjoins the City of Garden City, Kansas, and is generally located in the Southeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

**WHEREAS**, the owner or owners of the land consent to annexation of the following described land pursuant to K.S.A. 12-520(a)(7), as amended; and

**WHEREAS**, the governing body of the City of Garden City, Kansas, finds it advisable to annex such land.

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

**SECTION 1.** That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A tract of land in Section 6, T34S, R32W, Finney County, Kansas, described as follows: Beginning at the Southwest corner the NW/4 of the SE/4 of Section 6, thence west 30.0 feet, along the north line of the SE/4 of said section, 30.0 feet; thence north along the along a line 30.0 feet west of and parallel with the North-South half section line; thence east 65.0 feet to a point; thence north along a line 35.0 feet east of and parallel with the North-South half section line, N 0° 04' E, 706.69 feet; thence S 88° 00' 55" E, 328.41 feet; thence S 45° 26' 51" E, 114.88 feet; thence S 56° 47' 29" E, 205.77 feet; thence S 0° 55' E 506.55 feet, along the west line of Lang Addition; thence S 89° 39' E, 179.84 feet, to the Southwest corner of Lot 2, Block 1, Lang addition; thence S 0° 09' 57" W 60.00 feet, to the southerly right-of-

way line of Bellevue Avenue; thence S 89° 39' W 805.54 feet, to the North-South half section line; thence north along the North-South half section line to the Point of Beginning, said tract containing 9.94 acres, more or less.

**SECTION 2.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, this 15<sup>th</sup> day of July, 2014.

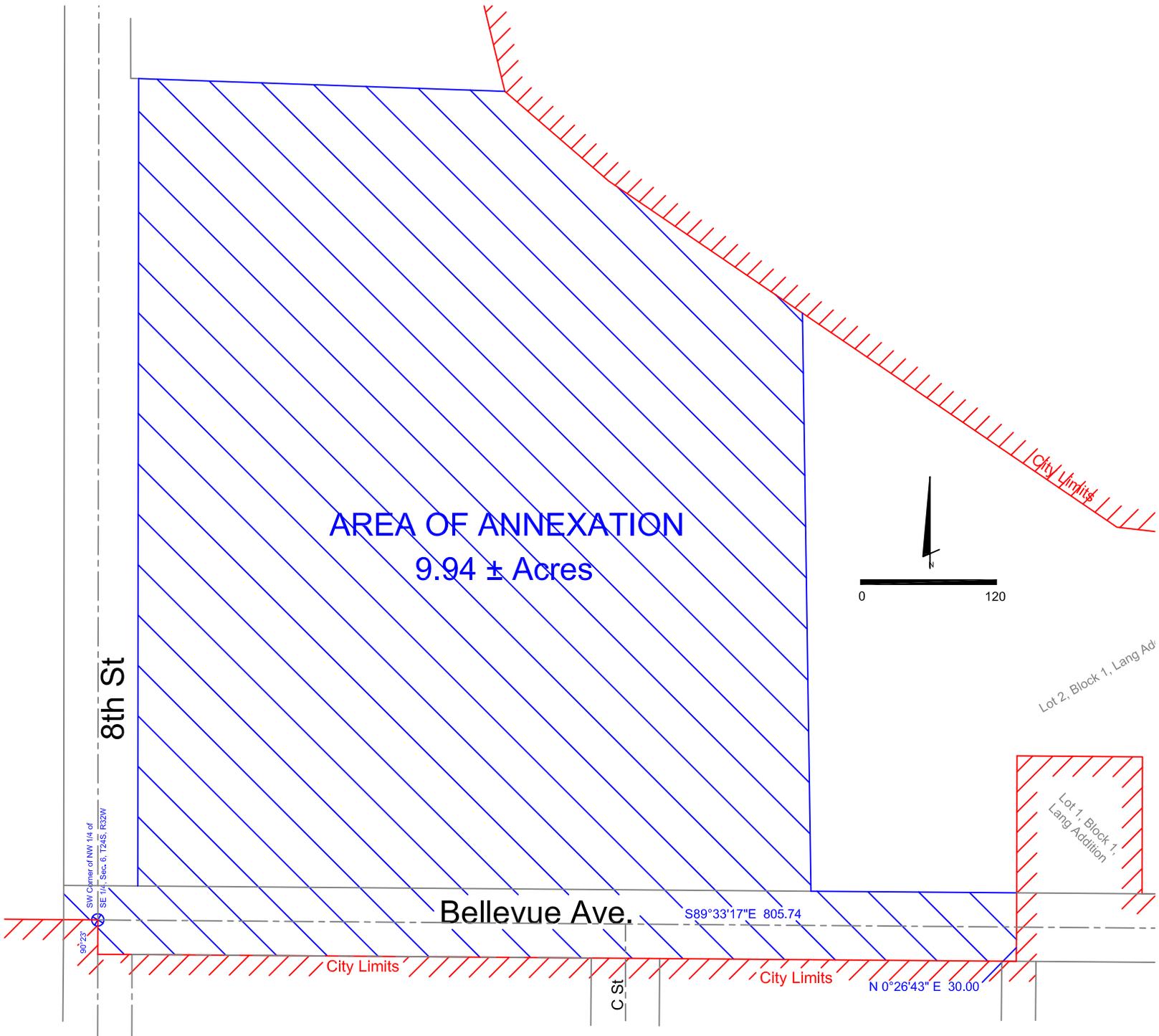
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Roy Cessna, Mayor

**ATTEST:**

---

Celyn N. Hurtado, City Clerk



AREA OF ANNEXATION  
9.94 ± Acres

8th St

Bellevue Ave.

C St



90°23' SW Corner of NW 1/4 of SE 1/4, Sec. 6, T24S, R22W

S89°33'17"E 805.74

N 0°26'43" E 30.00

City Limits

City Limits

Lot 2, Block 1, Lang Ad

Lot 1, Block 1, Lang Addition

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 7 July 2014

**RE:** PARTIAL VACATION – UTILITY EASEMENT @ KANSAS  
CHILDREN'S SERVICE LEAGUE

## ISSUE

Kansas Children's Service League requests vacation of a platted utility easement along the south boundary of their property at 705 Ballinger.

## BACKGROUND

This request is to allow placement of a shed along the southern boundary of the lot. There are no utilities in the easement, which has been unused since the City platted the Gardendale property in 1982.

## OPTIONS

The options available to the Governing Body are to grant the vacation request or to deny the request.

## RECOMMENDATION

Staff recommends approval of the vacation ordinance.

## FISCAL

There is no cost to the.

*Steve Cottrell*

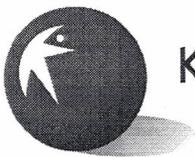


## **Engineering Department**

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

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

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July 7, 2014

877.530.5275  
www.kcsl.org

Steve Cotrell  
City Engineer  
City of Garden City, Ks

Re: 705 Ballinger St.

We would like to vacate the 20" wipe utility easement along the south line of Lot 1, block 1 of the Gardendale subdivision of Garden City Kansas, so that we can construct a building on the property.

Sincerely,

A handwritten signature in black ink, appearing to read "Elva Guebara".

Elva Guebara  
Operations Manager

E WALNUT ST

N GARDENDALE DR

N BALLINGER ST

Vacate 20' Utility Easement



**ORDINANCE NO. \_\_\_\_-2014**

**AN ORDINANCE VACATING A PORTION OF A UTILITY EASEMENT ON LOT 1, BLOCK 3, GARDENDALE SUBDIVISION, ALL IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS**

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

**SECTION 1.** The Utility Easement along Southerly line of Lot 1, Block 3, Gardendale Subdivision except the Westerly 20.0 feet thereof, be and the same are hereby vacated.

**SECTION 2.** That this ordinance shall also be considered an order in compliance with K.S.A. 12-504 et seq.

**SECTION 3.** That all adjoining landowners have waived notice and have consented to the vacation set forth herein.

**SECTION 4.** That this ordinance shall become effective upon the date of its publication in the Garden City Telegram, official newspaper.

**SECTION 5.** That upon the effective date, the City Clerk shall file a copy of this ordinance with the Register of Deeds of Finney County, Kansas.

**APPROVED AND PASSED** by the Governing Body of the City of Garden City, Kansas, the 15<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
ROY CESSNA, MAYOR

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, CITY CLERK



# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: July 15, 2014  
Re: Rural Housing Incentive District Resolution Establishing a Date and Time for a Public Hearing

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

**BACKGROUND:** As Required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the Prairie View Acres RHID will be considered.

The date and time established in the resolution is: August 19, 2014 at 2:00 PM. A preliminary copy of the Development Plan, which includes the Development Agreement, to be considered at that time is included with this memo for your review.

The development will consist of five (5) thirty six (36) unit apartment buildings, and nineteen (19) lots for duplexes and twelve (12) lots for four-plex townhouse structures. There will be one hundred six (106) garages and additional on-site parking for the apartments and the duplexes and four-plexes will have garages. The apartments, duplexes, and four-plexes will have cable and washer and dryer hookups. Staff has determined this project would comply with the most recent housing study.

The property is already zoned "R-3", Multiple Family Residential District and is ready for development.

**ALTERNATIVES;**

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

**RECOMMENDATION:** Staff recommends approval of the resolution.

**FISCAL NOTE:** There is no fiscal note at this time. The Developer will fund the project through private financing.

COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY

620-276-1170

**INSPECTIONS**

620-276-1120

[inspection@garden-city.org](mailto:inspection@garden-city.org)

**CODE COMPLIANCE**

620-276-1120

[code@garden-city.org](mailto:code@garden-city.org)

**PLANNING AND  
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**DEVELOPMENT PLAN  
FOR PRAIRIE VIEW ACRES RURAL HOUSING INCENTIVE DISTRICT  
OF THE CITY OF GARDEN CITY, KANSAS  
July, 2014**

## **INTRODUCTION**

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

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

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

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

On October 21, 2013, the Secretary of Commerce provided written confirmation, approving the establishment of the Prairie View Phase I Rural Housing Incentive District (the District) (Resolution 2541-2013, exhibits A-1 and A-2).

## **DEVELOPMENT PLAN ADOPTION**

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

## **DEVELOPMENT PLAN**

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

1. The legal description of Prairie View Acres Rural Housing Incentive District is:

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South

01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.

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

2. The assessed valuation of all real estate within the District for 2013 is \$11,350.00.
3. The name and address of the owner(s) of record for the real estate with in the District is:

**CG Investments, LLC**  
**955 236th St. Suite 3, NE**  
**North Liberty, IA 52317**

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

**Housing Facilities**

There will be five (5) thirty six (36) unit apartment buildings, eighteen (18) duplexes, and twelve (12) four-plexes. Parking will be provided on site for the apartments and the duplexes and four-plexes will have garages. The apartments, duplexes, and four-plexes will have cable and washer and dryer hookups.

**Public Facilities**

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

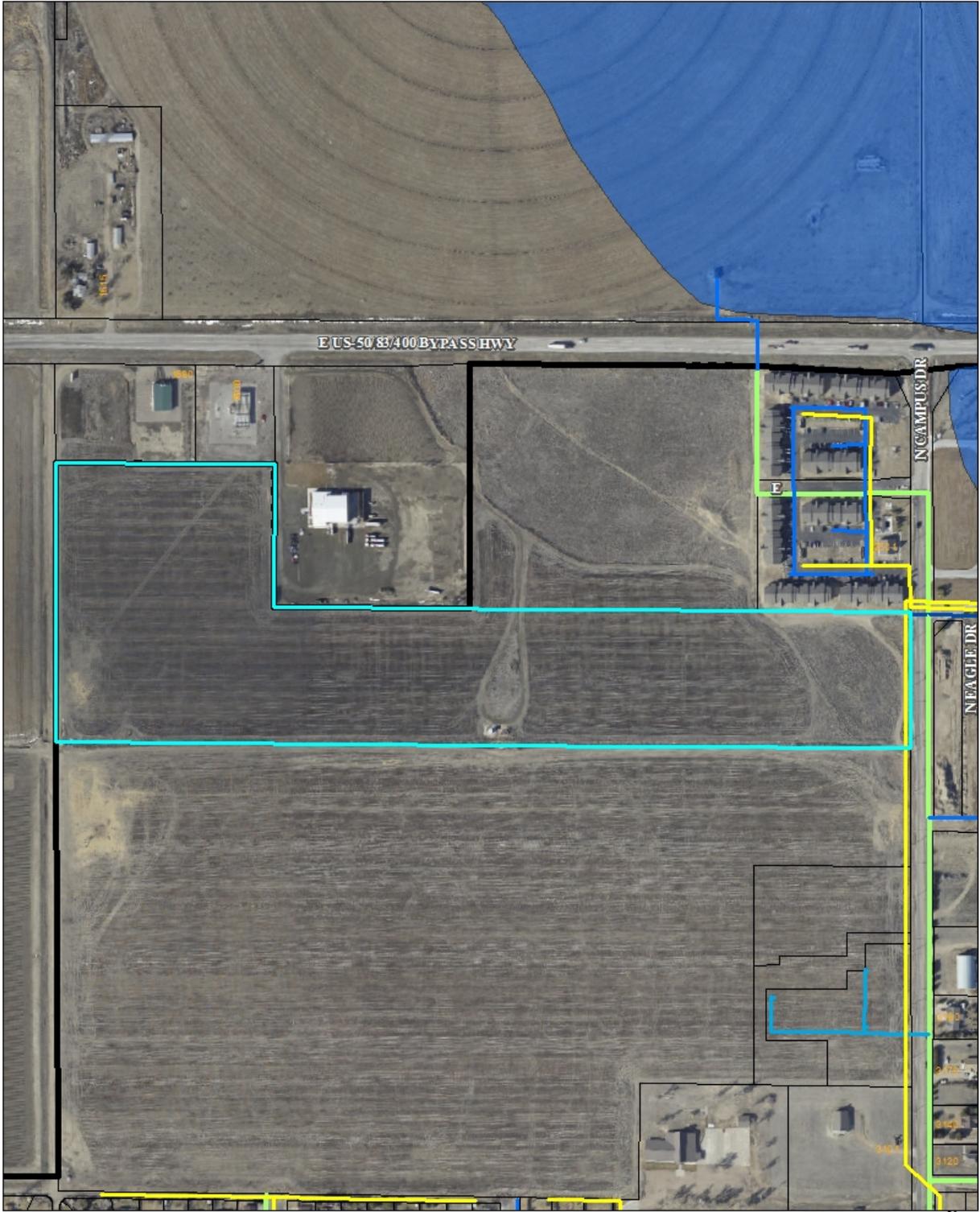
5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner(s) of Real Property:	CG Investments, LLC
Developer: (Site Work and Infrastructure)	CJ's Construction

1. The Governing Body of the City entered into a Development Agreement with CG Investments, LLC, in July of 2014. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.

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

**DEVELOPMENT PLAN – EXHIBIT A  
MAP OF PRAIRIE VEIW ACRES  
RURAL HOUSING INCENTIVE DISTRICT**



0 230 460 920 Feet



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

<b>Cost of Infrastructure Improvements</b>	
\$	4,351,400.00

	<b>Value</b>	<b>Property</b>	<b>Mill Levy</b>	<b>Annual Tax</b>
2013 Appraised Value	\$ 11,350.00	30.0%	0.128716	\$ 438.28

<b>City Estimate</b>	<b>Land + Building</b>	<b>Property</b>	<b>Mill Levy</b>	<b>Post Improver</b>	<b>Increment</b>	<b>Number of Lots</b>	
Duplex	\$ 220,000.00	11.5%	0.128716	\$ 3,256.51	\$ 3,256.51	18	\$ 58,617.27
Four-plex	\$ 400,000.00	11.5%	0.128716	\$ 5,920.94	\$ 5,920.94	12	\$ 71,051.23
36 Unit Apartment	\$ 2,000,000.00	11.5%	0.128716	\$ 29,604.68	\$ 29,604.68	5	\$ 148,023.40

**15 year Estimate for Build Out Over Time**

	<b>Estimated Value</b>	<b>Property</b>		<b>Est. Property</b>	<b>Annual</b>	<b>Increment</b>	
		<b>Class</b>	<b>Mill Levy</b>	<b>Tax</b>	<b>Increment</b>	<b>Years</b>	<b>Total Rebate</b>
4 Four-plex, 6 Duplex	\$ 2,920,000.00	11.5%	0.128716	\$ 43,222.83	\$ 42,784.55	15	\$ 641,768.32
4 Four-plex, 6 Duplex	\$ 2,920,000.00	11.5%	0.128716	\$ 43,222.83	\$ 42,784.55	14	\$ 598,983.77
2 Four-plex, 2 Duplex, 1 36 Unit Apt.	\$ 3,240,000.00	11.5%	0.128716	\$ 47,959.58	\$ 47,521.30	13	\$ 617,776.95
2 Four-plex, 2 Duplex, 1 36 Unit Apt.	\$ 3,240,000.00	11.5%	0.128716	\$ 47,959.58	\$ 47,521.30	12	\$ 570,255.64
2 Duplex, 1 36 Unit Apt.	\$ 2,440,000.00	11.5%	0.128716	\$ 36,117.71	\$ 35,679.43	11	\$ 392,473.75
1 36 Unit Apt.	\$ 2,000,000.00	11.5%	0.128716	\$ 29,604.68	\$ 29,166.40	10	\$ 291,664.02
1 36 Unit Apt.	\$ 2,000,000.00	11.5%	0.128716	\$ 29,604.68	\$ 29,166.40	9	\$ 262,497.62
<b>Total</b>							<b>\$ 3,375,420.07</b>

If the apartments are appraised at \$2,000,000.00, duplexes at \$220,000.00, and the four-plexes at \$400,000.00 and the project is built out over approximately seven years the increment tax for 15 years would total approximately \$3375.420.07. This does not exceed the amount of estimate eligible expenses.

**DEVELOPMENT PLAN – EXHIBIT C  
DEVELOPMENT AGREEMENT**

**Development Agreement  
PRAIRIE VIEW ACRES**

**THIS DEVELOPMENT AGREEMENT** (hereinafter “Agreement”), entered into this 1<sup>st</sup> day of July, 2014, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **CG Investments, LLC** (hereinafter “Developer”).

**RECITALS**

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

**AGREEMENT**

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

**ARTICLE I**

**DEFINITIONS**

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

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

**City**—means the City of Garden City, Kansas

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

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

**Developer**—means CG Investments, LLC or permitted successors or assigns in interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### RURAL HOUSING INCENTIVE DISTRICT

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

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

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

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

### ARTICLE III

#### CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

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

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

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

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

## ARTICLE IV

### FINANCING OBLIGATIONS

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

## ARTICLE V

### GENERAL PROVISIONS

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

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

**5.3 SUCCESSORS AND ASSIGNS.**

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior

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

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

**5.5 FORCE MAJEURE.** Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site

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

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

a. In the case of Developer, to:  
CG Investments, LLC  
955 236th St. Suite 3, NE  
North Liberty, IA 52317

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

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

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

**5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.**

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

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

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

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

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

**5.11 ENTIRE AGREEMENT: AMENDMENT.** The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements

or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

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

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

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

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

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

**5.16.1** Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

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

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

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

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

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

officers, employees and agents or which arises out of matters undertaken by city following termination of this Agreement as Development Project or portion thereof.

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

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

## ARTICLE VI

### REPRESENTATIONS OF THE PARTIES

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

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

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

**CITY OF GARDEN CITY, KANSAS**

By: \_\_\_\_\_  
Roy Cessna, Mayor

Dated: July \_\_\_\_, 2014

**ATTEST: (SEAL)**

\_\_\_\_\_

Celyn N. Hurtado, City Clerk

**CG Investments, LLC**

By: \_\_\_\_\_  
Cory Hodapp

Dated: July \_\_\_\_, 2014

## **SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT**

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for PRAIRIE VIEW ACRES Project
Exhibit C	PRAIRIE VIEW ACRES Site Development Plan
Exhibit D	Eligible costs for PRAIRIE VIEW ACRES Project
Exhibit E	Certification of Substantial Completion Form

## EXHIBIT A

### PROPERTY DESCRIPTION

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South 01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR PRAIRIE VIEW ACRES

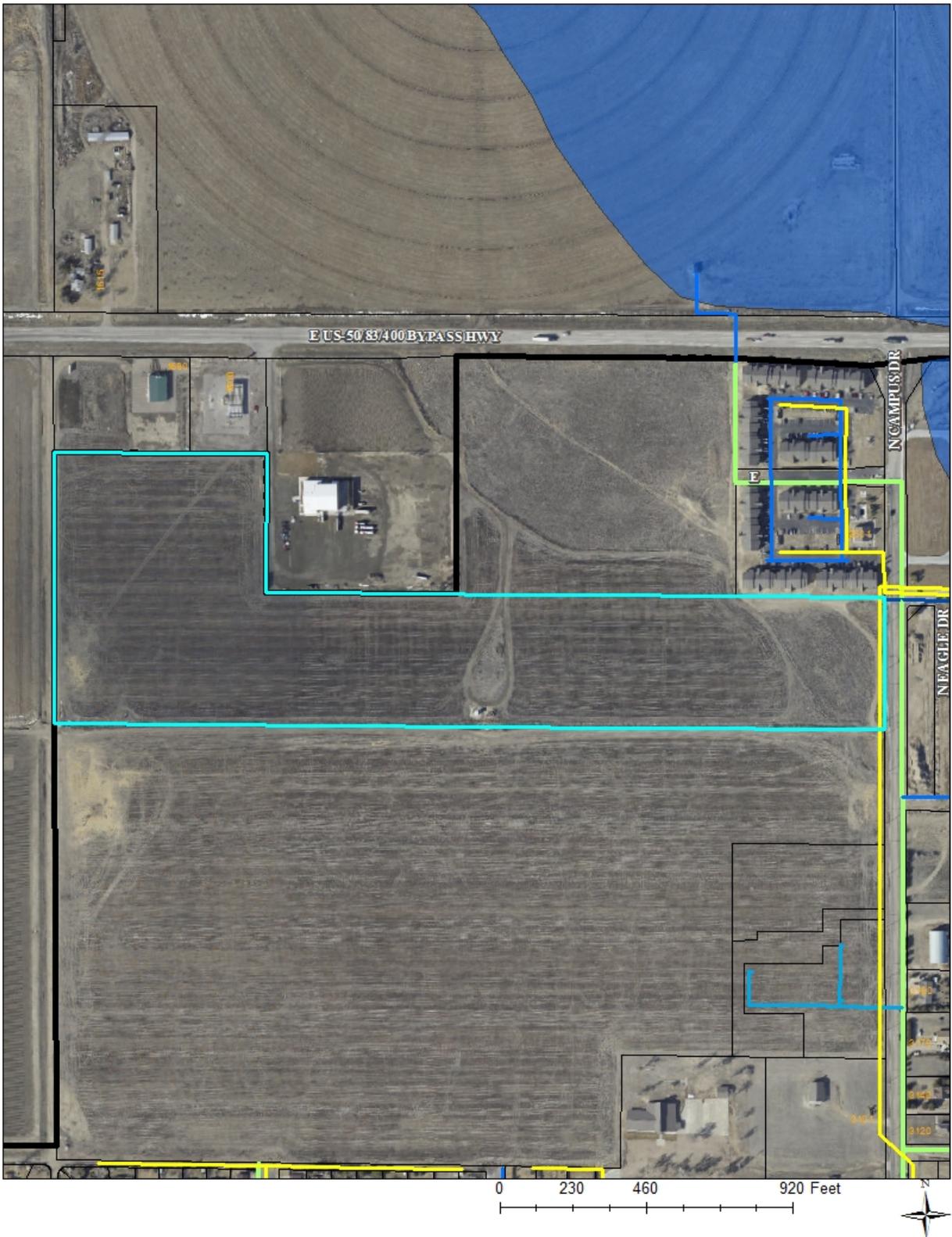




EXHIBIT D

ELIGIBLE COSTS FOR  
PRAIRIE VIEW ACRES PROJECT

Prairie View Acres Site Work Estimates:

<b>ELIGIBLE EXPENSES</b>	
Broker/Closing Expense	\$ 15,400.00
Deed/ Title Work	\$ 28,000.00
Appraisal	\$ 8,500.00
Grading	\$ 725,000.00
Electrical	\$ 490,000.00
Water/Sewer/Storm	\$ 845,000.00
Silt Fence/DNR-Management	\$ 18,500.00
Paving	\$ 1,174,000.00
Rock	\$ 395,000.00
Insurance	\$ 26,000.00
Engineering	\$ 158,000.00
Landscaping/Signage	\$ 165,000.00
Storm Water Permit	\$ 16,500.00
Street Lights	\$ 15,000.00
Sidewalks	\$ 315,000.00
Terracon Test	\$ 28,000.00
Interest	\$ 455,000.00
Legal/Development Admin Fees	\$ 135,000.00
Mobilization Expenses	\$ 42,500.00
City Administration Fees	\$ 80,000.00
<b>TOTAL</b>	<b>\$ 5,135,400.00</b>

