

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, September 1, 2015**  
**1:00 P.M.**

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review and discuss the Friends of Buffalo Dunes Board goals and long range plans. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT    Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
  - A. Marty Dinkel, Director of Finney County RSVP, Inc., requests Governing Body consideration and approval to proclaim September 11, 2015 as Day of Service and Remembrance.
- VII. **REPORT OF THE CITY MANAGER.**
  - A. Staff has provided several items of information for Governing Body review including the following: from Fire Chief Shelton the monthly activity report and from Finance Director Hitz the monthly sales tax report.
  - B. Meetings of note:
    - ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
    - ✓ August 31, 2015 – Special Meeting of the Planning Commission at 9:00 a.m. in the City Administrative Center in the Commission Chambers
    - ✓ September 11, 2015 – Patriot Day luncheon at Knights of Columbus Hall from 11:00 a.m. – 1:30 p.m.
    - ✓ September 11-12, 2015 – Community Mexican Fiesta
    - ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Finnup Center for Conservation Education at 6:00 p.m.
    - ✓ September 16, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
    - ✓ September 18-20, 2015 – Garden City Charity Classic ProAm at Buffalo Dunes Golf Course
    - ✓ September 19, 2015 – Fallfest & Art in the Park 2015, Downtown District from 8:30 a.m. – 3:00 p.m.
    - ✓ September 29, 2015 – Town Hall meeting at the City Administrative Center at 7:00 p.m.

- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 10-12, 2015 – League of Kansas Municipalities Annual Conference – Topeka, Kansas
- ✓ October 17, 2015 – Boo at the Zoo at 4:00 p.m.
- ✓ October 21, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

**VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

- A. Appropriation Ordinance No. 2395-2015A.

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

- A. Ordinance No. \_\_\_\_\_, an ordinance regulating traffic within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, Edition of 2015, with certain omissions, additions, or changes; prescribing additional regulations; providing certain penalties; amending Code Section 86-2; repealing existing Code Section 86-2; all to the Code of Ordinances of the City of Garden City, Kansas.
- B. Ordinance No. \_\_\_\_\_, an ordinance regulating public offenses within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Uniform Public Offense Code for Kansas Cities, Edition of 2015, with certain omissions, additions or changes; amending Code Section 62-2; repealing existing Code Section 62-2; all to the Code of Ordinances of the City of Garden City, Kansas.
- C. The Governing Body is asked to consider and approve the low bid for the General Obligation Bonds which will be received on September 1st at 11:00 am. An Ordinance and Resolution authorizing the bonds are also presented for consideration and approval.
  - 1. Ordinance No. \_\_\_\_\_-2015, an ordinance of the City of Garden City, Kansas, authorizing issuance of the City's General Obligation Tax Increment And Improvement Bonds, Series A, 2015, in the principal amount of \$9,940,000, providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds; authorizing related documents and acts; and making certain covenants with respect to the bonds.
  - 2. Resolution No. \_\_\_\_\_-2015, a resolution prescribing the form and details of General Obligation Tax Increment And Improvement Bonds, Series A, 2015, in the principal amount of \$9,940,000, of the City of Garden City, Kansas, previously authorized by Ordinance No. \_\_\_\_\_-2015 of the City; making certain covenants and agreements to provide for the payment and security of the bonds and authorizing other related documents and acts
- D. Resolution No. \_\_\_\_\_ - 2015, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (404 Florence Avenue - red & silver motorcycle, 1706 W. Kansas Avenue – black 2 door car and 610 St. John Street – white Nissan Sentra)

**X. OLD BUSINESS.**

- A. An update on the progress of the Central Fire Station Addition project is provided. The Governing Body is asked to consider and approve an alternate relocation plan for the 20” watermain.

**XI. NEW BUSINESS.**

- A. Governing Body consideration and approval of Change to the Airport Layout Plan for the Garden City Regional Airport.
- B. The Elephant Stakeholder Committee is requesting Governing Body consideration and approval to relocate the elephants to Cheyenne Mountain Zoo.
- C. Governing Body consideration and approval of a Memorandum of Understanding (MOU) between the City of Garden City, Kansas and Lewis Motors, Inc.
- D. Governing Body consideration and approval of a purchase agreement with Mapcon Technologies, Inc. for computerized maintenance management software.
- E. The Planning Commission will have a special meeting on August 31, 2015 to make a recommendation for final approval to the plat for Meadowlark Addition. Governing Body is asked to consider the plat and findings of the Planning Commission.
- F. The City Commission is asked to consider directing staff to finalize a purchase agreement to acquire the property owned by JBS/Swift (former Con-Agra plant south of US50 east of Farmland Road).
- G. **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 an agreement for Professional Services between the City of Garden City, Kansas and Pinegar, Smith & Associates, Inc.

2. Licenses:

**(2015 New)**

- a) Circle K Store..... Cereal Malt Beverage
- b) Circle K Store..... Cereal Malt Beverage
- c) Circle K Store..... Cereal Malt Beverage
- d) Heartland Retail Construction.....Class A General
- e) Eli Construction.....Class B General
- f) Eli Plumbing.....Class D-P Plumbing w/ Gas

**XII. CITY COMMISSION REPORTS.**

- A. Commissioner Dale

B. Mayor Doll

C. Commissioner Law

D. Commissioner Fankhauser

E. Commissioner Cessna

**XIII. ADJOURN.**

**THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

City of Garden City

August 18, 2015

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, August 18, 2015 with all members present. Commissioner Cessna opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Commissioner Fankhauser moved to approve a request from Russ Tidwell, on behalf of Tumbleweed Festival to waive the sign ordinance and sign fee to allow signs at Valley State Bank, the corner of Campus Street and Spruce Street and the corner of Fleming Street and Kansas Avenue. 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

Congratulations to Randall D. Grisell, City Attorney, on the occasion of being recently elected president of the City Attorneys Association of Kansas (CAAK). He has been a CAAK Board member for many years. City Attorney Grisell has been City Attorney since 1988.

The City's auction was held on Saturday, July 18, 2015. Net proceeds for the City of Garden City were \$17,092.80.

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

Meetings of note:

- ✓ August 15, 2015 Downtown Shop Small Saturday
- ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
- ✓ August 18, 2015 – Clarion Park Estates Ribbon Cutting and Presentation at 9:30 a.m. (Warrior Street, located at the corner of Spruce Street and Jennie Barker Road)
- ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

- ✓ August 21 - 23, 2015 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- ✓ September 11, 2015 – Patriot Day luncheon at Knights of Columbus Hall from 11:00 a.m. – 1:30 p.m.
- ✓ September 11-12, 2015 – Community Mexican Fiesta
- ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Finnup Center for Conservation Education at 6:00 p.m.
- ✓ September 16, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ September 18-20, 2015 – Garden City Charity Classic ProAm at Buffalo Dunes Golf Course
- ✓ September 19, 2015 – Fallfest & Art in the Park 2015, Downtown District from 8:30 a.m. – 3:00 p.m.
- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 17, 2015 – Boo at the Zoo at 4:00 p.m.
- ✓ October 21, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

Appropriation Ordinance No. 2394-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,409,668.47,” was read and considered section by section. Commissioner Cessna moved to approve and pass Appropriation Ordinance No. 2394-2015A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Love’s Travel Stops & Country Stores, Inc., requested annexation of a portion of their property at Harvest Street and US-50/400. Approximately one-half of their property is currently within the city limits.

Ordinance No. 2704-2015, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7),” was read and considered section by section. Commissioner Law moved to approve Ordinance No. 2704-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a Development Agreement between the City of Garden City, Kansas and Love’s Travel Stops & Country Stores, Inc. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At 1:30 p.m., Mayor Doll opened the public hearing for the purpose of the Governing Body hearing questions, concerns and comments from the public in regards to the Reserves at Prairie Ridge Phase III project.

Community Development Director Kentner discussed the project with the Governing Body.

There being no comments from the public, Mayor Doll closed the public hearing.

Ordinance No. 2706 - 2015, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (Reserves At Prairie Ridge Phase III),” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2706-2015. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Bond Counsel Mary Carson prepared an ordinance related to the 2015 General Obligation Bond issue, specifically authorizing the 2015 KLINK project for Governing Body consideration and approval.

Ordinance No. 2705 - 2015, “AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (Reserves At Prairie Ridge Phase III),” was read and considered section by section. Mayor Doll moved to approve Ordinance No. 2705-2015. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Commissioner Law moved to approve an agreement with Wilson & Company, Salina, for a Traffic Impact Study and Surveying for the Meadowlark Dairy Nutrition, LLC dairy processing plant. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Commissioner Cessna moved to approve the following:

1. Governing Body consideration and approval of the Amendment to Agreement for Custodial Services and the Garden City Regional Airport between Jorge Romero d/b/a Jet Air Cleaners and the City of Garden City, Kansas.
2. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Eleazar Carias.
3. Permission for Alejandro Ramirez to reserve Space 7, Lot 51, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
4. Permission for Raquel Salamanca to reserve Space &, Lot 23, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
5. Licenses:

**(2015 New)**

- a) W.H. Bass, Inc.....Class A General
- b) DEEM, LLC. .... Class D-M Mechanical

**(2015 Renewal)**

- c) Kisner Electric ..... Class D-E Electrical
- d) Midtown Services ..... Class D-M Mechanical
- e) Underground Specialists, Inc..... Class E-SOC Specialized Other

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

\_\_\_\_\_  
Janet A. Doll, Mayor

ATTEST:

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

### **City Commission Reports**

Commissioner Cessna stated it was a good update on the Garden City Regional Airport during the pre-meeting and that the enplanement numbers are great. Commissioner Cessna congratulated City Attorney Grisell on his recent election to the president of the City Attorneys Association of Kansas (CAAK).

Commissioner Dale congratulated City Attorney Grisell on his recent appointment to the CAAK. Commissioner Dale reminded everyone to get their ticket to the 2015 Tumbleweed Festival.

Mayor Doll congratulated City Attorney Grisell on new appointment to the President of the CAAK organization. Mayor Doll enjoyed the presentation about the Airport Layout Plan. Mayor Doll stated she attended the ribbon cutting for the Clarion Park Estates housing addition and stated the City is very fortunate to have people in the community like Amro Samy and Cecil and Francis O'Brate.

Commissioner Law congratulated City Attorney Grisell.

Commissioner Fankhauser congratulated City Attorney Grisell. Commissioner Fankhauser commented he attended the ribbon cutting for the Clarion Park Estates housing addition and stated it is a great addition to the City. Commissioner Fankhauser reminded citizens to attend the 2015 Tumbleweed Festival.

**THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS**

City of Garden City  
August 24, 2015

The special meeting of the Board of Commissioners of the City of Garden City was held at 9:00 a.m. at the City Administrative Center on Monday, August 24, 2015 with all members present. Mayor Doll opened the meeting.

Mayor Doll read the Call for Special Meeting, which was signed by all the Commissioners present.

The City, Federal Railroad Administration (FRA), Kansas Department of Transportation (KDOT) and the BNSF Railway Company (BNSF) have completed the necessary documents related to the TIGER VI grant for the Southwest Chief Route Improvement Project.

Commissioner Cessna moved to approve the Grant Agreement between the City of Garden City, Kansas and the Federal Railroad Administration. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the project administration agreement between the City of Garden City, Kansas and the Kansas Department of Transportation. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the agreement for construction of the project between the City of Garden City, Kansas and the Burlington Northern Santa Fe Railway Company. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

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Janet A. Doll, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

# Petitions

## PROCLAMATION

- WHEREAS,** on September 11, 2001, the American people endured with courage and heroism the worst terrorist attack on U.S. soil in the nation's history; and
- WHEREAS,** in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and
- WHEREAS,** community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first-responders and volunteers; and
- WHEREAS,** the Edward M. Kennedy Serve America Act, approved by Congress and enacted into law on April 21, 2009, requested September 11 to be observed and recognized as an annual "National Day of Service and Remembrance" and charged the Corporation for National and Community Services with leading this nationwide effort; and
- WHEREAS,** participating in service and remembrance activities on September 11 is a positive and respectful way to remember the lives of those lost, pay tribute to those who arose in service, and honor those who continue to serve our country today, including veterans, soldiers, military families, and first responders;
- WHEREAS,** September 11th National Day of Service and Remembrance activities are being organized by a wide range of nonprofits, faith-based and community groups, public agencies, educational institutions, private businesses, and other organizations across the nation; and
- WHEREAS,** on September 11, 2015, and on the days leading up to and following this day, citizens of Garden City have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs.

NOW, THEREFORE, I, Janet A. Doll, Mayor of the City of Garden City, Kansas do hereby proclaim September 11, 2015 as

### **Day of Service and Remembrance**

in Garden City, Kansas, and call upon the citizens to honor the lives and memories of those lost on September 11, 2001 through participation in community service and remembrance ceremonies on this day and throughout the year.

**SIGNED AND SEALED** this 1<sup>st</sup> day of September 2015.

\_\_\_\_\_  
*Janet A. Doll, Mayor*

**ATTEST:**

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

# Report of the City Manager

# Staff Reports

# Garden City Fire Department

Garden City, KS

This report was generated on 8/27/2015 11:45:13 AM



## Incident Statistics

Start Date: 07/01/2015 | End Date: 07/31/2015

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		13	
FIRE		69	
<b>TOTAL</b>		<b>82</b>	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			
PRE-INCIDENT VALUE		LOSSES	
<b>\$8,000.00</b>		<b>\$4,500.00</b>	
CO CHECKS			
424 - Carbon monoxide incident		1	
736 - CO detector activation due to malfunction		2	
<b>TOTAL</b>		<b>3</b>	
MUTUAL AID			
Aid Type		Total	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
11		13.41	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Both Stations		0:07:51	
Station 1	0:05:10	0:07:01	
Station 2	0:10:10	0:07:00	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:07:09</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Both Stations		0:01:25	
Station 1	0:02:00	0:01:13	
Station 2	0:01:38	0:01:32	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:25</b>	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Garden City Fire Department		14:56	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus.

# Garden City Fire Department

Garden City, KS

This report was generated on 8/27/2015 11:35:51 AM



StartDate: 07/01/2015 | EndDate: 07/31/2015

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Alarm System Test</b>	
Mercantile	1
<b>INSPECTION TYPE: CMB &amp; Liquor License</b>	
Restaurant	1
<b>INSPECTION TYPE: Company</b>	
Auto Repair	1
Auto Sales and Maintenance	1
Business Office	2
Mercantile	14
<b>INSPECTION TYPE: Complaint</b>	
Business Office	1
Restaurant	1
<b>INSPECTION TYPE: Fire Protection System Inspection</b>	
Church/Places of Worship	1
<b>INSPECTION TYPE: Inspection</b>	
Residential Board & Care	5
<b>INSPECTION TYPE: Reinspection</b>	
Mercantile	1

Locked inspections only.

# Garden City Fire Department

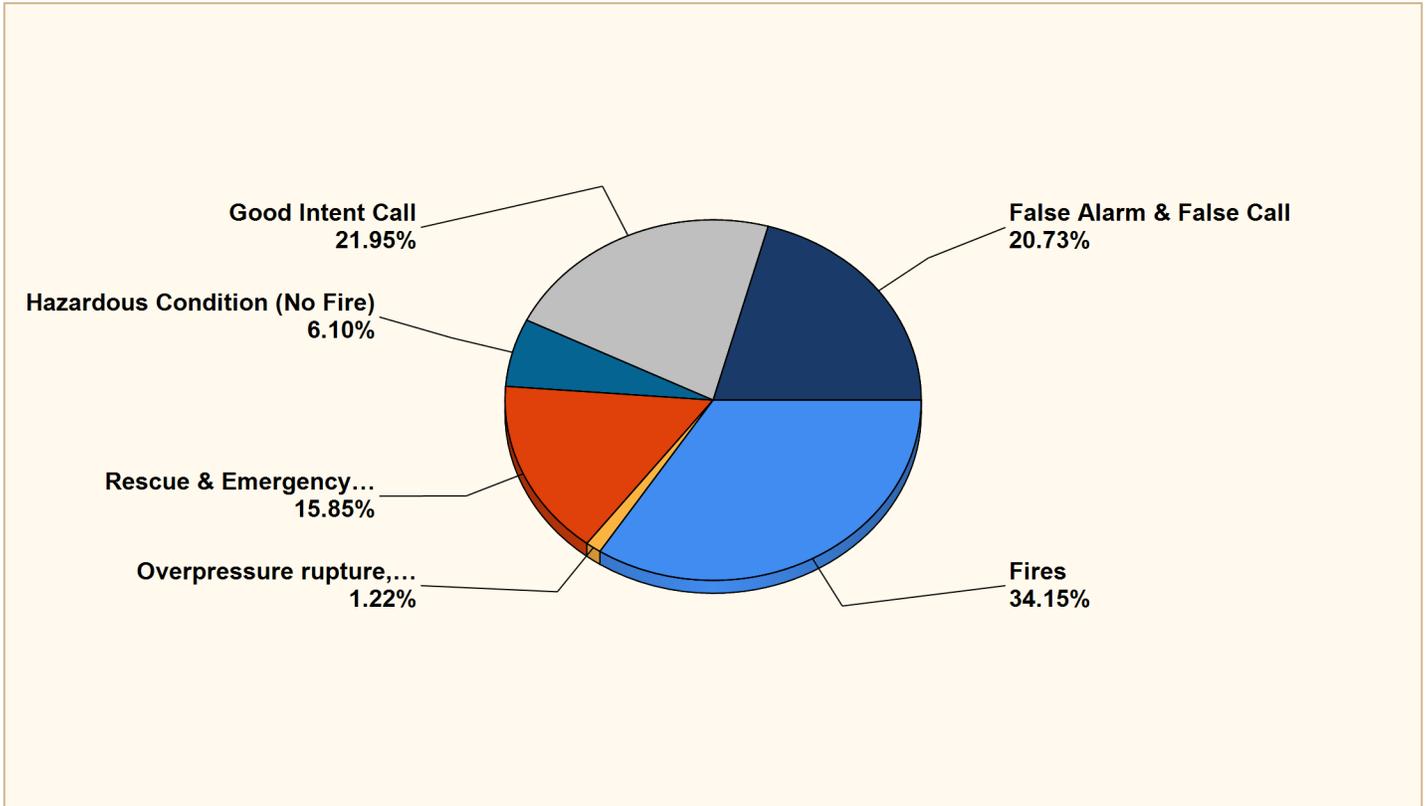
Garden City, KS

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2015 | End Date: 07/31/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	28	34.15%
Overpressure rupture, explosion, or overheating - no fire	1	1.22%
Rescue & Emergency Medical Service	13	15.85%
Hazardous Condition (No Fire)	5	6.10%
Good Intent Call	18	21.95%
False Alarm & False Call	17	20.73%
<b>TOTAL</b>	<b>82</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	3.66%
113 - Cooking fire, confined to container	1	1.22%
118 - Trash or rubbish fire, contained	2	2.44%
131 - Passenger vehicle fire	3	3.66%
138 - Off-road vehicle or heavy equipment fire	1	1.22%
140 - Natural vegetation fire, other	1	1.22%
142 - Brush or brush-and-grass mixture fire	1	1.22%
143 - Grass fire	11	13.41%
151 - Outside rubbish, trash or waste fire	1	1.22%
154 - Dumpster or other outside trash receptacle fire	3	3.66%
171 - Cultivated grain or crop fire	1	1.22%
251 - Excessive heat, scorch burns with no ignition	1	1.22%
311 - Medical assist, assist EMS crew	3	3.66%
322 - Motor vehicle accident with injuries	5	6.10%
324 - Motor vehicle accident with no injuries.	4	4.88%
352 - Extrication of victim(s) from vehicle	1	1.22%
411 - Gasoline or other flammable liquid spill	1	1.22%
412 - Gas leak (natural gas or LPG)	1	1.22%
424 - Carbon monoxide incident	1	1.22%
443 - Breakdown of light ballast	1	1.22%
444 - Power line down	1	1.22%
600 - Good intent call, other	10	12.20%
611 - Dispatched & cancelled en route	5	6.10%
622 - No incident found on arrival at dispatch address	1	1.22%
651 - Smoke scare, odor of smoke	2	2.44%
700 - False alarm or false call, other	11	13.41%
730 - System malfunction, other	1	1.22%
736 - CO detector activation due to malfunction	2	2.44%
743 - Smoke detector activation, no fire - unintentional	1	1.22%
745 - Alarm system activation, no fire - unintentional	2	2.44%
<b>TOTAL INCIDENTS:</b>	<b>82</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

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

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664
FEBRUARY	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832
MARCH	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207
APRIL	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975
MAY	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154
JUNE	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770
JULY	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034
AUGUST	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	317,123
SEPTEMBER	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	
OCTOBER	* 129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	
NOVEMBER	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	
DECEMBER	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	
TOTAL RECEIPTS	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>2,529,759</u>
PERCENTAGE CHANGE	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	

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

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960
FEBRUARY	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635
MARCH	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493
APRIL	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539
MAY	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737
JUNE	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569
JULY	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334
AUGUST	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571
SEPTEMBER	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	
OCTOBER	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	
NOVEMBER	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	
DECEMBER	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	
TOTAL RECEIPTS	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>4,291,838</u>
PERCENTAGE CHANGE	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	

# CONSIDERATION OF APPROPRIATION ORDINANCE

# Ordinances & Resolutions



## MEMORANDUM

**TO:** Governing Body

**FROM:** Matt Allen, City Manager

**DATE:** August 28, 2015

**RE:** STO and UPOC

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**CITY COMMISSION**

JANET A. DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue

The Governing Body is asked to consider and approve the 2015.