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

**EXHIBIT E**

**CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**

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

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

Dated: \_\_\_\_\_

CG Investments, LLC

By: \_\_\_\_\_

Name:

Title:

Resolution No. \_\_\_\_\_

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

**WHEREAS**, K.S.A. 12-5241 *et seq.* (the Act) authorizes any city incorporated in accordance with the laws of the state of Kansas (the State) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

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

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

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

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

**WHEREAS**, the City of Garden City, Kansas (the City) has an estimated population of approximately 30,678, is located in Finney County, Kansas, which has an estimated population of approximately 40,964, and therefore constitutes a City as said term is defined in the Act; and

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

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No.2541-2013 which made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

**WHEREAS**, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated October 1, 2013 authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the District); and

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

**WHEREAS**, the Plan includes:

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

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

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

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

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

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

**Section 3. Public Hearing.** Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on August 19, 2014, at the City Commission Meeting Room, City Hall, 301 N. 8<sup>th</sup> Street, Garden City, Kansas 67846; the public hearing to commence at 2:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

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

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

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

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

**ADOPTED** by the Governing Body of the City of Garden City, Kansas on July 15, 2014.

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Roy Cessna, Mayor

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Celyn N. Hurtado, City Clerk

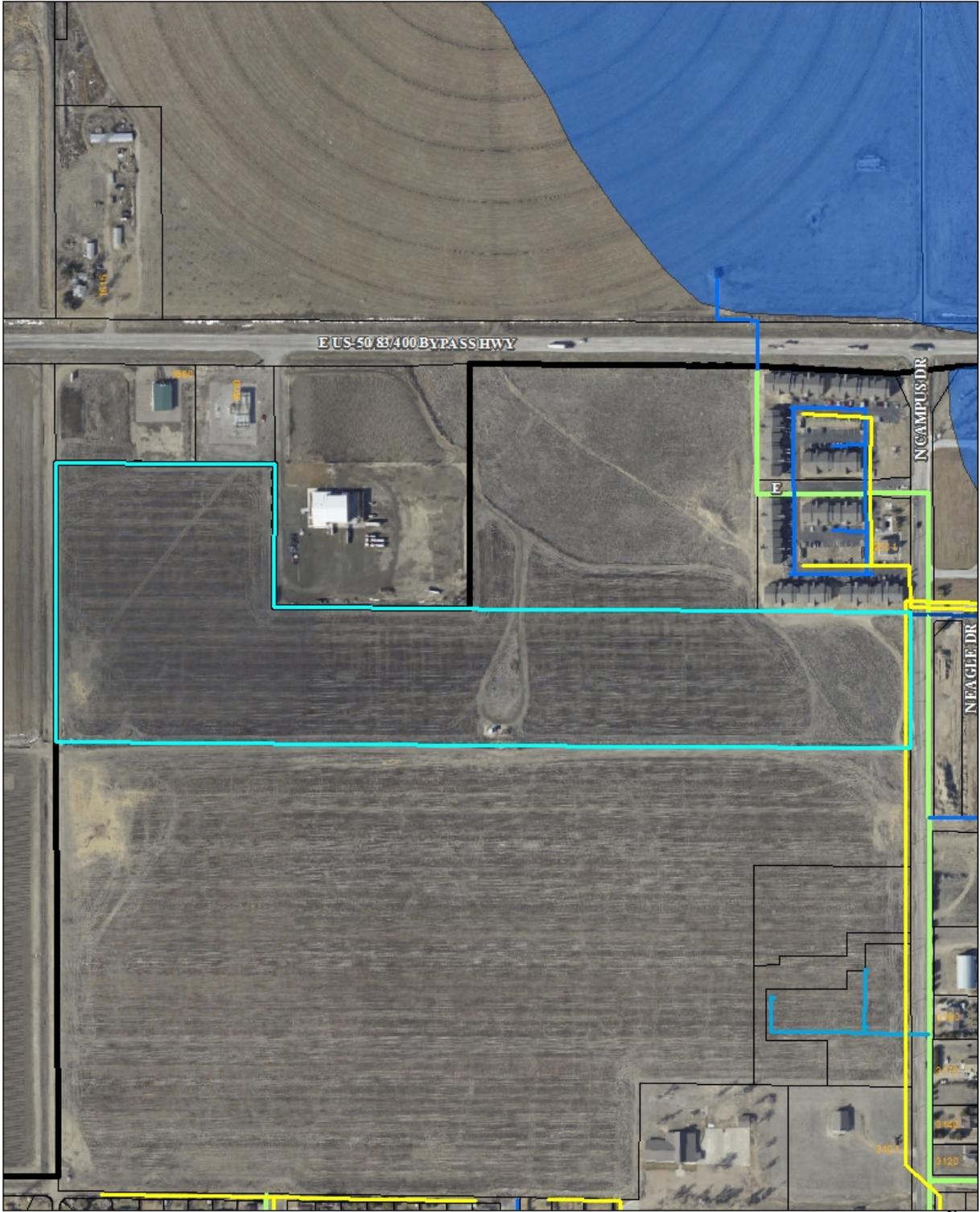
**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR  
CG INVESTMENTS, LLC PROJECT**

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South 01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.

***EXHIBIT B***

**MAP OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES  
FOR CG INVESTMENTS, LLC PROJECT**



0 230 460 920 Feet



**EXHIBIT C**

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

CG Investments, LLC  
955 236th St. Suite 3, NE  
North Liberty, IA 52317

## ***EXHIBIT D***

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

#### **Housing Facilities**

The CG Investments, LLC project will contain five (5) thirty six (36) unit apartment buildings and residential lots consisting of nineteen (19) duplexes and twelve (12) four-plex townhouse structures. Each individual housing unit will have laundry hookups, cable television hookups, and onsite parking.

#### **Public Facilities**

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

## ***EXHIBIT E***

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

#### ***Contractual Assurances***

The Governing Body of the City of Garden City will enter into a development agreement with CG Investments, LLC. This agreement, as supplemented and amended, shall include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Garden City.

#### ***Feasibility Study***

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

**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:

*1621 Summit Street- Inoperable and/or unregistered vehicle-Maroon Chevy Impala  
302 N. 10<sup>TH</sup> Street- Inoperable and/or unregistered vehicle- Grey Buick Riviera*

**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 15<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
**Roy Cessna, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Celyn N. Hurtado, CITY CLERK**

**1621 SUMMIT**



**302 N. 10<sup>th</sup> Street**





## Memorandum

To: City Commission  
Date: July 8, 2014  
From: Staff  
**RE: REDEVELOPMENT DISTRICT — Stone Development, Inc.**

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### CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE  
JANET A. DOLL

DAN FANKHAUSER  
J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

CITY ADMINISTRATIVE CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 499  
GARDEN CITY, KS  
67846-0499  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

### **Issue**

Stone Development, Inc., Developer of the Samy Addition commercial property has requested the City expand the Tax Increment Finance (TIF) District created in 2013 to include additional property they own. On June 3, 2014, the City Commission adopted Resolution No. 2583-2014, setting a Public Hearing on July 15<sup>th</sup> at 2:00 p.m., on the TIF Project Plan. Upon closing the Public Hearing the Governing Body is asked to consider adoption of an Ordinance amending the TIF District boundary.

### **Background**

The redevelopment of the former fun center property includes the Old Chicago restaurant, a 90 unit hotel, an indoor waterpark, and relocation of two existing buildings. TIF and CID districts were created in 2013 for funding of the improvements. As the TIF and CID districts include different properties, the developer is requesting that the TIF district be expanded to include adjacent property.

The public hearing is to receive comment from the public on the advisability of expanding the redevelopment district. After hearing any comments and closing the public hearing the Governing Body will consider the ordinance expanding the redevelopment district. The ordinance makes a finding that the proposed expansion of the Redevelopment District is an eligible area under the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act") because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and the conservation, development or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the City.

The developer's counsel has prepared the accompanying Ordinance for Governing Body consideration. Staff recommends Governing Body adoption of the Ordinance.

### **Alternatives**

1. After the public hearing, adopt the Ordinance.
2. Defer action until a later date.
3. Deny the request.



### **Recommendation**

Staff recommends that the Governing Body approve Alternative No 1.

### **Fiscal Note**

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

#### CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

CITY ADMINISTRATIVE CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 499  
GARDEN CITY, KS  
67846-0499  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

(Published in *The Garden City Telegram* on \_\_\_\_\_, 2014)

ORDINANCE NO. \_\_\_\_-2014

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS MAKING FINDINGS REGARDING THE ADDITION OF AREA TO AN ESTABLISHED REDEVELOPMENT DISTRICT WITHIN THE CITY.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the City of Garden City, Kansas (the “City”) is authorized to establish redevelopment districts within defined areas of the City which are determined by the City’s governing body to be “eligible areas” as defined in the Act; and

WHEREAS, on July 2, 2013, the Governing Body of the City of Garden City, Kansas (the “Governing Body”) approved Ordinance No. 2604-2013, a copy of which is attached hereto as **Exhibit A**, which created the 2013 Redevelopment District, including the approval of a redevelopment plan and provision for financing of eligible costs of such redevelopment as defined therein; and

WHEREAS, under K.S.A. 12-1771(e), the addition of area to an existing redevelopment district requires the same procedure for public notice and hearing as is required for the establishment of a redevelopment district; and

WHEREAS, the Act defines “eligible area” to include an area in the City designated as an enterprise zone before July 1, 1992 pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and where the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, it is now proposed to add certain area to the 2013 Redevelopment District, which area is in an area that was designated an enterprise zone pursuant to K.S.A. 12-17,107 through 12-17,113, by Resolution No. 18-90 of Finney County, Kansas, adopted on June 19, 1990, and is included in the definition of an “enterprise zone” as defined in the Act; and

WHEREAS, the governing body of the City previously adopted Resolution No. 2583-2014 which stated its intent and calls a public hearing under the provisions of the Act to receive public comment on the advisability of adding area to the 2013 Redevelopment District as described in Resolution No. 2583-2014 and further described herein; and

WHEREAS, the public hearing was held on his date, after publication and delivery of notice in accordance with the provisions of the Act; and

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

Section 1. Eligible Area Findings. The governing body finds and determines that the 2013 Redevelopment District, including area proposed to be added pursuant to this Ordinance, is an “eligible area” under the Act because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and the conservation, development or redevelopment of the 2013 Redevelopment District, including the area proposed to be added pursuant to this Ordinance, is necessary to promote the general and economic welfare of the City.

Section 2. Description of and Creation of Redevelopment District. The legal description of the 2013 Redevelopment District, including the addition of area as contemplated herein, is:

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, Samy Addition, City of Garden City, Finney County, Kansas, including all right of way of Stone Creek Drive

The property described above, including adjacent rights-of-way, is hereby amended to be the 2013 Redevelopment District, according to the Act.

A map depicting the general location of the 2013 Redevelopment District as described herein is attached as **Exhibit B** and incorporated here by this reference. The 2013 Redevelopment District does not contain any property not referenced in Resolution No. 2583-2014 providing notice of a public hearing.

Section 3. Redevelopment District Plan. The redevelopment district plan for the 2013 Redevelopment District as stated in Exhibit B to Ordinance No. 2604-2013 (attached hereto as **Exhibit A**) shall otherwise remain in full force and effect.

Section 4. Consequences to Other Governmental Units. No privately owned property subject to ad valorem taxation within the area proposed to be added to the 2013 Redevelopment District shall be acquired and redeveloped pursuant to the Act if the Board of County Commissioners of Finney County, Kansas (the “County”) or the Board of Education of Unified School District No. 457 (the “School District”) determines by resolution adopted within thirty (30) days following the adoption of this Ordinance that the area proposed to be added to the 2013 Redevelopment District will have an adverse effect on the County or the School District, respectively.

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

Section 6. Effective Date. This Ordinance, including Exhibit A and Exhibit B, shall become effective upon its passage by the governing body of the City and publication in the official newspaper of the City.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the governing body of the City of Garden City, Kansas  
on July 15, 2014.

CITY OF GARDEN CITY, KANSAS

[seal]

By \_\_\_\_\_  
Roy Cessna, Mayor

ATTEST:

By \_\_\_\_\_  
Celyn N. Hurtado, City Clerk

**EXHIBIT A**

(ORDINANCE NO. 2604-2013)

(Published in *The Garden City Telegram* on July 10<sup>th</sup>, 2013)

ORDINANCE NO. 2604-2013

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS MAKING FINDINGS REGARDING A REDEVELOPMENT DISTRICT AND ESTABLISHING A REDEVELOPMENT DISTRICT WITHIN THE CITY.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the City of Garden City, Kansas (the “City”) is authorized to establish redevelopment districts within defined areas of the City which are determined by the City’s governing body to be “eligible areas” as defined in the Act; and

WHEREAS, the Act defines “eligible area” to include an area in the City designated as an enterprise zone before July 1, 1992 pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and where the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, the proposed redevelopment district in the City is in an area that was designated an enterprise zone pursuant to K.S.A. 12-17,107 through 12-17,113, by Resolution No. 18-90 of Finney County, Kansas, adopted on June 19, 1990, and is included in the definition of an “enterprise zone” as defined in the Act; and

WHEREAS, the governing body of the City previously adopted Resolution No. 2528-2013 which stated its intent and calls a public hearing under the provisions of the Act to receive public comment on the advisability of creating the redevelopment district as described in Resolution No. 2528-2013 and further described herein (the “2013 Redevelopment District”); and

WHEREAS, the public hearing was held on his date, after publication and delivery of notice in accordance with the provisions of the Act; and

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

Section 1. Eligible Area Findings. The governing body finds and determines that the 2013 Redevelopment District is an “eligible area” under the Act because it is an area in the City designated as an enterprise zone before July 1, 1992, pursuant to K.S.A. 12-17,107 through 12-17,113, before such statutes were repealed, and the conservation, development or redevelopment of the 2013 Redevelopment District is necessary to promote the general and economic welfare of the City.

Section 2. Description of and Creation of Redevelopment District. The legal description of the 2013 Redevelopment District is:

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

The property described above, including adjacent rights-of-way, is hereby designated and created as the 2013 Redevelopment District, according to the Act.

A map depicting the general location of the 2013 Redevelopment District is attached as **Exhibit A** and incorporated here by this reference. The 2013 Redevelopment District does not contain any property not referenced in Resolution No. 2528-2013 providing notice of a public hearing.

Section 3. Redevelopment District Plan. The proposed redevelopment project may include separate project areas and consists of the acquisition of property, necessary infrastructure and site improvements to permit development of a hotel, restaurant and water park. The redevelopment district plan is attached to this ordinance as **Exhibit B**. A description of the 2013 Redevelopment District and the redevelopment district plan are available for inspection at the City Clerk's office, 301 N. 8<sup>th</sup> Street, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Section 4. Consequences to Other Governmental Units. No privately owned property subject to ad valorem taxation within the 2013 Redevelopment District shall be acquired and redeveloped pursuant to the Act if the Board of County Commissioners of Finney County, Kansas (the "County") or the Board of Education of Unified School District No. 457 (the "School District") determines by resolution adopted within thirty (30) days following the adoption of this Ordinance that the 2013 Redevelopment District will have an adverse effect on the County or the School District, respectively.

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

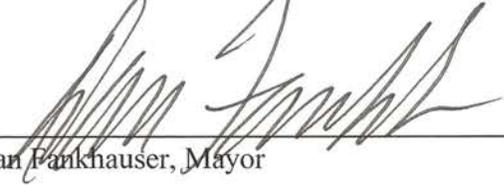
Section 6. Effective Date. This Ordinance, including Exhibit A and Exhibit B, shall become effective upon its passage by the governing body of the City and publication in the official newspaper of the City.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the governing body of the City of Garden City, Kansas  
on July 2, 2013.



CITY OF GARDEN CITY, KANSAS

  
\_\_\_\_\_  
Dan Fankhauser, Mayor

ATTEST:

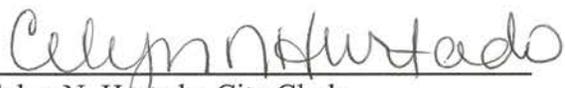
  
\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

EXHIBIT A

(MAP OF THE REDEVELOPMENT DISTRICT)



**EXHIBIT B**

(REDEVELOPMENT DISTRICT PLAN)

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

**July 2, 2013**

**SECTION 1. PURPOSE**

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

**SECTION 2. DESCRIPTION OF TAX INCREMENT FINANCING**

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

**SECTION 3. REDEVELOPMENT DISTRICT**

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

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

**SECTION 4. REDEVELOPMENT PROJECT**

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

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

## **SECTION 5. TAX INCREMENT FINANCING**

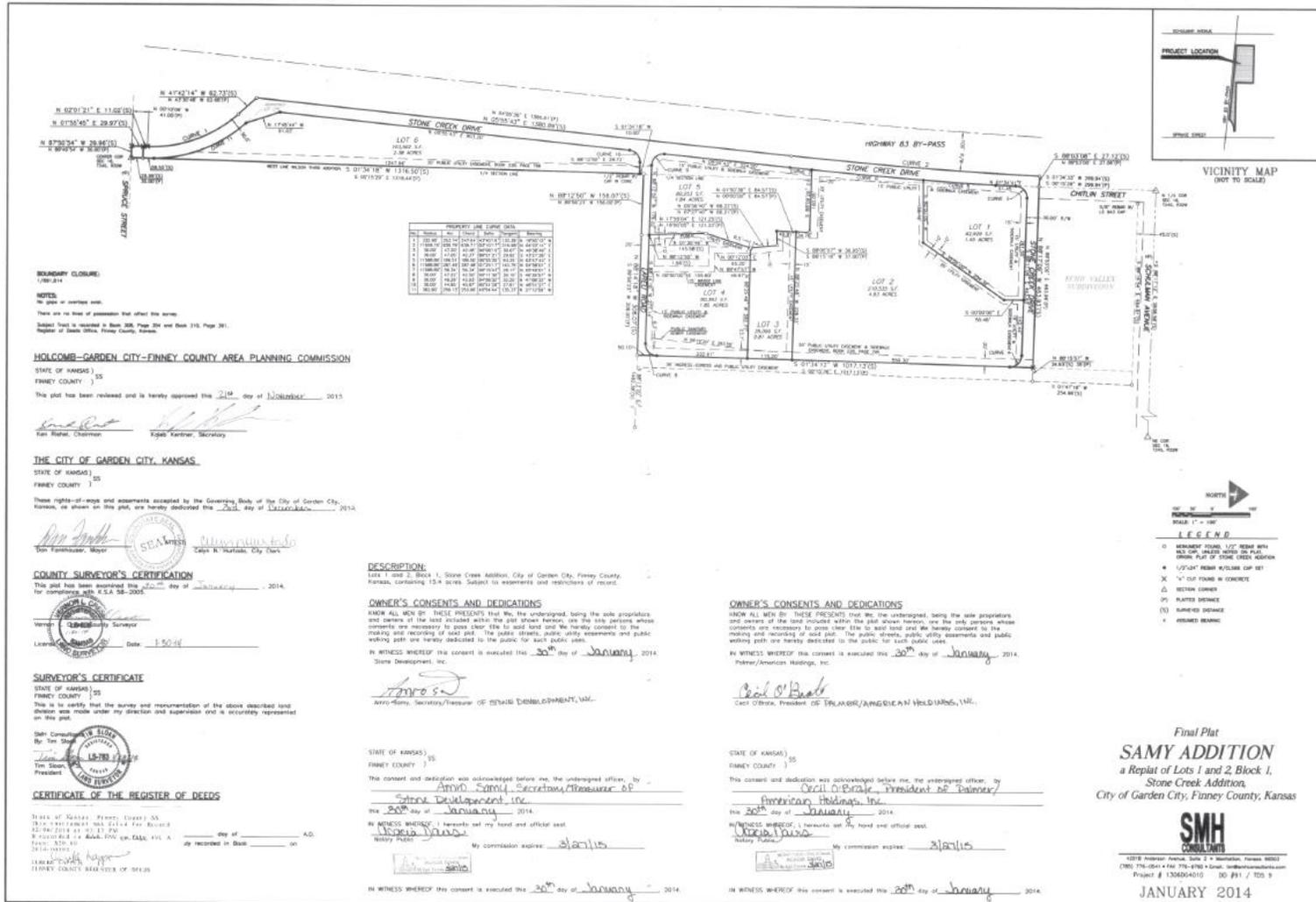
Kansas statutes governing tax increment financing allow such financing to be used for property acquisition, site preparation, utilities, drainage, street improvements, landscape amenities, public outdoor spaces, streetscape amenities and parking facilities in a redevelopment district. The City anticipates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

## **SECTION 6. PROJECT PLAN**

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

# EXHIBIT B

(MAP OF THE 2013 REDEVELOPMENT DISTRICT AS MODIFIED BY THIS ORDINANCE)



Final Plat  
**SAMY ADDITION**  
a Replat of Lots 1 and 2, Block 1,  
Stone Creek Addition,  
City of Garden City, Finney County, Kansas

**SMH**  
CONSTRUCTION

1825E Industrial Avenue, Suite 1 • Garden City, Kansas 67802  
(785) 776-0514 • FAX 776-8762 • Email: smh@smhconstruction.com  
Project # 1306004010 00 #1 / 225 9

**JANUARY 2014**

# Old Business

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 7 July 2014

**RE:** 2014 CAPITAL IMPROVEMENTS – BOND ISSUE

## ISSUE

Some projects authorized in the 2014 budget and/or proposed in the 2014 and Capital Improvement Programs require debt financing.

## BACKGROUND

During recent 2015 budget discussions, most of the proposed 2014 and 2015 Capital Improvement projects have been funded, with a only three from 2014 needing to be bonded.

The current General Obligation Bond Debt schedule is provided. As shown, we had an increase of \$199,114 (1.187 mills) in debt service from 2013 to 2014. In 2015 we would have a reduction in debt service of \$63,110 (0.376 mills) with a resulting net increase of \$69,360.00 (0.414 mills) in 2015.

The 2014 projects requiring bond financing are shown below. Issuance costs are not included.

### 2014

Kansas Avenue FY 2014 Geometric Improvement Project	\$ 893,800
Kansas Avenue Bike/Ped Pathway	\$ 166,200
Subtotal	\$1,060,000

### 2014 Water & Sewer Projects (Paid with Utility revenues)

Water Department facility	\$1,700,000
---------------------------	-------------

Total 2014 projects            \$2,760,000

## ALTERNATIVES

- 1) Authorize the proposed 2014 projects for a bond sale.
- 2) Defer action to a later date.

## RECOMMENDATION

Staff recommends that the Governing Body authorize the bond issue as presented.

## FISCAL

The projected debt service schedule is provided on the attached Proposed General Obligation Bond Debt ~ 2014 Bond Issue Scenarios.