### Background

The League of Kansas Municipalities publishes annually a model Standard Traffic Ordinances and Uniform Public Offense Code. The 2015 versions of those two ordinances are presented for review and adoption. The City adopts by reference these two uniform ordinances each year for two purposes; first to manage the size of our Code, and the second purpose is to standardize basic traffic and safety laws around the State. Most changes from the 2014 versions are not material, rather a change in language. Those changes which are material, will be identified and described by legal counsel during the meeting.

### Alternatives

1. Adopt the 2015 STO and UPOC and proposed changes.
2. Do not approve the 2015 STO and UPOC and proposed changes.

### Recommendation

Staff recommends Alternative 1.

### Fiscal Note

None.

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)

## ORDINANCE NO. 2707-2015

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION OF 2015, WITH CERTAIN OMISSIONS, ADDITIONS, OR CHANGES; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES; AMENDING CODE SECTION 86-2; REPEALING EXISTING CODE SECTION 86-2; 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. That Section 86-2 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended as follows:

Section 86-2. Standard Traffic Ordinance.

(a) Incorporating Standard Traffic Ordinance. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Garden City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2015, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, hereinafter referred to as Standard Traffic Ordinance, save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, added, or amended. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2707-2015," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, city attorney, city prosecutor, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient. All references to the Standard Traffic Ordinance as adopted and incorporated into this Code shall be in a form designating section 86-2 followed in parenthesis followed by the section number of the Standard Traffic Ordinance, as incorporated. (For example, section 33 of the Standard Traffic Ordinance as incorporated shall be referred to as section 86-2(33).)

(b) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(a) Driving under the influence is operating or attempting to operate any vehicle within this city while:

- (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is .08 or more;
- (2) The alcohol concentration in the person's blood or breath, as measured within three (3) hours of the time of operating or attempting to operate a vehicle, is .08 or more;
- (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
- (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
- (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

- (b) No person shall operate or attempt to operate any vehicle within this city if the person is a habitual user of any narcotic, hypnotic, somnifacient, or stimulating drug.
- (c) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (d) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than forty-eight (48) consecutive hours nor more than six (6) months imprisonment, or in the court's discretion one hundred (100) hours of public service, and fined \$1,000.00. The person convicted must serve at least forty-eight (48) consecutive hours imprisonment or one hundred (100) hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.
- (e) On a second conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year's imprisonment and fined not less than \$1,500.00 or more than \$1,750.00. The person convicted must serve at least fourteen (14) consecutive days imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (f) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (g) Any person convicted of violating this section who had one or more children under the age of fourteen (14) years in the vehicle at the time of the offense shall have such person's punishment enhanced by one (1) month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law.
- (h) The court may establish the terms and time for payment of any fines, fees, assessments, and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than ninety (90) days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (i) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5.00 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one (1) year after the fine is imposed, or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero (0) the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (j)
  - (1) Except as provided in paragraph (5), in addition to any other penalty which may be imposed upon a person convicted of a violation of this section, the court may order that the convicted person's motor vehicle or vehicles be impounded or immobilized for a period not to exceed one (1) year and that the convicted person pay all towing, impoundment, and storage fees or other immobilization costs.
  - (2) The court shall not order the impoundment or immobilization of a motor vehicle driven by a person convicted of a violation of this section if the motor vehicle had been stolen or converted at the time it was driven in violation of this section.

- (3) Prior to ordering the impoundment or immobilization of a motor vehicle or vehicles owned by a person convicted of a violation of this section, the court shall consider, but not be limited to, the following:
  - (A) Whether the impoundment or immobilization of the motor vehicle would result in the loss of employment by the convicted person or a member of such person's family; and
  - (B) Whether the ability of the convicted person or a member of such person's family to attend school or obtain medical care would be impaired.
- (4) Any personal property in a vehicle impounded or immobilized pursuant to this subsection may be retrieved prior to or during the period of such impoundment or immobilization.
- (5) As used in this subsection, the convicted person's motor vehicle or vehicles shall include any vehicle leased by such person. If the lease on the convicted person's motor vehicle subject to impoundment or immobilization expires in less than one (1) year from the date of the impoundment or immobilization, the time of impoundment or immobilization of such vehicle shall be the amount of the time remaining on the lease.
- (k) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings or a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any motor vehicle laws of this state.
- (l) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section:
  - (1) Conviction includes being convicted of a violation of this section or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;
  - (2) conviction includes being convicted of a violation of a law of any state or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits or entering into a diversion agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, or resolution;
  - (3) only convictions occurring on or after July 1, 2001, shall be taken into account when determining the sentence to be imposed for a first or second offender. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;
  - (4) any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
    - (A) Refusing to submit to a test to determine the presence of alcohol or drugs, as provided in K.S.A. 8-1025, or Section 30.2.1;
    - (B) driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 30.1;

- (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
  - (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. Supp. 21-5405, and amendments thereto;
  - (E) aggravated battery, as described in subsection (b)(3) of K.S.A. Supp. 21-5413, and amendments thereto; and
  - (F) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
- (5) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection l(2) or l(4) if committed off a military reservation in this state;
  - (6) multiple convictions of any crime described in subsection l(2) or l(4) arising from the same arrest shall only be counted as one conviction;
  - (7) it is irrelevant whether an offense occurred before or after conviction for a previous offense; and
  - (8) a person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime.
- (m) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
  - (n) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
  - (o) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., and amendments thereto, shall not constitute plea bargaining.
  - (p) The alternatives set out in subsections (a)(1), (a)(2), and (a)(3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
  - (q) For the purpose of this section:
    - (1) Alcohol Concentration means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.
    - (2) Drug includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.

(3) Imprisonment shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the governing body of the city.

(r) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(c) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle within this city while:

(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three (3) hours of the time of operating or attempting to operate a vehicle, is .04 or more;

(3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;

(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle;

(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle; or

(6) Committing a violation of subsection (a) of Section 30 of this ordinance.

(b) No person shall operate or attempt to operate any vehicle within this city if the person is a habitual user of any narcotic, hypnotic, somnifacient, or stimulating drug.

(c) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(d) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than forty-eight (48) consecutive hours nor more than six (6) months imprisonment, or in the court's discretion one hundred (100) hours of public service, and fined \$1,000.00. The person convicted must serve at least forty-eight (48) consecutive hours imprisonment or one hundred (100) hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.

- (e) On a second conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year's imprisonment and fined not less than \$1,500.00 or more than \$1,750.00. The person convicted must serve at least fourteen (14) consecutive days imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (f) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (g) Any person convicted of violating this section who had one or more children under the age of fourteen (14) years in the vehicle at the time of the offense shall have such person's punishment enhanced by one (1) month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law.
- (h) The court may establish the terms and time for payment of any fines, fees, assessments, and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than ninety (90) days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (i) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5.00 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one (1) year after the fine is imposed, or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero (0) the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (j) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings or a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
  - (1) Division a record of all prior convictions obtained against such person for any violations of any motor vehicle laws of this state; and
  - (2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.
- (k) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section:
  - (1) Conviction includes being convicted of a violation of a law of any state or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations;
  - (2) only convictions or diversions on or after July 1, 2001, shall be taken into account when determining the sentence to be imposed for a first or second offender;

- (3) any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
- (A) This section or K.S.A. 8-2,144, and amendments thereto;
  - (B) refusing to submit to a test to determine the presence of alcohol or drugs, as provided in K.S.A. 8-1025, or Section 30.2.1;
  - (C) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
  - (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. Supp. 21-5405, and amendments thereto;
  - (E) aggravated battery, as described in subsection (b)(3) of K.S.A. Supp. 21-5413, and amendments thereto; and
  - (F) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
- (4) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection k(1) or k(3) if committed off a military reservation in this state;
- (5) it is irrelevant whether an offense occurred before or after conviction for a previous offense; and
- (6) multiple convictions of any crime described in subsection k(1) or k(3) arising from the same arrest shall only be counted as one conviction.
- (l) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (m) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (n) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., and amendments thereto, shall not constitute plea bargaining.
- (o) The alternatives set out in subsections (a)(1), (a)(2), and (a)(3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (p) For the purpose of this section:
- (1) Alcohol Concentration means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.

- (2) Drug includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.
- (3) Imprisonment shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the governing body of the city.
- (q) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:
  - (1) Division a record of all prior of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
  - (2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.
- (d) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 30.3. Ignition Interlock Devices: Tampering.

- (a) No person shall:
  - (1) Tamper with an ignition interlock device for the purpose of circumventing it or rendering it inaccurate or inoperative;
  - (2) Request or solicit another to blow into an ignition interlock device, or start a motor vehicle equipped with such device, for the purpose of providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device;
  - (3) Blow into or start a motor vehicle equipped with an ignition interlock device for the purpose of providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device; or
  - (4) Operate a vehicle not equipped with an ignition interlock device while such person's driving privileges have been restricted to driving a motor vehicle equipped with such device.
- (b) Violation of this section shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one (1) year or by both such fine and imprisonment.
- (c) A person convicted of a violation of this section shall serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.
- (d) In addition to any other penalties provided by law:
  - (1) (A) On a first conviction of a violation of subsection (a)(1) or (a)(2), the division shall extend the ignition interlock restriction period on the person's driving privileges for an additional 90 days; and
  - (B) On a second or subsequent conviction of a violation of subsection (a)(1) or (a)(2), the division shall restart the original ignition interlock restriction period on the person's driving privileges; and

- (2) on a conviction of a violation of subsection (a)(4), the division shall restart the original ignition interlock restriction period on the person's driving privileges.

(e) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 33. Maximum Speed Limits.

(a) Except when a special hazard exists that requires lower speed for compliance with Section 32, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at speed in excess of such maximum limits:

- (1) In any central business district or school zone unless otherwise posted, 20 mph.
- (2) In any residence or urban district unless otherwise posted, 30 mph.
- (3) In any park, 20 mph.

The maximum speed limit established by or pursuant to this section shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limit in excess thereof; and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this section shall not be of any force or effect.

(b) Whenever any appropriate sign shall be placed by lawful authority along any street or parking or marked on any curb, or otherwise giving notice of any prohibited or special use of the street or highway adjacent thereto or limiting the speed of vehicles in such zones or controlling the use thereof, it shall be unlawful for any person to refuse or fail to comply with such signs or directions.

(c) The maximum speed limits in this section or as may otherwise be established may be altered as authorized by K.S.A. 8-1560, and amendments thereto.

(f) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 85. Stopping, Standing or Parking Prohibited in Specified Places.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

(a) Stop, stand or park a vehicle:

- (1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (2) On a sidewalk;
- (3) Within an intersection;
- (4) On a crosswalk;
- (5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

- (7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
  - (8) On any railroad tracks;
  - (9) On any controlled-access highway;
  - (10) In the area between roadways of a divided highway, including crossovers;
  - (11) At any place where official signs prohibit stopping; or
  - (12) Within any no parking area designated by a curb marked yellow.
- (b) Stand or park a vehicle, whether occupied or not except momentarily to pick up or discharge a passenger or passengers:
- (1) In front of a public or private driveway;
  - (2) Within 15 feet of a fire hydrant;
  - (3) Within 20 feet of a crosswalk at an intersection;
  - (4) Within 30 feet upon the approach to any flashing signal, stop sign or traffic-control signal located at the side of a roadway;
  - (5) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance, when properly sign-posted; or
  - (6) At any place when official signs prohibit standing.
- (c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading property or passengers:
- (1) Within 50 feet of the nearest rail of a railroad crossing; and
  - (2) At any place where official signs prohibit parking.
- (d) Move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.
- (e) Stand or park a vehicle in areas designated as fire lanes upon public or private property. (K.S.A. 8-1571)
- (g) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:
- Section 106. Transportation of Alcoholic Beverage.
- (a) No person shall transport in any vehicle upon a highway or street any alcoholic beverage unless such beverage is:
- (1) In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed;

- (2) (A) In the locked rear trunk or rear compartment, or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion; or
  - (B) if a motor vehicle is not equipped with a trunk, behind the last upright seat or in an area not normally occupied by the driver or a passenger; or
- (3) In the exclusive possession of a passenger in a vehicle which is a recreational vehicle or a bus, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.
- (b) A first conviction of a violation of this section is punishable by a fine of not more than \$200 or by imprisonment for not more than six (6) months, or both.
- (c) Upon a second conviction of a violation of this section, a person shall be fined not less than \$400. A person may also be sentenced to a term of imprisonment of not more than six (6) months.
- (d) Upon a third or subsequent conviction of a violation of this section, a person shall be fined not less than \$600. A person may also be sentenced to a term of imprisonment of not more than six (6) months.
- (e) Except as provided in subsection (g) upon conviction or adjudication of a second or subsequent violation of this section, the judge, in addition to any other penalty or disposition ordered pursuant to law, shall suspend the person's driver's license or privilege to operate a motor vehicle on the streets and highways of this state for one year.
- (f) Upon suspension of a license pursuant to this section, the court shall require the person to surrender the license to the court, which shall transmit the license to the division of motor vehicles of the department of revenue, to be retained until the period of suspension expires. At that time, the licensee may apply to the division for return of the license. If the license has expired, the person may apply for a new license, which shall be issued promptly upon payment of the proper fee and satisfaction of other conditions established by law for obtaining a license unless another suspension or revocation of the person's privilege to operate a motor vehicle is in effect.
- (g) In lieu of suspending the driver's license or privilege to operate a motor vehicle on the highways of this state of any person convicted of violating this section, as provided in subsection (e), the judge of the court in which such person was convicted may enter an order which places conditions on such person's privilege of operating a motor vehicle on the highways of this state, a certified copy of which such person shall be required to carry any time such person is operating a motor vehicle on the highways of this state. Any such order shall prescribe the duration of the conditions imposed, which in no event shall be for a period of more than one year for a second violation.

Upon entering an order restricting a person's license hereunder, the judge shall require such person to surrender such person's driver's license to the judge who shall cause it to be transmitted to the division of vehicles, together with a copy of the order. Upon receipt thereof, the division of vehicles shall issue without charge a driver's license which shall indicate on its face that conditions have been imposed on such person's privilege of operating a motor vehicle and that a certified copy of the order imposing such conditions is required to be carried by the person for whom the license was issued any time such person is operating a motor vehicle on the highways of this state. If the person convicted is a nonresident, the judge shall cause a copy of the order to be transmitted to the division and the division shall forward a copy of it to the motor vehicle administrator, of such person's state of residence. Such judge shall furnish to a person whose driver's license has had conditions imposed on it under this section a copy of the order, which shall be recognized as a valid Kansas driver's license until such time as the division shall issue the restricted license provided for in this section.

Upon expiration of the period of time for which conditions are imposed pursuant to this subsection, the licensee may apply to the division for the return of the license previously surrendered by such licensee. In the event such license has expired, such person may apply to the division for a new license, which shall be issued immediately by the division upon payment of the proper fee and satisfaction of the other conditions established by law, unless such person's privilege to operate a motor vehicle on the highways of this state has been suspended or revoked prior thereto. If any person shall violate any of the conditions imposed under this subsection, such person's driver's license or privilege to operate a motor vehicle on the highways of this state shall be revoked for a period of not less than 60 days nor more than one year by the judge of the court in which such person is convicted of violating such conditions.

- (h) It shall be an affirmative defense to any prosecution under this section that an occupant of the vehicle other than the defendant was in exclusive possession of the alcoholic beverage.
- (i) The court shall report to the division every conviction of a violation of this section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (j) For the purpose of determining whether a conviction is a first, second or subsequent conviction in sentencing under this section:
  - (1) **Conviction** includes being convicted of a violation of an ordinance of any city, or resolution of any county, which prohibits the acts that K.S.A. 8-1599, as amended, prohibits;
  - (2) Only convictions occurring in the immediately preceding five years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second or subsequent offender, whichever is applicable; and
  - (3) It is irrelevant whether an offense occurred before or after conviction for a previous offense. (K.S.A. 8-1599)

- (h) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 107. Unattended Motor Vehicle; Ignition; Key and Brakes.

- (a) No person driving or in charge of a motor vehicle shall permit it to stand unattended on any street or highway, or upon the premises of any childcare facility, as defined by K.S.A. 65-503, or any family day care home, as defined by K.S.A. 65-517, without first stopping the engine, locking the ignition, removing the key from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway.
  - (b) For the purpose of this section, unattended shall not be construed to mean a motor vehicle with an engine that has been activated by a remote starter system, when the motor vehicle is locked and when the ignition keys are not in the motor vehicle.
- (i) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 118. Driving Through or On Private or Public Property to Avoid Traffic Control Devices.

No person shall drive through any public or private property adjacent to any street intersection to avoid any official traffic control device or short cut from one street to another.

- (j) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 147. Tail Lamps.

- (a) Every motor vehicle, trailer, semi-trailer and pole trailer, and any other vehicle which is being drawn at the end of a combination of vehicles, shall be equipped with at least two (2) tail lamps mounted on the rear, which, when lighted as required in Section 144, shall emit a red light plainly visible from a distance of 1,000 feet to the rear, except that passenger cars manufactured or assembled prior to July 1, 1959, shall have at least one (1) tail lamp. On a combination of vehicles, only the tail lamps on the rearmost vehicle need actually be seen from the distance specified. On vehicles equipped with more than one (1) tail lamp, the lamps shall be mounted on the same level and as widely spaced laterally as practicable.
- (b) Every tail lamp upon every vehicle shall be located at a height of not more than 72 inches or less than 15 inches.
- (c) Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty (50) feet to the rear. Any tail lamp or tail lamps, together with any separate lamp for illuminating the rear registration plate, shall be so wired as to be lighted whenever head lamps or auxiliary driving lamps are lighted.

- (k) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 182. Child Passenger Safety Restraining System.

- (a) Every driver who transports a child under the age of fourteen (14) years in a passenger car or an autocycle on a highway shall provide for the protection of such child by properly using:
  - (1) For a child under the age of four (4) years a child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213;
  - (2) For a child four (4) years of age, but under the age of eight (8) years and who weighs less than 80 pounds or is less than 4 feet 9 inches in height, an appropriate child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213; or
  - (3) For a child eight (8) years of age but under the age of fourteen (14) years or who weighs more than 80 pounds or is more than 4 feet 9 inches in height, a safety belt manufactured in compliance with federal motor vehicle safety standard no. 208.
- (b) If the number of children subject to the requirements of subsection (a) exceeds the number of passenger security locations available for use by children affected by such requirements, and all of these security locations are in use by children, then there is not a violation of this section.
- (c) If a security location only has a lap safety belt available, the provisions of subsection (a)(2) shall not apply and the child shall be secured in accordance with the provisions of subsection (a)(3).
- (d) It shall be unlawful for any driver to violate the provisions of subsection (a) and upon conviction such driver shall be punished by a fine of \$60. The failure to provide a child safety restraining system or safety belt for more than one (1) child in the same passenger car at the same time shall be treated as a single violation. Any conviction under the provisions of this subsection shall not be construed as a moving traffic violation for the purposes of K.S.A. 8-255, and amendments thereto.