## **Engineering Department**

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

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

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

**GENERAL OBLIGATION BOND DEBT SERVICE**

SERIES	PRINCIPAL AMOUNT	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
TOTALS (1/1/2014)		\$ 2,010,570	\$ 1,947,460	\$ 1,794,324	\$ 1,647,388	\$ 1,440,279	\$ 942,512	\$ 676,340	\$ 527,603	\$ 338,098	\$ 228,102	\$ -	\$ -
Difference from prior year		\$ 199,114	\$ (63,110)	\$ (153,136)	\$ (146,936)	\$ (207,109)	\$ (497,767)	\$ (266,172)	\$ (148,737)	\$ (189,505)	\$ (109,996)	\$ (338,098)	\$ (228,102)
<b>PROPOSED 2014 GO BOND - KANSAS AVENUE GEOMETRIC IMPROVEMENT &amp; PATHWAY PROJECTS</b>													
2014 B	\$ 1,060,000	\$ -	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500	\$ 132,500
TOTALS (1/1/2015)		\$ 2,010,570	\$ 2,079,960	\$ 1,926,824	\$ 1,779,888	\$ 1,572,779	\$ 1,075,012	\$ 808,840	\$ 660,103	\$ 470,598	\$ 360,602	\$ 132,500	\$ -
Difference from prior year		\$ 199,114	\$ 69,390	\$ (153,136)	\$ (146,936)	\$ (207,109)	\$ (497,767)	\$ (266,172)	\$ (148,737)	\$ (189,505)	\$ (109,996)	\$ (338,098)	\$ (360,602)
Mill levy difference from prior year		+1.187	+0.414										

**WATER FUND  
GENERAL OBLIGATION BOND DEBT SERVICE**

SERIES	PRINCIPAL AMOUNT	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
TOTALS (1/1/2014)		\$ 1,703,321	\$ 1,707,102	\$ 601,398	\$ 1,718,419	\$ 1,716,231	\$ 1,509,596	\$ 901,589	\$ 296,644	\$ 296,389	\$ 296,436	\$ 82,600	\$ -
Difference from prior year		\$ 119,394	\$ 3,781	\$ (1,105,704)	\$ 1,117,021	\$ (2,188)	\$ (206,635)	\$ (608,007)	\$ (604,945)	\$ (255)	\$ 47	\$ (213,789)	\$ (296,436)
<b>SCENARIO 1: ALL PROPOSED 2014 WATER &amp; SEWER PROJECTS</b>													
2014 B	\$ 1,700,000	\$ -	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500	\$ 212,500
TOTALS (1/1/2015)		\$ 1,703,321	\$ 1,919,602	\$ 813,898	\$ 1,930,919	\$ 1,928,731	\$ 1,722,096	\$ 1,114,089	\$ 509,144	\$ 508,889	\$ 508,936	\$ 295,100	\$ -
Difference from prior year		\$ (108,135)	\$ 216,281	\$ (1,105,704)	\$ 1,117,021	\$ (2,188)	\$ (206,635)	\$ (608,007)	\$ (604,945)	\$ (255)	\$ 47	\$ (213,789)	\$ (508,936)



**To:** City Commission  
**Date:** July 8, 2014  
**From:** Melinda Hitz, Finance Director  
**RE:** 2015 Budget Certificate

---

CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

**Issue:**

Following the Budget Hearing on July 15, 2014, the Certificate for the 2015 Budget is to be approved and signed by all commissioners.

**Background:**

The Certificate for the 2015 Budget was prepared using the Notice of Hearing for the 2015 Budget numbers. Documents used to prepare the 2015 Budget from Finney County are being provided. The Computation to Determine Limit for 2015 shows that the 2014 Ad Valorem tax required (\$6,606,493) is less than the Maximum Levy, including debt service, without Ordinance (\$6,889,880).

**Alternatives:**

At the Budget Hearing the Commission can make changes to the proposed budget that do not result in raising the mill levy overall. Those changes would also change the Certificate of Budget for 2015.

**Recommendation:**

Staff recommends approving the Certificate of Budget as presented for City Commission signatures.

CITY ADMINISTRATIVE

CENTER  
301 N. 8<sup>TH</sup>  
P.O. BOX 998  
GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

**CERTIFICATE**

To the Clerk of Finney County, State of Kansas

We, the undersigned, officers of

**City of Garden City**

- certify that: (1) the hearing mentioned in the attached publication was held;  
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2015; and  
 (3) the Amounts(s) of 2014 Ad Valorem Tax are within statutory limitations.

Table of Contents:		Page No.	2015 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2014 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2015		2			
Allocation of MVT, RVT, 16/20M Vehicle Tax		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Computation to Determine State Library Grant		7			
<b>Fund</b>	<b>K.S.A.</b>				
General	12-101a	8	24,160,121	3,279,468	18.665
Debt Service	10-113	9	2,433,547	1,618,016	9.209
Airport	3-113	9	1,325,934	830,453	4.726
TIF		11	929,113		
Capital Reserve		12	132,250		
CD Loan Fund		12	20,000		
Cemetery Endowment		13	16,100		
Community Trust		13	2,812,750		
DEA Forfeiture		14	36,800		
Drug Enforcement		14	25,600		
Economic Development Loan		15	226,750		
Enhanced Wireless		15	242,000		
Finnup Trust		16	108,800		
12-6a 13 Revolving		16	30,000		
Risk Management		17	146,000		
Special Alcohol-Drug Abuse		17	85,205		
Special Recreation & Parks		18	101,500		
Special Trafficway		18	874,000		
Workers Compensation		19	334,500		
Workers Compensation Resv		19	350,000		
Community Development		20	50,000		
Health Insurance		20	3,916,250		
Health Insurance Resv		21	0		
Project Development		21	102,000		
Airport Improvement		22	1,372,128		
Electric Utility		23	31,003,095		
Golf Course		24	964,750		
Golf Course Building		25	20,750		
Solid Waste Utility		26	3,124,750		
Drainage Utility		27	171,000		
Water & Sewer Utility		28	9,350,750		
Wastewater Repair & Replace		29	275,000		
Water Maintenance Resv		30	150,000		
Utility Deposit		31	815,000		
Capital Projects		32	0		
Totals for City		xxxxxx	85,706,443	5,727,937	33
Recreation Commisison	12-1927	10	967,136	878556	5.000
Totals Includes Recreation		xxxxxx	86,673,579	6,606,493	37.600
Is an Ordinance required to be passed, published, and attached to the budget				No	County Clerk's Use Only
Budget Summary		33			175,704,428
Neighborhood Revitalization Rebate		34			Nov 1, 2014 Total Assessed Valuation
TIF District		35			

Assisted by:

\_\_\_\_\_

Address:

\_\_\_\_\_

Email:

\_\_\_\_\_

Attest: \_\_\_\_\_, 2014

County Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Governing Body

**County Clerk's Budget Information for the 2015 Budget**

City of Garden City  
Name of City

1. Valuation Information as of July 1, 2014:

	<b>Estimated Assessed Valuation</b>	<b>Territory Added</b>	<b>Property with changed use</b>
Real Estate	172,629,985	<u>216,951</u>	<u>261,773</u>
Personal Property	4,655,820		
State Assessed	2,732,191		
Oil & Gas	26,236		
Severed Minerals	0		
<b>Total</b>	<u>180,044,232</u>		
New Improvements	<u>5,156,139</u>		

2. Personal Property excluding oil, gas and mobile homes for July 1, 2014  
*(use this amount on Computation to Determine Limit for 2015 Budget, Line 5a)* 3,329,923

3. Actual Tax Rates Levied for the 2014 Budget:

<b>Fund</b>	<b>Rate</b>
<u>General</u>	<u>21.382</u>
<u>Airport</u>	<u>3.831</u>
<u>Bond &amp; Interest</u>	<u>8.433</u>
<u>GC Rec</u>	<u>4.954</u>
<b>Total</b>	<u>38.600</u>

4. Final Assessed Valuation from the November 1, 2013 Abstract 169,294,543

5. Personal Property excluding oil, gas and mobile homes for Nov. 1, 2013  
*(use this amount on Computation to Determine Limit for 2015 Budget, Line 5b)* 4,558,903

6. Gross Earning (Intangible) Tax Estimate                     

7. Neighborhood Revitalization District:  
Valuation Subject to Rebates 384,258

8. Tax Increment Financing (TIF) for City:

TIF Total Assessed Valuation Area	<u>4,546,425</u>
TIF Base Year Assessed Valuation Area	<u>206,621</u>
TIF Difference in Valuation	<u>4,339,804</u>
City's TIF Dollar Estimated Portion	<u>\$167,516</u>
Other TIF Estimated Dollar Amounts	<u>\$394,866</u>

6/27/2014 Date Provided by: Elsa Ulrich  
Name of County Finney

Computation for TIF Estimated Dollar Amount

City of Garden City

**Other TIF Estimated Dollar Amounts**

(Note: Links information to Step #8 )

**Finney County:**

TIF Difference in Valuation (From Step #8)	4,339,804
County's Mill Rate for, 2014 Budget	39.067
TIF Estimated Dollar Amount	\$169,543

**Name of Spec. Dist.: DD2**

TIF Difference in Valuation (From Step #8)	4,339,804
Special District's Mill Rate for, 2014 Budget	0.000
TIF Estimated Dollar Amount	\$0

**Name of Spec. Dist.:**

TIF Difference in Valuation (From Step #8)	4,339,804
Special District's Mill Rate for, 2014 Budget	
TIF Estimated Dollar Amount	\$0

**Name of Spec. Dist.:**

TIF Difference in Valuation (From Step #8)	4,339,804
Special District's Mill Rate for, 2014 Budget	
TIF Estimated Dollar Amount	\$0

**Name of USD:457**

TIF Difference in Valuation (From Step #8)	4,339,804
USD's Mill Rate for, 2014 Budget	30.790
TIF Estimated Dollar Amount	\$133,623

**Name of USD: Garden City Comm College**

TIF Difference in Valuation (From Step #8)	4,339,804
USD's Mill Rate for, 2014 Budget	21.130
TIF Estimated Dollar Amount	\$91,700

FINNEY COUNTY TREASURER  
BUDGET INFORMATION

Melinda Hitz  
City of Garden City  
P O Box 499  
Garden City KS 67846-0499

The following estimates are provided for the preparation of your 2015 **General** budget:

Local alcohol liquor K.S.A. 79-41a04(f)	260,529.21
Motor vehicle tax K.S.A. 79-5111	590,440.78
Recreational vehicle tax K.S.A. 79-5123	4,831.11
Vehicle excise tax K.S.A 79-5101	15,297.02
16/20M vehicle tax K.S.A 79-5111	6,325.46

The following estimates are provided for the preparation of your 2015 **Recreation** budget:

Motor vehicle tax K.S.A. 79-5111	86,935.85
Recreational vehicle tax K.S.A. 79-5123	711.33
Vehicle excise tax K.S.A. 79-5101	2,257.86
16/20M vehicle tax K.S.A. 79-5111	931.36

6/19/14  
Date

Raylene Dick  
Raylene Dick  
Finney County Treasurer

**Computation to Determine Limit for 2015**

	<b>Amount of Levy</b>
1. Total Tax Levy Amount in 2014 Budget	+ \$ <u>6,534,431</u>
2. Debt Service Levy in 2014 Budget	- \$ <u>1,427,561</u>
3. Tax Levy Excluding Debt Service	\$ <u>5,106,870</u>
 <b>2014 Valuation Information for Valuation Adjustments:</b>	
4. New Improvements for 2014:	+ <u>5,156,139</u>
5. Increase in Personal Property for 2014:	
5a. Personal Property 2014	+ <u>3,329,923</u>
5b. Personal Property 2013	- <u>4,558,903</u>
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>
	(Use Only if > 0)
6. Valuation of annexed territory for 2014	-
6a. Real Estate	+ <u>216,951</u>
6b. State Assessed	+ <u>0</u>
6c. New Improvements	- <u>0</u>
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>216,951</u>
7. Valuation of Property that has Changed in Use during 2014	<u>261,773</u>
8. Total Valuation Adjustment (Sum of 4, 5c, 6d & 7)	<u>5,634,863</u>
9. Total Estimated Valuation July 1, 2014	<u>180,044,232</u>
10. Total Valuation less Valuation Adjustment (9 minus 8)	<u>174,409,369</u>
11. Factor for Increase (8 divided by 10)	<u>0.03231</u>
12. Amount of Increase (11 times 3)	+ \$ <u>164,994</u>
13. Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)	\$ <u><u>5,271,864</u></u>
14. Debt Service in this 2015 Budget	<u>1,618,016</u>
15. Maximum levy, including debt service, without an Ordinance (13 plus 14)	<u><u>6,889,880</u></u>

If the 2015 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.

# New Business



CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
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GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

# MEMORANDUM

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**TO:** Governing Body  
**FROM:** Alan Geier/Andy Liebelt  
**DATE:** June 30, 2014  
**SUBJECT:** 2014 Finnup Park Master Plan

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## **ISSUE**

The Parks Department requests the Governing Body approval of the Finnup Park Master Plan.

## **BACKGROUND**

The City Commission authorized development of a Master Plan for Finnup Park by incorporating several existing Master Plans and blending them into one document. In August of 2012, Engineering solicited letters of interest from qualified firms to submit proposals for the Finnup Park Master Plan. Three proposals were received and reviewed by a selection committee. On December 18, 2012, Schwab Eaton architects from Manhattan Kansas were awarded the project. They gathered base maps, discussed the needs and desires of the stakeholders for facility improvements, and received permission from the other master plan design firms to use their maps in the final rendition. Two days were spent in Garden City working on several concepts for a preliminary draft. Key stakeholders from the Finnup Foundation, Zoo, Historical museum, Recreation Commission and Parks made minor refinements and a final meeting was held on June 17, 2014 at a Governing Body work session.

## **ALTERNATIVES**

- 1.) Approve the plan as presented.
- 2.) Make adjustments to the proposed plan.
- 3.) Defer action.

## **RECOMMENDATION**

Staff recommends consideration and approval for the plan as presented to the Governing Body during the June 17, 2014 work session.

## **FISCAL NOTE**

The individual projects and timelines will be addressed during the Capital Improvement planning by the Parks, Zoo and Recreation Commission.



**Schwab  
Eaton**

June 23, 2014

Mr. Alan Geier, Parks Superintendent  
City Administrative Center  
301 North 8<sup>th</sup>  
PO Box 998  
Garden City, KS 67846

RE: Finnup Park Master Plan

Dear Mr. Geier,

I have attached hereto a copy of the final master plan for Finnup Park based on feedback received during the June 17<sup>th</sup> presentation to the City Commission. This plan consolidates previous master plans prepared for various facilities within the park by other consultants, along with other master planned improvements to the overall park.

I would like to express my appreciation for the City Commission, the Finnup Foundation, and various stakeholder representatives including Steve Cottrell, Sam Curran, Alex Mestdaugh, Kristi Newland, Steve Quakenbush, Kathy Sexton, John Washington and you. The contribution these people made to the planning process was invaluable. The support staff and advisory boards assisting these people also played an important role. You are fortunate to have such people within your community who are civic-minded, professionally-equipped, and desiring to work with one another for the common good.

Please do not hesitate to contact me if you have any questions about the master plan and its contents.

Sincerely,  
SCHWAB EATON

Leon L. Brown, PLA

**Civil Engineers**

**Land Surveyors**

**Landscape Architects**

# **FINNUP PARK MASTER PLAN**

**GARDEN CITY, KANSAS**

## **SUMMARY REPORT**

June 23, 2014

### **I. INTRODUCTION AND BACKGROUND:**

Finnup Park is a prominent park in Garden City and has a lengthy history. The park is located on the south side of the City adjacent to the Arkansas River. It is heavily utilized and home to the Lee Richardson Zoo, Finney County Historical Museum and the Garden City Municipal "Big Pool." The park contains many traditional park features for both passive and active recreation. Such features include horseshoes, basketball, futzal court, scattered picnic facilities and playgrounds. A bicycle-pedestrian trail is being developed in phases within the park and will link to the city-wide trail system. In addition, the park contains three ballfield facilities including Clint Lightner Field, Fansler Field and Cleaver Field.

In recent years, the zoo, museum, swimming pool and the three ballfield facilities had each been the subject of individual master plans. Although these master plans served their respective facility well, there was no significant coordination between the plans where their borders interface and perhaps overlap. In some cases the plans have minor conflicts between them. Although these facilities are operated by different public entities, the City recognized a need to develop a consolidated master plan that would better serve the overall park. Other areas within the park had never been master planned.

Schwab Eaton from Manhattan, Kansas was enlisted to assist the City with this endeavor. The purpose of this consolidated master plan is not to take away from the individual master plans and their respective authors, but to bring them into closer harmony with each other and to guide the overall park development. This report is a summary of the overall planning and decision-making process.

### **II. DESCRIPTIONS OF RECORD MASTER PLANS:**

The following is a brief overview of the existing master plans that are being consolidated into the proposed overall Finnup Park Master Plan. Graphics of these master plans developed by their respective authors were supplied to Schwab Eaton by the respective stakeholder/facility owner. Schwab Eaton overlaid these graphics onto a base drawing of the overall park site for the sole purpose of evaluating the interface between the various plans, suggesting minor refinements to better coordinate them with each other, and respond to specific concerns raised by the respective stakeholder.

#### **A. LEE RICHARDSON ZOO**

The Lee Richardson Zoo Master Plan was prepared by WDM Architects from Wichita, Kansas. It was developed in circa 2008 and has served as a guide for a number of zoo improvements since

that time. There have also been minor subsequent refinements to the plan, informally developed collaboratively between WDM and the zoo staff. The original master plan depicts the existing Finney County Historical Museum within its confines, but does not reflect aspects of the future improvements shown in the museum master plan. Although the museum is a separate facility, its proximity is visually (and somewhat functionally) integral to the zoo facilities.

The Lee Richard Zoo Master Plan has some vehicular (drive-thru) circulation routes that were subject to the some of the minor refinements alluded to above. The original master plan did not maintain the existing 4<sup>th</sup> Street connection within the park between the museum and the swimming pool. The City prefers to retain this connection to maintain the desired level of traffic access and circulation within the park. The proposed vehicular drive-thru exit from the zoo encroached into the existing horseshoe complex, which appears to be one of the coordination issues mentioned above in the Introduction. Its alignment was subsequently revised and vehicular drive-thru entrance routing was also slightly refined. The graphic overlay used in the proposed Fannup Park Master Plan shows these informal refinements developed between WDM and the zoo staff.

#### B. FINNEY COUNTY HISTORICAL MUSEUM

The Finney County Historical Museum Master Plan was prepared by Treanor Architects from Topeka, Kansas in collaboration with Bartlett and West Engineers. It is a long-range plan and was prepared in 2002. This master plan also did not retain the existing 4<sup>th</sup> Street connection between the museum and the swimming pool. As stated within the Lee Richardson Zoo Master Plan description, the City prefers to retain this connection. This will be further discussed below in the Fannup Park Master Plan Description.

#### C. BIG POOL

The Big Pool Master Plan was prepared by Waters Edge Aquatic Design from Lenexa, Kansas. It was completed circa 2004 and various improvements have been implemented. Future improvements are proposed. The Garden City Recreation Commission operates the facility.

#### D. BALLFIELD FACILITIES

Master plans were prepared by Schwab Eaton for Clint Lightner Field, Fansler Field and Cleaver Field in 2011. Of these three, Cleaver Field had the closest interface with the above master plans due to its abutting relationship with the zoo. It should be noted that Cleaver had three optional master plan layouts. Although there was much discussion at the time, the City initially selected Option A as its preferred plan, which maintained the softball function of the site. During the planning process for the Fannup Park Master Plan, that decision was rescinded and the functions illustrated in Option "C" became the preferred plan. Option "C" illustrates an outdoor amphitheater facility, which will also interface well with some of the needs of the zoo.

### III. **PLANNING PROCESS:**

The plan development incorporated a public participation process. Public announcements were made through local media of the planning effort and several public meetings were held along with a design charrette. Representatives of the City, the zoo administration, the museum and the Recreation Commission were heavily involved in the public meetings and charretting process. One of the

objectives of the process was to engage interaction between the key stakeholders, allowing them to express their respective concerns and provide input regarding solutions intended to address or mitigate those concerns.

Meetings were held specifically as joint sessions with key stakeholders. The general public meetings were also attended by the stakeholders along with the public at-large.

The initial public meeting garnered attendee input regarding their concerns, what they recognize to be needs or deficiencies within the existing park, and their ideas regarding potential improvements. The charrette then followed, whereby alternative concepts were developed in response to the public feedback received. A follow-up public meeting was held to receive a critique of the concepts and identify the preferred concept for further refinement.

The preferred concept was refined based on the feedback received following the charrette. The concept was developed into a preliminary draft version of the plan and submitted to the key stakeholders for additional feedback. Upon receipt of the feedback the draft was further refined and a joint meeting with the stakeholders occurred for additional input before preparing the final plan. The final draft was presented to the Garden City Commission on June 17, 2014 during their work session to receive input before the plan was finalized. The project stakeholders and representatives of the Finnup Foundation were also present at the work session. The plan attached hereto incorporated that input.

The Finnup Park Master Plan consists on an overlay of the individual master plans onto an overall base drawing of the entire Finnup Park site. The drawing is a composite of site information provided by the City including aerial photography, LiDAR contours, and various types of GIS information such as approximate lot lines and certain utility information.

It should be noted that there was discussion regarding the long range plan for the existing residential area at the northwest corner of the park. While it is recognized that this area may represent possibilities for future park expansion, such is not imminent at this time. The park functions reasonably well with its current confines. Many of the properties in that area are owner occupied and it may be years before such properties become available. The master plan will likely become due for an update in the next 10 to 15 years, at which time the interest in this area may be reassessed.

#### **IV. FINNUP PARK MASTER PLAN – SUMMARY DESCRIPTION:**

The Master Plan drawing is attached in the Appendix. Some of the key elements of the plan include the following:

- A. The zoo and museum complex is the visual hub of the park from a landmark perspective. As people enter the park from the west via Main Street onto Finnup Drive and from the north via 3<sup>rd</sup> Street and 4<sup>th</sup> Street, several considerations were important in the plan layout. Way-finding was one important issue. Providing visual focal points and maintaining vehicular connectivity through the park for out-of-town guests is one component of way-finding. Minimizing potential conflicts between motorists and pedestrians was another consideration. Routing east-west traffic away from where pedestrians leave the primary parking areas to enter the buildings reduces such conflicts. Finnup Drive was rerouted between the parking area and the existing tennis courts to address this concern without compromising the way-finding issue.
- B. The proposed pedestrian entrance to the zoo is reflective of that indicated in the zoo master plan.

- C. The museum plan indicates the north entrance at the center of the building to become the primary public entrance. The consolidated master plan maintains this feature. Museum representatives recognize that the zoo has historically been the bigger draw for visitors. Adjusting the existing entrance to the proposed location enhances its visibility to those visiting the zoo creating a potential increase in museum traffic.
- D. Retain a thru-street connection between the museum and the swimming pool. The proposed consolidated plan modified the street configuration whereby Finnup Drive continues through this location and 4<sup>th</sup> Street intersects with it. This traffic pattern should improve way-finding out-of-town guests, most of whom reportedly enter the park from Main Street. The museum master plan indicates a future multi-use barn. Whenever the barn is constructed, it may be used for special events. During such occasions, the street may be closed off at "gatehouses" indicated in the proposed consolidated master plan to eliminate vehicular/pedestrian conflicts. In such case the street may be utilized as the plaza/hardscape area reflected in the museum plan. The street surface should have a pedestrian-oriented appeal using pavers, textured concrete, or other treatment to slow traffic when the space is shared between vehicles and pedestrians.
- E. Parking around the Big Pool is modified to improve the efficiency of vehicular circulation and increase green space. Additional parking is provided for on the east side.
- F. The potential realignment of 2<sup>nd</sup> Street was discussed at the final review meeting and it was determined that the public benefit did not outweigh the cost. So the configuration shown in the final draft was modified to reflect what is shown in the final plan.
- G. The Fansler Field area remains essentially unchanged between the ballfield master plan and the consolidated master plan.
- H. An additional large picnic shelter is proposed with parking, restrooms and playground. City representatives indicated that there is a high demand for reserving large picnic shelters for reunions, parties, and other social events.
- I. As previously mentioned, the Cleaver Field area will be redeveloped in a manner shown in Option "C" version of the Cleaver Field master plan. The consolidated master plan reflects that condition, including development of an outdoor amphitheater and support facilities.

## V. BUDGET ESTIMATES:

Budgets were developed based on Schwab Eaton's opinion derived from past experience with similar projects. These budget figures are attached in the Appendix. The budgets reflect a cost range depending upon the level of quality and quantity of the various proposed improvements. The low-end budget figures are generally based on a more utilitarian design and construction whereas the upper-end figures provide for a certain amount of embellishment in terms of quality, nature of materials and the basic design details developed for construction.

The budget figures are for the proposed Finnup Park improvements and updates to the previous Clint Lightner, Fansler, and Cleaver complex budgets prepared in 2011. The budget does not address any internal components within the respective master plans prepared by other consultants for the Lee Richardson Zoo, Finney County Historical Museum, and Big Pool. The one basic exception is the Finnup Drive realignment that passes through the museum site.

Some of the budget line items include an approximate quantity. Such quantities are to provide a better sense of the overall scope for that line item. Unit prices were not specifically included; however, the respective budget figure may be divided by the quantity to identify the approximate anticipated unit price value. Lump sum items were more subjective and may eventually require additional in-depth review when more information is available and the detailed design process

commences. The lump sum items are included to identify key items of work anticipated to have a budget impact. Such items are often somewhat undefined at the master planning stage.

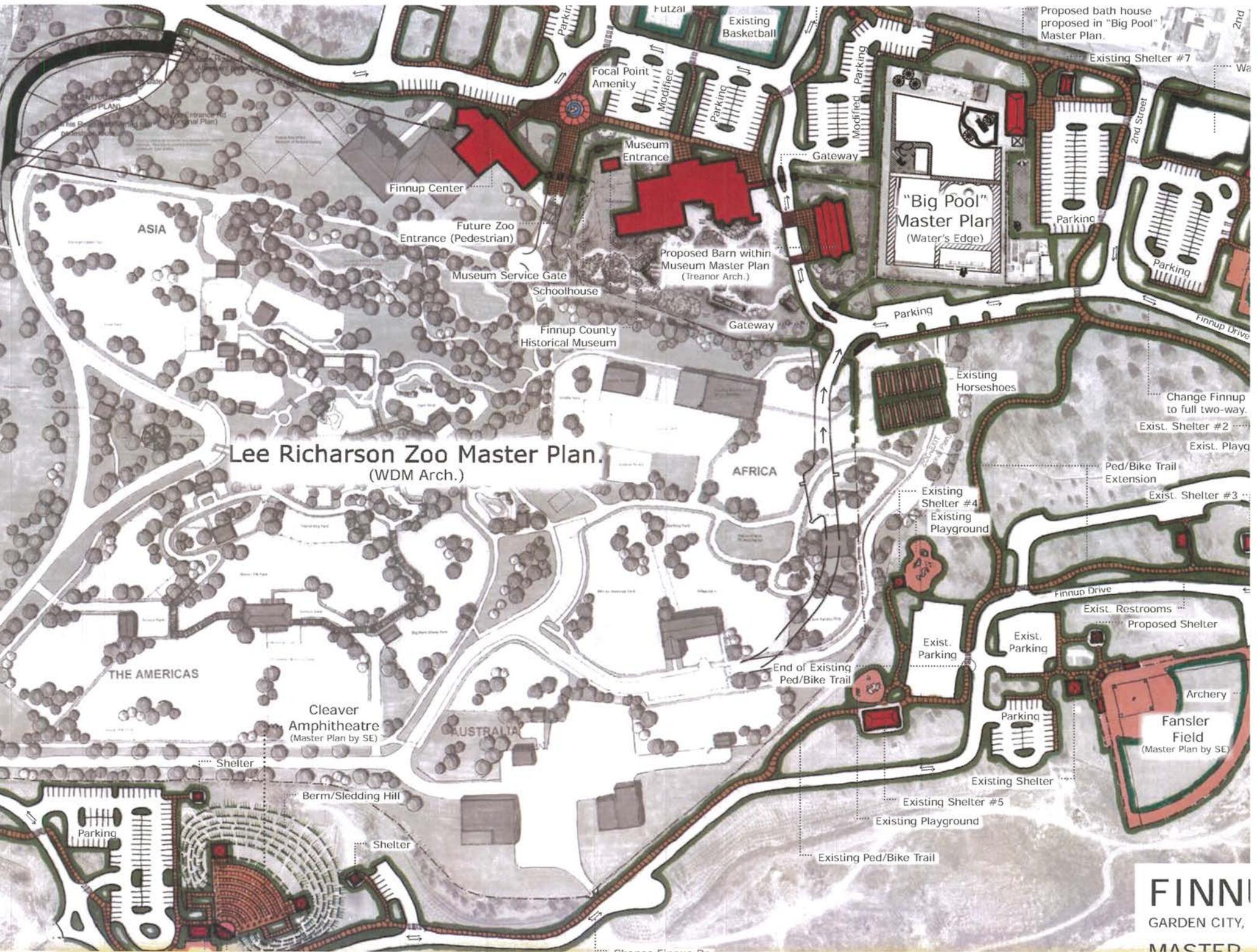
Whenever the Owner decides to move forward with a specific area of improvement, topographic surveys and a more detailed design of the respective improvements will become necessary. At that point in time, the budget should be verified by the designer and updated as required.

The proposed budget figures focus on construction costs and do not include design fees, inspection, construction staking and other soft costs. Such soft costs will vary depending upon the overall size and complexity of the improvement package pursued at the time. Although such costs can vary greatly, a factor of 10% of the master plan budget figures is suggested until the scope of such work is clearly defined. At such time, the soft costs should be determined in the process of soliciting consulting services. In some cases, the Owner may choose to perform the design and related services in-house and thereby minimize certain soft costs.

## APPENDIX

- A. Original Lee Richardson Master Plan
- B. Finney County Historical Master Plan
- C. Composite of Previous Master Plans Prepared by Others
- D. Clint Lightner Field Master Plan
- E. Fansler Field Master Plan
- F. Cleaver Area Master Plan (Option A)
- G. Cleaver Area Master Plan (Option C)
- H. Consolidated Finnup Park Master Plan
- I. Budget Estimates

# Lee Richarson Zoo Master Plan. (WDM Arch.)



Proposed bath house proposed in "Big Pool" Master Plan.

Existing Shelter #7

Futsal  
Existing Basketball  
Focal Point Amenity  
Museum Entrance  
Proposed Barn within Museum Master Plan (Treanor Arch.)

Finnup Center  
Future Zoo Entrance (Pedestrian)  
Museum Service Gate  
Schoolhouse

"Big Pool" Master Plan (Water's Edge)

Finnup County Historical Museum

Existing Horseshoes

# Lee Richarson Zoo Master Plan. (WDM Arch.)

AFRICA

Change Finnup to full two-way.

Exist. Shelter #2

Exist. Playg

Ped/Bike Trail Extension

Exist. Shelter #3

Existing Shelter #4  
Existing Playground

Exist. Restrooms  
Proposed Shelter

THE AMERICAS

Cleaver Amphitheatre (Master Plan by SE)

AUSTRALIA

End of Existing Ped/Bike Trail

Exist. Parking

Exist. Parking

Archery  
Fansler Field (Master Plan by SE)

Shelter

Berm/Sledding Hill

Shelter

Existing Shelter

Existing Shelter #5

Existing Playground

Existing Ped/Bike Trail

# FINNUP PARK MASTER PLAN

## GARDEN CITY, KANSAS

### BUDGET COST OPINION

Date: 06/23/14

Prepared by: Schwab-Eaton

*Note: Budget estimate is based on the Master Plan prepared this date and, with a few exceptions, reflects proposed improvements outside the previously developed master plans for Lee Richardson Zoo, Finney County Historical Museum, and Big Pool. The Clint Lightner, Fansler, and Cleaver master plan budget totals are included herein with an inflation factor applied to today's dollars.*

DESCRIPTION	APPROX. QUANT.	UNIT	LOW-END BUDGET	UPPER-END BUDGET
<b><i>NORTHWEST GAZEBO AREA (between 5th and 6th Street)</i></b>				
Parking (Two Lots)	35	Stalls	\$55,000	\$70,000
Sidewalk Improvements	600	Sq.Yds.	\$25,000	\$35,000
Landscape Enhancements	1	L.Sum	\$8,000	\$12,000
Lighting	1	L.Sum	\$8,000	\$15,000
Utility Coordination/Relocation	1	L.Sum	\$5,000	\$10,000
Grading	1	L.Sum	\$10,000	\$15,000
<b>SUBTOTAL:</b>			<b>\$111,000</b>	<b>\$157,000</b>
Contingencies (15%):			\$17,000	\$24,000
<b>TOTAL:</b>			<b>\$128,000</b>	<b>\$181,000</b>

### ***FINNUP DRIVE REALIGNMENT (between the Finnup Center and horseshoe area)***

Pavement Removals	10,000	Sq.Yds.	\$120,000	\$150,000
Finnup Drive Reconstruction	1,100	Lin.Ft.	\$220,000	\$250,000
4th Street Reconstruction	100	Lin.Ft.	\$20,000	\$25,000
5th Street Reconstruction	50	Lin.Ft.	\$10,000	\$12,000
Gatehouse Entries	2	Each	\$50,000	\$70,000
Fencework	1	L.Sum	\$15,000	\$20,000
Street Pavers	260	Sq.Yds.	\$40,000	\$55,000
Parking Reconstruction (Two Lots)	75	Stalls	\$115,000	\$150,000
Lighting	1	L.Sum	\$25,000	\$35,000
Utility Coordination/Relocation	1	L.Sum	\$20,000	\$30,000
Landscape & Irrigation Enhancements	1	L.Sum	\$20,000	\$30,000
Signage (Traffic & Wayfinding)	1	L.Sum	\$5,000	\$15,000
Grading	1	L.Sum	\$30,000	\$40,000
<b>SUBTOTAL:</b>			<b>\$690,000</b>	<b>\$882,000</b>
Contingencies (15%):			\$104,000	\$132,000
<b>TOTAL:</b>			<b>\$794,000</b>	<b>\$1,014,000</b>

**PEDESTRIAN SPACE DEVELOPMENT (between Finnup Center and Museum entrances)**

Pedestrian Walks & Pavement	2,200	Sq.Yds.	\$90,000	\$130,000
Focal Point (Sculpture, Water Feature, etc)	1	L.Sum	\$50,000	\$100,000
Site Furniture	1	L.Sum	\$5,000	\$15,000
Lighting	1	L.Sum	\$8,000	\$35,000
Utility Coordination/Relocation	1	L.Sum	\$10,000	\$15,000
Landscape & Irrigation Enhancements	1	L.Sum	\$10,000	\$20,000
Grading	1	L.Sum	\$3,000	\$5,000
<b>SUBTOTAL:</b>			<b>\$176,000</b>	<b>\$320,000</b>
Contingencies (15%):			\$26,000	\$48,000
<b>TOTAL:</b>			<b>\$202,000</b>	<b>\$368,000</b>

**BIG POOL PERIMETER IMPROVEMENTS (between 2nd and 4th Street)**

Pavement Removals	2,000	Sq.Yds.	\$18,000	\$24,000
Exist. Parking Lot Modifications	70	Stalls	\$35,000	\$45,000
New Parking Lot	70	Stalls	\$100,000	\$140,000
Pedestrian Walks & Pavement	2,000	Sq.Yds.	\$80,000	\$100,000
Site Furniture	1	L.Sum	\$5,000	\$10,000
Lighting	1	L.Sum	\$15,000	\$25,000
Utility Coordination/Relocation	1	L.Sum	\$10,000	\$20,000
Landscape & Irrigation Enhancements	1	L.Sum	\$15,000	\$25,000
Grading	1	L.Sum	\$10,000	\$15,000
<b>SUBTOTAL:</b>			<b>\$288,000</b>	<b>\$404,000</b>
Contingencies (15%):			\$43,000	\$61,000
<b>TOTAL:</b>			<b>\$331,000</b>	<b>\$465,000</b>

**PICNIC AREA IMPROVEMENTS (along Finnup Drive)**

Pedestrian Walks & Pavement	2,600	Sq.Yds.	\$100,000	\$120,000
Parking Lot	30	Stalls	\$45,000	\$60,000
Shelter	3,500	Sq.Ft.	\$150,000	\$200,000
Restrooms	200	Sq.Ft.	\$40,000	\$50,000
Playground	1	L.Sum	\$50,000	\$75,000
Site Furniture	1	L.Sum	\$5,000	\$10,000
Lighting	1	L.Sum	\$5,000	\$12,000
Utility Services	1	L.Sum	\$25,000	\$30,000
Landscape & Irrigation Enhancements	1	L.Sum	\$8,000	\$15,000
Grading	1	L.Sum	\$10,000	\$15,000
<b>SUBTOTAL:</b>			<b>\$438,000</b>	<b>\$587,000</b>
Contingencies (15%):			\$66,000	\$88,000
<b>TOTAL:</b>			<b>\$504,000</b>	<b>\$675,000</b>

**SCHWAB-EATON MASTER PLAN 2011 BUDGET UPDATES (Estimate 15% inflationary factor)**

Clint Lightner Ballfield Complex	1	Total	\$936,000	\$1,114,000
Fansler Ballfield Complex	1	Total	\$634,000	\$799,000
Cleaver Amphitheater Complex	1	Total	\$1,280,000	\$1,700,000
<b>TOTAL:</b>			<b>\$2,850,000</b>	<b>\$3,613,000</b>

**TOTAL MASTER PLAN (EXCL. ZOO, MUSEUM & BIG POOL):****\$4,809,000****\$6,316,000**



# **Finney County Economic Development Corporation**

**To:** City Commission—Garden City, Kansas  
County Commission—Finney County, Kansas  
City Council—Holcomb, Kansas

**From:** Finney County Economic Development Corporation (FCEDC), Downtown Vision (DTV) and the Garden City Area Chamber of Commerce

**Date:** July 15, 2014

**Re: Zoning Compliance Procedures**

**Issue:** Finney County/ the City of Garden City and the City of Holcomb do not currently have a procedure in place to address zoning compliance prior to businesses opening.

**Background:** There have been several instances in which businesses have been operating in locations that are in non-conformance with zoning regulations. This has been problematic, especially for the affected business owners, some of which have faced the possibility of relocating their business. In many of these cases, the owners were not aware that they were in non-compliance with the zoning regulations.

For business recruitment and retention purposes for economic development we do not have any database of what type of businesses are located within Garden City. This is most helpful for industrial recruitment.

A potential solution to these problems could be the creation of a zoning compliance procedure for Finney County/ Garden City/ Holcomb. A Certificate of Zoning Compliance would help prospective business owners certify that their location is in conformance to the zoning regulations. This would hopefully reduce the number of business locating themselves in non-conforming locations. Creation of a Certificate of Zoning Compliance could also serve additional benefits to the community. For example, organizations such as the FCEDC, DTV and the Chamber of Commerce, could better promote Garden City/ Finney County/ Holcomb, if they had a better idea of all the services that exist in the community. Also, having an updated list of current business could help the police, fire and emergency responders.

Although there are many options to consider, the following is an example of a procedure that Garden City/ Finney County/ Holcomb could adopt.

- A prospective business owner would be required to complete an application describing the type of business and location.

- The Certificate of Zoning Compliance application would be reviewed by Planning & Zoning staff to ensure the business location conforms to zoning regulations.
- Once obtained, the Certificate of Zoning Compliance would be required to be posted on-site.
- Certificates of Zoning Compliance would not be transferrable and any change in ownership or location would require a new Certificate.

In terms of fees, the Certificate of Zoning Compliance fee could be a flat fee. The fee could be partially subsidized by the governing body. *An example: A flat fee could be \$10.00.*

**Alternatives:**

- 1) Create a Certificate of Compliance procedure for all new or relocating businesses with a flat fee and requiring no annual renewal
- 2) No change

**Recommendation:** FCEDC, DTV and the Chamber of Commerce would recommend creation of a Certificate of Zoning Compliance procedure for all **new** and **relocating** businesses with a flat fee and requiring no annual renewal. (Alternative 1)

**Fiscal Note:** Fiscal estimates would need to be calculated by the Planning and Zoning staff as they would have the certification authority and would therefore be responsible for staff time associated with implementation.

*Finney County Economic Development Corporation  
1509 Fulton Terrace  
Garden City, KS 67846  
620-271-0388*



## MEMORANDUM

DATE: July 8, 2014  
TO: Governing Body  
FROM: Sam Curran  
RE: Traffic Advisory Board Recommendations

---

CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN DALE

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

Issue: The Traffic Advisory Board discussed the following issues at their June 30th Meeting.

**1. Reduce speeding concerns on Fair Street between Fleming Street and Campus Drive**

Background:

The City received a complaint of excessive speeds on Fair Street between Fleming Street and Campus Drive from a resident in the area. Fair Street is designated as a "Thru Street," designed to serve as a continuous link between Fleming Street and Campus Drive. Back in 2011, Staff investigated this location and presented a number of traffic calming alternatives at a public meeting with the neighborhood. The following alternatives were reviewed:

1. Traffic Circles
2. Bump Outs
3. Channels
4. Speeds Bumps or Humps
5. "Children At Play" Signs
6. Closing Fair Street in the Middle
7. Lowering Speed Limit on Residential Streets to 25 MPH (City Wide)

In 2011, the residents expressed their concern about the impacts of the traffic calming devices on the loss of on-street parking and their property value. The group decision was to increase law enforcement.

Discussion:

The Committee compared traffic volume numbers of the new study to the study conducted in 2011. Both study results are attached for your review. They felt the numbers showed a small increase; however, the 85<sup>th</sup> percentile

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CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN DALE

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DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
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GARDEN CITY, KS  
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speeds still fell within the posted speed limit of 30 MPH. The 85<sup>th</sup> percentile is the engineering standard for setting speed limits for roads. The Board recommended stepping up the enforcement, using the radar speed trailer and/or installing flashing radar speed limit signs showing current speeds somewhere mid-block.

Alternatives:

1. Continue with the current conditions having the property owner identify specific times/days where speeding is rampant and then use some targeted enforcement.
2. Continue with targeted enforcement with the installation of flashing radar speed limit warning signs.

Board's Recommendation:

Board recommends approving alternate two, working with property owners on some targeted enforcement with the additional signage.

**2. Reviewing the criteria for installing speed control in alleys**

Background:

In 2011, the Governing Body approved the Traffic Advisory Board's recommendations on the following standard procedures/policies when dealing with future requests for installing speed dips in alleys and controlling speeders:

1. Alleys experiencing excessive traffic volume or speeds due to the alley being used as a thru street or shortcut, the City would investigate installing traffic dips and signage if the minimum traffic level reaches 10 vehicles in any single hour in the day.
2. Speed limits for alleys were established by City Ordinance at 15 MPH.

Discussion:

Board felt the current standards should not be changed at this time.

Alternatives:

1. No action required.
2. Governing Body may provide changes to the standards.



### 3. Request to change the type of on-street parking spaces on Seventh Street and Eighth Street in the Downtown District

#### Background:

A business owner in the Downtown Area requested the City to investigate changing the on-street parallel parking spaces to angle parking on Seventh and Eighth Streets. The City's Comprehensive Plan completed in November 2009 identifies the need to increase parking for the Downtown.

The attached drawings show alternatives using 35% and 45% on-street angle parking.

#### Discussion:

Board discussed at length their concerns about how narrow the driving lanes could be in places but felt the additional parking spaces was important issue to the Business District. The angle parking plus the narrower situations would naturally reduce speeds acting as a traffic calming device making it possible to consider the proposed changes.

With the proposed changes the following would be required when considering the Board's recommendation:

1. The parallel parking spaces on Seventh Street and across the street from Stevens Park would either need to be posted "No Parking" or "Resident Parking Only".
2. The left turn lane on Eighth Street in front of the courthouse would need to be removed for northbound traffic turning west onto St. John Street.

#### Alternatives:

1. Deny the request.
2. Approve the request to 45% angle parking as shown on the drawings.
3. Governing Body may provide changes to the request.

#### Board's Recommendation:

Board recommends approving the request to change the on-street parallel parking spaces to 45% angle parking as shown on the attached drawings.

#### CITY COMMISSION

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Mayor

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**4. General Manager for Southard Corporation at 606 E. Kansas is requesting access from Fourth Street for southbound traffic**

Background:

Southard Corporation is requesting the "No Left Turn" sign be removed on Fourth Street which restricts southbound traffic from using Third Street to access the business which is identified as their primary entrance. Staff requested a five year accident report for this intersection from GCPD. One accident was reported when a vehicle could not stop because of icy conditions on Third Street causing the vehicle to run into the "Stop" sign.

The "No Left Turn" sign was included in the design of the reconfiguration of the Kansas Avenue and Third/Fourth Street Intersection project to control congestion at this intersection because of the volume of traffic and the possible sight distance problems associated with the s-curve.

Discussion:

Board had concerns removing the sign because of the volume of traffic on Fourth Street. Restricting this movement has proven to eliminate possible accidents with the report received from GCPD. The Board looked at restricting this movement during certain times of the day. They felt it would be difficult to enforce or find a time-frame that would work for the business and the travelling public.

Alternatives:

1. Deny the request to remove the signage.
2. Approve the request to remove the signage.

Board's Recommendation:

Board recommends denying the request to remove the sign for public safety.

**5. Request to install alley dips and signage behind 2012 E. Crestway Drive to control excessive traffic volume issue**

Background:

Property owner made this request stating the apartment complex has using this alley to access Campus Drive. Staff conducted a volume study which is provided for your review.



CITY COMMISSION

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Discussion:

Board felt the study showed the volume fell below the criteria for installing alley dips and signage in this alley.

Alternatives:

1. Deny the request to install alley dips and signage.
2. Approve the request to install alley dips and signage.

Board's Recommendation:

Board recommends denying the request to install alley dips and signage.

**6. Request to install alley dips and signage behind 1010 E. Crestline Drive to control excessive traffic volume issue**

Background:

Property owner made this request stating the traffic in the alley was causing a dust problem for their home. Staff conducted a volume study which is provided for your review.

Discussion:

Board felt the study showed the volume fell below the criteria for installing alley dips and signage in this alley.

Alternatives:

1. Deny the request to install alley dips and signage.
2. Approve the request to install alley dips and signage.

Board's Recommendation:

Board recommends denying the request to install alley dips and signage.

CITY OF GARDEN CITY  
 Traffic Speed Study  
 Fair Street (Fleming Street to Campus Drive)  
 2011

Description	Fair & Sunflower 7/11/11 to 7/20/11		Fair & Feather Ct. 7/11/11 to 7/20/11		Fair & Antler Ridge 7/11/11 to 7/20/11	
	Eastbound	Westbound	Eastbound	Westbound	Eastbound	Westbound
50th Percentile (MPH)	23	11	26	27	23	26
85th Percentile (MPH)	28	23	30	30	27	30
95th Percentile (MPH)	30	25	34	34	29	33
Speeds > 30 MPH	44	20	670	925	71	630
Speeds > 35 MPH	0	1	74	64	2	42
Speeds > 40 MPH	0	0	12	10	2	5
Vehicles						
1 to 15 MPH	170	6367	388	365	805	740
16 to 20 MPH	510	758	761	575	1432	505
21 to 25 MPH	1527	1559	2300	1640	4148	2338
26 to 30 MPH	689	432	2710	3081	1554	2934
31 to 35 MPH	44	20	670	925	71	630
36 to 40 MPH	0	1	74	64	2	42
41 to 45 MPH	0	0	13	9	2	3
46 to 50 MPH	0	0	0	1	0	2
51 to 55 MPH	0	0	0	0	0	0
Total Vehicles	2940	9137	6916	6660	8014	7194

CITY OF GARDEN CITY  
 Traffic Speed Study  
 Fair Street (Fleming Street to Campus Drive)  
 2014

Description	1811 E. Fair Street 5/13/14 to 5/16/14		1712 E. Fair Street 5/13/14 to 5/16/14		Wildcat Park 5/13/14 to 5/16/14	
	Eastbound	Westbound	Eastbound	Westbound	Eastbound	Westbound
50th Percentile (MPH)	27	26	26	28	25	25
85th Percentile (MPH)	32	31	32	34	30	31
95th Percentile (MPH)	35	34	35	37	34	35
Speeds > 30 MPH	473	396	518	662	389	477
Speeds > 35 MPH	75	40	69	156	44	93
Speeds > 40 MPH	16	5	11	26	8	21
Vehicles						
1 to 15 MPH	68	64	122	90	113	84
16 to 20 MPH	102	135	145	86	198	227
21 to 25 MPH	422	466	419	272	718	688
26 to 30 MPH	893	844	876	741	1003	962
31 to 35 MPH	473	396	518	662	389	477
36 to 40 MPH	75	40	69	156	44	93
41 to 45 MPH	14	5	9	26	8	18
46 to 50 MPH	2	0	2	0	0	3
51 to 55 MPH	0	0	0	0	0	0
Total Vehicles	2049	1950	2160	2033	2473	2552



Parallel = 26 Stalls  
35° = 38 Stalls  
45° = 48 Stalls

34-68885  
25-48152  
23-74864





W SAINT JOHN ST

W PINE ST

W PINE ST

Parallel = 15 Stalls  
35° = 21 Stalls  
45° = 27 Stalls

27° = 2.9322°

25° = 5.4324°

30° = 2.9305°

W WALNUT ST

W GRANT AVE

# City of Garden City

## Traffic Dept.

Alley Traffic Count  
 2000 blk of Crestway Dr. South Alley  
 2020 Crestway Dr is the location