- (e) The \$60 fine provided for in subsection (d), and court costs, shall be waived if the driver convicted of violating subsection (a)(1) or (a)(2) provides proof to the court that such driver has purchased or acquired the appropriate and approved child passenger safety restraining system. At the time of issuing the citation for a violation of subsection (a)(1) or (a)(2), the law enforcement officer shall notify the driver of the waiver provisions of this subsection.
- (f) No driver charged with violating the provisions of this section shall be convicted if such driver produces in the office of the arresting officer or in court proof that the child was fourteen (14) years of age or older at the time the violation was alleged to have occurred.
- (g) Evidence of failure to secure a child in a child passenger safety restraining system or a safety belt under the provisions of this section shall not be admissible in any action for the purpose of determining any aspect of comparative negligence or mitigation of damages.
- (h) As used in this section passenger car means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying ten (10) passengers or fewer, including vans, but does not include a motorcycle or a motor-driven cycle, a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than 12,000 pounds or a farm truck registered for a gross weight of more than 16,000 pounds.
- (l) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 192. Driver's License.

- (a) No person, except those expressly exempted, shall drive or operate any motor vehicle or motorized bicycle upon any highway in this city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six (6) months or by both such fine and imprisonment.
- (b) On a second conviction of a violation of this section, a person must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$300.
- (c) On a third conviction of a violation of this section, a person must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.
- (d) On a fourth conviction of a violation of this section, a person must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$700.
- (e) On a fifth conviction of a violation of this section, a person must serve at least ninety (90) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined \$1000.
- (f) On a sixth or subsequent conviction of a violation of this section, a person must serve at least one hundred twenty (120) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined \$1,000.
- (g) For the purposes of determining whether a conviction is a first, second, third, fourth, fifth, sixth or subsequent conviction in sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in

substantial conformity with this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

- (m) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 194. Driving While License Canceled Suspended, or Revoked; Penalty.

- (a) (1) Any person who drives a motor vehicle on any street or highway at a time when such person's privilege so to do is canceled, suspended, or revoked, or while such person's privilege to obtain a driver's license is suspended or revoked, shall upon a first conviction be punished by imprisonment for not more than six (6) months or fined not to exceed \$1,000, or both such fine and imprisonment. On a second or subsequent conviction of a violation of this section, such person shall be punished by imprisonment for not more than one (1) year or fined not to exceed \$2,500, or both such fine and imprisonment.
- (2) No person shall be convicted under this section if such person was entitled at the time of arrest under K.S.A. 8-257 and amendments thereto, to the return of such person's driver's license.
- (3) Except as otherwise provided in this section, every person convicted under this section shall be sentenced to at least five (5) days' imprisonment and fined at least \$200.
- (4) Except as otherwise provided by subsection (g), if a person (A) is convicted of a violation of this section, committed while the person's privilege to drive was suspended or revoked for a violation of Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto, or any ordinance of any city, or resolution of any county, or a law of another state, which ordinance or law prohibits the acts prohibited by Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto; and (B) is or has been also convicted of a violation of Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto, or any ordinance of any city, or resolution of any county, or a law of another state, which ordinance or law prohibits the acts prohibited by Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto, committed while the person's privilege to drive was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least ninety (90) days' imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.
- (b) Upon a second conviction of a violation of this section, a person must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$300.
- (c) On the third conviction of a violation of this section, a person must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.
- (d) On the fourth conviction of a violation of this section, a person must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$700.
- (e) On the fifth conviction of a violation of this section, a person must serve at least ninety (90) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$1,000.

- (f) On the sixth or subsequent conviction of a violation of this section, a person must serve at least one hundred twenty (120) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$1,500.
  - (g) On a third or subsequent conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days imprisonment and fined not less than \$1,500 if such person's privilege to drive a motor vehicle is canceled, suspended, or revoked because such person:
    - (1) Refused to submit and complete any test of blood, breath, or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;
    - (2) Was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, relating to motor vehicle liability insurance coverage;
    - (3) Was convicted of vehicular homicide, K.S.A. 21-3405 or K.S.A. 21-5406, and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 2006 Supp. 21-3442 or K.S.A. 21-5405(a)(3), and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle; or
    - (4) Was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto.
  - (h) Any person convicted of a violation of this section when such person's privilege to drive a motor vehicle is canceled, suspended, or revoked because such person, (a) refused to submit and complete any test of blood, breath, or urine requested by law enforcement, excluding, the preliminary screening test as set forth in K.S.A. 8-1012; (b) failed a test of blood, breath, or urine; or (c) as a result of an alcohol or drug related conviction as defined by K.S.A. 8-1013(b), must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.
  - (i) For the purposes of determining whether a conviction is a first, second, third, fourth, fifth, sixth or subsequent conviction in sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (n) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 200. Motor Vehicle Liability Insurance.

- (a) Every owner of a motor vehicle shall provide motor vehicle liability insurance coverage in accordance with the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle:
  - (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f);
  - (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school;
  - (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or

(4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3104, *et seq.*

- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (d) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall attach a copy of the insurance verification form prescribed by the secretary of revenue to the copy of the citation forwarded to the court.

No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.

- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c), or (d) shall be convicted if such person produces in court, within ten (10) days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.
- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 or more than \$1,000 or by imprisonment for a term of not more than six (6) months, or both such fine and imprisonment, except that any person convicted of violating

any provision of this section within three (3) years of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one (1) year, or both such fine and imprisonment.

- (g) Upon a second conviction of a violation of this section, a person must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (h) Upon a third conviction of a violation of this section, a person must serve at least twenty (20) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (i) Upon a fourth or subsequent conviction of a violation of this section, a person must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (j) For the purposes of determining whether a conviction is a first, second, third, fourth or subsequent conviction in sentencing under this section, conviction includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

SECTION 2. That Section 86-2 of the Code of Ordinances of the City of Garden City, as previously existing and amended, be and the same is hereby repealed, to be replaced as specified in this ordinance.

SECTION 3. That this ordinance shall be in full force and effect from and after October 1, 2015, and following 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 1st day of September, 2015.

\_\_\_\_\_  
JANET A. DOLL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Attorney

**ORDINANCE NO. 2708-2015**

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION OF 2015, WITH CERTAIN OMISSIONS, ADDITIONS OR CHANGES; AMENDING CODE SECTION 62-2; REPEALING EXISTING CODE SECTION 62-2; 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. That Section 62-2 of the Code of Ordinances of the City of Garden City is hereby amended and shall read as follows:

Section 62-2. Uniform Public Offense Code.

(a) Incorporating Uniform Public Offense Code. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Garden City, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," Edition of 2015, hereinafter referred to as Uniform Public Offense Code, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, added or amended. No fewer than three copies of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2708-2015," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the ordinance codified in this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. All references to the Uniform Public Offense Code as adopted and incorporated into this Code shall be in a form designating section 62-2 followed in parenthesis by the section number of the Uniform Public Offense Code, as incorporated. [For example, section 10.5 of the Uniform Public Offense Code as incorporated shall be referenced as section 62-2(10.5).]

(b) Omissions. The following sections contained in Articles 1 through 11 of the Uniform Public Offense Code are hereby omitted and deleted:

Section 3.7	Mistreatment of a confined person.
Section 3.10	Eavesdropping.
Section 3.11	Unlawful administration of a substance.
Section 3.12	Breach of privacy.
Section 5.5	Watercraft; lifesaving devices required.
Section 6.11	Unlawful manufacture or disposal of false tokens.
Section 6.12	Serial numbers.
Section 6.14	Unlawful deposits in sewers.
Section 6.15	Damaging sewers.
Section 6.16	Giving a worthless check.
Section 6.17	Criminal use of a financial card.
Section 6.18	Motor vehicle dealers; selling motor vehicles without a license.
Section 6.19	Equity skimming.
Section 6.20	Computer trespass/computer password disclosure.
Section 6.21	Taking wildlife without permission.
Section 6.22	Criminal hunting.
Section 6.23	Unlawful use of a recording device.
Section 7.1	Compounding an offense.
Section 7.3	Escape from custody.
Section 7.6	Performance of unauthorized official act.

Section 7.7	Simulating legal process.
Section 7.8	Tampering with public record.
Section 7.9	Tampering with public notice.
Section 7.10	False signing of petition.
Section 7.11	False impersonation.
Section 7.14	Electioneering.
Section 8.1	Denial of civil rights.
Section 9.9	Abusing toxic vapors.
Section 9.13	Unlawful posting of political pictures and political advertisements.
Section 10.3	Criminal disposal of firearms.
Section 10.9	Carrying concealed explosives.
Section 10.12	Unlawful failure to report a wound.
Section 10.14	Operation of a motorboat or sailboat.
Section 10.15	Operating a vessel under the influence of intoxicating liquor or drugs; penalties.
Section 10.19	Sale of medicines and drugs through vending machines.
Section 10.20	Obtaining a prescription-only drug.
Section 10.23	Trafficking in counterfeit drugs.
Section 11.3	Commercialization of wildlife.

(c) Amendment. Section 1.1 of the Uniform Public Offense Code, also referred to as 62.2(1.1) of the Code is hereby amended to read as follows:

Section 1.1 Smoking; Definitions

(a) Access Point means the area within a 50 foot radius outside of any doorway, open window or air intake leading into a building or facility that is not exempted pursuant to subsection (c) of section 10.24.

(d) Amendment. Section 3.1 of the Uniform Public Offense Code, also referred to as 62.2(3.1) of the Code is hereby amended to read as follows:

Section 3.1. Battery.

(a) Battery is:

- (1) Knowingly or recklessly causing bodily harm to another person; or
- (2) Knowingly causing physical contact with another person when done in a rude, insulting, or angry manner.

Battery is a Class B violation.

(b) If a person is convicted of a violation of battery a second time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$400 nor more than \$1,000. The ten (10) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.

(c) If a person is convicted of a violation of battery a third time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$500 nor more than \$1,000. The fifteen (15) days' imprisonment

mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least fifteen (15) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.

- (d) If a person is convicted of a violation of battery a fourth time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$600 nor more than \$1,000. The twenty (20) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least twenty (20) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (e) If a person is convicted of a violation of battery a fifth or subsequent time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$750 nor more than \$1,000. The thirty (30) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (f) For the purpose of determining whether a conviction is a second, third, fourth, fifth or subsequent conviction in sentencing under subsection (b), conviction includes being convicted of a violation of this section, Section 3.1.1, Domestic Battery, or Section 3.2, Battery Against a Law Enforcement Officer, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits battery, domestic battery, or battery against a law enforcement officer, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such laws, ordinances, resolutions, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) Amendment. Section 3.1.1 of the Uniform Public Offense Code, also referred to as 62.2(3.1.1) of the Code is hereby amended to read as follows:

Section 3.1.1. Domestic Battery.

- (a) Domestic Battery is:
  - (1) Knowingly or recklessly causing bodily harm by a family or household member against a family or household member; or
  - (2) Knowingly causing physical contact with a family or household member by a family or household member when done in a rude, insulting, or angry manner.
- (b) (1) Upon a first conviction of a violation of domestic battery, a person shall be guilty of a Class B violation and sentenced to not less than forty-eight (48) consecutive hours' nor more than six (6) months' imprisonment, or in the court's discretion one hundred (100) hours of public service, and fined not less than \$400 nor more than \$750. The person convicted must serve at least forty-eight (48) consecutive hours' imprisonment, or one hundred (100) hours of public service, before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to enter into and complete a treatment program for domestic violence prevention.

(2) If a person is convicted of a violation of domestic battery a second time, such person shall be guilty of a Class A violation and sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$500 nor more than \$1,000. The ten (10) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence or parole or of any other release, for a conviction of domestic battery, the person shall be required to enter into and complete a treatment program for domestic violence prevention.

(c) As used in this section:

(1) **Family or household member** means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. **Family or household member** also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and

(2) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:

(A) Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.

(B) Conviction includes being convicted of a violation of a law of another state, or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance or resolution.

(C) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(D) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section or an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits only twice during any five (5) year period.

(f) Amendment. Section 3.2 of the Uniform Public Offense Code, also referred to as 62.2(3.2) of the Code, is hereby amended to read as follows:

Section 3.2. Battery Against a Law Enforcement Officer.

(a) Battery against a law enforcement officer is a battery as defined in section 62.2(3.1) of the Code, committed against a:

(1) Uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty;

- (2) Uniformed or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, or a juvenile correctional facility officer, or employee, while such officer is engaged in the performance of such officer's duty;
  - (3) Judge, while such judge is engaged in the performance of such judge's duty;
  - (4) Attorney, while such attorney is engaged in the performance of such attorney's duty; or
  - (5) Community corrections officer or court services officer, while such officer is engaged in the performance of such officer's duty.
- (b) As used in this section:
- (1) Judge means a duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge;
  - (2) Attorney means a (A) County attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general, special assistant attorney general, city attorney, assistant city attorney, city prosecutor, or assistant city prosecutor; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or any attorney who is appointed by the court to perform services for an indigent person as provided by Article 45 of Chapter 22 of the Kansas Statutes Annotated and amendments thereto;
  - (3) Community Corrections Officer means an employee of a community correctional services program responsible for supervision of adults or juveniles as assigned by the court to community corrections supervision and any other employee of a community correctional services program that provides enhanced supervision of offenders such as house arrest and surveillance programs; and
  - (4) Court Services Officer means an employee of the Kansas judicial branch or local judicial district responsible for supervising, monitoring or writing reports relating to adults or juveniles as assigned by the court, or performing related duties as assigned by the court.

Battery against a law enforcement officer is a Class A violation.

- (c) Upon a first conviction of a violation of battery against a law enforcement officer, a person shall be sentenced to not less than ten (10) days nor more than one (1) year imprisonment and fined not less than \$500 nor more than \$1,000. The person must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (d) Upon a second or subsequent conviction of battery against a law enforcement officer, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year's imprisonment and fined not less than \$750 nor more than \$1,000. The person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (e) For the purpose of determining whether a conviction is a second or subsequent conviction in sentencing under subsection (c), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits battery against a law enforcement officer, or entering into a diversion or deferred

judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such laws, ordinances, resolutions, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(g) Amendment. Section 3.3 of the Uniform Public Offense Code, also referred to as 62.2(3.2) of the Code, is hereby amended to read as follows:

Section 3.3. Assault and Assault of a Law Enforcement Officer.

- (a) Assault is knowingly placing another person in reasonable apprehension of immediate bodily harm.
- (b) Assault of a law enforcement officer is assault, as defined in subsection (a), committed against:
  - (1) a uniformed or properly identified state, county or city law enforcement officer while such officer is engaged in the performance of such officer's duty; or
  - (2) a uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty. (K.S.A. Supp. 21-5412)

Assault is a Class C violation.

Assault of a law enforcement officer is a Class A violation. Upon a conviction of a violation of assault of a law enforcement officer, a person shall be fined not less than \$300 nor more than \$1,000.

(h) Amendment. Section 5.8 of the Uniform Public Offense Code, also referred to as 62.2(6.1) of the Code, is hereby amended to read as follows:

Section 5.8. Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor: 18-21.

- (a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and 41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, no person under 21 years of age shall possess, consume, obtain, purchase or attempt to obtain or purchase alcoholic liquor or cereal malt beverage except as authorized by law.
- (b) In addition to any other penalty provided for a violation of this section:
  - (1) The Court may order the offender to do either or both of the following:
    - (A) Perform 40 hours of public service; or
    - (B) Attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans.
  - (2) Upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 30 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 30 days whether or not that person has a driver's license.
  - (3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 90 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator and suspend the driving privileges of the violator for 90 days, whether or not that person has a driver's license.

(4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one year. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for one year whether or not that person has a driver's license.

(c) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian. (K.S.A. Supp. 41-727)

(d) Violation of this section by a person 18 or more years of age but less than 21 years of age is a Class C violation. On a first conviction of a violation of this section, a person shall be fined not less than \$200. For a second conviction of a violation of this section, a person shall be fined not less than \$400. For a third and subsequent conviction of a violation of this section, a person shall be fined not less than \$600.

(i) Amendment. Section 6.1 of the Uniform Public Offense Code, also referred to as 62.2(6.1) of the Code, is hereby amended to read as follows:

Section 6.1. Theft.

(a) Theft is any of the following acts done with the intent to deprive the owner permanently of the possession, use, or benefit of the owner's property or services:

(1) Obtaining or exerting unauthorized control over property or services;

(2) Obtaining control over property or services by deception;

(3) Obtaining control over property or services by threat;

(4) Obtaining control over stolen property or services knowing the property or services to have been stolen by another; or

(5) Knowingly dispensing motor fuel into a storage container or the fuel tank of a motor vehicle at an establishment in which motor fuel is offered for retail sale and leaving the premises of the establishment without making payment for the motor fuel.

(b) Theft of property or services of the value of less than \$1,000 is a Class A violation except: (1) when the person has been convicted of theft two or more times; (2) theft of property or services regardless of the value from three separate mercantile establishments within a period of seventy-two (72) hours as part of the same act or transaction or in two or more acts or transactions connected together or constituting parts of a common scheme or course of conduct; or (3) property which is a firearm of the value of less than \$25,000, in which case it is a felony under state statute.

Conviction of a violation of a municipal ordinance or state statute prohibiting acts which constitute theft as defined by this section shall be considered a conviction of theft for the purpose of determining the number of proper convictions and the classification of the crime under this section.

(c) Upon a first conviction of a violation of theft, a person shall be sentenced to not less than two (2) days nor more than one (1) year imprisonment and fined not less than \$300 nor more than \$500. The person must serve at least two (2) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.

- (d) If a person is convicted of a violation of theft a second time, such person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$500 nor more than \$1,000. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (e) For the purpose of determining whether a conviction is a second conviction in sentencing under subsection (c), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits the acts that this section prohibits, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, resolution, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(j) Amendment. Section 7.2 of the Uniform Public Offense Code, also referred to as 62.2(7.2) of the Code, is hereby amended to read as follows:

Section 7.2. Interference With a Law Enforcement Officer.

- (a) Interference with a law enforcement officer is:
  - (1) Falsely reporting to a law enforcement officer, law enforcement agency, or state investigative agency:
    - (A) That a particular person has committed a crime, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information;
    - (B) That a law enforcement officer has committed a crime or committed misconduct in the performance of such officer's duties, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information; or
    - (C) Any information, knowing that such information is false and intending to influence, impede or obstruct such officer's or agency's duty; or
  - (2) Concealing, destroying or materially altering evidence with the intent to prevent or hinder the apprehension or prosecution of any person; or
  - (3) Knowingly obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty.

Interference with a law enforcement officer is a Class A violation.