Site Code: 2  
 Station ID: 2

Latitude: 0' 0.0000 Undefined

Start Time	14-Apr-14		Tue		Wed		Thu		Fri		Sat		Sun		Average Da	
	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.
12:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
12:15	*	*	*	0	0	1	0	0	0	*	*	*	*	*	0	0
12:30	*	*	*	1	0	1	0	0	0	*	*	*	*	*	0	1
12:45	*	*	*	1	0	0	0	2	0	*	*	*	*	*	0	1
01:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
01:15	*	*	*	1	0	1	0	0	0	*	*	*	*	*	0	1
01:30	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
01:45	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
02:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
02:15	*	*	*	0	0	0	0	1	0	*	*	*	*	*	0	0
02:30	*	*	*	1	0	1	0	1	0	*	*	*	*	*	0	1
02:45	*	*	*	0	0	1	0	0	0	*	*	*	*	*	0	0
03:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
03:15	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
03:30	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
03:45	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
04:00	*	*	*	1	0	0	0	1	0	*	*	*	*	*	0	1
04:15	*	*	*	1	0	0	0	0	0	*	*	*	*	*	0	0
04:30	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
04:45	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
05:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
05:15	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
05:30	*	*	*	1	0	1	0	0	0	*	*	*	*	*	0	1
05:45	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
06:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
06:15	*	*	*	1	0	0	0	0	0	*	*	*	*	*	0	0
06:30	*	*	*	0	0	1	0	0	0	*	*	*	*	*	0	0
06:45	*	*	*	0	0	0	0	0	10	*	*	*	*	*	3	0
07:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
07:15	*	*	*	1	1	1	0	0	0	*	*	*	*	*	0	1
07:30	*	*	*	1	0	0	0	0	0	*	*	*	*	*	0	0
07:45	*	*	*	0	0	0	0	0	1	*	*	*	*	*	0	0
08:00	*	*	*	0	1	0	0	0	0	*	*	*	*	*	0	0
08:15	*	*	*	0	0	0	1	0	0	*	*	*	*	*	0	0
08:30	*	*	*	1	0	0	0	0	0	*	*	*	*	*	0	0
08:45	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
09:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
09:15	*	*	*	1	1	0	1	0	0	*	*	*	*	*	1	0
09:30	*	*	*	1	0	0	0	0	0	*	*	*	*	*	0	0
09:45	*	*	*	0	0	0	0	0	2	*	*	*	*	*	1	0
10:00	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
10:15	*	*	*	0	0	0	0	0	0	*	*	*	*	*	0	0
10:30	*	*	*	0	0	0	1	0	0	*	*	*	*	*	0	0
10:45	*	*	0	0	0	0	0	0	0	*	*	*	*	*	0	0
11:00	*	*	0	0	0	1	0	0	0	*	*	*	*	*	0	0
11:15	*	*	0	0	0	0	0	0	0	*	*	*	*	*	0	0
11:30	*	*	0	0	0	0	0	0	0	*	*	*	*	*	0	0
11:45	*	*	0	0	1	0	2	0	*	*	*	*	*	*	1	0
Total	0	0	0	13	4	9	5	5	13	0	0	0	0	0	6	7
Day Total	0		13		13		10		13		0		0		13	
% Splits	0.0%	0.0%	0.0%	100.0%	30.8%	69.2%	50.0%	50.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	46.2%	53.8%
Peak Vol.	-	-	-	00:30	07:15	12:00	11:00	12:00	06:00	-	-	-	-	-	06:00	00:30
P.H.F.	-	-	-	3	2	2	2	2	10	-	-	-	-	-	3	3
				0.750	0.500	0.500	0.250	0.250	0.250						0.250	0.750

ADT            ADT 15            AADT 15

Crestline Dr - alley Traffic Counts

# City of Garden City

## Traffic Dept.

Site Code: Alley #1  
Station ID: 1

Latitude: 0' 0.0000 Undefined

Start Time	31-Mar-14		Tue		Wed		Thu		Fri		Sat		Sun		Average Da				
	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.			
12:00	*	*	*	*	*	0	0	0	0	2	*	*	*	*	0	1			
12:15	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
12:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
12:45	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
01:00	*	*	*	*	*	0	0	1	0	0	*	*	*	*	0	0			
01:15	*	*	*	*	*	0	0	1	0	0	*	*	*	*	0	0			
01:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
01:45	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
02:00	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
02:15	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
02:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
02:45	*	*	*	*	*	1	0	0	0	1	*	*	*	*	0	1			
03:00	*	*	*	*	*	0	0	1	0	0	*	*	*	*	0	0			
03:15	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
03:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0			
03:45	*	*	*	*	*	1	0	0	0	0	*	*	*	*	0	0			
04:00	*	*	*	*	*	1	0	0	0	*	*	*	*	0	0				
04:15	*	*	*	*	*	1	0	0	0	*	*	*	*	0	0				
04:30	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
04:45	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
05:00	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
05:15	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
05:30	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
05:45	*	*	*	*	*	1	0	0	0	*	*	*	*	0	0				
06:00	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
06:15	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
06:30	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
06:45	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
07:00	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
07:15	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
07:30	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
07:45	*	*	*	*	*	0	1	0	0	*	*	*	*	0	0				
08:00	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
08:15	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
08:30	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
08:45	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
09:00	*	*	*	*	*	0	0	0	1	*	*	*	*	0	0				
09:15	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
09:30	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
09:45	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
10:00	*	*	*	*	*	0	0	0	0	*	*	*	*	0	0				
10:15	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0				
10:30	*	*	*	*	0	0	1	0	0	*	*	*	*	0	0				
10:45	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0				
11:00	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0				
11:15	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0				
11:30	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0				
11:45	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0				
Total	0	0	0	0	0	5	5	2	5	3	1	4	3	0	0	0	0	0	2
Day Total	0	0	0	0	0.0%	100.0%	40.0%	60.0%	25.0%	75.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%			
Peak	-	-	-	-	-	03:30	07:00	00:30	08:15	12:00	-	-	-	-	-	12:00			
Vol.	-	-	-	-	-	3	1	2	1	2	-	-	-	-	-	1			
P.H.F.						0.750	0.250	0.500	0.250	0.250						0.250			

ADT                      ADT 5                      AADT 5

Crestline Dr - alley Traffic Counts

# City of Garden City

## Traffic Dept.

Site Code: Alley #2  
Station ID: 2

Latitude: 0' 0.0000 Undefined

Start Time	31-Mar-14		Tue		Wed		Thu		Fri		Sat		Sun		Average Da			
	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.		
12:00	*	*	*	*	*	0	0	0	0	1	*	*	*	*	0	0		
12:15	*	*	*	*	*	1	0	0	0	0	*	*	*	*	0	0		
12:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
12:45	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
01:00	*	*	*	*	*	0	0	1	0	0	*	*	*	*	0	0		
01:15	*	*	*	*	*	0	0	1	0	0	*	*	*	*	0	0		
01:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
01:45	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
02:00	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
02:15	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
02:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
02:45	*	*	*	*	*	0	0	0	0	1	*	*	*	*	0	0		
03:00	*	*	*	*	*	1	0	1	0	0	*	*	*	*	0	1		
03:15	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
03:30	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
03:45	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
04:00	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
04:15	*	*	*	*	*	2	0	0	0	*	*	*	*	*	0	1		
04:30	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
04:45	*	*	*	*	*	0	0	1	0	*	*	*	*	*	0	0		
05:00	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
05:15	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
05:30	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
05:45	*	*	*	*	*	1	0	0	0	*	*	*	*	*	0	0		
06:00	*	*	*	*	*	0	0	0	0	0	*	*	*	*	0	0		
06:15	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
06:30	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
06:45	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
07:00	*	*	*	*	*	0	0	1	0	*	*	*	*	*	0	0		
07:15	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
07:30	*	*	*	*	*	0	1	0	0	*	*	*	*	*	0	0		
07:45	*	*	*	*	*	0	1	0	0	*	*	*	*	*	0	0		
08:00	*	*	*	*	*	0	0	1	0	*	*	*	*	*	0	0		
08:15	*	*	*	*	*	1	0	0	0	*	*	*	*	*	0	0		
08:30	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
08:45	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
09:00	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
09:15	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
09:30	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
09:45	*	*	*	*	*	0	1	0	0	*	*	*	*	*	0	0		
10:00	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
10:15	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
10:30	*	*	*	*	*	0	1	0	0	*	*	*	*	*	0	0		
10:45	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
11:00	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
11:15	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
11:30	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
11:45	*	*	*	*	*	0	0	0	0	*	*	*	*	*	0	0		
Total	0	0	0	0	0	6	6	4	6	0	2	2	0	0	0	0	0	2
Day Total	0		0		6		10		2		0		0		2			
% Splits	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	40.0%	60.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%		
Peak	-	-	-	-	-	03:30	07:00	00:30	-	12:00	-	-	-	-	-	02:15		
Vol.	-	-	-	-	-	2	2	2	-	1	-	-	-	-	-	1		
P.H.F.						0.250	0.500	0.500		0.250						0.250		

ADT                      ADT 6                      AADT 6

# Garden City Housing Authority

606 Pershing • Garden City, KS 67846 • 620.276.1240



## MEMORANDUM

Date: July 3, 2014

To: Governing Body

From: Robyn Graffia, Executive Director

RE: Garden City Housing Authority Resident Board Member Vacant Position

---

### Issue:

- Open Resident Board Member Position

### Background:

- Jessica Sondergaard resigned from the Garden City Housing Authority Board
- One applicant: Louis Fred Sharp

### Alternatives:

- Appoint Louis Fred Sharp to fill the vacant position on the housing authority board.
- Governing body selecting another candidate to fill the position.

### Board's Recommendations:

- Board recommends appointing Louis Fred Sharp to fill the vacant position on the Garden City Housing Authority Board.

The Garden City Housing Authority Board requests Governing Body consideration on the above item.

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: L. J. Sharp HOME PHONE: 271-0909

ADDRESS: 606 Perching #101 WORK PHONE: 0

E-MAIL ADDRESS: 0

OCCUPATION (if employed): retired

PLACE OF EMPLOYMENT: 0

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY: 20+ years

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

Communications between residents  
& Board are important. Extremely so.

OTHER APPLICABLE EXPERIENCE: Farmer, rancher, 4-H leader  
& teacher. Was certified drug & alcohol counsel.

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 type="checkbox"/> Parks & Tree            |
| <input type="checkbox"/> Art Grant Committee                | <input type="checkbox"/> Planning Commission     |
| <input type="checkbox"/> Building Safety Board of Appeals   | <input type="checkbox"/> Police/Citizen          |
| <input type="checkbox"/> Cultural Relations                 | <input type="checkbox"/> Recreation Commission   |
| <input type="checkbox"/> Golf                               | <input type="checkbox"/> Traffic Committee       |
| <input type="checkbox"/> Environmental Issues Board         | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Landmarks Commission               |  |
| <input checked="" type="checkbox"/> Local Housing Authority |  |

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

July 3, 2014

Dear Governing Body,

With this letter I am requesting your consideration to elect me for the open position on the Garden City Housing Authority Board of Directors.

I feel that I would be an added asset to the board because I am a current tenant at the housing authority's Pershing Manor complex and will be able to relate on issues that have a direct impact to the tenant body. I feel that communication between tenants and board members is important and I will be able to fill that gap.

Thank you for your consideration on this matter and I look forward to hearing from you in the future.

Sincerely,

A handwritten signature in cursive script that reads "Louis F. Sharp". The signature is written in black ink and is positioned above the typed name and address.

Louis Fred Sharp  
606 Pershing Ave Apt 101  
Garden City, KS 67846



## MEMORANDUM

DATE: July 8, 2014  
TO: Governing Body  
FROM: Sam Curran  
RE: Traffic Advisory Board Vacant Position

---

CITY COMMISSION

ROY CESSNA,  
Mayor

MELVIN DALE

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

Issue:

Open Board Position

Background:

Ron Hall's term expired

Alternatives:

1. Appoint Gerald (Gary) Bennett from KDOT to fill the vacant position
2. Governing Body selecting another candidate to fill the position

Board's Recommendation:

The Board requests Governing Body consideration and approval of appointing Gary Bennett to fill the vacant position on the Traffic Advisory Board.

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)

# TRAFFIC ADVISORY COMMITTEE

Resolution #1760 and Resolution #2114

July Appointments (3 year terms)  
Resolution rewritten December 2005.

(5 members)

Keith Collins - <b>CHAIR (4/7/14)</b> Advanced Mechanic Services 319 N. Eighth  <a href="mailto:keith@amsheartland.com">keith@amsheartland.com</a>	(Oct 2015)	H: 521-1630 W: 272-0230	Appoint	1-Oct-12
Julie Christener - <b>VICE-CHAIR (4/7/14)</b> Office Solutions  <a href="mailto:julie@keygc.com">julie@keygc.com</a>	(Oct 2015)	H: 275-4876 W: 275-7451	Appoint	1-Oct-12
Gloria Allen USD 457 - Transportation  <a href="mailto:Gallen@gckschools.com">Gallen@gckschools.com</a>	(Dec 2016)	H: 275-2817 W: 805-8752 W: 805-8752	Appoint Reappoint	1-Dec-09 17-Dec-13
Vicki Germann Fry Eye Associates <a href="mailto:vgermann@cox.net">vgermann@cox.net</a>	(Aug 2016)	H: 276-7478 W: 275-7248	Appoint	20-Aug-13
Ron Hall KDOT - District 6  <a href="mailto:rhall@ksdot.org">rhall@ksdot.org</a>	<b>(July 2014)</b>	W: 276-3241 H: 275-7919	Appoint Reappointed Reappointed Reappointed	26-Oct-99 25-Jun-02 1-May-05 1-Jul-08 1-Jul-11
Gerald (Gary) Bennett KDOT - District 6  <a href="mailto:gary.bennett@ksdot.org">gary.bennett@ksdot.org</a>	<b>Awaiting Commission Approval To Fill Ron's Position</b>	W: (620) 384-7821 H: 276-0579	Appoint	
Sgt Matt Cole Police Dept. <a href="mailto:matt.cole@gardencityks.us">matt.cole@gardencityks.us</a>		W: 276-1300	Appointment as per Resolution #1760	
Sam Curran Director of Public Works <a href="mailto:sam.curran@gardencityks.us">sam.curran@gardencityks.us</a>		W: 276-1260	Appointment as per Resolution #1760	



# Garden City Recreation

---

310 N. 6<sup>th</sup>, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: [gcrec@garden-city.org](mailto:gcrec@garden-city.org)

## *Memo*

To: City of Garden City, Commissioner's

From: John H. Washington

Subject: Appointment of Board Member

As per resolution, the Garden City Recreation Commission Board has accepted the recommendations of Valerie Hess and/or Myca J Bunch as our fifth Board Member to the Recreation Commission.

The current position held by David DuVall which has resigned his term. Either candidate would finish Mr. DuVall term in February 2016.

Thank You!

John H. Washington, Supt. of Recreation

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Myca J. Bunch HOME PHONE: 620-290-4534

ADDRESS: 1511 E. Fulton WORK PHONE: 620-276-3264

E-MAIL ADDRESS: mbunch@gardencitychamber.net

OCCUPATION (if employed): Vice president

PLACE OF EMPLOYMENT: Garden City Area Chamber of Commerce

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 6 years

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

I worked for parks + rec dept at the City of Wichita and was able to learn about the Rec career field and enjoyed the work. I understand the challenges and rewards that come with operating a successful rec center!

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 type="checkbox"/> Parks & Tree                     |
| <input type="checkbox"/> Art Grant Committee              | <input type="checkbox"/> Planning Commission              |
| <input type="checkbox"/> Building Safety Board of Appeals | <input type="checkbox"/> Police/Citizen                   |
| <input type="checkbox"/> Cultural Relations               | <input checked="" type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Golf                             | <input type="checkbox"/> Traffic Committee                |
| <input type="checkbox"/> Environmental Issues Board       | <input type="checkbox"/> Zoning Board of Appeals          |
| <input type="checkbox"/> Landmarks Commission             |   |
| <input type="checkbox"/> Local Housing Authority          |   |

**RETURN THIS FORM TO:**

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

**GARDEN CITY IS MY TOWN TOO!**

I would be willing to serve on a planning or Advisory Board/Committee.

NAME: Valerie Hess HOME PHONE: 620 275 6586

ADDRESS: 1750 North Shore WORK PHONE: 620 805 2938

E-MAIL ADDRESS: labrier2012@gmail.com

OCCUPATION (if employed): Store mgr

PLACE OF EMPLOYMENT: The Buckle

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 8 years

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

helping community and helping with family & kids event in community for our town

OTHER APPLICABLE EXPERIENCE: \_\_\_\_\_

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Safety Board of Appeals

Planning Commission

Cultural Relations

Police/Citizen

Golf

Recreation Commission

Environmental Issues Board

Traffic Committee

Landmarks Commission

Youth Council

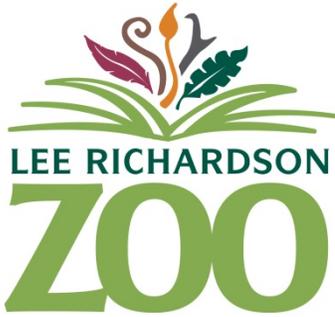
Local Housing Authority

Zoning Board of Appeals

**RETURN THIS FORM TO:**

Superintendent - Attn: John Washington  
Garden City Recreation Commission  
310 N 6<sup>th</sup> St  
Garden City KS 67846

Email: john.washington@gardencityks.us



## Memorandum

Inspiring conservation of  
wildlife and wild places.

KRISTI NEWLAND  
Interim Director/General Curator  
Kristi.Newland@gardencityks.us

HIRAM THOMAN  
Maintenance Foreman  
Hiram.Thoman@gardencityks.us

312 Finnup Drive  
Garden City, KS 67846

Phone (620) 276-1250  
Fax (620)-276-1259  
Zoo.Department@gardencityks.us  
www.leerichardsonzoo.org

*Lee Richardson Zoo is accredited  
by the Association of Zoos and  
Aquariums and is dedicated to  
recreation, conservation,  
education, and scientific studies.*

ACCREDITED BY THE  
**ASSOCIATION  
OF ZOOS &  
AQUARIUMS**

9 July 2014

To: Garden City City Commission

Cc: Matt Allen, City Manager

From: Kristi Newland, Zoo Director

Ref: Zoo Advisory Board Member Recommendation

The Zoo Advisory Board currently has one vacancy created by the departure of Becky Clark who has resigned since she will be moving out of the area.

The Board would like to make the following recommendation for filling the open seat.

The Board recommends the appointment of Kathy Diehl for the open seat, effective Aug 2014. Mrs. Diehl is excited about the opportunity to serve the community and the zoo, and her application is attached for your consideration.

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: KATHY K DIEHL HOME PHONE: 620-275-5085

ADDRESS: 11450 N US HWY 83, GARDEN CITY WORK PHONE: 620-271-0123

OCCUPATION (if employed): BANKING

PLACE OF EMPLOYMENT: AMERICAN STATE BANK & TRUST CO

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 30 years

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

I have always felt strongly about supporting our community by volunteering. I feel that the Zoo is a very important addition to our community, and is a popular attraction for visitors. I would like to be involved in the process of helping our Zoo management continue with the positive programs it provides to our community.

OTHER APPLICABLE EXPERIENCE: CHAMBER OF COMMERCE BOARD FOR TWO YEARS SERVING AS DIRECTOR AND TREASURER, CHAMBER AMBASSADOR FOR 10+ YEARS, UNITED WAY FOR SIX YEARS SERVING AS DIRECTOR AND ALL OFFICER POSITIONS, NATIONAL AND STATE BOARD OF DIRECTOR FOR AERIAL APPLICATORS SERVING AS THE NATIONAL PRESIDENT AND TREASURER.

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

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

**RETURN THIS FORM TO:**

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

**LEE RICHARDSON ZOO BOARD**

(7 members)

Resolution No. 963; Resolution No. 2069; Resolution No. 2196

July appointments

(3 year term, limit- 2 consecutive terms)

First Tuesday, 5:00 p.m.

<b>Debbie Reynolds, Chair</b> Southwind  <a href="mailto:dareynolds50@hotmail.com">dareynolds50@hotmail.com</a>	(July 2017)	275-4080	Appoint reappoint reappoint	6/1/10 7/5/11 7/17/14
Jami Kilgore Fry Eye Associates <a href="mailto:jkilgore@fryeye.com">jkilgore@fryeye.com</a>	(July 2017)	275-7248	Appoint	7/17/14
Jimmy Deal Valley State Bank <a href="mailto:fideal@gmail.com">fideal@gmail.com</a>	(July 2016)	805-6700	Appoint	7/18/13
Evelyn Bowman  <a href="mailto:kentandevelyn@cox.net">kentandevelyn@cox.net</a>	(July 2015)		Appoint reappoint reappoint	3/11/08 6/16/09 6/19/12
Rebecca Clark USD 457 <a href="mailto:rclark-hermocillo@gckschools.com">rclark-hermocillo@gckschools.com</a>	(July 2015)	805-8571	Appoint	6/19/12
Tammy Rieth, sec. Edith Scheuerman  <a href="mailto:trieth@gckschools.com">trieth@gckschools.com</a>	(July 2016)	805-7355	Appoint reappoint reappoint	8/20/09 6/15/10 7/18/13
Taylor Freburg, vice-chair Finney County Youth Services <a href="mailto:tfreburg@finneycounty.org">tfreburg@finneycounty.org</a>	(July 2016)	271-6209	Appoint	7/18/13
Kristi Newland Zoo Director <a href="mailto:Kristi.Newland@gardencityks.us">Kristi.Newland@gardencityks.us</a>				

Updated 6/19/14

# Consent Agenda



COMMUNITY  
DEVELOPMENT  
DEPARTMENT

SERVING  
GARDEN CITY  
HOLCOMB

AND  
FINNEY COUNTY  
620-276-1170

INSPECTIONS  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

CODE COMPLIANCE  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

PLANNING AND  
ZONING  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
PH 620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: June 13, 2014  
Re: GC2014-31, FINAL PLAT – Prairie View Acres Phase One and the Accompanying Development Agreement

---

**ISSUE:** Consideration of the Final Plat of Prairie View Acres, Phase One and consideration of the Development Agreement for the Final Plat of Phase One of Prairie View Acres

**BACKGROUND:** At the request of CJ's Construction, c/o Cornerstone Professional Services, the City Commission is asked to review and consider the final plat for Prairie View Acres Phase One. The entire Prairie View Acres subdivision is approximately 31.55 acres, and this plat, Phase One, will yield 21 lots. The remainder portion of Prairie View Acres will be reserved for Phase Two.

On June 19, 2014, the Planning Commission approved the preliminary plat for the entire Prairie View Acres subdivision. The staff report for the preliminary plat is included at the end of this report. The preliminary plat shows there will be Open Space and Parks Dedication in Phase Two to meet a portion of the requirements.

The applicant is proposing to dedicate a 60' Right-of-Way (R/W) for Prairie View Drive and Lost River Drive. The applicant will be required to dedicate the following easements:

1. A 15' Public Utility Easement (PUE) for the frontage of each lot on Prairie View Drive and Lost River Drive.
2. A 30' SS, STWS, and Drainage Easement for the north portion of lots 1-5 of Block 1.
3. A 15' SS Easement for the south portion of lots 1-7 of Block 2.
4. A 7.5' SS Easement along the west lot line of lot 7 and along the east lot line of lot 8, both of Block 2.

A Development Agreement accompanies the plat and is included for approval. Highlights of the agreement include:

- The developer is to adhere to the requirements mandated in the traffic study. Street improvements to connect Fleming Street north to the Bypass or south with Pioneer Road will be addressed in the Development Agreement that will accompany the final plat of Phase Two. The developer does not feel he should be responsible for all of the costs involved to connect Fleming Street either to the north or south. The developer would like to work with the City and the other land owners to share the costs. However, the Development Agreement stipulates these improvements will need to be completed prior to the approval of the next phase.
- The developer will be required to pay two thousand nine hundred forty dollars (\$2,940.00) in lieu of the parkland dedication. There are twenty one (21) lots with the required fee of two hundred (\$200.00) dollars per lot. The Planning Commission recommended reducing the amount by thirty (30) percent, reducing the fee to one hundred forty (\$140.00) dollars per lot, to offset the open space that will be provided in Phase Two. In addition, the developer will be installing playground equipment in the open space provided in Phase Two. It is the desire of the developer to use the playground equipment to offset this fee and to be



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

**INSPECTIONS**  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

**CODE COMPLIANCE**  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

**PLANNING AND  
ZONING**  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
PH 620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

refunded the two thousand nine hundred forty dollars (\$2,940.00) at the time the equipment is installed.

- On Prairie View Drive, the Developer shall install a fifteen (15) inch sewer and twelve (12) inch water line in lieu of the required eight (8) inch line required for both, with the City paying the differential costs between the two sizes.

The applicant will be required to meet or exceed the Garden City Zoning and Subdivision Regulations for this development.

**PLAT ALTERNATIVES:** The Commission may:

1. Approve the plat
2. Not approve the plat

**DEVELOPMENT AGREEMENT ALTERNATIVES:** The Commission may:

1. Approve the Development Agreement
2. Not approve the Development Agreement

**RECOMMENDATION:** Staff recommends approval of the Plat and Development Agreement.

**PLANNING COMMISSION:** The Planning Commission recommended approval of the plat and recommended a thirty (30) percent reduction for the parkland dedication fee.

Present- 7  
Yea- 7  
Nay- 0

**STAFF REPORT**  
**GC2014-35: Preliminary Plat, Prairie View Acres Subdivision**  
**North Campus Drive, Garden City, KS**

**GENERAL INFORMATION**

<b>Date:</b>	June 13, 2014	<b>Jurisdiction:</b>	Garden City
<b>Owner:</b>	CG Investments, LLC		
<b>Applicant:</b>	CJ's Construction		
<b>Requested Action:</b>	Preliminary Plat for Prairie View Acres Subdivision		
<b>Purpose:</b>	Develop a multifamily housing subdivision		
<b>Location address:</b>	Approximately 3401 North Campus Drive, Garden City (N/2 of NE/4 of S5-T24S-R32W)		
<b>Comprehensive Plan:</b>	Proposed land use is consistent with the Comprehensive Plan		
<b>Sites Existing Zoning:</b>	"R-3" Multifamily Residential District		
<b>Surrounding Zoning:</b>	North "G-C" General Commercial and "R-3" Multifamily Residential Districts South "A" Agriculture District East "C-2" General Commercial and "R-3" Multifamily Residential Districts West "A" Agriculture District		
<b>Land Area:</b>	Contains 31.55 acres +/-		
<b>Notice Date:</b>	This project was published and noticed by mail as required by code.		

**COMMENTS & REQUIRED IMPROVEMENTS**

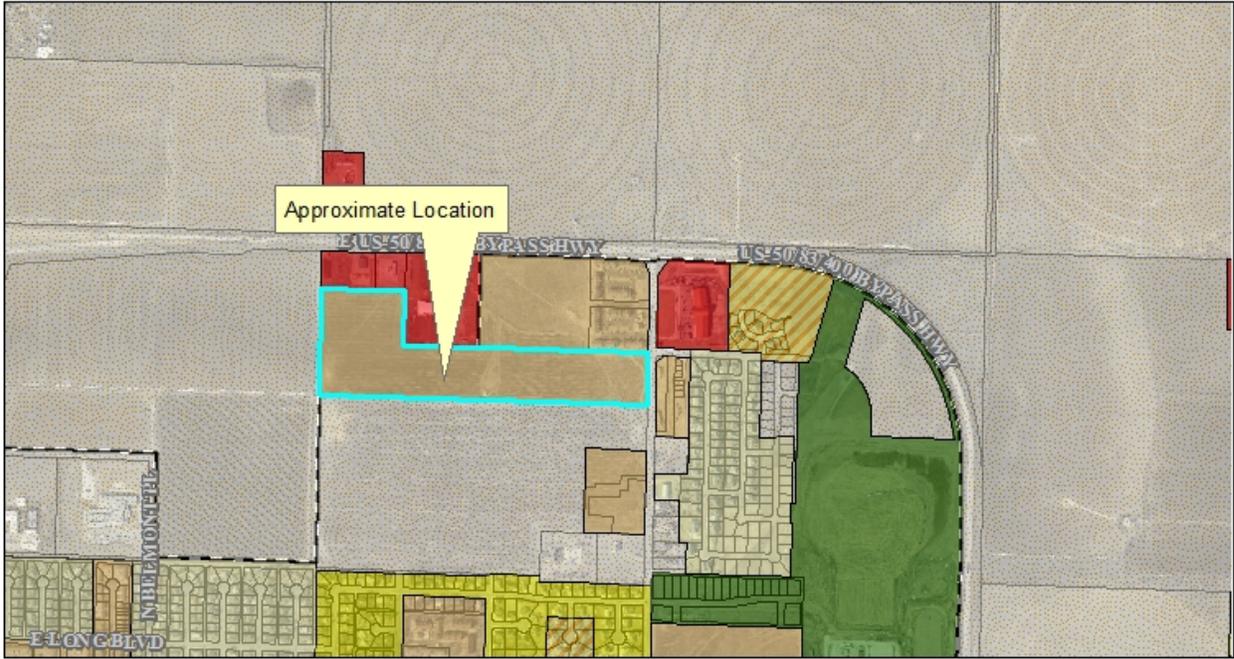
1. The applicant is requesting approval of a preliminary plat for the Prairie View Acres Subdivision. This preliminary plat was recommended by the planning commission on March 13, 2014 and the City Commission approved the preliminary plat on April 1, 2014. The original preliminary plat did not include phases. This is a resubmittal of the plat that includes phases.
2. The applicant plans to build five (5), thirty six (36) unit apartment buildings; twelve (12), four-plexes; and nineteen (19), duplexes.
3. Staff has reviewed the original preliminary plat and attached the comments to this report for your review.
4. Staff found that in general the plat is in compliance with regulations.
5. The applicant has performed a traffic study, and will be required to fulfill all recommendations from the study.
6. The applicant shall be required to adhere to all other regulations outlined in the Subdivision Regulations, unless otherwise approved by the planning commission.

**RECOMMENDATION**

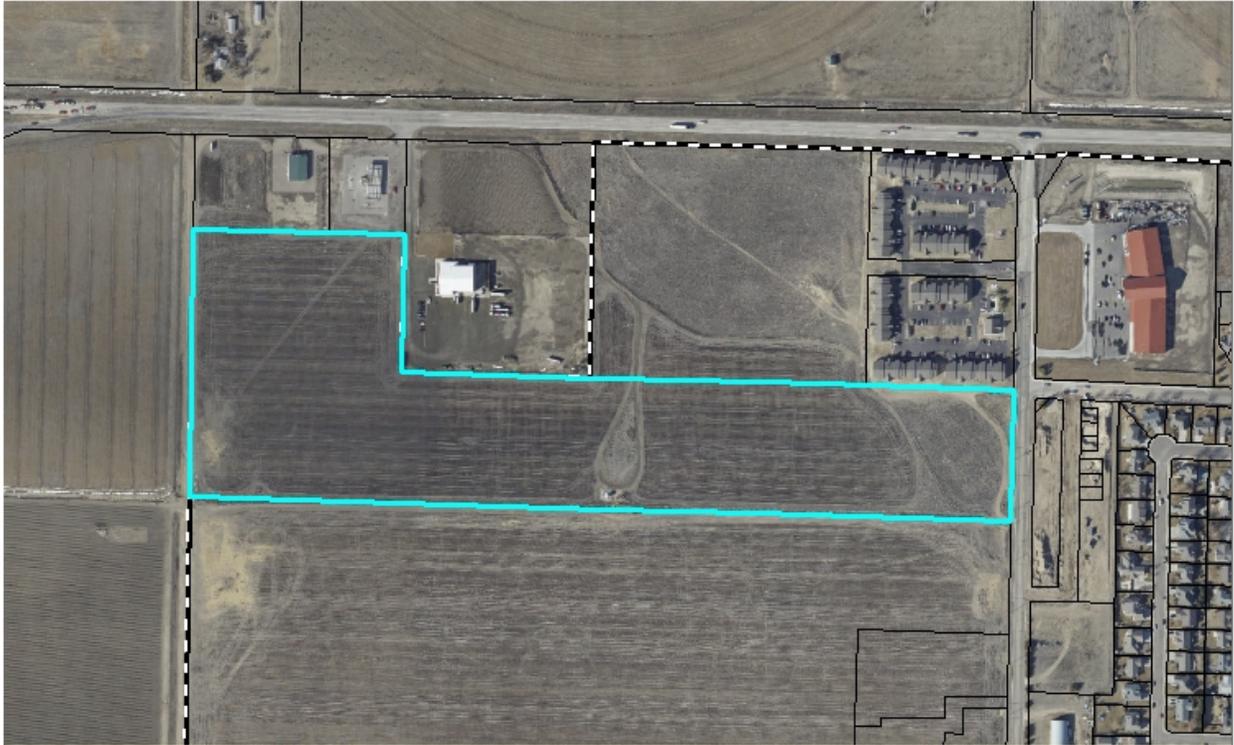
Staff recommends approval contingent on items 5-6.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommended to approve the Plat and recommended to reduce the required park land dedication by thirty (30) percent. The reduced thirty (30) percent fee is listed in the Development Agreement that accompanies the final plat of Phase One of Prairie View Acres subdivision.

Members Present- 7  
Yea vote- 5  
Nay vote- 2



Case Number: GC2014-09  
Applicant: CJ's Construction  
Address: Approx 3401 N. Campus  
Request: Preliminary Plat



## GC2014-09 SITE PLAN REVIEW COMMENTS FOR PRAIRIE VIEW ACRES

### GENERAL INFORMATION

<b>Revision Date:</b>	N/A	<b>Status:</b>	<b>Pending Planning Commission Approval</b>
<b>Original Review Date:</b>	January 30, 2014	<b>Jurisdiction:</b>	Garden City
<b>Owner:</b>	CJ's Construction?	<b>Phone:</b>	(319) 665-8516
<b>Architect / Engineer:</b>	Hall and Hall Engineers, Inc.	<b>Contact Info:</b>	(319) 362-9548
<b>Requested Action:</b>	Review of Preliminary Plat prior to Planning Commission		
<b>Purpose:</b>	Develop a Multi-Family Housing Subdivision		
<b>Location address:</b>	N/2 of NE/4 of S5-T24S-R32W		

### REVIEW COMMENTS:

1. **ZONE:** "R-3" Multi-Family District.
2. **INGRESS / EGRESS** – Obtaining access to the bypass by extending Fleming to the North had been discussed previously, have there been any attempts to pursue this? If Fleming cannot be extended to the North then extending Fleming to the South may be required. Because there are so many units having primary access along Prairie View Drive as well as the 180 apartment units also only having egress onto Campus from Prairie View Staff anticipates the need for a traffic study detailing possible impacts and how traffic will be handled, e.g. what traffic calming devices may be used to mitigate issues on Prairie View.
3. **EASEMENTS:** An easement for the waterline running around the apartments should be included.
4. **ALLEYS:** Will there be alleys behind the lots facing Prairie View Drive?
5. **WALKING TRAIL:** The Comprehensive Plan of the City shows a walking trail along the south property line. Previous discussions had included a ten foot (10') wide walking trail along the southern property line which is not shown on this preliminary plat.
6. **PARKLAND AND GREEN SPACE:** Subdivision Regulations require two (2) acres per one hundred (100) dwelling units or a minimum of four (4) acres of land to be dedicated or reserved for parks or open space or make a payment-in-lieu of such space in the amount of \$200.00 per lot to the City. Please address how you will be meeting this requirement.

*** FOR OFFICE USE ONLY ***	
<b>Status:</b>	<b>Pending Planning Commission Approval</b>
<b>Date:</b>	1/30/2014
<b>Name &amp; Title Of Authorizing Official:</b>	Sam Henderson, Assistant Director
<b>Signature:</b>	

**LEGAL:**

1. SURVEYED TRACT LEGAL DESCRIPTION (SEE DEED IN BOOK 216, PG. 32):  
 "A TRACT OF LAND IN THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE THIRTY-TWO (32) WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION FIVE (5); THENCE AT A BEARING BASED ON THE HIGHWAY EASEMENT RECORD DATED 7-9-81 OF SOUTH 01°06'00" WEST ALONG THE EAST LINE OF SECTION FIVE (5) FOR A DISTANCE OF 880.10 FEET TO A FOUND PK NAIL BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°06'00" WEST TO A FOUND 5" DIAMETER R-BAR CAPPED "MLS 1114" A DISTANCE OF 417.92 FEET; THENCE NORTH 88°19'08" WEST TO A FOUND 5" DIAMETER R-BAR CAPPED "MLS 1114" AND THE NORTH-SOUTH HALF SECTION LINE A DISTANCE OF 2,641.64 FEET; THENCE NORTH 0°58'40" EAST ALONG THE NORTH-SOUTH HALF SECTION LINE TO A FOUND 1/2" DIAMETER R-BAR A DISTANCE OF 850.49 FEET; THENCE SOUTH 88°20'32" EAST ALONG THE SOUTH LINE OF A DEED RECORDED IN VOL. 99, PAGE 959 TO A FOUND 1/2" DIAMETER R-BAR A DISTANCE OF 663.01 FEET; THENCE SOUTH 0°50'32" WEST TO A SET 1/2" DIAMETER R-BAR CAPPED "LOT TAYLOR KALS 665" A DISTANCE OF 438.52 FEET; THENCE SOUTH 88°27'00" EAST PARTIALLY ALONG THE SOUTH LINE OF THE "REPLAT OF THE TRAILS, FIRST PLAT," A DISTANCE OF 1978.42 FEET TO THE POINT OF BEGINNING.

**OWNER:**

BIBLE CHRISTIAN CHURCH  
 1501 E MARY STREET  
 GARDEN CITY, KS 67846  
 (620) 276-8586

**APPLICANT:**

CJS CONSTRUCTION, INC.  
 %CORY HODAPP  
 955 236TH STREET  
 NORTH LIBERTY, IA 52317  
 (319) 665-8516  
 cjs\_construction@yahoo.com

**DEVELOPER:**

THE REAL ESTATE SHOPPE, INC.  
 %MARTIN NUSSER, CCIM  
 1135 COLLEGE DRIVE, SUITE E  
 GARDEN CITY, KS 67846  
 (620) 275-7421 EXT 207  
 mnutser@gcnet.com

**ENGINEER:**

HALL AND HALL ENGINEERS, INC.  
 %JOSH ENTLER, EI  
 1860 BOYSON ROAD  
 HIAWATHA, IA 52233  
 (319) 362-9548  
 josh@halleng.com

**SURVEYOR:**

CORNERSTONE PROFESSIONAL SERVICES  
 %KEN PARKS, PLS  
 1555 NORTH SHORE CIRCLE  
 GARDEN CITY, KS 67846  
 (620) 272-7592  
 kenp@wsnsst.org

**NOTES:**

- TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY: CORNERSTONE PROFESSIONAL SERVICES (c) 1555 NORTH SHORE CIRCLE GARDEN CITY, KS 67846 (620)272-7592 SURVEY DATED: 18TH OCTOBER 2013 DATUM: NAD83, KANSAS STATE PLANE SOUTH ZONE, FOOT

**USE:**

EXISTING: VACANT LAND  
 PROPOSED: MULTI-FAMILY RESIDENTIAL

**ZONING:**

EXISTING: R-3  
 PROPOSED: R-3 (NO CHANGE)

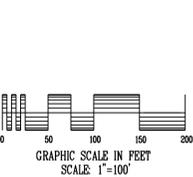
**DIMENSIONAL STANDARDS (R-3):**

FRONT SETBACK: 20 FT.  
 SIDE SETBACK: 5 FT.  
 REAR SETBACK: 25 FT.  
 COLLECTOR SETBACK: 80 FT.  
 ARTERIAL SETBACK: 100 FT.  
 MAX. BUILDING HEIGHT: 45 FT.

**PARKING REQUIREMENTS:**

DUPLEX: (1) SPACE PER DWELLING UNIT  
 FOUR-PLEX: (2) SPACES PER DWELLING UNIT  
 APARTMENTS: (2) SPACES PER DWELLING UNIT

APARTMENT LOT #33:  
 DWELLING UNITS: 144  
 REQUIRED PARKING: 288 SPACES  
 PROVIDED PARKING: 312 SURFACE & 106 GARAGE SPACES  
 PROVIDED HC SPACES: 10 SPACES



**UTILITY LEGEND-EXISTING**

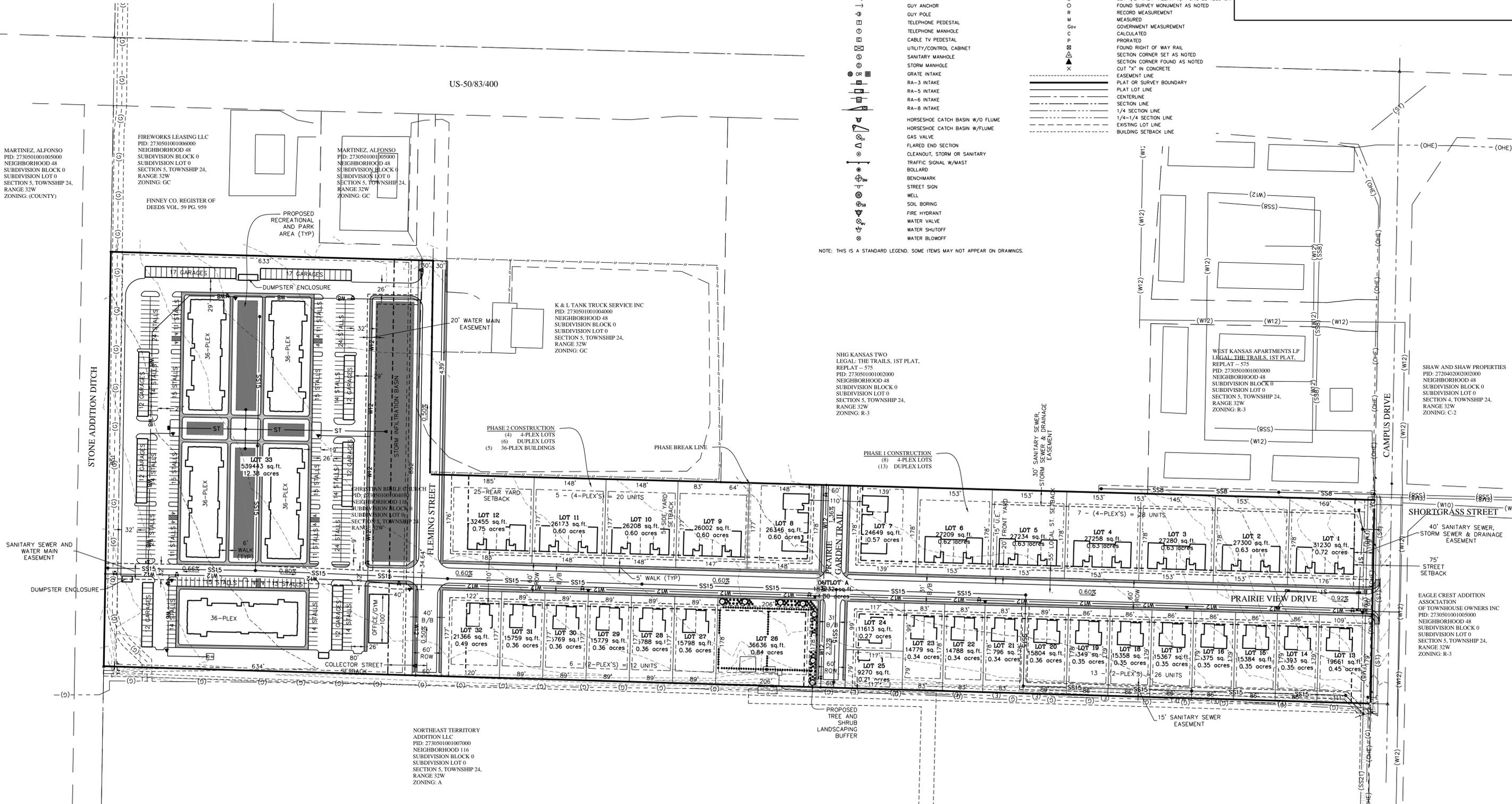
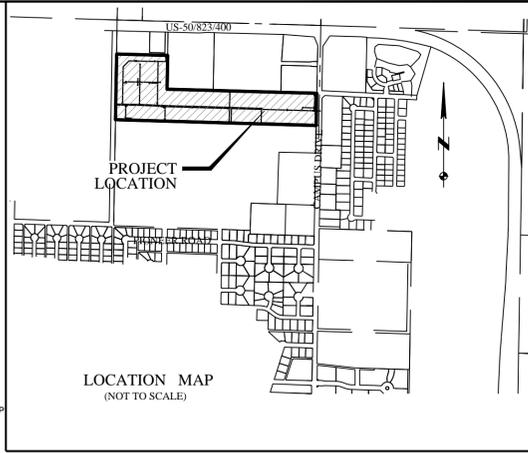
(SS8)	(SS8)	SANITARY SEWER W/SIZE
(S15)	(S15)	STORM SEWER W/SIZE
(F12)	(F12)	SUBDRAIN
(M)	(M)	FORCE MAIN W/SIZE
(W)	(W)	WATER MAIN W/SIZE
(G)	(G)	GAS
(E)	(E)	STEAM
(O)	(O)	ELECTRIC-OVERHEAD
(U)	(U)	ELECTRIC-UNDERGROUND
(C)	(C)	CABLE TV-UNDERGROUND
(T)	(T)	CABLE TV-OVERHEAD
(P)	(P)	TELEPHONE-OVERHEAD
(F)	(F)	FIBER OPTIC-UNDERGROUND
(O)	(O)	FIBER OPTIC-OVERHEAD
(U)	(U)	TELEPHONE-UNDERGROUND
(F)	(F)	FENCE LINE
(S)	(S)	SILT FENCE
(L)	(L)	FLOODPLAIN LIMITS
(F)	(F)	FLOODWAY LIMITS
(C)	(C)	CITY CORPORATE LIMITS
(C)	(C)	CONTOUR LINE
(L)	(L)	LIGHT POLE W/O MAST
(L)	(L)	LIGHT POLE W/MAST
(T)	(T)	TELEPHONE POLE
(P)	(P)	POWER POLE
(A)	(A)	QUI ANCHOR
(P)	(P)	QUI POLE
(P)	(P)	TELEPHONE PEDESTAL
(M)	(M)	TELEPHONE MANHOLE
(C)	(C)	CABLE TV PEDESTAL
(U)	(U)	UTILITY/CONTROL CABINET
(M)	(M)	SANITARY MANHOLE
(M)	(M)	STORM MANHOLE
(G)	(G)	GRATE INTAKE
(R)	(R)	RA-3 INTAKE
(R)	(R)	RA-5 INTAKE
(R)	(R)	RA-6 INTAKE
(R)	(R)	RA-8 INTAKE
(H)	(H)	HORSESHOE CATCH BASIN W/O FLUME
(H)	(H)	HORSESHOE CATCH BASIN W/FLUME
(G)	(G)	GAS VALVE
(F)	(F)	FLARED END SECTION
(C)	(C)	CLEANOUT, STORM OR SANITARY
(T)	(T)	TRAFFIC SIGNAL W/MAST
(B)	(B)	BOLLARD
(B)	(B)	BENCHMARK
(S)	(S)	STREET SIGN
(W)	(W)	WELL
(S)	(S)	SOIL BORING
(F)	(F)	FIRE HYDRANT
(W)	(W)	WATER VALVE
(W)	(W)	WATER SHUTOFF
(W)	(W)	WATER BLOWOFF

**UTILITY LEGEND-PROPOSED**

(SS8)	(SS8)	SANITARY SEWER W/SIZE
(S15)	(S15)	STORM SEWER W/SIZE
(F12)	(F12)	FORCE MAIN W/SIZE
(M)	(M)	WATER MAIN W/SIZE
(G)	(G)	CITY CORPORATE LIMITS
(M)	(M)	SANITARY MANHOLE
(M)	(M)	STORM MANHOLE
(G)	(G)	GRATE INTAKE
(R)	(R)	RA-3 INTAKE
(R)	(R)	RA-5 INTAKE
(R)	(R)	RA-6 INTAKE
(R)	(R)	RA-8 INTAKE
(H)	(H)	HORSESHOE CATCH BASIN W/O FLUME
(H)	(H)	FLARED END SECTION
(C)	(C)	CLEANOUT, STORM OR SANITARY
(F)	(F)	FIRE HYDRANT
(W)	(W)	WATER VALVE
(W)	(W)	WATER SHUTOFF
(W)	(W)	WATER BLOWOFF

**SURVEY LEGEND**

(O)	SET 1/2" x 24" REBAR W/ Parks LS 1289 CAP
(M)	FOUND SURVEY MONUMENT AS NOTED
(R)	RECORD MEASUREMENT
(C)	MEASURED
(P)	GOVERNMENT MEASUREMENT
(C)	CALCULATED
(P)	PROPOSED
(P)	FOUND RIGHT OF WAY RAIL
(S)	SECTION CORNER SET AS NOTED
(S)	SECTION CORNER FOUND AS NOTED
(X)	CUT "X" IN CONCRETE
(E)	EASEMENT LINE
(P)	PLAT OR SURVEY BOUNDARY
(P)	PLAT LOT LINE
(P)	CENTERLINE
(P)	SECTION LINE
(P)	1/4 SECTION LINE
(P)	1/4-1/4 SECTION LINE
(P)	EXISTING LOT LINE
(P)	BUILDING SETBACK LINE