- (b) If a person is convicted of a violation of interference with a law enforcement officer a second or subsequent time, such person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$750 nor more than \$1,000. The ten (10) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence or parole or of any other release.
- (c) For the purpose of determining whether a conviction is a second or subsequent conviction in sentencing under subsection (b), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government,

which prohibits the acts that this section prohibits, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, resolution, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(k) Amendment. Section 10.24 of the Uniform Public Offense Code, also referred to as 62.2(10.24) of the Code, is hereby amended to read as follows:

10.24 Smoking Prohibited.

- (a) It shall be unlawful, with no requirement of a culpable mental state, to smoke in an enclosed area or at a public meeting including, but not limited to:
- (1) public places;
  - (2) taxicabs and limousines;
  - (3) restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities;
  - (4) restrooms, lobbies and other common areas, and all sleeping rooms in hotels and motels;
  - (5) access points of all buildings and facilities not exempted pursuant to subsection (c), with the exception of access points leading into or out of outdoor patio areas where smoking is lawful;
  - (6) any place of employment;
  - (7) any public assembly seating, bleacher section, grandstand, or other seating, affixed and permanent in nature located in the city, on any property owned or leased by any municipality, whether city, county, state, school district or community college;
  - (8) any building, structure, or athletic field and seating area, owned, leased, or occupied by a unified school district or a community college;
  - (9) private clubs and fraternal organization facilities; and
  - (10) all public access areas within Lee Richardson Zoo, both enclosed and otherwise, with the exception that smoking shall be allowed in private motor vehicles occupied by visitors to Lee Richardson Zoo.
- (b) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.
- (c) The provisions of this section shall not apply to:
- (1) the outdoor areas of any building or facility beyond the access points of such building or facility, except as noted in (a)(7), (8) and (10) above; and
  - (2) private homes or residences, except when such home or residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

SECTION 2. That Section 62-2 of the Code of Ordinances of the City of Garden City, Kansas, as previously existing and amended, be and the same is hereby repealed, to be replaced as specified in this ordinance.

SECTION 3. That this ordinance shall be in full force and effect from and after October 1, 2015, and following 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 1st day of September, 2015.

\_\_\_\_\_  
JANET A. DOLL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Counselor

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 24 August 2015

**RE:** 2015 GENERAL OBLIGATION BOND ISSUE

## ISSUE

The Governing Body is asked to consider and approve the low bid for the General Obligation Bonds which will be received on September 1st at 11:00 am. An Ordinance and Resolution authorizing the bonds are also presented for consideration and approval.

## BACKGROUND

At your August 4<sup>th</sup> meeting, the Governing Body authorized the 2015 G.O. Bond issue, for the 2015 KLINK project and permanent financing of Schulman Crossing Phase 2 TIF.

Financial Advisor Chuck Bouilly will present the bond sale results to the Governing Body. Bond Counsel Mary Carson has prepared an Ordinance and a Resolution authorizing the sale.

## ALTERNATIVES

- 1) The Governing Body may accept the low bid and adopt the Ordinance and Resolution.
- 2) Reject the bids or defer action to a later date.

## RECOMMENDATION

Staff recommends that the Governing Body accept the low bid and adopt the Ordinance and Resolution.

## FISCAL

The first debt service payment has been included in the 2016 budget.



## **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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(Published in the *Garden City Telegram* on September 4, 2015)

ORDINANCE NO. \_\_\_\_-2015

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING ISSUANCE OF THE CITY'S GENERAL OBLIGATION TAX INCREMENT AND IMPROVEMENT BONDS, SERIES A, 2015, IN THE PRINCIPAL AMOUNT OF \$9,940,000, PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING RELATED DOCUMENTS AND ACTS; AND MAKING CERTAIN COVENANTS WITH RESPECT TO THE BONDS.

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), under the authority of K.S.A. 12-1770 *et seq.*, as amended and supplemented (the "Tax Increment Act"), adopted Ordinance No. 2544-2012 on April 17, 2012, establishing a redevelopment district as described therein (the "Redevelopment District"); and

WHEREAS, pursuant to the Tax Increment Act, the City is authorized to approve redevelopment project plans for the acquisition, purchase, construction, and installation of certain improvements within the Redevelopment District and to issue full faith and credit tax increment bonds for the purpose of paying the cost of such improvements; and

WHEREAS, pursuant to the Tax Increment Act the City called a public hearing on the advisability of undertaking a redevelopment project plan within the Redevelopment District (the "Project Plan") and the financing of costs of the Project Plan through issuing full faith and credit tax increment bonds; and

WHEREAS, a public hearing was held on August 6, 2013, after notice as required by the Tax Increment Act, the public hearing was closed and the governing body of the City passed Ordinance No. 2611-2013 approving the Project Plan (the "Redevelopment Improvements") and approving the issuance of full faith and credit bonds tax increment bonds under the Tax Increment Act provided no protest requiring the issuance of such bonds be submitted to an election is filed with the City, and

WHEREAS, no protest petition was filed requiring that issuance of full faith and credit tax increment bonds be submitted to an election; and

WHEREAS, the City determines that the cost of implementing the Project Plan payable from the City's full faith and credit tax increment bonds issued under the Tax Increment Act is \$9,425,000, including costs of issuing bonds; and

WHEREAS, the City, under the authority of K.S.A. 12-685 *et seq.* (the "Project Act"), has authorized and made or will reconstruct Kansas Avenue from 350 feet west of Belmont Place

to Anderson Street at a total estimated cost of \$1,012,000.00, with \$506,000.00 to be paid by the City and the balance paid by the state of Kansas (Project No. 156-28 U-0154-01) (the “Improvements”), as authorized by Ordinance No. 2705-2015 at a total cost of \$515,000 including costs of issuing bonds; and

WHEREAS, the City is authorized by the Tax Increment Act, the Project Act and K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (collectively, the “Bond Act”), to issue its general obligation bonds for the purpose of providing financing for the unpaid costs of the Redevelopment Improvements and Improvements (collectively, the “Project”); and

WHEREAS, the City body finds and determines the total City cost of the Project, including the costs of issuing the Bonds are \$9,940,000 to be paid by issuance of the City’s general obligation tax increment bonds, as authorized by this Ordinance; and

WHEREAS, the governing body determines it necessary to authorize and provide for the issuance of the general obligation bonds; and to specify their terms, details, form and conditions.

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

SECTION 1. Authorization of the Bonds. The City’s General Obligation Tax Increment and Improvement Bonds, Series A, 2015 in the total principal amount of \$9,940,000.00 (the “Bonds”) are authorized to be issued for the purpose of providing funds to pay a portion of the costs of the Project defined above.

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City payable as to both principal and interest, in part, from certain property tax increments allocated to and paid into a special fund of the City as provided and in the manner described in Tax Increment Act and received by the City, and if, not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, in the territorial limits of the City. The balance of the Bonds are general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution hereafter adopted by the governing body of the City (the “Resolution”).

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the

Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent"). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Paying Agent dated as of September 15, 2015 (the "Issuer/Agent Agreement"). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are declared the covenants, duties and responsibilities of the City as though fully set forth in this Ordinance. The Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance by this reference; provided, publication of the Issuer/Agent Agreement is not required.

SECTION 5. Levy and Collection of Annual Tax and Collection of Tax Increments. The governing body of the City covenants to and shall annually make provision for the payment of principal of, premium, if any, and interest on the as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law and by collecting from the special fund established under the Tax Increment Act and containing the tax increment collected from the Redevelopment District.

The proceeds received from the tax increment shall be deposited into a special fund of the City, as provided by the Tax Increment Act and thereafter applied to purposes prescribed by the Tax Increment Act, including, as necessary, deposits to the Series A, 2015 Principal and Interest Account.

The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Series 2013 Principal and Interest Account or appropriate subaccounts thereof, all as described in the Resolution.

If at any time such taxes and/or assessments or distributions of the tax increment are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer or Finance Director is authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments or increment are collected.

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, it will not make or permit use of the proceeds

thereof which, if such use had been reasonably expected on the date of issuance and delivery of the Bonds, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the applicable rules and regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department issued under the Code.

SECTION 7. Authorization of Official Statement; Continuing Disclosure. The governing body of the City ratifies its previous approval of the form and content of the Preliminary Official Statement for the Bonds dated August 3, 2015 and “deems final” the Preliminary Official Statement, except for the omission of certain information as permitted by Securities and Exchange Commission Rule 15c2-12 (the “Rule”). The City approves the form and content of those additions to the Preliminary Official Statement necessary to prepare the final Official Statement and authorizes the use of the final Official Statement (in its entirety) in the reoffering of the Bonds by the original purchaser of the Bonds. The Mayor is authorized to execute and the City Clerk to attest the final Official Statement on behalf of the City. Under the Rule the City “deems final” the final Official Statement. The City covenants and agrees to provide continuing disclosure as required by the Rule and as set forth in the Continuing Disclosure Undertaking attached as an appendix to the Preliminary Official Statement. The Mayor is authorized to execute and the City Clerk to attest the Continuing Disclosure Undertaking on behalf of the City.

SECTION 8. Further Authority. The City and its officers, agents and employees are authorized and directed to take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions described herein, including executing final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Ordinance is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 10. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 11. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City’s official newspaper.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on September 1, 2015.

CITY OF GARDEN CITY, KANSAS

[Seal]

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Janet Doll, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

RESOLUTION NO. \_\_\_\_-2015

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF GENERAL OBLIGATION TAX INCREMENT AND IMPROVEMENT BONDS, SERIES A, 2015, IN THE PRINCIPAL AMOUNT OF \$9,940,000, OF THE CITY OF GARDEN CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. \_\_\_\_-2015 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY OF THE BONDS AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTS

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), has adopted Ordinance No. \_\_\_\_-2015 (the "Bond Ordinance") authorizing the issuance of the City's General Obligation Tax Increment and Improvement Bonds, Series A, 2015 (the "Bonds") for the purpose of providing funds to pay a portion of the costs of the improvements described and defined in the Bond Ordinance (the "Project"); and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

SECTION 1. Authority for Bonds; Security. In the Bond Ordinance the City has authorized the issuance of the Bonds (as described above) for the purposes described in the Bond Ordinance. Payment of the Bonds is secured as described in the Bond Ordinance. The Bond Ordinance and this Resolution shall be read and construed together in all matters relating to the Bonds.

SECTION 2. Details of Bonds; Payment of Principal and Interest. The Bonds shall be issued in the principal amount of \$9,940,000.00 and designated "City of Garden City, Kansas, General Obligation Tax Increment and Improvement Bonds, Series A, 2015" and dated September 1, 2015 (the "Dated Date"). The Bonds shall mature on November 1 (the "Principal Payment Date") in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

Maturity Schedule  
SERIAL BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
11/01/2016	\$330,000.00	-.____%
11/01/2017	385,000.00	-.____%

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
11/01/2018	400,000.00	___.___%
11/01/2019	415,000.00	___.___%
11/01/2020	430,000.00	___.___%
11/01/2021	440,000.00	___.___%
11/01/2022	460,000.00	___.___%
11/01/2023	475,000.00	___.___%
11/01/2024	495,000.00	___.___%
11/01/2025	515,000.00	___.___%
11/01/2026	470,000.00	___.___%
11/01/2027	490,000.00	___.___%
11/01/2028	510,000.00	___.___%
11/01/2029	525,000.00	___.___%
11/01/2030	545,000.00	___.___%
11/01/2031	565,000.00	___.___%
11/01/2032	590,000.00	___.___%
11/01/2033	610,000.00	___.___%
11/01/2034	635,000.00	___.___%
11/01/2035	655,000.00	___.___%

TERM BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
11/01/20__	\$___,000.00	___.___%

Subject to the book-entry provisions of Section 6 of this Resolution, the Bonds shall be issued as fully registered certificated bonds without coupons in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Date; and the Bonds shall be numbered in such manner as the Bond Registrar (hereinafter defined) shall determine.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent (as defined in this Resolution) upon the presentation of the Bonds for payment and cancellation at the Paying Agent’s principal office in the City of Topeka, Kansas. The interest on the Bonds shall be payable in lawful money of the United States of America to the owners of bonds (the “Owners”) of record as of the as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the “Record Date”), by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, or at such other address as an Owner has furnished in writing to the Bond Registrar, or in the case of an interest payment to an Owner that is a securities depository or an owner of \$500,000 or more aggregate principal amount of the Bonds, by electronic transfer, upon written notice given to the Paying Agent by that Owner, not less than 15 days before the Record Date for such payment, containing the electronic transfer instructions, including the bank address, ABA routing number and account number where the wire transfer should be directed.

The interest on the Bonds shall be payable semiannually on May 1 and November 1 of each year commencing November 1, 2016 (the “Interest Payment Dates”), to the Owners of the

Bonds as shown on the Registration Books as of the Record Date. The Bonds shall bear interest from the Dated Date or from the most recent Interest Payment Date immediately preceding the effective authentication date of such Bond, unless the effective authentication date is an Interest Payment Date, when the Bonds shall bear interest from such Interest Payment Date. The effective date of authentication shall be the date of authentication by the Bond Registrar, as set forth on each Bond.

If a Principal Payment Date or an Interest Payment Date (collectively a “Payment Date”) occurs on a date which is a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas and on which the Paying Agent is normally scheduled to be closed, then the payment of such principal, premium or interest may be made on the next succeeding business day with the same force and effect as if made on the scheduled Payment Date, and no interest shall accrue for the period after the scheduled Payment Date.

The Paying Agent (defined in the Bond Ordinance) shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Bonds; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners, all as defined and in the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representation (hereinafter defined).

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Paying Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City; and the Paying Agent will make payment for the Bonds directly to the registered owners of the Bonds as shown by said Registration Books as described in this Section 2.

**SECTION 3. Redemption of Bonds.**

(A) Optional Redemption. The Bonds maturing in the years 2016 to 2025, inclusive, shall become due and payable on their respective maturity dates without the option of prior call for redemption. At the option of the City, the Bonds maturing November 1, 2026 and thereafter, may be called for redemption and payment prior to their respective maturities, on November 1, 2025 or at any time thereafter, as a whole or in part, as determined by the City, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium.

[(B) Mandatory Redemption of Term Bonds. Each of the Bonds maturing on November 1, 20\_\_ (the “20\_\_ Term Bonds”), shall be subject to mandatory redemption and payment beginning November 1, 20\_\_, and continuing on November 1 of each year thereafter pursuant to the redemption schedule set out below, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The City agrees to redeem, the following principal amounts of the 20\_\_ Term Bonds on November 1 in each of the following years:

<u>Redemption Date</u>	<u>Principal Amount</u>
20__	\$_____

(Leaving \$\_\_\_\_\_ to mature on November 1, 20\_\_)

(B) Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000; and the City shall, in the case of Bonds registered in denominations greater than \$5,000, treat each \$5,000 of face value of a Bond so registered as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any fully registered Bond certificate is selected for redemption, then the Owner of such Bond shall present and surrender such Bond to the Paying Agent for payment of the redemption price of the \$5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than \$5,000 fails to present such Bond to the Paying Agent for payment and exchange as described, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

(C) Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given any additional notice as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall be dated at least 30 days prior to the redemption date, and shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof selected for redemption, and that the interest on such Bond will not accrue from and after the redemption date and (v) that the Bonds selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Bonds to receive notice as provided herein or an immaterial defect in such notice shall not invalidate any redemption.

At the option of the City, such notice of optional redemption may state that redemption is conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If the notice is conditional and moneys are not received, the notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner

that notice of redemption was given, that moneys were not received and Bonds will not be redeemed.

For as long as the Securities Depository (defined in Section 6) is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this subsection to the Securities Depository. It is expected the Securities Depository will, in turn, notify its Participants and that its Participants, in turn, will notify or cause to notification of the Beneficial Owners of the Bonds. A failure on the part of the Securities Depository or a Participant, or a failure on the part of a nominee of a Beneficial Owner of Bond (having received notice of a redemption from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bond.

D) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

(E) Effect of Call for Redemption. Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Bond Registrar. In the Bond Ordinance the City has designated the State Treasurer of Kansas, Topeka, Kansas as the Bond Registrar and Paying Agent for the Bonds pursuant to the Issuer/Agent Agreement (as defined in the Bond Ordinance) and the Bond Act.

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

**SECTION 6. Book-Entry-Only Bonds.** The Bonds shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Bonds remain in book-entry-only form the manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations from the City to DTC (the “Letter of Representations”), which the Mayor or City Clerk is hereby authorized to execute and deliver on behalf of the City.

One certificate per maturity registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2 hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representations), which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the registered owners of such determination or such notice, and the Bond Registrar shall register in the name of and authenticate and deliver replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption

("Replacement Bonds"). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If DTC resigns and the City, the Bond Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor securities depository in appropriate denominations and form as provided in this Resolution.

**SECTION 7. Execution and Authentication.** The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and a facsimile of the City's official seal shall be printed on or affixed to the Bonds. The Bonds shall be registered in the Office of the City Clerk, evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration printed on the bonds, attested by a facsimile of the City's official seal. The Bonds shall be registered by the State Treasurer in the municipal bond register in his office, which registration shall be evidenced by his manual or facsimile signature on a Certificate of State Treasurer printed on the Bonds, and attested by a facsimile of his official seal. If any officer of the City or of the State whose signature appears on the Bonds is no longer such officer before the actual delivery of the Bonds, their signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery of the Bonds.

No bond shall be valid or obligatory for any purpose until the Certificate of Authentication on the bond is properly executed by the Bond Registrar, and such executed certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond is properly executed by the Bond Registrar when manually signed by an authorized officer or signatory of the Bond Registrar. It is not necessary that the same officer or signatory of the Bond Registrar manually sign the Certificate of Authentication on all Bonds issued under this Resolution.

SECTION 8. Bonds Not Presented for Payment. If a Bond is not presented for payment when the principal is due at maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, then all liability of the City to the Owner thereof for the payment of such Bond shall cease and be completely discharged, and it shall be the duty of the Paying Agent to hold such funds, without liability for interest, for the benefit of the Owner of such Bond, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If a Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 9. Payment of Costs. The City shall pay all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Project Act and Tax Increment Act (as defined in the Bond Ordinance).

The governing body authorizes and directs Triplett, Woolf & Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 11. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds the following accounts for the Bonds are created or ratified in the City treasury:

(A) General Obligation Tax Increment Bonds, Series A, 2015 Principal and Interest Account (the "Series A, 2015 Principal and Interest Account"), which may be a subaccount of the City's Bond and Interest Fund; and

(B) General Obligation Tax Increment Bonds, Series A, 2015 Project Fund (the "Project Fund").

(C) Tax Increment Fund for 2013 Redevelopment District – Phase 2 (the "Tax Increment Fund").

SECTION 12. Sale and Delivery of Bonds; Disposition of Bond Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this Resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions of this Resolution; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided. The Bonds having been sold as provided by law, they shall be delivered to [ORIGINAL PURCHASER] [PURCHASER CITY, STATE], through the clearing facilities of DTC, upon receipt by the City of the full purchase price of the Bonds.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, and the amount of the proceeds representing premium paid on the Bonds, if any, shall be deposited in the Series A, 2015 Principal and Interest Account.

(B) \$9,940,000 of the proceeds shall be immediately credited to and deposited in the Project Fund for the direct payment or reimbursement to the City of the expenses associated with the Project, including redemption and payment of interim financing, administrative costs and expenses of the Bonds, costs of issuance of the Bonds, and other interim financing costs, if any.

SECTION 13. Application of Money in Accounts; Investments. *Series A, 2015 Principal and Interest Account.* The Series A, 2015 Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the deposit of funds to be applied to the subsequent payment and retirement of the Bonds, whether upon an Interest Payment Date, Principal Payment Date or upon the redemption thereof prior to maturity, and for no other purpose. Accrued interest on the Bonds, if any, deposited in the Series A, 2015 Principal and Interest Account shall be applied to payment of the first maturing interest on the Bonds, and any premium paid on the Bonds and so deposited will be used toward the payment of the first maturing principal on the Bonds; and

*Project Fund.* The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project, including the costs of retiring and redeeming any interim financing for the Project (including particularly the City's Temporary Improvement Notes, Series C, 2013), and costs of issuance associated with the issuance of the Bonds. Amounts remaining in the Project Fund after payment of the preceding described costs may thereafter be used together with the Series A, 2015 Principal and Interest Account for the subsequent payment and retirement of the Bonds.