Revision	Description	Revision Number	Date

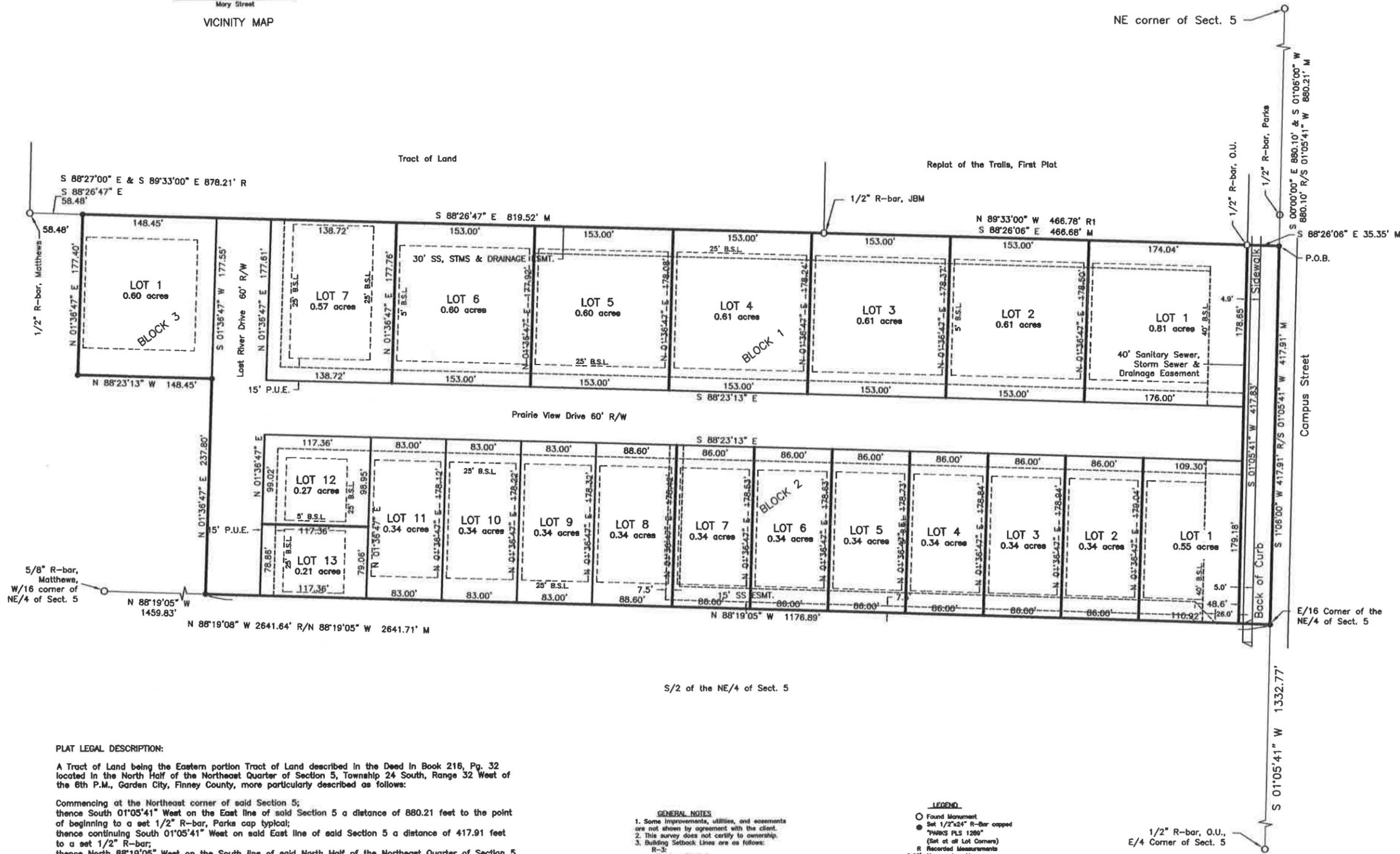
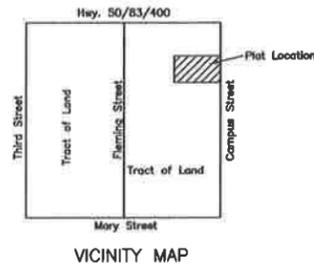
**HALL & HALL ENGINEERS, INC.**  
 1860 BOYSON ROAD  
 HIAWATHA, IA 52233  
 (319) 362-9548  
 www.halleng.com

**PRELIMINARY PLAN FOR PRAIRIE VIEW ACRES IN THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS**

SHEET TITLE: Prairie View Acres Preliminary Plan  
 DESIGNED BY: BDV  
 DRAWN BY: JLE  
 CHECKED BY: KWD  
 DATE: 06/12/14  
 FIELD BOOK NO: XXX  
 SCALE: 1" = 100'  
 SHEET: 1 of 1  
 PROJECT NUMBER: 20131

# PRAIRIE VIEW ACRES - PHASE ONE

A Tract of Land located in the North Half of the Northeast Quarter of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas



**PLAT LEGAL DESCRIPTION:**

A Tract of Land being the Eastern portion Tract of Land described in the Deed in Book 216, Pg. 32 located in the North Half of the Northeast Quarter of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, more particularly described as follows:

Commencing at the Northeast corner of said Section 5;

thence South 01°05'41" West on the East line of said Section 5 a distance of 880.21 feet to the point of beginning to a set 1/2" R-bar, Parks cap typical;

thence continuing South 01°05'41" West on said East line of said Section 5 a distance of 417.91 feet to a set 1/2" R-bar;

thence North 88°19'05" West on the South line of said North Half of the Northeast Quarter of Section 5 a distance of 1178.89 feet to a set 1/2" R-bar;

thence North 01°36'47" East a distance of 237.80 feet to a set 1/2" R-bar;

thence North 88°23'13" West a distance of 148.45 feet to a set 1/2" R-bar;

thence North 01°36'47" East a distance of 177.40 feet to a set 1/2" R-bar;

thence South 88°26'47" East a distance of 819.52 feet to a set 1/2" R-bar;

thence South 88°26'06" East a distance of 466.68 feet to a found 1/2" R-bar, origin unknown;

thence South 88°26'06" East a distance of 35.35 feet to the point of beginning, containing 11.8 acres, more or less.

- GENERAL NOTES:**
- Some improvements, utilities, and easements are not shown by agreement with the client.
  - This survey does not certify to ownership.
  - Building Setback Lines are as follows:
    - R-3 Front is 20 feet
    - Side is 5 feet
    - Rear is the smaller of 25 feet or 20% of the Lot depth
- LEGEND:**
- Found Monument
  - Set 1/2"x24" R-bar capped
  - FWMS PLS 1289" (Set at all Lot Corners)
  - R Recorded Measurements
  - 0.00' Measured = 0
  - P.U.E. Public Utility Easement
  - B.S.L. Building Setback Line
  - SS Sanitary Sewer
  - STMS Storm Sewer

**Boundary Closure Information:**  
 Closure Error Distance = 0.01'  
 Error Bearing = N 55°57'20" E  
 Closure Precision = 1 in 309,216

**SURVEYOR'S CERTIFICATION**  
 This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

**COUNTY SURVEYOR'S CERTIFICATION**  
 This plat has been examined this day of 2014, for compliance with K.S.A. 58-2005.

**OWNER'S CONSENT AND DEDICATIONS**  
 KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public streets, public utility easements and public walking path are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this day of 2014.

Cory Hodapp, President  
 CG Investments, LLC.

State of Kansas ss.  
 Finney County

This consent and dedication was acknowledged before me, the undersigned officer, by this day of 2014.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public (Seal)  
 My commission expires

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

State of Kansas ss.  
 Finney County

This plat has been reviewed and is hereby approved this day of 2014.

Ken Rishel, Chairman Kaleb Kentner, Secretary

**THE CITY OF GARDEN CITY, KANSAS**

State of Kansas ss.  
 Finney County

These public streets, public utility easements and public walking path accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, are hereby dedicated this day of 2014.

Roy Cassano, Mayor Attest: Cayin Hurtado, City Clerk

# DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (Agreement), made and entered into this 15<sup>th</sup> day of July, 2014, by and between the **City of Garden City, Kansas** (“City”) and **CG Investments, LLC**: (“Developer”).

## RECITALS

- A. Developer owns the real property identified and legally described on Exhibit “A” (“Prairie View Acres” or “Property”).
- B. Developer and City each recognize the importance of there being a general plan to guide the growth and development of the Property.
- C. City has adopted regulations concerning development within its corporate limits, consisting of Development Policy, Zoning and Subdivision Regulations, Floodplain Regulations and any amendments thereto adopted and in place upon approval of this Agreement.
- D. City has established and recognizes the zoning as **“R-3” Multiple Family Residential District**.
- F. City has approved a Preliminary Plat for Prairie View Acres (“Preliminary Plat”), a copy of which Preliminary Plat is attached hereto as Exhibit “B”. The Preliminary Plat, which includes the entire Property, illustrates the design, uses and densities that should be allowed to develop the Property.
- G. City has also approved a Final Plat for **Prairie View Acres Phase One** the (“Final Plat”), a copy of which Final Plat is attached as Exhibit “C”.
- H. The approval of the Final Plat by City shall be subject to the approval and recordation of a development agreement mutually agreeable to Developer and City.
- I. The Property is to be developed as follows: **Prairie View Acres Phase One**. This addition consists of twenty one (21) lots, public utility easements, right-of-ways and streets as shown on the Final Plat, a copy of which Final Plat is attached as Exhibit “C”.
- L. Developer and City desire to provide in this Agreement for (i) Developers’ assurances to City that the Property and Prairie View Acres Phase One infrastructure improvements will be developed in accordance with the provisions of this Agreement, the Preliminary Plat, the Final Plat and (ii) City’s assurances to Developer that it will be permitted to develop the Property in accordance with the provisions of this Agreement, the Preliminary Plat, and Final Plat. Nothing in this agreement shall restrict the authority of the City to modify or amend any current policies or regulations.

- M. City and Developer acknowledge that the development of the Property pursuant to this Agreement will significantly benefit Developer by providing the ability to improve the Property.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements set forth in this Agreement, City and Developers state, confirm and agree as follows:

## **AGREEMENT**

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement by this reference.
2. **Definitions.** The following terms and phrases shall have the meaning set forth below:
  - 2.1 *Commencement of Construction* – That date upon which ground is broken in connection with the construction of an infrastructure improvement.
  - 2.2 *Developer* – **CG Investments, LLC.**
  - 2.3 *Exhibits* – A complete list of all Exhibits to this Agreement is found immediately after the signature page.
  - 2.4 *Final Plat* – Prairie View Acres Phase One, as approved by the City Commission on July 15, 2014.
  - 2.5 *Preliminary Plat* – The Preliminary Plat for the development of the Property as previously approved by Area Planning Commission on June 19, 2014 (Copy of Preliminary Plat attached hereto as Exhibit “B”).
  - 2.6 *Property* – Real property known as the Prairie View Acres.
3. **Infrastructure.** All infrastructure improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of infrastructure improvements shall not commence until the plans and specifications have been approved by the City Engineer. All infrastructure improvements shall be constructed prior to the issuance of a Certificate of Occupancy on any lot in **Prairie View Acres**. Below are additional descriptions of the infrastructure improvements to be the responsibility of Developer.
  - (a) **Streets:** Design standards subject to provisions of the Subdivision Regulations and the 2006 General Surface Improvements Handbook. Street and storm sewer construction plans and specifications shall meet the requirements of the City Engineer and the Director of Public Works. Sidewalks shall be required on all interior streets as a condition of building permits, and shall meet the requirements of the 2006 General Surface Improvements

Handbook. Prairie View Drive and Lost River Drive shall be thirty one (31') feet wide measured from back of curb to back of curb paved with either 7" concrete or 6" asphalt

Street improvements made to Fleming Street as to connect Prairie View Acres with either US 50/83 Bypass Highway on the north or with Pioneer Road on the south will be addressed in Phase Two of the Prairie View Acres subdivision. These street improvements shall be completed prior to the approval of the next phase of the property. The Developer shall adhere to any requirements mandated in the traffic study for any additional street improvements.

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

- (b) **Parks & Open Space:** Cash-in-lieu of land dedication of one hundred forty dollars (\$140.00) per lot or two thousand nine hundred forty dollars (\$2,940.00) shall be paid by the Developer upon filing of the plat. (The one hundred forty dollar (\$140.00) fee was derived from the recommendation of the Planning Commission to reduce the standard two hundred dollar (\$200.00) fee by thirty percent (30%) for the 1.86 acres of dedicated open space provided within Prairie View Acres subdivision.)
- (c) **Sanitary Sewer:** On Prairie View Drive, a fifteen (15) inch sewer main with service lines to property line(s) along the south boundary of Lots 1-7, Block 2 and an eight (8) inch main along the north side of Lots 1-4, Block 1 pursuant to the on site Infrastructure Improvement Plan, as approved by the director of Public Utilities. If larger lines are required to serve Prairie View Acres Phase 1, or the area covered by the preliminary plat, Developer shall pay such costs of larger lines. Otherwise, the City shall pay oversize differential costs between eight (8) and fifteen (15) inch mains. Construction plans and specifications shall meet the requirements of the Director of Public Utilities and KDHE.
- (d) **Water Distribution:** Mains with service lines to property line(s), including looping, as approved by the Director of Public Utilities. Twelve (12) inch water lines, unless the City Water Master Plan or Water System Model indicates requirement for larger, shall be constructed to service the subdivision. If larger lines are required

to serve Prairie View Acres Phase 1, or the area covered by the preliminary plat, Developer shall pay such costs of larger lines. Otherwise, the City shall pay oversize differential costs between eight (8) and twelve (12) inch mains. Construction plans and specifications shall meet the requirements of the Director of Public Utilities, and KDHE.

- (e) **Storm Water Drainage and Erosion Control:** Storm water drainage plans, an erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City Engineer. Developer shall submit a Notice of Intent (NOI) for storm water discharge associated with construction activity to KDHE and provide a copy to the City Stormwater Coordinator.
  - Erosion and Sediment Control Guidelines and Specifications per Sections 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
  - Post Construction Stormwater Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*
- (f) **Others:** See subsequent provisions with regard to electrical, telephone, cable TV, and natural gas.
- (g) **Solid Waste:** Collection for Prairie View Acres Phase One shall be with individual poly carts. Residents shall be responsible for request for service.

3.2 Responsibility for funding and construction of the Infrastructure Improvements: Subject to the provisions herein contained, Developer agrees to assume and satisfy all applicable development costs pursuant to applicable policies of City, and to construct or install, or cause to be constructed or installed, all applicable infrastructure improvements in accordance with such policies.

- (a) *Engineering Fees.* Developer accepts responsibility for all engineering and surveying costs for all infrastructure improvements for the Development, whether such infrastructure improvements are constructed directly by Developer or by City through special assessment procedures. City shall be responsible for inspection of all infrastructure construction. Developer shall pay the City an amount equal to 3.0% of the construction cost of those infrastructure improvements; namely all street, sanitary sewer, water, and storm system costs; constructed at developer expense. Such

fee is the standard charge on construction projects under special assessment financing.

- (b) *Construction Contracts.* For those infrastructure improvements constructed by direct cost of Developer, all contracts issued by Developer for such infrastructure improvements shall include the following:
  - (i) Performance and Payment Bond (1 year) and Statutory Bond, or other maintenance and payment guarantee acceptable and consented to by City.
- (c) *Electrical Distribution Infrastructure improvements.* City policy provides for the installation of all electrical distribution infrastructure improvements where there exists single phase and secondary underground or overhead distribution facilities.

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

- (d) Developer shall be responsible for the cost of installation of gas lines, cable services and telephone lines, in accordance with utility company installation policy and City code of Ordinances of a size adequate to service the Approved Preliminary Plat as determined by the utility company and City.
- (e) *Payment Security.* In consideration for the foregoing, and in compliance with the requirement to provide evidence demonstrating financial capacity to satisfy the associated financial obligations for infrastructure improvements in the Property as stipulated in the Development Policy of City, Developer shall secure and have issued in favor of City a corporate surety bond or a commercial letter of credit in an aggregate amount equal to the actual cost of the infrastructure improvements, in a form acceptable to, and approved by the City Attorney of City. The corporate surety bond or commercial letter of credit shall be intended to assure City that through the period of development of the Property owned by the Developer all municipal services as here-in-before identified will be constructed and paid for by Developer prior to assumption by City.

- 4. **Infrastructure dedication; operation; maintenance.** All infrastructure improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards.

City reserves right to inspect any/all construction at any time. Infrastructure improvements intended to become a part of City system shall, after approval by City in accordance with applicable laws, codes, ordinances, rules and regulations, be dedicated to City. Thereafter, City shall accept the dedication and be solely responsible for the operation and maintenance of the infrastructure improvement, upon completion of the following:

4.1 Developer shall provide a reproducible set of “As-Built” construction drawings and in digital format per City Engineering Department requirements for such infrastructure improvements and plat.

4.2 City maintenance responsibilities are subject to any contractor(s) maintenance bond obligations.

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

6. **Representatives; default; cure period.**

6.1 Appointment of Representatives. City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be the City Manager, and the initial representative for Developer shall be **Cory Hodapp** as identified by Developer from time to time in writing pursuant to Paragraph 7.1. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and the development of the Property pursuant to the Preliminary Plat, Final Plat, and future final plats recorded in accordance with the approved Preliminary Plat.

6.2 Default; cure period. Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.

7. **Notices and filings.**

7.1 Manner of serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall

be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

*City:*           **Matthew C. Allen, City Manager**  
**City of Garden City**  
**301 N. 8<sup>th</sup> Street, P.O. Box 499**  
**Garden City, Kansas 67846**

*Developer:*   **CG Investments, LLC**  
**Attention: Cory Hodapp**  
**955 236<sup>th</sup> St. Suite 3, NE**  
**North Liberty, IA 52317**

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

7.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or seventy-two (72) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever first occurs.

## 8. **General.**

8.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

8.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

8.3 Captions. The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8.4 Adoption of Agreement. This Agreement shall be binding upon City only upon adoption of same by City's Governing Body.

- 8.6 Successors. All of the provisions hereof shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
- 8.7 No Agency/Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between Developer and City.
- 8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- 8.9 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.
- 8.10 Good Standing; Authority. Each of the parties represents and warrants to the other that:
- (a) It is duly formed and validly existing under the laws of Kansas,
  - (b) It is duly qualified to do business in the State of Kansas and is in good standing under applicable state laws, and
  - (c) The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- 8.11 Governing Law. This Agreement shall be construed and interpreted under the laws of Kansas.
- 8.12 Recordation/Agreement To Run With The Land and Effect. This Agreement, except for Exhibits identified and attached, shall be recorded in its entirety with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. **This Agreement shall constitute covenants that run with the land and are binding on successors in interest.** Exhibits "A" through "C" which are too voluminous and/or not in an appropriate form for recording, shall be available for review and inspection during normal business hours at:

**City of Garden City, Kansas  
Planning & Community Development Department  
301 N. 8<sup>th</sup> Street, P.O. Box 998**

**Garden City, Kansas 67846**

- 8.13 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.
- 8.14 Exhibits. The exhibits listed on the page immediately following the signature page are attached hereto and shall be deemed to have been incorporated herein by this reference with the same force and effect as is fully set forth in the body hereof.

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

**CITY OF GARDEN CITY:**

**By:** \_\_\_\_\_  
Roy Cessna, MAYOR

**ATTEST:**

\_\_\_\_\_  
Celyn Hurtado, CITY CLERK

**REVIEWED BY:**

\_\_\_\_\_  
Randall D. Grisell, CITY ATTORNEY

**DEVELOPER – CG Investments, LLC**

**By:** \_\_\_\_\_  
Cory Hodapp, Managing Agent



**NOTICE**

Public notice is hereby given that the City of Garden City, Kansas, a municipal corporation, has entered into a certain Development Agreement dated \_\_\_\_\_, with Cory Hodapp, CG Investments, LLC. therein described as "Developer", covering and upon certain Property described as: **Prairie View Acres** according to the recorded plat thereof.

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

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

Executed by authority of the Board of City Commissioners of the City of Garden City, Kansas, this 15<sup>th</sup> day of July, 2014

**GARDEN CITY, KANSAS**

By: \_\_\_\_\_  
**Roy Cessna, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Celyn Hurtado, CITY CLERK**

STATE OF KANSAS            )  
  )     Ss.  
COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My appointment Expires: \_\_\_\_\_

## **EXHIBITS**

- Exhibit “A”                    Legal Description and Deed – Prairie View Acres**
- Exhibit “B”                    Preliminary Plat – Prairie View Acres**
- Exhibit “C”                    Final Plat – Prairie View Acres Phase One**

## EXHIBIT A

### Legal Description – Prairie View Acres

A Tract of Land in the North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of Section Five (5); Thence at a bearing based on the highway easement record dated 7/9/81 of South 01°06'00" West along the East line of Section Five (5) for a distance of 880.10 Feet to a found PK nail being the point of beginning; Thence continuing South 01°06'00" West to a found 5/8" diameter R-Bar capped "MLS 1114" a distance of 417.92 Feet; Thence North 88°19'08" West to a found 5/8" diameter R-Bar capped "MLS 1114" and the North-South Half section a distance of 2,641.64 Feet; Thence North 0°58'40" East along the North-South half section line to a found 1/2" diameter R-Bar a distance of 850.49 Feet; Thence South 88°26'32" East along the South line of a Deed recorded in Vol. 59, Page 959 to a found 1/2" diameter R-Bar a distance of 663.01 Feet; Thence South 0°50'32" West to a set 1/2" diameter R-Bar capped "Lot Taylor Kals 665" a distance of 438.52 Feet; Thence South 88°27'00" East partially along the South line of the "Replat of The Trails, first Plat", a distance of 1978.42 Feet to the point of beginning.





























# **MEMORANDUM**

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 8 July 2014

**RE:** KDOT FUND EXCHANGE PROGRAM

## ISSUE

KDOT has submitted Agreement No. 440-14, for the 2014 fund exchange program for Governing Body consideration and approval.

## BACKGROUND

This is the fourth year of the fund exchange program. The project this year is the modified seal coat on arterial and collector streets.

## ALTERNATIVES

- 1) Approve the agreement.
- 2) Defer action until a later date.

## RECOMMENDATION

Staff recommends Governing Body approval of the agreement.

## FISCAL

The fund exchange program can allow the City to avoid debt financing or do additional projects. The City will have to borrow funds from the Community Trust Fund until repaid by monthly reimbursements from KDOT.



## **Engineering Department**

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

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

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. BOX 998  
GARDEN CITY, KS  
67846-0998  
620.276.1130  
FAX 620.276.1137  
[www.garden-city.org](http://www.garden-city.org)

PROJECT NO. 28 U-0051-14  
FUND EXCHANGE  
CITY OF GARDEN CITY, KANSAS

## AGREEMENT

This Agreement is between MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT) (the “Secretary”) and the CITY OF GARDEN CITY, KANSAS (the “City”).

### RECITALS:

- A. Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to Secretary.
- B. City desires to exchange all or a portion of City’s annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. Secretary and City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Garden City, Kansas.
- 3. **“Effective Date”** means the date this Agreement is signed by the Secretary or his designee.
- 4. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
- 5. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.

6. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Parties”** means the Secretary and KDOT, individually and collectively, and the City.
8. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
9. **“State Funds”** means State of Kansas transportation funds.

## ARTICLE II

### TERMS OF AGREEMENT:

1. **Secretary Authorization.** Secretary is authorized by City to take such steps as are deemed by Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** City has submitted a program application for this Federal Fund exchange, which is hereby incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
  - (a) When the City requests to use the banked funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to \$313,658.62 in Federal Funds.
  - (b) When the City requests to use the exchanged or banked funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
    - (i) City authorizes Secretary to retain and use \$313,658.62 of City’s annual allotment of Federal Funds for federal fiscal year 2014 in exchange for State Funds at the Exchange Rate.
    - (ii) Secretary shall reimburse City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to \$282,292.76. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
    - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by City.