*Tax Increment Fund.* The Tax Increment Fund shall be administered and maintained for the purpose of depositing the incremental taxes levied on an ad valorem basis upon land and improvements within the Redevelopment District (defined in the Ordinance) by the City, any county, unified school district or other taxing subdivision levying such taxes, that are in excess

of the amount which is produced from such property and attributable to the Base Year Assessed Valuation (the "Tax Increment"), all as determined in accordance with the provisions of the Tax Increment Act. Under the Tax Increment Act the Treasurer of Finney County, Kansas will deposit the Tax Increment in the Tax Increment Fund. Moneys in the Tax Increment Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the portion of Series A, 2015 Bonds authorized pursuant to the Tax Increment Act and pro rata to any additional tax increment bonds issued in connection with the development of subsequent project phases in the Redevelopment District, and shall be deposited in the Series A, 2015 Principal and Interest Account in appropriate amounts, as the applicable portions of the Series A, 2015 Bonds shall mature and become due or upon the redemption thereof prior to maturity.

Moneys in each of the funds and accounts created by this Resolution shall be deposited and secured according to the laws of the state of Kansas. Moneys held in such accounts may be invested in investments permitted by the laws of the state of Kansas that mature at times as reasonably provide for moneys to be available for the authorized purposes of each account. All earnings and investments in such accounts shall accrue to and become a part of such fund or account.

SECTION 14. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 15. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured by this Resolution and the Bond Ordinance shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for Owners herein, or to enforce any right hereunder, except in the manner here specified, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without

reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as an acquiescence in default, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 16. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Improvements, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

- (A) Extending the maturity of any payment of principal or interest due upon the Bonds, or
- (B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or
- (C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or
- (D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made as provided above shall not become effective until a copy of the ordinance of the City authorizing the modifications, duly certified and published, and proof of consent to such modification by the required percentage of Owners, is filed with the

City Clerk. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 17. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 18. Surrender and Cancellation of Bonds. Whenever any outstanding Bond is delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 19. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, it will not use or permit the use of the proceeds thereof in a manner which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department relating to the applicable provisions of the Code for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department

SECTION 20. Other Documents. The Mayor and City Clerk are authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 21. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 22. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 23. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED AND APPROVED by the governing body of the City of Garden City,  
Kansas on September 1, 2015.

CITY OF GARDEN CITY, KANSAS

[Seal]

By \_\_\_\_\_  
Janet Doll, Mayor

ATTEST:

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

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

- 404 Florence Avenue- Inoperable and/or unregistered vehicle- Red & Silver Motorcycle*
- 1706 W. Kansas Avenue- Inoperable and/or unregistered vehicle- Black 2 door car*
- 610 St. John Street- Inoperable and/or unregistered vehicle- White Nissan Sentra*

**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 1<sup>st</sup> day of September, 2015.

\_\_\_\_\_  
**Janet A. Doll, MAYOR**

**ATTEST:**

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

**404 Florence Avenue**



**1706 W. Kansas Avenue**



**610 St. John Street**



# Old Business



**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

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 25 August 2015

**RE:** CENTRAL FIRE STATION ADDITION

## ISSUE

An update on the progress of the Central Fire Station Addition project is provided. The Governing Body is asked to consider and approve an alternate relocation plan for the 20" watermain.

## BACKGROUND

At the July 28<sup>th</sup> meeting, the Governing Body authorized proceeding with final plans for the Central Fire Station Addition and relocation of a 20" watermain using temporary financing. GMCN anticipates completion of the plans in late September with an October bid date. Their current estimate for the addition is \$1,538,700 as shown on the attached estimate.

After additional consideration and evaluation of the watermain relocation, Staff has developed an alternate option for the 20" watermain that does not run between the Fire Station and Salvation Army buildings. We are concerned that should a problem ever arise on the watermain between the buildings, we would have a difficult time easily accessing the main to make repairs.

The alternate watermain relocation is on Fulton and Eighth Streets as shown on the attached drawing. Connections for the City Administrative Center would be made to a new 8" main along the drive-up lane. The estimated cost of this alignment is \$288,300, slightly more than double the cost of the shorter route (the bold red line on the plan) between the buildings.

The total cost of the project is now estimated at \$1,827,000. Temporary financing documents will be presented for Governing Body consideration and approval at your next meeting.

## ALTERNATIVES

- 1) The Governing Body may authorize staff to continue with the alternate relocation project.
- 2) The Governing Body may direct staff to proceed with the original relocation plan.

## RECOMMENDATION

Staff recommends Governing Body authorize the alternate relocation project.

FISCAL

Depending upon when permanent GO bonds are issued to retire the temporary financing, the first Bond payment would likely not occur until 2017.



*Steve Cottrell*

**Engineering  
Department**

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

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

CITY ADMINISTRATIVE  
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GIBSON, MANCINI, CARMICHAEL & NELSON
115 E. LAUREL ST ■ GARDEN CITY, KS 67846 ■ P: (620) 276-3244 ■ www.gmcnarchitects.com

Revised Cost Estimates; Garden City Downtown Fire Station Addition (07/30/2015)

Architectural/Structural:

Table with 2 columns: Description and Amount. Includes items like Exterior Site Work, Main Level Addition, Lower Level Addition, etc., with a sub-total of \$871,200.

Mechanical/ Electrical:

Table with 2 columns: Description and Amount. Includes Mechanical, Electrical, and Sprinkler Piping, with a Construction Sub-Total of \$1,369,500.

Contingency/Fees

Table with 2 columns: Description and Amount. Includes Building Contingency and Construction Total of \$1,437,975.

Table with 2 columns: Description and Amount. Includes Architectural / Engineering Fees and Total Project Cost of \$1,538,635.

Table with 2 columns: Description and Amount. Includes Misc. Equipment and Furnishings for \$ ??????.

# CITY OF GARDEN CITY, KANSAS ENGINEERING DEPARTMENT

The following is a preliminary estimate of cost for water system improvements consisting of 8" watermains, fire hydrants and related ancillary items to serve the following area:

## 20" Watermain replacement to accommodate Central Fire Station Addition

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
20" watermain	760	L.F.	\$ 95.00	\$ 72,200.00
20" Tee	2	Ea	\$ 5,500.00	\$ 11,000.00
20" bend	2	Ea	\$ 4,500.00	\$ 9,000.00
20" MJ Cap	2	Ea	\$ 4,250.00	\$ 8,500.00
20" Gate Valve, bezel gear	2	Ea	\$ 11,000.00	\$ 22,000.00
20x8 wet tap	1	Ea	\$ 4,000.00	\$ 4,000.00
8" watermain	145	L.F.	\$ 30.00	\$ 4,350.00
8" x 45 bend	2	Ea	\$ 700.00	\$ 1,400.00
8" MJ Cap	1	Ea	\$ 500.00	\$ 500.00
8" valves	1	Ea	\$ 1,200.00	\$ 1,200.00
R & R Curb & Gutter	25	L.F.	\$ 2,500.00	\$ 62,500.00
R & R 7" Concrete	350	S.Y.	\$ 115.00	\$ 40,250.00
7" colored concrete	40	S.Y.	\$ 110.00	\$ 4,400.00
Remove existing fire hydrant	1	Ea	\$ 1,000.00	\$ 1,000.00
Fire Hydrant Assembly	1	Ea	\$ 3,000.00	\$ 3,000.00
R & R Sidewalk	245	S.Y.	\$ 100.00	\$ 24,500.00
Sidewalk Ramps	3	Ea	\$ 1,000.00	\$ 3,000.00
Construction staking	1	L.S.	\$ 5,150.00	\$ 5,150.00
Traffic control	1	L.S.	\$ 10,300.00	\$ 10,300.00
Construction Costs Total				<b>\$ 288,250.00</b>



Steven F. Cottrell, P.E.  
City Engineer  
8/27/2015

# CITY OF GARDEN CITY, KANSAS ENGINEERING DEPARTMENT

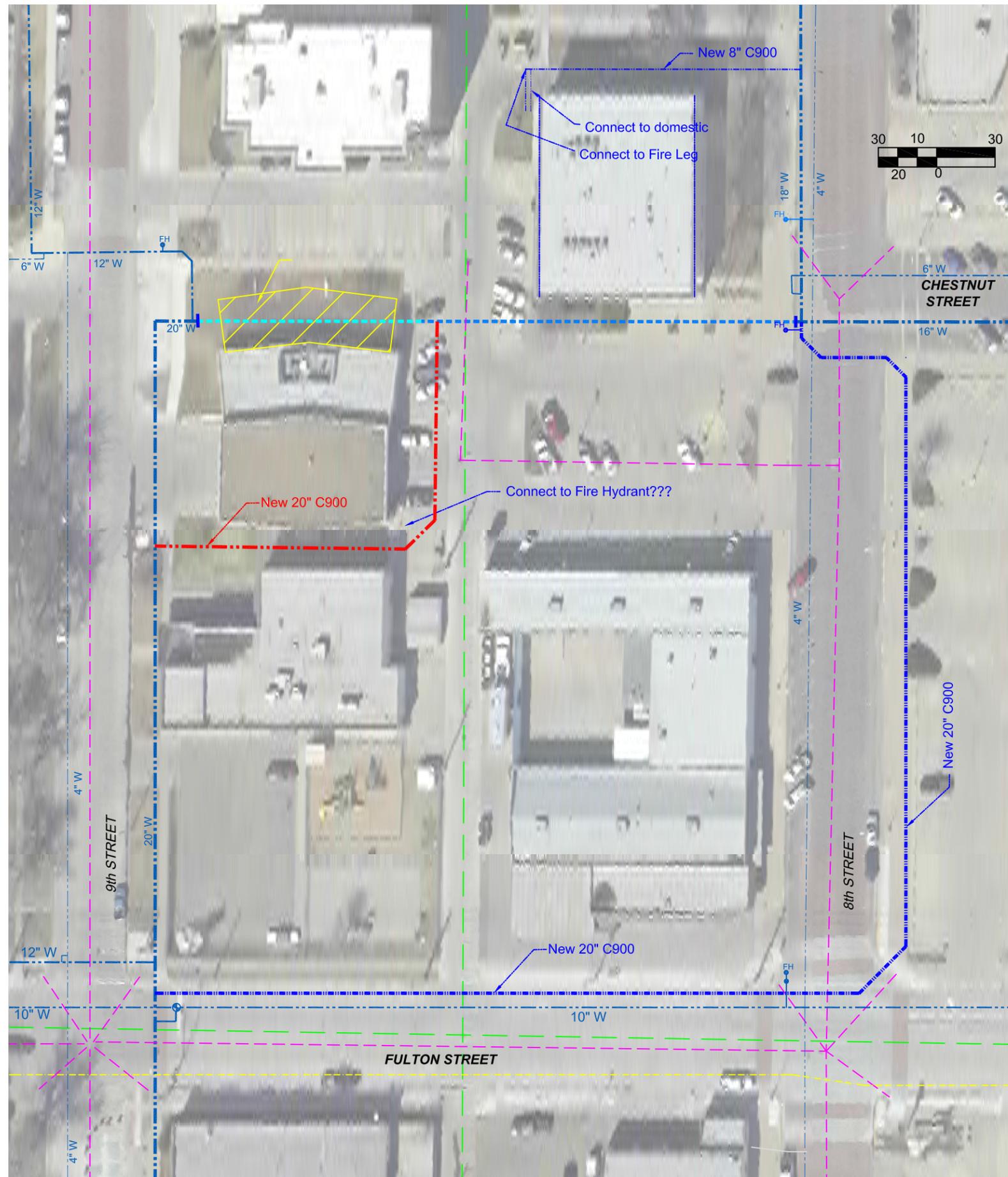
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Traffic control	1	L.S.	\$ 10,300.00	\$ 10,300.00
Construction Costs Total				<b>\$ 288,250.00</b>



Steven F. Cottrell, P.E.  
City Engineer  
8/27/2015



**LEGEND**

- Watermain, Proposed
- Watermain, Existing
- Watermain, Abandon in place
- Remove Existing Watermain (by Others)
- Sewer
- Storm Sewer
- Gas

**QUANTITIES**

DESCRIPTION	UNIT	QUANTITY
1. 20" C905, DR 25 in place	LF	760
2. 20" Tee in place	Ea	2
3. 20"x 45° Bend in place	Ea	2
4. 20" MJ Cap w/thrust block	Ea	2
5. 20" Gate Valve, with Bezel gear	Ea	2
6. 8" C900, DR 18 in place	LF	145
7. 20"x 8" wet tap	Ea	1
8. 8"x 45° Bend in place	Ea	2
9. 8" MJ Cap w/thrust block	Ea	1
10. 8" Gate Valve	Ea	1
11. R & R Curb & Gutter	LF	25
12. Conc. Pvmt. (7" Uni)(AE)(NRDJ)	SY	350
13. 7" Colored/Patterned Concrete	SY	40
14. Remove existing Fire Hydrant	Ea	1
15. Install Fire Hydrant Assembly	Ea	1
16. R & R Sidewalk	SY	245
17. Sidewalk Ramps	SY	3
18. Construction Staking	LS	1
19. Traffic Control	LS	1



**TYPICAL SECTIONS**

City of Garden City, Kansas		
<b>20" WATERMAIN REPLACEMENT for Central Fire Station Addition</b>		
City Engineer: Steven F. Cottrell	Revisions	Dr. By: sfc
Date: August 2015		Cl. By: sfc
Scale: NOTED		Dr. No.: 2

# New Business



---

To: Governing Body  
From: Rachelle Powell  
Date: August 21, 2015  
RE: Change to the Airport Layout Plan

---

### **ISSUE**

Governing Body consideration and approval of Change to the Airport Layout Plan for the Garden City Regional Airport.

### **BACKGROUND**

On June 24, 2015, staff sent out Notice of Change to the Airport Layout Plan to all airport tenants. The former “Deines” hangar and office are designated as “demolish” on the Garden City Regional Airport – Airport Layout Plan (ALP). The structures are identified as building #22 on the ALP. A potential tenant has expressed interest in utilizing the hangar and office to operate an aeronautical commercial-use business. The proposed change to the ALP would eliminate the “demolish” and designate the hangar and office as “commercial-use”.

In order to formally change the designated use of the building on the ALP, the following process must occur:

1. Tenants were informed of the Notice of Change to the Airport Layout Plan
2. Tenants had a 30-day written comment period. Comments were due on July 31, 2015.
3. The Airport Advisory Board reviews the proposed ALP change, written comments, and provides a recommendation to the City Commission
4. September 1, 2015 the City Commission reviews the proposed ALP change, written comments, Airport Advisory Board recommendation and approves or denies the proposed ALP change

The ALP sheet in reference can be found in the accompanying information along with one letter of comments and questions and staff’s response.

### **ALTERNATIVES**

1. Governing Body consideration and approval of Change to the Airport Layout Plan for the Garden City Regional Airport.
2. Governing Body consideration and denial of Change to the Airport Layout Plan for the Garden City Regional Airport.
3. Airport Advisory Board recommendation for staff.

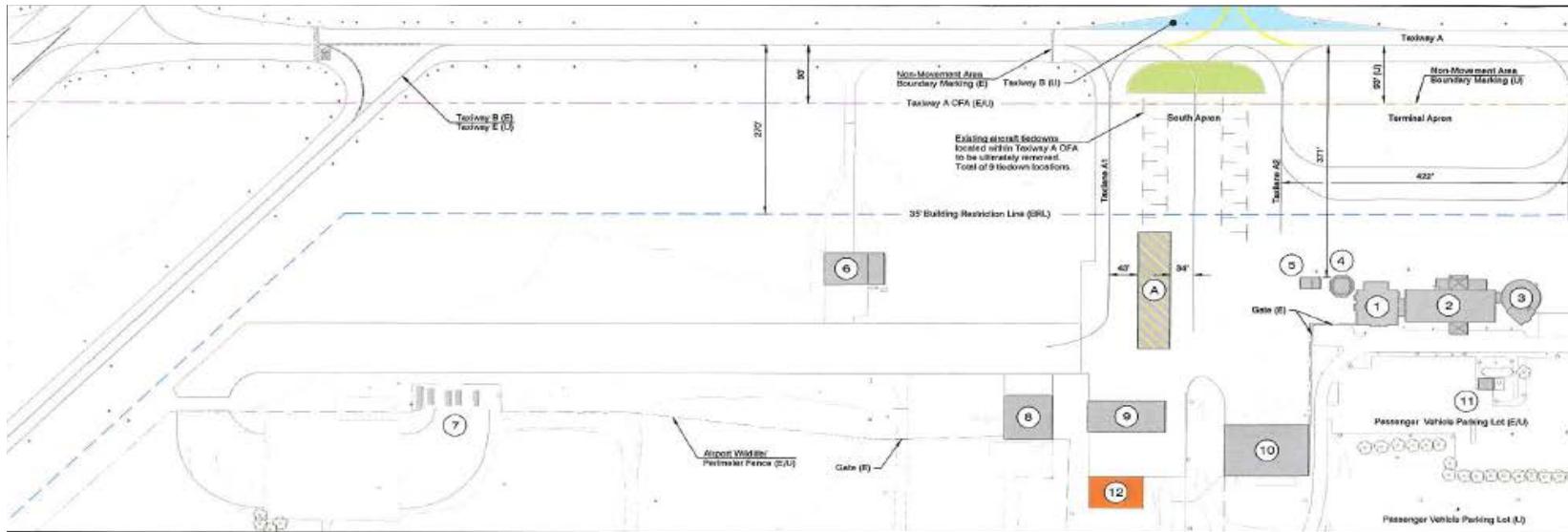
### **RECOMMENDATION**

Staff recommends Governing Body consideration and approval of Change to the Airport Layout Plan for the Garden City Regional Airport.

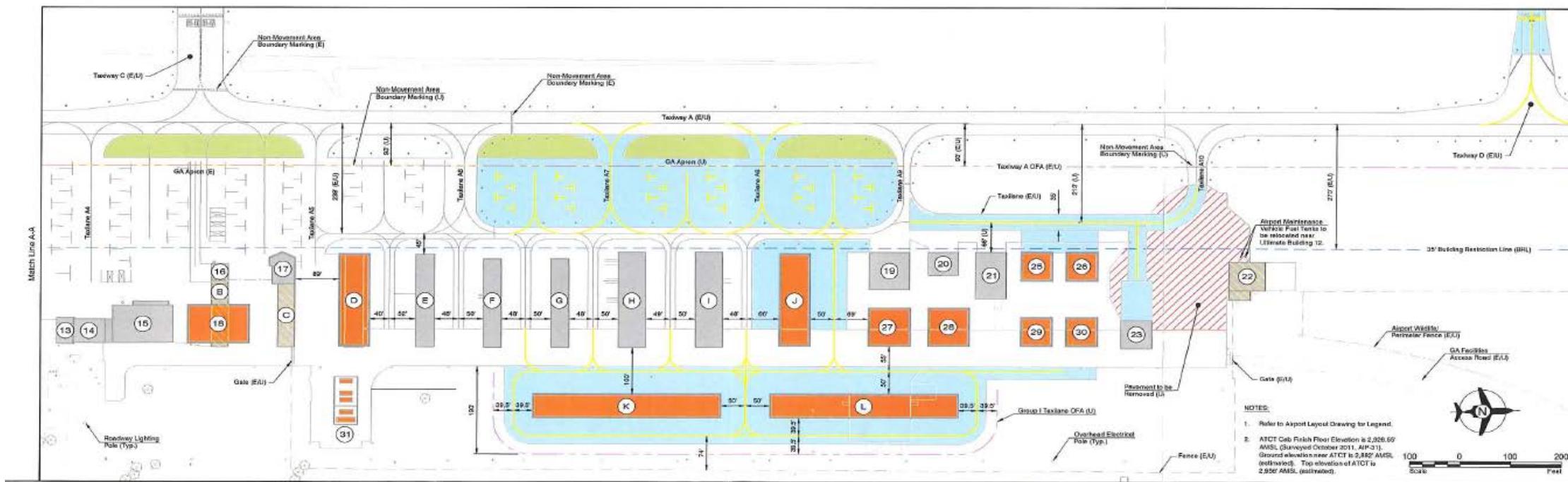
The Airport Advisory Board met recommended approval of the Change to the Airport Layout Plan during the August 13, 2015 meeting.

### **FISCAL**

The tenant will be fiscally responsible for bringing the office up to City of Garden City code standards.



BUILDINGS/FACILITIES			
EXISTING (E)	ULTIMATE (U)	DESCRIPTION	ELEV. (MSL)
1		Airport Administration Building	2,907'
2		Passenger Terminal Building	2,907'
3		Flight Deck Restaurant	2,808'
4		Air Traffic Control Tower (ATCT)	2,956'
5		Airfield Electrical Vault	2,440'
6		Aircraft Rescue and Firefighting (ARFF) Station	2,520'
7		Aviation Fuel Farm	
8		Cheney Hangar	2,900'
9		Airport Maintenance Building	2,921'
10		Travel Hangar	2,900'
11		Emergency Generator Building	2,900'
12		GPE and Aircraft Storage Building	2,900'
13	12	Lang's Med Offices	2,902'
14		Aircraft Services Hangar	2,907'
15		Saber Aviation Hangar	2,910'
16	Demolish	Airport Storage Building	2,502'
17		Saber Aviation Building (FBO)	2,916'
18	19	Travel Hangar 2	2,910'
19		Brookover Hangar	2,910'
20		Exhilar Hangar	2,910'
21		Orion Hangar	2,910'
22	Demolish	Old Delta Hangar	2,920'
23		Tommy Frazier Hangar	2,920'
24	25-30	Private Conventional Hangar	2,910'
25	31	Aviation Fuel Farm (relocated)	2,922'
A	Demolish	T-Hangar A (replaced by T-Hangar J)	2,900'
B	Demolish	T-Hangar B (replaced by T-Hangar J)	2,900'
C	Demolish	T-Hangar C (replaced by T-Hangar J)	2,900'
D	D	T-Hangar D (reconstructed in place)	2,900'
E		T-Hangar E	2,900'
F		T-Hangar F	2,900'
G		T-Hangar G	2,900'
H		T-Hangar H	2,900'
I		T-Hangar I	2,900'
J		T-Hangar J	2,900'
K		T-Hangar K (change capacity)	2,900'
L		T-Hangar L (strategic planning)	2,900'



NOTES:  
 1. Refer to Airport Layout Drawing to Legend.  
 2. ATCT Cab Finish Floor Elevation is 2,925.69 AMSL (Surveyed October 2011, AIP-3). Ground elevation near ATCT is 2,892 AMSL (estimated). Top elevation of ATCT is 2,956 AMSL (estimated).

Scale: 1" = 100'



No.	Revision	Date	By	Chk'd	App'd

GARDEN CITY REGIONAL AIRPORT (GCK)  
 GARDEN CITY, KANSAS



AIRPORT MASTER PLAN UPDATE

TERMINAL AREA DRAWING

File Name: 18 - TERMINAL AREA.DWG	Date: SEPTEMBER 11, 2012	PRELIMINARY DRAFT
Plotted: Brian Tompkins	Checked: Todd Wright	Approved: Brian Tompkins
16 of 18		



**SAKER**  
aviation services

July 22, 2015

Ms. Rachelle Powell,  
Director of Aviation  
2225 South Air Service Road  
Suite 112,  
Garden City, KS 67846

Dear Ms. Powell:

In response to your letter dated June 30, 2015 regarding the Notice of Change to the Airport Layout Plan, Saker Aviation Services submits the follow comments and questions:

1. Under the current plan, demolishing the former "Deines" hangar would have facilitated what type of desired improvements for that area?
2. Does the proposal of the potential tenant meet or exceed the previous improvement plans expectations?
3. Does the contemplated business provide diversity for the airport? In other words, does it offer a service not currently available on the field at GCK?
4. Is there any direct competition anticipated with existing tenants? Fuel, storage, maintenance?
5. If the ALP is changed from "demolish" to "commercial-use" will it necessitate competing bids for the type of services anticipated?
6. If ~~not~~- and the unnamed business backs out, will an RFP go out for development of that parcel?
7. Does the City commit to creating an amicable and cooperative introduction of a new tenant to the field?
8. Does the City plan to revisit Minimum Standard Requirements anytime in the near future?

As a long-term stakeholder at GCK, we are excited about the prospect of further development. However, we are very aware that adding a new tenant/business should be one that benefits the entire airport community and are hopeful that this is the City's desire as well.

Sincerely,

Jon Crotts  
FBO Manager

cc: Ron Ricciardi  
Linda Steventon

2117 South Air Service Road  
Garden City, KS 67846  
T: 620-275-5055  
F: 620-275-5629  
sakeraviation.com

July 29, 2015

Mr. Jon Crotts  
Saker Aviation  
2117 S. Air Service Road  
Garden City KS 67846

Dear Mr. Crotts

Thank you for submitting Saker Aviation's letter in response to the Notice of Change to the Airport Layout Plan (ALP). The proposed change to the Airport Layout Plan (ALP) will enhance Garden City Regional Airport's status as a commerce and transportation center that improves the economy of the airport, the City and surrounding region. Projecting the airport's ability to grow and serve as an economic development engine for the region, the ALP identifies compatible land uses and areas that could support development should those opportunities present themselves.

While investigating areas for future development, existing hangar and facilities will be reviewed to determine if their location is suitable. The "Deines" hangar/office was designated as "demolish" due to the condition of the office. The facilities are being evaluated to determine if the location is suitable for an aeronautical commercial-use business.

Unfortunately, I am not able to answer Saker Aviation's submitted questions on behalf of the City of Garden City. However; I will provide your letter to the Airport Advisory Board and the City Commission during their review of the proposed change to the Airport Layout Plan. I appreciate your input and the service Saker Aviation provides to the airport.

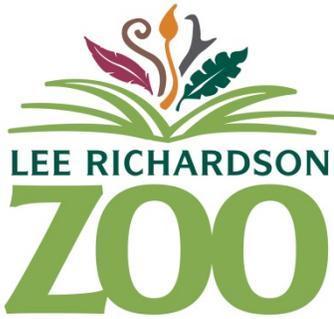
Sincerely,

*Rachelle Powell*

Rachelle Powell, C.M.  
Director of Aviation

---

**2225 South Air Service Road, Suite 112, Garden City, Kansas 67846**  
**Phone 620-276-1190 Fax 620-276-1192**  
**[Rachelle.powell@gardencityks.us](mailto:Rachelle.powell@gardencityks.us)**



Inspiring conservation of  
wildlife and wild places.

KRISTI NEWLAND  
Director  
Kristi.Newland@gardencityks.us

JORDAN PIHA  
General Curator  
Jordan.Piha@gardencityks.us

NEIL ELMS  
Facilities Manager  
Neil.Elms@gardencityks.us

WHITNEY BUCHMAN  
Curator of Education  
Whitney.Buchman@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**

26 August 2015

To: Governing Body  
Cc: Matt Allen, City Manager

From: Kristi Newland, Zoo Director

**Issue:**

The elephant stakeholder committee is submitting a report and recommendation for the Governing Body's consideration and approval.

**Background:**

In October 2014, the City Commission reviewed factors concerning the captive elephant population and how they affect the elephants at Lee Richardson Zoo. In March 2015 the City Commission authorized the release of a Request for Proposals to qualified zoos to assume the custody and care of Missy and Kimba, the elephants currently at Lee Richardson Zoo. An ad hoc committee was formed and was charged with evaluating the interested/qualified zoos. A list of potential facilities and subsequent proposals submitted by interested/qualified zoos were reviewed. Those facilities were narrowed down to two candidates.

The committee conducted onsite inspections and interviews at those two facilities as well as reviewing Lee Richardson Zoo's facilities for baseline comparison. Aspects taken into consideration at the prospective facilities were: increased social options for Missy and Kimba, the elephant management program of the facility, an established history of stable finances and leadership, a healthy environment free of active infectious disease, a high-caliber elephant keeper and veterinary staff, experience with older elephants, and the elephant facility itself (substrates, amount and quality of space, ability to facilitate working with older elephants through various health and welfare issues).

Upon completion of the onsite visits, with a goal of optimizing Missy and Kimba's welfare while addressing their needs during their later years, the committee identified Cheyenne Mountain Zoo in Colorado Springs, Colorado as the top destination for the relocation of Lee Richardson Zoo's elephants.

**Alternatives:**

1. Approve relocating the elephants to Cheyenne Mountain Zoo.
2. Direct staff to continue to provide care for the two female elephants. When down to one, that one would most likely then travel to another facility to satisfy her social needs.



**Recommendation:**

Based on Missy and Kimba's ages, the lack of availability of another elephant to bring to Lee Richardson Zoo, and the social nature of elephants, along with the review of what the Cheyenne Mountain Zoo program offers for the elephants, Zoo Director Newland, with the support of the Elephant Stakeholder Committee, the board of Friends of Lee Richardson Zoo, and the Zoo Advisory Board, recommends relocating Missy and Kimba to Cheyenne Mountain Zoo. (alternative 1)

**Fiscal Note:**

Staff does not anticipate any net savings or cost as a result of this decision as we do not anticipate staff changes and would seek a replacement exhibit.



## MEMORANDUM

**TO:** City Commission  
**FROM:** Matt Allen, City Manager  
**DATE:** August 28, 2015  
**RE:** Consideration of a Memorandum of Understanding with Lewis Motors, Inc.

---

### CITY COMMISSION

JANET DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

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 998  
GARDEN CITY, KS  
67846-0998

620.276.1160

FAX 620.276.1169

[www.garden-city.org](http://www.garden-city.org)

### Issue

The City Commission is asked to consider a memorandum of understanding with Lewis Motors, Inc. for the development of a Toyota and Nissan dealership at Schulman Crossing.

### Background

Lewis Motors, Inc. has negotiated with Collett Associates the acquisition of a portion of the undeveloped Phase 1 Schulman Crossing outlots for the development of a Toyota Nissan dealership and service center. Previously, Lewis Motors, Inc. had been considering developing the new dealership on a lot they owned on Campus drive east of their existing Chevy dealership. This area would have qualified for the City's Neighborhood Revitalization Plan and therefore been eligible for 7 years of 75% property tax rebates totaling \$663,000. At Schulman Crossing, this incentive is not available because the paid property tax is directed to repay the General Obligation Bonds issued by the City of Garden City to develop the project. Car dealerships are the largest generator of sales tax for the City of Garden City, so projects which increase sales opportunities have a positive impact on the City's General Fund. The City Commission is asked to consider a \$150,000 one-time payment upon issuance of a certificate of occupancy (or a credit of City expenses in the same amount, or a combination of the two).

Given this project would be located with the STAR Bond District, it could also serve to increase the capability of that sales tax based tool should a project develop. A third party estimate provided by Polsinelli, Inc. suggests the addition of this project to the STAR Bond District would generate an additional \$3.4 million to the project beyond original projections (this assumes placing under the district's sales baseline any sales which already occurred at the main Lewis Motors location). The Memorandum of Understanding which is attached asks the City Commission to consider reimbursing Lewis Motors, Inc. up to \$800,000 of STAR Bond eligible expenses related to their project, if and when a STAR Bond project occurs. If a STAR Bond project doesn't occur, there would be no additional incentive beyond the \$150,000 one-time payment.

The Commission is asked to consider moving forward with drafting a Development Agreement between the City of Garden City and Lewis Motors, Inc. based on the terms of the attached Memorandum of Understanding.

### Alternatives

1. Approve the Memorandum of Understanding.
2. Deny the Memorandum of Understanding.



CITY COMMISSION

JANET DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

**Recommendation**

Staff recommends the Commission authorize staff and City Attorney Randy Grisell draft a Development Agreement between the City of Garden City and Lewis Motors, Inc. based on the terms of the attached Memorandum of Understanding.

**Fiscal Note**

\$150,000 payment would be made from the City General Fund and likely be credited to the 2016 Budget.

The \$800,000 reimbursement which is contingent upon a STAR Bond project would be rolled into the collection of eligible costs related to the project and eventually finances with the sales tax increment of the district used to repay the bonds. Therefore, there would be no direct budgetary impact to the City.

CITY ADMINISTRATIVE

CENTER

301 N. 8<sup>TH</sup>

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GARDEN CITY, KS

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[www.garden-city.org](http://www.garden-city.org)

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Memorandum) made and entered into this \_\_\_\_ day of September, 2015, by and between City of Garden City, Kansas (City), a municipal corporation, and Lewis Motors, Inc., a Kansas corporation, (Developer). City and Developer shall be collectively referred to as the Parties, and each a Party.

### RECITALS

A. Developer is interested in constructing a new car dealership (Project) at the Schulman Crossing Shopping Center (Schulman Crossing), located in Garden City, Finney County, Kansas (Property), which is more particularly depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. City intends to provide certain incentives to the Developer for the Project to facilitate the construction of the Project.

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

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

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

NOW, THEREFORE, City and Developer understand as follows:

1. **Scope of the Project.** Developer proposes that the Project will be a new Toyota and Nissan car dealership.

2. **Project Costs.** The Parties agree the current estimates of the total costs to fully construct all phases of the Project, including all acquisition costs, public and private infrastructure, building construction costs, professional fees and financing costs are Five Million Dollars (\$5,000,000).

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

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

4.1. **Incentive.** City would agree to pay to Developer \$150,000 at the time a certificate of occupancy is issued for the Project. In lieu of a direct payment, the incentive may also be used as credit toward permit fees or other fees associated with development of the Project.

4.2. **STAR Bonds.** If City successfully develops a STAR Bond project involving the Property, City agrees that Developer may be reimbursed up to \$800,000 in eligible expenses, as allowed by K.S.A. 12-17,162(r).

5. **Miscellaneous.**

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

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

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

6. **Term of Memorandum.** This Memorandum shall become effective upon its execution by the Parties and shall remain in effect until the earliest of (a) execution of a final Development Agreement between the Parties, or (b) October 1, 2016, unless mutually extended by the Parties.

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

**CITY OF GARDEN CITY, KANSAS,**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Janet A. Doll, Mayor

ATTEST:

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

**DEVELOPER  
LEWIS MOTORS, INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

EXHIBIT A - Draft

SITE

US 50/83/400 BYPASS HWY

LARREUR RD

ESCHULMAN AVE





**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
Director  
301 N 8<sup>th</sup> St  
620.276.1577

CLIFF SONNENBERG  
Electric Service's Center  
Superintendent  
140 Harvest Ave  
620.276.1290

FRED JONES  
Water Department  
Resource Manager  
106 S 11<sup>th</sup> St  
620.276.1292

ED BORGMAN  
Waste Water  
Superintendent  
345 S Jennie Barker Rd  
620.276.1281

CITY ADMINISTRATIVE  
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www.garden-city.org

## MEMORANDUM

TO : Governing Body  
THRU: Matt Allen, City Manager  
FROM: Mike Muirhead, Public Utilities Director  
DATE : August 28, 2015  
RE : Software / Hardware Purchase

---

**ISSUE:**

Approval of the purchase agreement with Mapcon Technologies INC. for computerized maintenance management software.

**BACKGROUND:**

The Utilities Department, IT Department and the Planning Department in conjunction with several other departments have reviewed several different software companies. The software packages reviewed over the past eight months may help streamline the processes of all departments, including the Utilities Department. The software reviewed includes IworQ, GovQA, CRW and Mapcon.

It has been determined that the Mapcon product has the software necessary as the next step needed in Utilities to have a fully functional inventory control asset management system. This will be eliminating some in-house access data files that have become obsolete. The software includes modules for (but not limited to) purchasing, asset management, inventory control, vendor manufacture management, work orders, preventive maintenance system, and the use of mobile tracking devices.

This will be hosted on Mapcons system (cloud based server) and the City will pay a monthly fee for the service. This will include unlimited support to the system operators. Should the City decide to move it to an in-house server, we will be credited for our monthly fees towards the outright purchase of the system.

This will initially be used in the combined utilities warehouse facility, and expand into other City Departments as requested or needed. However, it does not address the more complex issues or concerns that all the departments have in streamlining other processes. This effort will continue to be researched and will be recommended in the near future.

**ALTERNATIVE:**

- 1.) Approve the purchase of Mapcon computerized maintenance management software.
- 2.) Do not approve the Mapcon computerized maintenance management software

**RECCOMENDATION:**



**PUBLIC UTILITIES  
DEPARTMENT**

MIKE MUIRHEAD  
Public Utilities  
Director  
301 N 8<sup>th</sup> St  
620.276.1577

CLIFF SONNENBERG  
Electric Service's Center  
Superintendent  
140 Harvest Ave  
620.276.1290

FRED JONES  
Water Department  
Resource Manager  
106 S 11<sup>th</sup> St  
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ED BORGMAN  
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Staff recommends approval of the purchase

**FISCAL NOTE:**

The Monthly fee for Mapcon to host the system will be \$2,485 and the purchase of the required barcode printers and onsite training is estimated at \$6,500

Funding will come from account # 068-413-6100.08 (new equipment other) with a current balance of \$150,000

# Mapcon Technologies

Proposal for

## Garden City Public Utilities MAPCON On-Demand Implementation

August 26, 2015



### Table of Contents

EXECUTIVE SUMMARY .....	2
IMPLEMENTATION PLAN .....	4
PRICING ESTIMATES.....	5
THE MAPCON STORY .....	6

## Executive Summary

MAPCON Computerized Maintenance Management products have been on the market for over 30 years. MAPCON has been designed to provide the ultimate in flexibility, customizability and ease of use while still providing a very comprehensive feature set across multiple plant sites.

### Comprehensive features

The following are some of the features that MAPCON Pro version 6.2 provides:

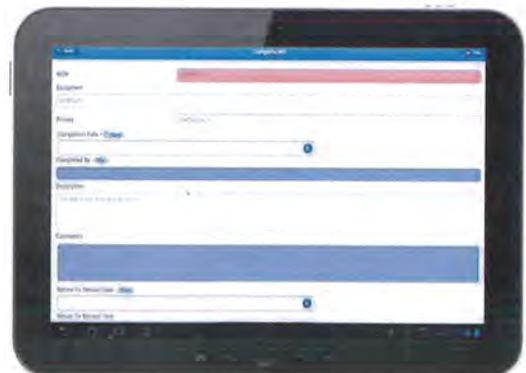
- Asset Management including equipment and facilities
- Comprehensive and Flexible Work Order Management (repair, PM, planning, PM scheduling, automatic e-mails, work requests)
- Integrated Inventory Management
- Integrated Purchasing Management
- Extensive Multi-Site capabilities - Zone and Site Management (users view data for their plant, location or area)
- User Customization Utilities (icons, menus, security, data lookup filters, screen labels, automated report scheduler, report generator, etc.)
- Field level help
- Attach Adobe PDFs, MS Word/Excel documents or images
- Over 200 standard reports
- Browser-less design for fast response using cutting edge Rich Internet Technologies (100% Web Enabled JAVA Swing)
- Wireless Mobile capabilities using Smartphones/Pads (iPhone, Android and iPads) to initiate and complete tasks
- Accounting and other desired Interfaces
- Easy to use Barcode labeling
- System modification services
- Implementation/installation services
- On-site and in-house training services
- System support services
- On-site consulting services

### Smartphone App Mobile Solution Pads and Tablets



### Improvements from MAPCON Professional

- Smartphone Module - (Android, iPhone and Tablets)
- MS SQL Server Database Support
- Improved Look and Feel (theme colors, lookups, lookup filters, etc.)
- Easy to use Record Key Change utility
- Web Browser based Work Request Form
- Unlimited Specifications and Meter/Gauges per Equipment
- Equipment, Inventory and Work Order Revision History
- Definable Stocking Locations



- Purchase Orders directly to projects, equipment and locations
- Improved Fiscal Period management
- Enhanced Timecard data entry
- User Definable Email notifications
- Easier Bar code Label printing
- Improved Attachment management
- Inventory price updates from Invoices (LIFO/FIFO only)
- And More!

### **Personalized service**

Mapcon Technologies prides itself on providing personalized world-class services. MTI is 100% employee owned and turnover is low, providing our customers quick responses from a highly knowledgeable and experienced staff. Although MTI is always looking to the future for new technology and product improvements, our community of users can always take comfort in knowing that all versions of MAPCON software have been and will continue to be supported. That is a guarantee with over 30 years of history to back it up.