- (iv) City understands that Secretary may use the retained Federal funds exchanged by City for any federally eligible purpose or project within the State.
- (v) The Secretary will make partial payments to City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) City shall not deposit the exchanged State Funds into the operating budget for the City.
- (b) City shall use the State Funds exchanged pursuant to this Agreement for:
  - (i) specific road and bridge projects, as pre-approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines, including but not limited to roadway construction, reconstruction or rehabilitation, pavement preservation programs, bridge construction, replacement, rehabilitation, repair and removal, construction of low water crossing, safety improvement programs; and
  - (ii) for all phases of the pre-approved road and bridge project including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the road or bridge project, City shall notify Secretary and allow the Secretary to participate in a final review of the road or bridge project. Reviews by the Secretary are not done for the benefit of City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State funds. If, in the judgment of Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, Secretary may terminate this Agreement without further notice. Secretary will not be responsible to City for any reduction in State Funds.

6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal funds. If, due to Congressional funding

restrictions, sufficient Federal funds have not been allocated to City, Secretary shall exchange funds in the amount available.

7. **Audit.** City will participate and cooperate with Secretary in an audit which will occur either annually or by project. City shall make its records and books available to representatives of Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, City shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Right of Way Acquisition.** All right of way acquisition for the project shall be done in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
10. **Legal Authority.** City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
11. **Indemnification.** To the extent permitted by law, City agrees to defend, indemnify, hold harmless, and save Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by City or City's employees.

### ARTICLE III

#### GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary and City and their successors in office.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by

this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- 5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
- 6. **Effective Date.** This Agreement will become effective as of the date signed by Secretary or his designee.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 9 July 2014

**RE:** FIRE FACILITIES STUDY

## ISSUE

At your meeting on June 17th, the Governing Body concurred with the selection committee recommendation to negotiate a professional services agreement with Emergency Services Consulting International (ESCI) for the Fire Facilities Study.

## BACKGROUND

Staff has negotiated a scope of services and fee with ESCI. ESCI submits the attached agreement for consideration and approval. The study will be completed on three to four months.

## ALTERNATIVES

The Governing Body may approve or reject the agreement.

## RECOMMENDATION

Staff recommends Governing Body approval of the agreement with Emergency Services Consulting International, Mooresville NC, in the amount of \$26,000.00.

## FISCAL

Funding is provided in the 2014 Fire Department budget.

*Steve Cottrell*



### **Engineering Department**

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

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

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
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GARDEN CITY, KS  
67846-0998  
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FAX 620.276.1137  
[www.garden-city.org](http://www.garden-city.org)



## PERSONAL SERVICES CONTRACT

This agreement made this 10 day of July 2014, by and between **Garden City (Client)** and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called **ESCI**.

### WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and *ESCI* hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct a **Fire Services Facility Location Study (Project)**.
2. *ESCI* will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to *ESCI* the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay *ESCI* a sum not to exceed **Twenty-Six Thousand Dollars (\$26,000) including expenses**. Client shall pay *ESCI* according to the following schedule:
  - A. 10% due at contract signing
  - B. Monthly payments as work progresses
  - C. Payment shall be made within 30 days of receipt of invoice
4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. The laws of **Kansas** shall govern this agreement.
6. *ESCI* shall comply with all federal, state, and local laws applicable to the work under this agreement.
7. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to *ESCI*. Payment for all work completed and expenses incurred up to the time of termination shall be due immediately upon termination by Client.
8. Amendment. This agreement may be amended by mutual written agreement of all parties.
9. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. *ESCI* is not currently employed by Client and will not be under the direct control of Client. Because *ESCI* is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.
10. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless Client and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or



injury to persons or property arising out of or in connection with the acts and/or any performances or activities of ESCI, ESCI's agents, employees, or representatives under this Agreement.

11. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
12. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

**Garden City**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

**Emergency Services Consulting International**

By:  \_\_\_\_\_ Title: COO Date: 7/10/14  
*Signature*



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## Attachment A

# Scope of Work – Fire Services Facility Location Study

## ***Phase I: Project Initiation***

### **Task 1-A: Project Initiation & Development of Work Plan**

ESCI will develop a project work plan based on this scope of work and converse with the community's project team to gain a comprehensive understanding of the organization's background, goals, and expectations for the project. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

### **Task 1-B: Acquisition & Review of Background Information**

ESCI will request pertinent information and data from the organization's assigned project manager. This data will be used extensively in the analysis and development of the project reports. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current fire department studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning code
- Financial data, including debt information, long-range financial plans and projections
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Facilities and apparatus inventories
- Local collective bargaining agreement(s), if applicable
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

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### **Task 1-C: Stakeholder Input**

The ESCI project team will conduct interviews with and gather information from key personnel including:

- Elected or appointed officials
- Fire department managers and other key staff
- Community planning staff
- Employee and volunteer groups, as necessary
- Others as they may contribute to this project

From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues facing the agency. In addition, the project team will learn more about availability of data necessary to meet projected goals.

### ***Phase II: Evaluation of Current Conditions***

The initial phases of the study focus on a baseline assessment of the current conditions and current service performance. ESCI will conduct an organizational analysis of the department based on the elements included in the following tasks. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

### **Task 2-A: Organization Overview**

An overview of the organization and community will be developed discussing:

- Service area population and demographics
- History, formation, and general description of the fire agency
- Description of the current service delivery infrastructure
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources

### **Task 2-B: Capital Assets and Capital Improvement Programs**

ESCI will review status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of capital assets and their viability for continued use in future service delivery, including:

***Facilities*** – Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Code compliance
- Construction
- Staff facilities
- Safety
- Efficiency
- Environmental issues
- Future viability



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**Apparatus/Vehicles** – Review and make recommendations regarding inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Future needs

### **Task 2-C: Service Delivery and Performance**

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- Demand Study
  - Analysis and geographic display of current service demand by incident type and temporal variation
- Distribution Study
  - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies
- Concentration Study
  - Analysis of response time to achieve full effective response force
  - Analysis of company and staff distribution as related to effective response force assembly
- Reliability Study
  - Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete)
  - Review of actual or estimated failure rates of individual companies (to the extent data is complete)
  - Analysis of call concurrency and impact on effective response force assembly
- Performance Summary
  - Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available)
- Water supply
- Mutual and automatic aid systems

### **Phase III: Future System Demand Projections**

The project moves forward with an assessment of the future community conditions, service demand, and fire protection risks that the organization can be expected to serve. ESCI will conduct an analysis of community growth projections and interpret their impact on emergency service planning and delivery.

### **Task 3-A: Population Growth Projections**

An interpretation of available census and community development data will be provided indicating:

- Population history
- Census-based population growth projections
- Community planning-based population growth projections

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### **Task 3-B: Community Risk Analysis**

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography. This process will be completed with GIS software and will consider:

- Population and population density
- Demographics
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes

### **Task 3-C: Service Demand Projections**

Population growth projections, along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

### ***Phase IV: Future Delivery System Models***

The project concludes with strategies intended to place the organization in a position to successfully serve its future demand and risk. ESCI will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the desired levels of service identified in the previous task at the most efficient cost and best results related to ISO classification. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

ESCI will develop a recommended long-term option for resource deployment that will improve the department's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Any relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel
- Deployment special units or resources
- Additional infrastructure or facilities for administration and support programs

ESCI will evaluate and present in graphical and descriptive format for each of the deployment option(s):

- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance targets
- Potential negative consequences

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## ***Phase V: Development, Review, and Delivery of Project Reports***

### **Task 5-A: Development and Review of Draft Project Report**

ESCI will develop and produce an electronic copy of a draft version of the written report for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

### **Task 5-B: Delivery and Presentation of Final Project Report**

ESCI will complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the general public as necessary and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)



COMMUNITY  
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DEPARTMENT  
SERVING THE  
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## MEMORANDUM

**DATE:** July 9, 2014  
**TO:** Mayor & City Commission  
**FROM:** Kaleb Kentner, Planning & Community Development Director  
**cc:** File  
**RE:** 2014 Vegetation Mowing Applicant

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**Issue:** 2014 Vegetation Mowing Applications for Code Violations

**Background:** The Community Development Department has received a new application from Mark Schiffelbein for vegetation mowing for 2014 at the following rates:

Small Lots- \$30/ hour  
Large Lots- \$70/ hour

Lot size is determined by the Code Compliance Officer.

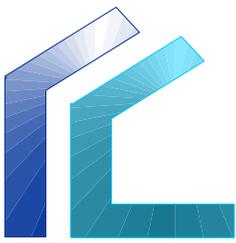
**Alternatives:**

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

**Recommendation:** Staff recommends approving Mr. Schiffelbein's application.

**Fiscal Impact:** Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through either collections or through specials assessed to the property.

# Other Entities Minutes



# Garden City Recreation

310 N. 6<sup>th</sup>, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: [gcrec@gardencityks.us](mailto:gcrec@gardencityks.us)

**Regular Meeting**  
**Monday – June 30, 2014 @ 5:15pm**  
**Recreation Center, 310 N. 6<sup>th</sup> Street**

- 
- I. Call Meeting to Order** – Guest Recognition & New Maintenance Director Chuck Reinert
- II. Approval of Agenda**
- III. Consent Agenda**  
The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.
- Minutes of Regular Meeting for May 2014
  - Financial Reports for May 2014
  - Staff Reports
  - Participation Reports May 2014
- IV. Superintendent Reports**
- 2014 SWKR Golf Tournament (August 15, 2014 @ 9am)
  - Relocation of the Maintenance Division
  - CDRR Grant
- V. New Business**
1. Lewis Hooper and Dick Audit presentation
  2. GCRC 2015 Budget Approval
  3. Designation of July as Park and Recreation Month “Out Is In”
  4. Update on the Water Park Design and construction phase.
  5. Update on the Fitness Center Project
  6. Seeking approval of a management agreement with Stone Development, Inc. for commercial indoor water park facility on Highway 83 and East Schulman Avenue, Garden City, Finney County, Kansas
  7. Relocation of the GCREC Maintenance Division from the GCCC Campus to 2925 E. Mary Street. Additional locations that are closing are Clint Lightener shop will be used for dry storage of pool supplies, 706 E. Maple, West Fulton Storage, East Fulton & 3<sup>rd</sup> Street Storage under review as future Arts Storage and Set Building.
  8. Bid proposal for an equipment purchase for the Garden City Recreation Fitness Center. Closed Bids have been received from Direct Fitness Solutions, Precor Corporate Office and Mid-States Fitness Equipment.
  9. Approval for reimbursement of to the Superintendent for purchases to Sam’s Club for retirement party and concessions.
- VI. Old Business**
- Mr. Hill is recommending a 5<sup>th</sup> & 6<sup>th</sup> grade traveling football team under the GCRC Sports Dept.
- VII. Executive Session** – Recreation Board will go into executive session at \_\_\_\_ for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at \_\_\_\_pm.
- Commission Questions & Comments**
- VIII. Adjournment**

**Next Meeting**

***Special Meeting – Budget Hearing/Certified July 17<sup>th</sup>, 12pm (Noon) at TBA***  
***Regular Meeting July 28, 2014 @ 5:15pm***

**Garden City Recreation Commission  
Minutes  
Monday, May 19, 2014**

**I. Call Meeting to Order (Welcome Valerie Hess)**

Chair Person Anna Urrutia called the meeting to order at 5:17pm. GCRC Board Members present were Marcus Ramos and Alyssa Benavidez. GCRC Staff present were Superintendent John Washington, Assistant Superintendent Donna Gerstner and Finance Director Terri Hahn.

**II. Approval of Agenda**

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

**III. Consent Agenda**

**The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.**

- a. Minutes of Regular Meeting for April 2014**
- b. Financial Reports for April 2014**
- c. Staff Reports**
- d. Participation Reports April 2014**

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

**IV. Superintendents Report**

- a. Big Pool Opening May 24, 2014 @1:00pm** – Reminder that the Big Pool Opens on Saturday May 24, 2014 @1:00pm.
- b. Indoor Waterpark** – Site plan is completed. Agreement is almost complete.
- c. Fitness Facility** – working on blueprints. The building has been moved.
- d. 2014 SWKR Golf Tournament (August 15, 2014 @9am)** – Reminder about the 2014 SWKR Golf Tournament, August 15, 2014 @9am. Please let John know if you are playing.
- e. May 30, 2014-Donna Gerstner retirement party from 3pm – 6pm** here at the Recreation Center. Cake and Snacks provided. – Reminder about Donna Gerstner retirement party of May 30, 2014 at 3pm – 6pm. Please attend.
- f. June 3, 2014 Blue Chip award will be presented at the City Commission meeting at 1pm.** – Reminder about the Blue Chip award that will be presented at the City Commission meeting on June 3, 2014 at 1pm. Please attend.

**V. New Business**

- 1. 2015 Budget Review – John presented the 2015 Budget.** Went over the budget with Board. Garden City Recreation Commission 2015 Budget is look at 2.5 million dollars. Reminder that Lewis Hooper and Dick will be here at the next meeting to go over the 2013 audit.
- 2. Approval for the removal two job descriptions from the policy manual, Assistant Superintendent and Recreation Specialist for Instructional programs.-** John is asking to remove from the Garden City Recreation Commission Policy Manual the Assistant

Superintendent and Recreation Specialist for Instructional Programs. Motion by Marcus Ramos to approve the removal of the job descriptions of Assistant Superintendent and Recreation Specialist for Instructional Programs from the Policy Manual. The motion was seconded by Alyssa Benavidez. Motion carried with all in favor.

**VI. Old Business**

- a. **Mr. Hill is recommending a 5<sup>th</sup> and 6<sup>th</sup> grade traveling football team under the GCRC Sports Department.** – John explained that there will be only two (2) teams of 5 & 6 graders with twenty-one (21) to twenty-five (25) kids on the teams. All Board Members recommended tabling this until the next meeting. Motion by Marcus Ramos to table the 5 & 6 grade traveling football team until the next meeting. The motion was seconded by Alyssa Benavidez. Motion carried with all in favor.

**VII. Executive Session –Recreation Board will go into executive session at \_\_\_\_ for the purpose of discussing Real Property, Personnel and/or Contractual Obligations. The Recreation Board will reconvene into open session at \_\_\_\_\_. Upon Request by the Superintendent or Board Member.**

**Garden City Recreation Commission Questions and Comments**

Chair Person Anna Urrutia asked if there were any family plans at The Big Pool. John explained that there is no family plans, they either pay \$2.00 each or buy coupons at the Activity Center.

Anna also asked with games at the Academy Baseball Field, balls are getting struck under the fence. John explained that this will be getting fixed, rebuilding the fences and PA Booth.

**VIII. Adjournment**

Motion by Alyssa Benavidez to adjourn the meeting. Seconded by Marcus Ramos. Meeting adjourned at 6:07 pm.

Terri Hahn  
Secretary

Approved June 30, 2014

**CITY OF GARDEN CITY**  
**Traffic Advisory Committee**  
**Minutes of Meeting**  
**Monday, June 30, 2014**  
**5:30 p.m.**

**A. Call Meeting to Order:** Keith Collins called the meeting to order at 5:30 p.m.

**B. Members Present:** Gloria Allen, Julie Christner, Keith Collins, Ron Hall, Vicki Germann

**C. Members Absent:** Sgt Matt Cole

**D. Others Present:** CW Harper and Gerald (Gary) Bennett with KDOT

**E. Approval of Minutes:**

- Vicki motioned to amend the April 7, 2014 Minutes by omitting “What would it cost for an island at Belmont” under #J Committee Member Observation by Vicki Germann
- Gloria 2<sup>nd</sup>
- Motion passed

**F. Summary of Current Projects:**

**1. Main Street KLINK Project**

- Proposed start date July
- Reconstruction the intersections of Pine Street, Walnut Street and south side of Kansas Avenue on Main Street in concrete
- Make improvements to the traffic signal at Walnut Street
- Re-strip Main Street to a three lane road with 45% parking stalls

**2. Kansas Avenue GI Widening KLINK Project**

- Proposed bid letting in October
- Construction in spring of 2015

### **3. Rebel Road and Shamus Street Reconstruction Project**

- Late summer construction

### **4. Construct the remaining roads around Old Chicago**

- Late summer construction

### **5. Major Roadway Street Sealing Project (Federal Exchange Program)**

- Waiting on KDOT agreement
- August start date or 2015 summer project

### **6. Annual Street Sealing Program**

- July start date

### **7. Pedestrian and Bike Lane**

- Kansas Avenue – Campus Drive to Wal-Mart
- 10' wide sidewalk
- November bid date
- Spring 2015 construction date

## **G. Information Items – On-going Projects:**

### **1. Public Parking Lots in the Downtown Area**

- The Board has request Staff to investigate changing the configurations of the public parking lots in the Downtown Area to increase the number of parking spaces.

## **H. Old Business:**

### **1. Fair Street Speeding Complaint (Fleming Street to Campus Drive)**

- The City has received a complaint of excessive speeds through this stretch, and Staff has been asked to investigate ways to slow down traffic. The recent speed study shows that 85<sup>th</sup> Percentile Speeds are at or below the posted speed limit. Results from the 2011 and 2014 speed studies are attached for your review

- Fair Street is designated as a “Thru Street,” designed to serve as a continuous link between Fleming Street and Campus Drive. Installing “Stop” signs or closing Fair Street would have negative effects on the City’s traffic flow in this area
- Several exhibits showing traffic calming options along the Fair Street corridor were presented at a public meeting in 2011
- In 2011, the study showed a few speeders going above the speed limit and police enforcement was recommended rather than affecting all traffic with other traffic calming measures
- The residents expressed their concern about the impacts of traffic calming measures – including driveway impacts for some and a loss of on-street parking. Several of the options were shown in front of Wildcat Park property to minimize impacts to residential properties, but residents felt this would then render the park unusable due to a lack of parking. Overall, these impacts were unacceptable to the residents, as they specifically worried about the effects they would have on their property value
- Speed bumps were requested as an option from a resident on Fair Street – Staff replied that the City has avoided putting speed bumps in roadways to avoid liability issues
- A resident asked if “CHILDREN AT PLAY” signs could be installed near the park – Staff explained that studies have suggested this type of sign is ineffective and provides the wrong message to children
- Closing Fair Street in the middle of this stretch and installing cul-de-sacs was presented in 2011. Neither staff nor the residents wanted to pursue this option
- A resident expressed their feeling that signage and police enforcement is the only sensible option. They have lived on Fair Street 31 years and have never had a fear for their children in regards to traffic. They also recognized that they live on a thru street – emergency services use this road too, and didn’t feel shutting it down was appropriate. It seems to them that complaints from a select few are driving this analysis, and feels only police enforcement is needed. Most residents present agreed with this sentiment
- Discussion about lowering the speed limit to 25 mph in all residential areas. Most residents did not feel this was needed and it may cause other problems
- The past motion was to contact the Police Department for more enforcement, especially on weekends and lunch times

- Keith motioned to continue police enforcement
  - He suggested using the police speed trailer at this location or installing flashing radar speed limit signs showing current speeds
- Vicki 2<sup>nd</sup>
- Motion passed

## **2. Review the current criteria for speed control in alleys**

- In 2011, the Committee agreed on the following standard procedures/policies when dealing with future alley requests/complaints:
  - Alleys experiencing excessive traffic volume or speeds due to the alley being used as a thru street or shortcut, the City would investigate installing traffic dips if the minimum traffic level reaches 10 vehicles in an hour
  - Speed limits for alleys were established by City Ordinance at 15 MPH
- Committee felt the current standard procedures/policies created by the 2011 Traffic Committee should not be changed

## **3. Request to change the type of on-street parking spaces on Seventh Street and Eighth Street in the Downtown District**

- A business owner requested to have the City investigate changing the parallel parking on Seventh Street and Eighth Street to angle parking
- Attached drawings show alternatives to the on street parking
- Keith motioned to approve 45° parking on the west side of Seventh Street north of Fulton Street/Seventh Street parking lot to Spruce Street
- Ron 2<sup>nd</sup>
- Motion passed
- Ron motioned to approve 45° parking on the west side of Eighth Street from Laurel Street to St. John Street and eliminating the left turn lane
- Julie 2<sup>nd</sup>
- Motion passed

**I. New Business:**

**1. General Manager for Southard Corporation at 606 E. Kansas is requesting access from Fourth Street for southbound traffic**

- Southard Corporation is asking that the “No Left Turn” sign be removed on Fourth Street. This restriction keeps traffic from blocking the intersection of Fourth Street and Kansas Avenue when northbound traffic backs up at the signal
- Staff requested a five year accident report for the intersection of Third Street and Fourth Street from GCPD. One accident was reported at this location when a vehicle heading northbound on Third Street ran into the “Stop” sign caused by icy conditions
- The committee felt removing the sign would create opportunities for congestion at the Kansas Avenue intersection that could lead to future accidents
- Vicki motioned to deny the request to remove the “No Left Turn” sign
- Keith 2<sup>nd</sup>
- Motion passed

**2. Request for the installation of alley dips and signage behind 2012 E. Crestway Drive to control the excessive traffic volume issue**

- Traffic Study Report is attached for your review
- Julie motioned to deny the request to install dips and signage in the alley since it did not meet the criteria the Committee set in 2011
- Keith 2<sup>nd</sup>
- Motion passed

**3. Request for the installation of alley dips and signage behind 1010 E. Crestline Drive to control the excessive traffic volume issue**

- Traffic Study Report is attached for your review
- Julie motioned to deny the request to install dips and signage in the alley since it did not meet the criteria the Committee set in 2011
- Keith 2<sup>nd</sup>
- Motion passed

**J. Other Business:**

**1. Ron Hall's Term Expires in July**

- Gary Bennett – KDOT
- Suggestions or names
- Keith motioned to nominate Gerald (Gary) Bennett from KDOT to fill Ron Hall's expired term
- Vicki 2<sup>nd</sup>
- Motion passed

**K. Committee Member Observations:**

1. Keith Collins - Chairperson:
2. Julie Christner – Vice-Chairperson:
3. Gloria Allen: Would like to have the Committee revisit the School Zone Signals at Charles Stone
4. Vicki Germann:
5. Ron Hall:
6. Sgt. Matt Cole:

**L. Adjourn Meeting**

- Gloria motioned to adjourn meeting
- Julie 2<sup>nd</sup>
- Motion passed
- Meeting adjourned at 6:48 p.m.

Zoo Advisory Board  
Minutes of Meeting Held  
Tuesday, July 1, 2014

Members Present: Jimmy Deal, Evelyn Bowman, Debbie Reynolds, Tammy Rieth, Jami Kilgore  
Members Absent: Becky Clark, Taylor Freburg,  
Others Present: Kristi Newland, Donna Wohler, Brian Nelson

- I. The meeting was called to order at 5:05
- II. Approval of Agenda – The agenda was approved.
- III. Approval of Minutes – The minutes of the June meeting were approved.
- IV. New Business
  - a. Welcome Jami – Debbie welcomed Jami to the board.
  - b. Zoo Monthly Report – Swift foxes were born; they are managed hands-off so staff is giving the family space. A 2<sup>nd</sup> goral was born. A female siamang was sent and a male received from the Greenville Zoo, so both zoos now have a breeding pair. The second round of interviews for General Curator is underway. The Education Department hosted 3 days of workshops for teachers & childhood professionals. Maintenance put up hog panel around the goral yard to keep the new kids in.
  - c. FOLRZ Report – The Global Bazaar had 34 booths, which is good growth over last year. The Safari Shoppe brought in over \$25,000 last month. The Trolley is back from being detailed and is operating daily. There is a Dine & Donate at Mooyah Tuesday, July 8<sup>th</sup>.
  - d. New Board Member Recommendation – Kristi passed around an application from Kathy Diehl to fill the position vacated by Becky. Jimmy made a motion to appoint Kathy to the Board. The motion was seconded and passed. Kristi will submit the recommendation to City Commission for approval.
  - e. A Wild Affair – September 6 – The theme will be More Fun than a Barrel of Monkeys.
  - f. Bowling for Rhinos – Saturday, July 19 – An AAZK fundraiser for rhino conservation. Will be held at Hard Rock Lanes along with a silent auction.
  - g. Kangaroo Viewing Area – The Maintenance Dept. put in a walkway for closer viewing of the kangaroos and emus.
- V. Old Business
  - a. Elephant Yard Expansion Update – There was interest from contractors after the bid closed, so staff is determining the best time to put the project back out to bid.
  - b. Event Usage Fees Update – The City Commission approved the Facility Use Guidelines and Agreement as presented.
  - c. Giraffe Bullyard Update – Contractors are working on the west pen fence. The 2 male giraffes are now separated and will each have their own yard when the project is finished.
- VI. Board Member Reports
- VII. The meeting was adjourned at 5:51 p.m.

**Next Meeting August 5, 2014 at 5:00 p.m.**