### **Unique Users Group**

The MAPCON Users Group was independently incorporated by a group of MAPCON users in 1990. MUG then began holding annual conferences to provide a forum for all Mapcon users. These forums supplied an opportunity for users to take part in presentations, network with fellow users and learn more about MAPCON by attending specialized training classes. They also provided Mapcon Technologies an opportunity to receive input from its users for product development. To this day, this extremely unique organization remains independent and continues to provide top-notch conferences.

### **Conclusion**

MAPCON 6.2 is a practical choice for Garden City Public Utilities to increase efficiency and lower costs in your maintenance management efforts. Mapcon Technologies can and will provide all the required software, services and data upgrade processes for a very reasonable cost, while simultaneously providing features that allow opportunities for future growth. MTI provides the confidence of over 30 years of experience and skilled personnel to get the job done right.

## Implementation Plan

Mapcon Technologies and Garden City Public Utilities personnel will work together closely to ensure an efficient and effective implementation. The outline and dates below give a tentative framework for the upgrade implementation and are subject to Garden City Public Utilities date of acceptance and schedule.

### 1. 2 Days On-Site Pre-Implementation Design

- Developing an Equipment numbering scheme
- Reviewing Location identification codes
- Forming the ground work to start Inventory tracking

### 2. System Created based on Configuration at Purchase

### 3. Two Hour Implementation Session

- Enter User Logins and security which can be used for Production when the system Goes Live – i.e. You only have to do this once, Live data migration/upgrade will not overwrite these logins.

### 4. On-Site Training to prepare for MAPCON Go-Live date

- 3 Days On-Site Training
- Training schedule will be worked out with MAPCON Trainer to best fit Garden City Public Utilities needs

## Pricing Estimates

Please see provided quotes



# Product Quote

Wednesday, August 26, 2015

**Garden City Public Utilities**

**Mike Muirhead**

*Presented by*

**Tom Kopsa**

Corporate Sales Manager

[tkopsa@mapcon.com](mailto:tkopsa@mapcon.com)

800.922.4336



**Easy to use. Powerful software. Priced right.**

**1-800-922-4336 • [sales@MAPCON.com](mailto:sales@MAPCON.com)**



# Mapcon Technologies, Inc

# QUOTE

8101 Birchwood Court - Suite D - Johnston, IA 50131  
Phone: 1-800-922-4336 - Fax: 515-331-3373 - Email: sales@mapcon.com

Date	Quote #
08/26/15	MTIQ4523

**Sold To:** Garden City Public Utilities  
Mike Muirhead  
301 N. 8th St.  
P.O. Box 998  
Garden City, KS 67846

**Phone:** (620) 271-1577  
**Fax:**

**Ship To:** Garden City Public Utilities  
Mike Muirhead  
301 N. 8th St.  
P.O. Box 998  
Garden City, KS 67846

**Phone:** (620) 271-1577  
**Fax:**

Terms	Rep	P.O. Number	Ship Via
Net 30	Tom Kopsa		

Qty	Description	Unit Price	Ext. Price
1	MAPCON Professional Maintenance Management Module - 1000 Assets, Locations or Cost Centers	\$0.00	\$0.00
20	MAPCON Professional Concurrent User License (each)	\$0.00	\$0.00
10	MAPCON Professional - MAPCON Mobile Concurrent License Supports Apple iPhones, iPads, Android SmartPhones and Tablets	\$0.00	\$0.00
4	Additional MAPCON Professional Site License	\$0.00	\$0.00
1	MAPCON Professional Advanced Inventory Module - 5000 Parts The optional Inventory Module provides physical locations for parts as well as tracking inventory quantity and cost through issues, returns, write-offs and reorders. Automatic reorder and Physical Inventory (cycle counts) round out this powerful stock tracking module.	\$0.00	\$0.00
1	MAPCON Professional Advanced Maintenance - The Advanced Maintenance Option includes Cycle PM's, Batch Work Order Close, After the Fact Work Order, KPI Reports, Routes and Equipment Hierarchy	\$0.00	\$0.00
1	MAPCON Professional Advanced Administration - The Advanced Administration Option includes MS Active Directory Integration, Dashboards, Change Key, Filter Management, Attachments, Report Auditing, Automatic Email Management, Font/Color Control and System Scheduler.	\$0.00	\$0.00
1	MAPCON Professional System Utilities - System Utilities includes a Label Editor, SQL Editor, Menu Generator, MS Excel Importing and Report Generator.	\$0.00	\$0.00
1	MAPCON Professional Advanced Human Resources Module - Track Employee Time Off Schedules and Employee Work Order hours with Timecards including costs, Compensations Codes, Employee Auditing, Employee/Craft Pay Rates with extensive reporting options.	\$0.00	\$0.00
1	MAPCON Professional Purchasing Module - Full MRO Purchasing including: Requisitions, Requisitions to Purchase Orders, Purchase Orders, Multi-level approvals with e-mail notifications, Blanket Purchase Orders,	\$0.00	\$0.00

Qty	Description	Unit Price	Ext. Price
	Receiving, and Invoice Reconciliation with Accounting interface capabilities.		
1	Service Billing Module - Service Billing allows the MAPCON User to bill costs to other departments, or, to accounting for customer billing. Includes quoting features.	\$0.00	\$0.00
1	MAPCON Professional Barcode Module	\$0.00	\$0.00
1	MAPCON Cost Accounting Interface Module	\$0.00	\$0.00
1	Monthly Payment - Hosted by MAPCON * Maintenance and Support Included	\$2,485.00	\$2,485.00
		SubTotal	\$2,485.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		<b>Total</b>	<b>\$2,485.00</b>

- \* Our Credit Terms are Net 30 with 18% interest charged for overdue invoices
- \* This quote does not include applicable Taxes
- \* This quote does not include any potential charges for customizations
- \* This quote does not include any potential shipping and handling charges
- \* Airfare, lodging and other expenses are billed separately to client
- \* Estimated on-site days not used will not be billed
- \* This quote is valid for 30 days
- \* Thank you for your business!

*29,820 per year*



# Mapcon Technologies, Inc

8101 Birchwood Court - Suite D - Johnston, IA 50131  
Phone: 1-800-922-4336 - Fax: 515-331-3373 - Email: sales@mapcon.com

## QUOTE

Date	Quote #
	MTIT1019

**Sold To:** Garden City Public Utilities  
Mike Muirhead  
301 N. 8th St.  
P.O. Box 998  
Garden City, KS 67846

**Phone:** (620) 271-1577  
**Fax:**

**Ship To:** Garden City Public Utilities  
Mike Muirhead  
301 N. 8th St.  
P.O. Box 998  
Garden City, KS 67846

**Phone:** (620) 271-1577  
**Fax:**

Recommended SaaS Solution Services

Terms	Rep	P.O. Number	Ship Via
Net 30			

Qty	Description	Unit Price	Ext. Price
<b>On-Site Pre-Implementation Design</b>			
2	On Site Preliminary Implementation Design (per day)  Plan your implementation right so you do it "right" the first time. Includes: * Developing an Equipment numbering scheme * Reviewing Location identification codes * Forming the ground work to start Inventory tracking	\$1,150.00	\$2,300.00
2	Travel Days	\$500.00	\$1,000.00
	SubTotal		<u>\$3,300.00</u>
<b>On-Site Training Options</b>			
3	On-Site Training Services (per Day)	\$1,150.00	\$3,450.00
2	Travel Days	\$500.00	\$1,000.00
	SubTotal		<u>\$4,450.00</u>
<b>Recommended Installation / Implementation Options</b>			
1	Online Implementation-2 Hours Now put your implementation plan into action. * Setting software switches - which features are used * System configuration -look and feel, also e-mail settings, etc. * Creating Groups of users for faster setup * Developing Security Codes and adding Menu security * Creating Keywords that help users find data quickly * Data Entry Tips and Tricks	\$299.00	\$299.00
	SubTotal		<u>\$299.00</u>

Qty	Description	Unit Price	Ext. Price
		SubTotal	\$8,049.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		<b>Total</b>	<b>\$8,049.00</b>

- \* Our Credit Terms are Net 30 with 18% interest charged for overdue invoices
- \* This quote does not include applicable Taxes
- \* This quote does not include any potential charges for customizations
- \* This quote does not include any potential shipping and handling charges
- \* Airfare, lodging and other expenses are billed separately to client
- \* Estimated on-site days not used will not be billed
- \* This quote is valid for 30 days
- \* Thank you for your business!

## The MAPCON Story

### The Future of Maintenance Management Software Today

Long, long ago in a plant or facility near you, maintenance management was in the dark ages. If anything was done at all, it was on paper, likely on scribbled notes scattered about somebody's office. Soon, mainframe computers came to the rescue, but their software was expensive, complicated, difficult to use, not well integrated and almost impossible to customize. With the dawn of the personal computer came even more software, but nothing covered all of the needs of the maintenance department ... Until MAPCON was born ...

In 1980 a retired DuPont executive from Atlanta, frustrated with the lack of maintenance software, met with a few young aspiring programmers to design the ultimate **MA**intenance, **P**lanning and **CON**trol software. After intense design and development, they had the state of the art Computerized Maintenance Management System (CMMS) implemented and successfully assisting the activities of many maintenance departments.

Over one thousand miles away, a McDonalds franchise owner, interested in the growing computer software industry, moves MAPCON to Iowa. To ensure his most recent investment in MAPCON, he hires a former Air Force Nuclear Systems engineer from Princeton, New Jersey to manage MAPCON development and to create "The Most Productive Tool You Will Ever use!".

Over the next several years, users became like family, and soon, began to work with each other to improve their software and business practices, leading to the birth of the MAPCON Users Group (MUG). Independently incorporated in Florida by a group of fellow MAPCON users, MUG began having annual conferences to provide a forum for users to influence product development, to take part in user presentations, to network with fellow users and to learn more about the product through specialized training classes. To this day, this extremely unique organization remains independent, providing top-notch conferences without subjecting attendees to developer sales pitches.

Our team of maintenance professionals became so dedicated to the product and to our customers, that we purchased the company on April 1<sup>st</sup>, 2000. Within the first year, Mapcon Technologies (MTI) released innovative, new products with award winning results. MAPCON's Internet module (iMAPCON) had instant success. That same year, MTI released PocketMaint, MAPCON's handheld PDA software for batch or wireless platforms. In fact, one of MTI's long-time clients, Philadelphia Newspaper, won an industry award for efficiency shortly after installing MAPCON PocketMaint Wireless. To top things off, another long-time customer, Novozymes, earned the coveted North American Maintenance Excellence (NAME) Award, crediting MAPCON for their recent success. MTI also released Mapcon Lite, an entry-level product for smaller maintenance departments, but designed with enough features to keep the wheels of maintenance turning. In addition to all of these products, MTI is currently developing an enterprise rich-internet CMMS solution – JEMMS – "The Power of the Internet Beyond the Browser!".

It is obvious that the comprehensive MTI product line offers a solution to every organization that will impress any maintenance department, while MTI also provides the best customer service in the business. How can you be sure of this? Because our customers are family. There are no automated answering machines; our clients can rightfully expect to talk with a real person from our family. Since MTI is 100% employee owned, employee turnover is low, giving our customers quick responses from our highly knowledgeable and experienced staff. Although MTI is always looking to the future for new technology and product improvements; our user community can always take comfort that all versions of MAPCON software will be supported, always have and always will be. That is a guarantee with over 30 years of history to back it up.

Why should you trust in Mapcon Technologies? Over 30 years of Maintenance Management history, a 100% employee owned company, independent users group and products for every size organization combined with personal and knowledgeable service. These qualities guarantee you will have "The Most Productive Tool You Will Ever Use!".

## Welcome to the MAPCON Family!



# Product Quote

Thursday, August 27, 2015

**Garden City Public Utilities**

**Mike Muirhead**

*Presented by*

**Tom Kopsa**

Corporate Sales Manager

[tkopsa@mapcon.com](mailto:tkopsa@mapcon.com)

800.922.4336



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

**Phone:** (620) 271-1577  
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Mike Muirhead  
301 N. 8th St.  
P.O. Box 998  
Garden City, KS 67846

**Phone:** (620) 271-1577  
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Terms	Rep	P.O. Number	Ship Via
Net 30	Tom Kopsa		

Qty	Description	Unit Price	Ext. Price
2	Datamaxl- I-4212e Mark II Printer, 4" Printhead. 8ips serial/parallel, Thermal Transfer	\$1,695.00	\$3,390.00
		SubTotal	\$3,390.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		<b>Total</b>	<b>\$3,390.00</b>

- \* Our Credit Terms are Net 30 with 18% interest charged for overdue invoices
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- \* Thank you for your business!



# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: August 21, 2015  
Re: GC2015-60, Final plat of the Meadowlark Addition

---

**ISSUE:** Consideration of the final plat of the Meadowlark Addition

**BACKGROUND:** The City of Garden City is having the property platted. The plat includes approximately 109.82 +/- acres. The City Commission is asked to review and consider the final plat of the Meadowlark Addition.

The Meadowlark Addition subdivision will be the location of the Dairy Farmers of America powder milk processing plant. The plant will be 321,000 square feet and will be built on lot 1, block 1. This plant will house approximately sixty five (65) employees.

**ALTERNATIVES:** The Commission may:

1. Approve the final plat
2. Not approve the final plat

**RECOMMENDATION:** Staff recommends approval of the final plat.

**PLANNING COMMISSION:** The plat will be going before the Planning Commission on Monday, August 31<sup>st</sup>.

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)





## MEMORANDUM

**TO:** City Commission  
**FROM:** Matt Allen, City Manager  
**DATE:** August 28, 2015  
**RE:** Consideration of purchasing the former Con-Agra plant owned by JBS/Swift

---

### CITY COMMISSION

JANET DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue

The City Commission is asked to consider directing staff to finalize a purchase agreement to acquire the property owned by JBS/Swift (former Con-Agra plant south of US50 E of Farmland Road).

### Background

This property is adjacent to City limits. It is the former site of the ConAgra beef packing facility which burned in 2000 and never restored operation. There are 336 acres and associated property rights. The City has negotiated the terms of the purchase with JBS for \$2.5 million for the Commission's consideration. The City has begun due diligence work on the water and the environmental requirements. The City has also been researching costs which would be associated with demolition.

There is approximately 1,900 acre feet of water right associated with this property. It will undoubtedly require treatment for municipal use, but is a quantity equal to nearly 25% of the City's total existing resources.

The property is adjacent the corporate limits of the City. Adjacent to US50/400, near US83, near all City services and adjacent to BNSF rail line. If cleaned up, its highest land use would be as industrial area.

### Alternatives

1. Approve the general terms of purchase: approximately 336 acres with corresponding rights for \$2,500,000.
2. Do not approve the general terms of purchase and direct staff discontinuing pursuing the purchase of the property.

### Recommendation

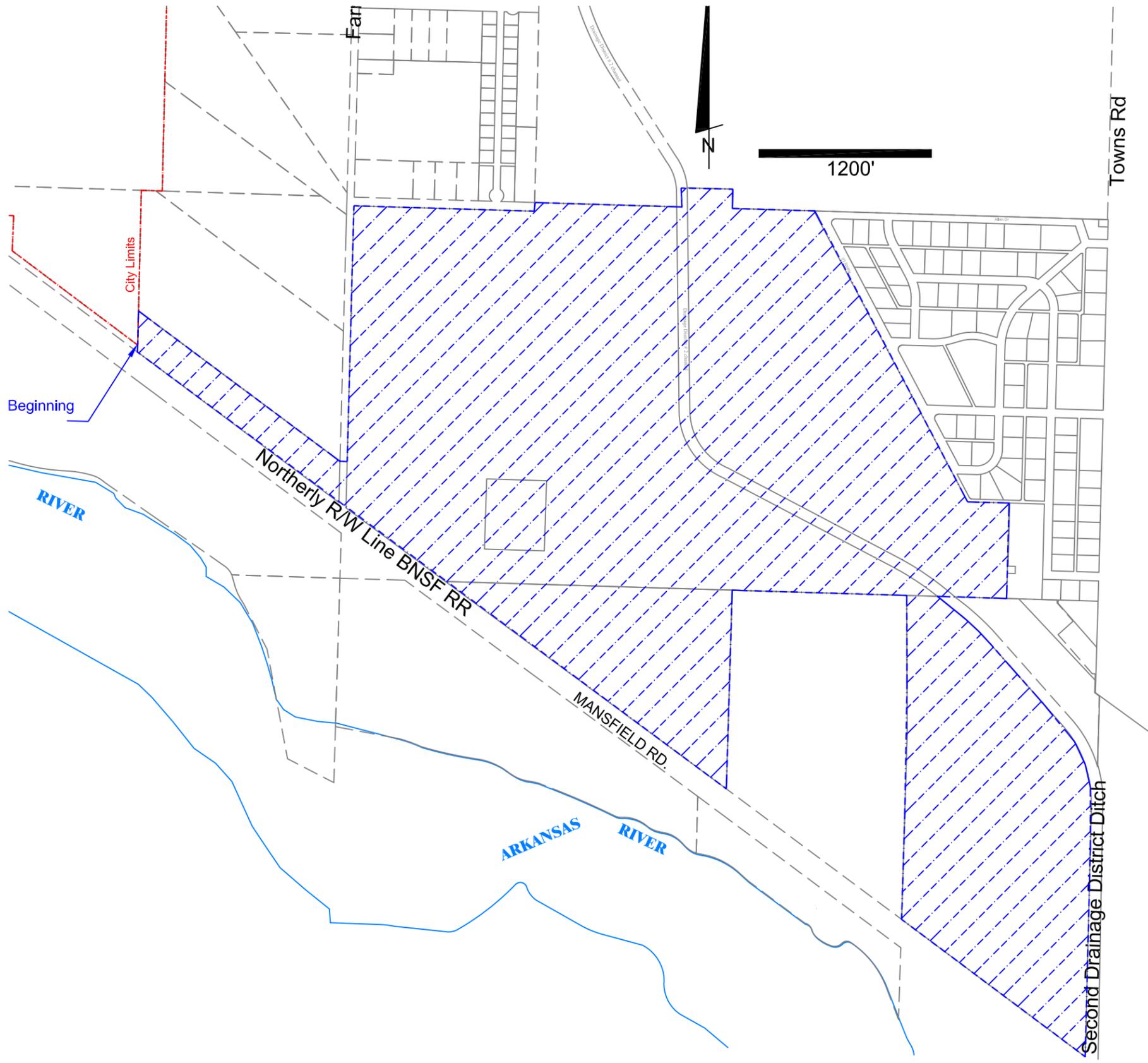
Staff recommends Alternative 1.

### Fiscal Note

The initial purchase would be financed through temporary notes. Long-term strategies likely require 10-year bond financing. Debt service would be proportionately divided between the Water Utility and Bond & Interest.

### 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)



# Consent Agenda



CITY COMMISSION

JANET A. DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
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**MEMO**

**To:** City Commissioners  
**From:** Matt Allen, City Manager  
**Date:** August 28, 2015  
**Re:** Pinegar Smith & Associates

**Issue**

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

**Background**

Pinegar, Smith & Associates, a Topeka-based advocacy firm, has provided advocacy services for the Southwest Kansas Coalition for the past six years. Pinegar, Smith & Associates has proposed an annual contract that would run from January 2016 to December 2016. The proposal requires approval from the Governing Bodies of Garden City, Dodge City and Liberal.

The fee for the agreement would be \$25,000 annually, or \$2,083.33 per month. The Southwest Kansas Coalition would also be responsible for travel expenses for Pinegar, Smith & Associates.

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

**Alternatives**

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

**Recommendation**

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

**Fiscal Impact**

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

## **Agreement for Professional Services**

This Independent Contractor Agreement (the "Agreement") is entered into by and between Pinegar, Smith & Associates, Inc. (the "Consultant"), and The City of Garden City (the "Client").

### **RECITALS**

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

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

**NOW, THEREFORE**, the parties hereby agree as follows:

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

**A. Deliverables.** Consultant will communicate on a regular basis with the City Manager and or his designee. Consultant will monitor issues identified of importance to the City of Garden City as directed by the City Manager. Timely communication will occur transmitting legislative reports to the City Manager regarding legislation of interest that could impact or be of interest to the client. At the request of the Client, Consultant will be available for additional discussions with the Client via telephone.

**2. Consideration.**

**A. Rate.** Client shall pay Consultant, as Consultant's fee for the representation as provided in this Agreement, the sum of Twenty Five Thousand Dollars (\$25,000.00) payable and due January 15, 2016. The Client shall pay Consultant the amount due pursuant to submitted invoice received by the Client.

**B. Expenses.** Additionally, the Client will pay Consultant for the following expenses: Hospitality, not to exceed \$500.00 per year unless prior approval by client is granted and travel expenses (all travel by Consultant will be pre approved by Client); Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports when a report is received by the Client. Consultant will pay for lobbyist registration fee for Clients interest.

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is

understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Client and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Clients regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Client harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

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

**5. Term.** This Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before November 1, 2016.

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

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

**8. Legal Right.** Consultant covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Client from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Client to pay any amounts which remain unpaid under this Agreement.

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

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

1. Notices as to Consultant:

John D. Pinegar, President  
Pinegar, Smith & Associates, Inc.  
513 SW Van Buren St.  
Topeka, Kansas 66603

2. Notices to the Client:

Mr. Matt Allen, City Manager  
City of Garden City  
301 North 8<sup>th</sup> Street  
Garden City, Kansas 67846

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

**City of Garden City**

By: \_\_\_\_\_  
Matt Allen  
*City of Garden City*

Date: \_\_\_\_\_

**Pinegar, Smith & Associates, Inc.**

By: *John D. Pinegar*  
John D. Pinegar  
*Pinegar, Smith & Associates, Inc.*

Date \_\_\_\_\_

# Other Entities Minutes

Wednesday, July 22, 2015 4:41 p.m.

**AGENDA**

A fifteen minute Executive Session needs to be added for Tenant comfort issues.

Approved

Pollet	Deal	Brock	Nelson	Winter
Not Present	Aye	Aye	Aye	Not Present

**MINUTES**

June 8, 2015 audit meeting.

Approved

Pollet	Deal	Brock	Nelson	Winter
Not Present	Aye	Aye	Aye	Not Present

June 24, 2015.

Approved

Pollet	Deal	Brock	Nelson	Winter
Not Present	Aye	Aye	Aye	Not Present

**PUBLIC COMMENT**

No Comment.

**NEW BUSINESS**

**RESOLUTION 15-07 UNCLAIMED PROPERTY**

Over \$5,000.00 of unclaimed property are on our books from tenants that no longer live here or are deceased. Checks for each amount will need to be cut and attempted to be sent to the previous tenant by mail to the last known address. The checks have a 90 day void. If returned, or not cashed within 90 days the money will then be turned over to unclaimed property. In order to get this money off of our books the checks have to be cut.

Approved

Pollet	Deal	Brock	Nelson	Winter
Not Present	Aye	Aye	Aye	Not Present

**RESOLUTION 15-08 COLLECTION LOSS**

Monthly notices are being sent out to these past tenants. Few payments have been received. This resolution will allow this collection loss to be written off in Lindsey and then turned over to the State of Kansas for collection.

Member Pollet joins meeting 4:52 p.m.

The debts will be turned over to the state of Kansas first. If the state is unable to collect within the year the debts will be turned over to the collection company. As long as the previous tenant is paying something every month the debt will not be turned over to collections, however the debt needs to be written off our books.

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Not Present

**DIRECTOR'S REPORT**

**AR REPORT**

No questions or comments.

**FINANCIAL REPORT**

An error has been made in June. \$77,000.00 was pulled down from CFP and put into operating. Lindsey put into the operating subsidy. This correction will be made in the near future and placed into the correct category. \$9,500.00 was budgeted for the boiler this year. That money instead will be used for A/C units that have gone out all in a short time frame. RFQ's have been sent out for future A/C units that will need replaced.

All of the overtime for cleaning is being put into Maintenance. The maintenance costs have increased however the contract costs have decreased.

**OCCUPANCY REPORT**

Two one bedrooms open at Pershing waiting for move in.

**WAITING LIST REPORT**

The one bedroom list is still closed.

## CALENDAR

National night will be Tuesday August 4, 2015 5-9 p.m. RFQ's are being sent for our upcoming Thanksgiving and Christmas dinner.

Board decided RFQ's will not be sent this year for insurance due to reports from insurance companies last year. Quotes were unable to be given due to previous water damage.

## EXECUTIVE SESSION

**Member Nelson:** Nothing to report.

**Member Pollet:** Nothing to report.

**Chairman Brock:** Nothing to report.

**Member Deal:** Nothing to report.

**Member Winter:** Not Present.

Motion for adjournment

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Not Present

**Meeting Adjourned 5:28 p.m.**

---

**Jennifer Brock, Chairman**

---

**Robyn Graffia, Secretary**

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

Monday, August 31, 2015  
9:00 A.M. City Commission Chamber – Garden City, Kansas

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify this office at (620) 276-1170 no later than 48 hours prior to the scheduled commencement of the meeting.

<b>8:30 A.M.</b>	<b>WORKSHOP - AGENDA REVIEW BETWEEN STAFF AND COMMISSION MEMBERS</b> <i>Public Comments/questions are welcome - NO DECISION CAN BE RENDERED.</i>
------------------	---

- I. CHAIRMAN CALLS REGULAR MEETING TO ORDER**
- II. APPROVAL OF MINUTES-** August 20, 2015.
- III. PUBLIC COMMENT - Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- IV. GENERAL STAFF REPORT AND UPDATE**
- V. SUBMITTAL OF EXHIBITS FOR THE RECORD**
  - A. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended**
  - B. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
  - C. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
  - D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
  - E. All application files in their entirety including Staff Reports**
- VI. BUSINESS**
  - o *Staff Report & Applicant Presentation*
  - o *Public Hearing*
  - o *Staff or Applicant Address Public Hearing Comments*
  - o *Commission Action*

**NEW BUSINESS:**

**GC2015-60:** To consider a plat of the Meadowlark Addition, 330 S. U.S. HWY 83, at the request of Meadowlark Dairy Nutrition, LLC.

- VII. ADJOURN**

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION

August 20, 2015

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, August 20, 2015 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8<sup>th</sup> Street, Garden City, Kansas.

I. CALL TO ORDER

Chairman Lopez called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Howard, Member Schneider, Member Germann, Member Schwindt, Member Law, Member Laubach and Chairman Lopez. Also present were Secretary Kentner, Staff Davidson and Staff Thibault.

II. APPROVAL OF MINUTES- July 16, 2015

Member Laubach makes motion to approve the minutes from July 16, 2015. Member Law seconds the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

III. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)

IV. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

NEW BUSINESS

**FC2015-57: Clarification of Ambiguity regarding soccer fields at 4285 Lamonte Pl, Balderrama**

Staff Davidson reads staff report.

Secretary Kentner- You could make this use a Conditional Use or it could be a Zoning Use as well. That way, if there are any issues that arise from the use, there is a way for the County to deal with the situation. You could also make it a by-right use.

Member Laubach- So today we are discussing this issue, not making a decision on it.

Secretary Kentner- We need to know whether or not you want us to move forward with it. If so, we will bring it back to the next meeting as an amendment. Right now it's considered prohibited.

Member Laubach- The use, to me, is not that important. I see no structure. There is a group of people congregating here; who do you go to to complain? Who's in charge? If I were a neighbor, I wouldn't want all those people there and the port-a-pott's. It's only a matter of time before that buffalo grass gets torn up and then it will just become a dust bowl. I saw a lot of negatives on this particular project and maybe we need to look at this use in general.

Chairman Lopez- That was one of my concerns as well; the concentration of people. Four fields, eight teams along with people watching; it just doesn't seem like this area would be conducive for this type of use. And although we aren't talking about this specific location in general, I think it's a good example of different things that might not work.

Secretary Kentner- That's the thing to keep in mind. We don't want to look directly at their project but it's an example of something that could go into any "M-R" District.

Member Laubach- I think you are opening up a can of worms because everybody is going to want to do their own things. I don't know what kind of oversight you'd have here other than complaints and after a while, that's going to get old.

Member Schneider- My question is about liability: who is responsible if an incident takes place? Could the City or County be liable for allowing it?

*Secretary Kentner-* Well, in this case, one entity owns the property and leases it to another entity to run their program on it so I'm not sure how that would work.

*Member Laubach-* So number one, who do you complain to, and number two, who gets sued? Is it an individual that signs the lease or is it a corporate entity?

*Chairman Lopez-* I think the best option might be to make it a CUP because certain situations might be okay but others are not. With this specific project, if you look at the way the city is growing, it's growing that direction. I don't think it will happen tomorrow but eventually it will.

*Member Schneider-* I'm all for recreational activities but we have to do in the right fashion and make sure all of our bases are covered.

*Member Laubach-* I would rather see the land donated to the Recreation Commission so that there is oversight.

*Staff Davidson-* If it were the Recreation Commission it would be allowed because it would be a public use.

*Member Laubach-* Right, with private entities, you lose control.

*Chairman Lopez-* I guess I don't see the ambiguity because it clearly states public entities, not private.

*Secretary Kentner-* If the consensus is that we look at it as solely public entities, then we won't move forward with it.

*Member Schneider-* Can they come back to us with this again?

*Secretary Kentner-* They can come back and request an amendment. Everyone has that right.

*Member Laubach-* Then we can deliberate again.

*Member Howard-* I agree with the consensus.

**MEMBER LAUBACH MAKES MOTION TO DENY THE USE IN THE "M-R" DISTRICT.**

**MEMBER GERMANN SECONDS MOTION.**

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

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

Motion passed.

**FC2015-49: Plat of Russell Child Development Center, N. Jennie Barker**

*Staff Thibault reads staff report.*

**MEMBER SCHNEIDER MAKES MOTION TO APPROVE.**

**MEMBER LAW SECONDS MOTION.**

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

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

Motion passed.

**FC2015-55: JesseCo Addition, 2101 W. Maple**

*Staff Thibault reads staff report.*

*Secretary Kentner-* The reason this lot has two homes is because the County granted a hardship waiver to the owner so that they could care for an ailing family member. The second house has been removed from the property and that part of the lot is vacant.

*Ken Parks-* The land owner's opinion is that there was a house there previously and it is still grandfathered. So he wants to put another house there and if he does that, realistically he wants it on a separate lot.

*Secretary Kentner-* We do know that all four lots in this area share a well which is currently not up to code. If a new lot were created, they would have to drill their own well or bring the current well up to code. Again, the reason for two houses was because of a hardship.

*Member Schneider-* The prior owner shared the well and a septic system?

*Secretary Kentner-* Yes.

*Member Schneider-* So we would require them to have separate septic systems and water?

*Secretary Kentner-* Yes.

*Member Laubach-* Why would we require them to have separate wells?

*Secretary Kentner-* Currently, there is no home on the new lot being created. If the new lot were created, it wouldn't meet code.

*Member Schneider-* So they could share it.

*Member Laubach-* It just wouldn't meet code.

*Secretary Kentner-* Correct.

*Chairman Lopez-* Once the house is removed, does the grandfather clause stay in place?

*Secretary Kentner-* Well, in this case, there is a gray area. The County granted a hardship waiver for a relative to live there. It wasn't for a second home as a rental, it was a hardship for an ailing relative. It was supposed to be short-term and that's why they were allowed to share the well and septic. The home has been removed and the way Staff sees it, the home was granted in an emergency situation and not for a second property to rent or sell.

*Member Laubach-* In the past, we've been okay with these divisions as long as they went with the ATU systems.

*Secretary Kentner-* Yes, the County Commission has granted cases like this with ATU systems.

*Chairman Lopez-* I thought we had established precedence with how small we allowed these lots?

*Secretary Kentner-* They can go all the way down to a quarter of an acre in size with an ATU system.

*Member Laubach-* So this would fall within that.

*Secretary Kentner-* Yes. If they chlorinated that well and brought it up to code, there wouldn't be any issue with it at all.

*Member Laubach-* The staff report says it would need to be connected to a public water supply but there is no public water out there.

*Secretary Kentner-* Technically, as soon as the well is brought up to code, it would become a private-public water supply. They are supplying water to multiple people and the County code states that if you supply more than two wells, it has to be chlorinated.

*Member Laubach-* If we approve the plat subject to the code, that's their problem.

*Secretary Kentner-* Right.

*Member Schneider-* So they can do it two ways: share the same well or add a second but either way it has to be brought up to code?

*Secretary Kentner-* Yes. As long as they bring it up to code, we will allow another house to go on there. If they don't, they cannot place another home there.

*Chairman Lopez-* Each home would need an ATU?

*Secretary Kentner-* Correct.

*Staff Davidson-* They would need an ATU because of the lot size.

**MEMBER LAUBACH MAKES MOTION TO APPROVE CONTINGENT UPON BRING THE WELL UP TO CODE OR ADDING A SECOND WELL, AND INSTALLING AN ATU SYSTEM.**

**MEMBER HOWARD SECONDS MOTION.**

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

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

Motion passed.

**FC2015-4748: Peters Tract 1, 4435 E. Plymell Rd and rezoning from "A" to "R-R"**

*Staff Thibault reads staff report.*

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**

**MEMBER LAW MAKES MOTION TO APPROVE THE PLAT.**

**MEMBER GERMANN SECONDS MOTION.**

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

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

Motion passed.

**MEMBER HOWARD MAKES MOTION TO REZONE FROM "A" TO "R-R".**

**MEMBER LAUBACH SECONDS MOTION.**

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

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

Motion passed.

**FC2015-51/52: Saloga Addition and Rezoning from "A" to "R-R", 2460 E. Tennis Rd.**

*Staff Davidson reads staff reports.*

OPEN PUBLIC COMMENT  
 CLOSE PUBLIC COMMENT  
 MEMBER LAUBACH MAKES MOTION TO APPROVE THE PLAT.  
 MEMBER HOWARD SECONDS MOTION.

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

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

Motion passed.  
 MEMBER LAW MAKES MOTION TO REZONE FROM "A" TO "R-R"  
 MEMBER LAUBACH SECONDS MOTION.

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

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

Motion passed.  
**FC2015-53/54: Bulkley Addition and Rezoning from "I-1/I-2" to "R-R", 3801 E. Spruce**

Staff Davidson reads staff reports.  
 Secretary Kentner explains case.  
 Chairman Lopez- Why would it not be annexed right now?  
 Secretary Kentner- It very well could be. It's the choice of the property owner. We aren't exactly sure how long ago that it was connected to City water so it would be beneficial to them to annex it so they don't have to pay higher costs for the utilities. They will have to pay higher taxes though.  
 Member Laubach- So if we approve this with the pre-annexation agreement, the City can annex it at any time, correct? At their discretion?  
 Secretary Kentner- Correct. We would prefer it be voluntary though.

OPEN PUBLIC COMMENT  
 Edwin Pahls- I'm the owner and I bought the property at the tax sale with the intent of flipping it and selling it, which I did. I will sign the agreement and I agree that "L-R" probably fits better but I can't sign the letter until it gets rezoned.  
 Staff Davidson- Is it your intention to annex it in?  
 Edwin Pahls- Yes.

Secretary Kentner- Honestly, this is the best option because with the real estate laws, you can't get a residential loan on the property.  
 Ken Parks- The easements on the property are recorded and are private. We aren't trying to make them public.  
 Discussion ensues regarding easements.

Chairman Lopez- I was curious what the adjoining "C-2" property could be used for? Would there be any buffer zones?  
 Secretary Kentner- There would need to be buffers on all sides. The property is large enough for a commercial business to operate there. There are three lots here that don't have access to public right of way. We don't know how long ago that was done. The best case scenario would be to have a road running along the south side of these properties which would be an extension of Spruce Street.

Chairman Lopez- I appreciate the concerns you brought up but the applicant seems agreeable to doing what appears to be conducive with the way the City is growing.  
 Member Germann- What is currently on that "C-2" property?  
 Secretary Kentner- It's undeveloped.

CLOSE PUBLIC COMMENT.  
 MEMBER LAUBACH MAKES MOTION TO APPROVE PLAT.  
 MEMBER HOWARD SECONDS MOTION.

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

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

Motion passed.

**MEMBER GERMANN MAKES MOTION TO REZONE TO “L-R” CONTINGENT UPON PRE-ANNEXATION LETTER  
MEMBER LAUBACH SECONDS MOTION.**

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

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

Motion passed.

**FC2015-46: Rezone 2460 N. Jennie Barker from “L-R” to “G-C”, Randy Wildeman**

*Staff Davidson reads staff report.*

*Member Laubach-* The City could annex it at any time.

*Staff Davidson-* There is no doubt that this will come into the City.

*Member Laubach-* What is the reason for Staff requesting the property be annexed prior to the rezoning?

*Secretary Kentner-* We are trying to save them some money from having to rezone it twice.

*Staff Davidson-* It could be tomorrow that the City decides to annex it and then they will have to turn around and rezone it again.

*Secretary Kentner-* We are just trying to save them a step but they understand the process and that’s what they want to do.

*Member Germann-* Who’s responsible for rezoning it the second time?

*Secretary Kentner-* The property owner would be responsible. If rezoned to “G-C”, the City version of that is “C-2” which is across the street so there is no problem there.

*Member Laubach-* He just wants to put gravel in the parking lot as opposed to paving it; is that the main issue?

*Secretary Kentner-* Depending on what he is doing at that location, it won’t matter. He will still have to go through site plan. The house on the property will have to be removed or repurposed. We just thought we’d save them a step or two.

*Diane Crockett, Envision Real Estate-* We are asking that it be rezoned to commercial. The concern is the utilities; anytime that you annex into the City, I would think that the City would provide utilities. By us holding off on the annexation for now, it allows the City a little more time to extend those utilities. Therefore, we would like to go ahead and move forward with the rezoning.

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**

*Member Laubach-* How long would it take the City to get sewer out there?

*Secretary Kentner-* The sewer actually isn’t too far away. It’s right in front of the hotel on Hwy 156. Chappel Heights is also developing to the east.

*Member Laubach-* If we approve it as it, they will have to take care of it later on.

*Secretary Kentner-* Yes.

**MEMBER HOWARD MAKES MOTION TO REZONE TO “G-C”**

**MEMBER LAUBACH SECONDS MOTION.**

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

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

Motion passed.

**FC2015-50: Rezone 322 E. Hillside Ave from “I-3” to “R-R”, Justin Parks**

*Staff Thibault reads staff report.*

*Mrs. Parks-* We’ve lived here for over 30 years and I feel like we should be grandfathered in. We’ve been paying residential taxes for years and I wish the City and the County would get on the same page about the zoning.

*Secretary Kentner-* To clarify, the appraisers base the tax on the use of the property. It doesn’t have anything to do with the actual zoning of the property.

*Chairman Lopez-* The staff report says manufactured home. Does that mean mobile home or modular home?

*Zach, D & H Homes-* It’s a residential manufactured home. It will be put on a foundation.

*Secretary Kentner-* They can’t do a mobile home; it would have to be built under the residential code.

**OPEN PUBLIC COMMENT**

*Dave Jones-* Is this something that they are requesting or is this a property that should have been included in the County-wide rezoning that we paid for?

*Secretary Kentner-* I’m not sure how but it slipped through the cracks when we did the County-wide rezoning.

*Dave Jones-* Can you add this to our list to take care of?

*Secretary Kentner-* We can bill you.

*CLOSE PUBLIC COMMENT*  
*MEMBER LAUBACH MAKES MOTION TO REZONE TO "R-R".*  
*MEMBER SCHNEIDER SECONDS MOTION.*

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

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

Motion passed.

*Meeting adjourned at approximately 10:10 am.*

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Mario Lopez  
Doug Laubach

Chairman  
Vice-Chairman

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Kaleb Kentner  
Carol Davidson  
Mackenzie Thibault

Secretary