



**AGENDA  
CITY COMMISSION MEETING  
Tuesday, May 17, 2016  
1:00 PM**

**City Administrative Center, 301 N. 8th Street**

**I. Note:**

**11:00 a.m. - 12:45 p.m. - Joint Meeting between the City of Garden City, Finney County and City of Holcomb Commissions in the large meeting room in the City Administrative Center.**

**II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT**

**III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION**

**IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED**

A. May 3, 2016 City Commission minutes.

**V. PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**

**VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES**

A. Recognition of the 2016 First Quarter City of Garden City Safety Award recipient.

B. Carole Fry, on behalf of the Finney County Fair, requests the Governing Body to consider and approve the following requests:

1. Special rate fee (\$20.00) for solid waste service
2. Permission to close off Lake Avenue to thru traffic For July 27-31, 2016.
3. A waiver of the deposit and daily fees normally required for the carnival.

**VII. REPORT OF THE CITY MANAGER**

A. Water Resource Manager Jones will provide a progress update on the 2016 Cast Iron Water Main Cleaning Project.

B. City Manager Allen wishes to congratulate Public Utilities Director Muirhead on his recent apointment as the 2016 / 2017 President of the Kansas Municipal Utilities (KMU).

C. Presentation of 2016 Spring Cleanup held March 30 - April 14, 2016.

- D. Presentation of the April 2016 staff report from the Garden City Regional Airport.
- E. Presentation of the April 2016 building report from Neighborhood & Development Services.
- F. Presentation of the May 2016 City Projects Update Report from Public Works.
- G. Presentation of the April 2016 code compliance report from Neighborhood & Development Services.
- H. Presentation of April 2016 Fire Department activity reports.
- I. Presentation of the April 2016 staff report from Lee Richardson Zoo.

#### **VIII. MEETINGS OF NOTE**

- May 17, 2016 - Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:00 a.m. - 1:00 p.m. in the Meeting Room at the City Administrative Center
- June 2-4, 2016 at 7:30 p.m. and June 5, 2016 at 2:00 p.m. - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall
- June 6-13, 2016 - Flying Legends of Victory tour at Garden City Regional Airport. The B-17 free viewing from 9:00 a.m. - 6:00 p.m.
- June 9-11 at 7:30 p.m. and June 12, 2016 at 2:00 p.m. - *Monkey Business* performance at the Finnup Center in the Baffa Lecture Hall
- June 11, 2016 - Beef Empire Days Community Feed at Lee Richardson Zoo on the west green from 9:00 a.m. - 11:00 p.m.
- June 11, 2016 - Beef Empire Days Main Street parade at 10:30 a.m.
- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

#### **IX. CONSIDERATION OF APPROPRIATION ORDINANCE**

- A. Appropriation Ordinance No. 2412-2016A.

#### **X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS**

- A. The Governing Body is asked to consider and approve an ordinance declaring all elections of the City of Garden City to be nonpartisan.

Ordinance No. \_\_\_\_\_-2016, an ordinance establishing that all municipal elections for the City of Garden City, Kansas shall be nonpartisan elections.

- B. The Governing Body is asked to consider and approve an ordinance to amend the Garden City Zoning Regulations to allow Community Resource Centers in the R-3 district.

Ord. No. \_\_\_\_\_-2016, an ordinance amending the zoning regulations for the City of Garden City, Kansas to regulate the R-3 Multiple family residential district; amending zoning regulation sections 2.030 and 7.035; repealing in their entirety current zoning regulation sections 2.030 and 7.035; all to the zoning regulations for the City of Garden City, Kansas.

- C. The Governing Body is asked to consider and approve a rezone of 2002 Labrador Blvd. from the "C-2" General Commercial District to the "R-3" Multiple Family Residential District.

Ord. No. \_\_\_\_\_-2016, an ordinance approving the rezoning of land from "C-2" General Commercial District to "R-3" Multiple Family Residential District; amending the zoning ordinance and the district zoning map of the city; and repealing the current zoning ordinance and district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas.

## **XI. OLD BUSINESS**

- A. The Governing Body is asked to consider and approve a Construction Agreement with the Kansas Department of Transportation for the Meadowlark Dairy Nutrition plant highway and access road improvements.
- B. The Governing Body is asked to consider and approve the purchase agreement for 305 N. 5th Street.

## **XII. NEW BUSINESS**

- A. The Governing Body is asked to consider and approve a Real Estate Purchase Agreement for the purchase of property located on E. Schulman Avenue, east of Jennie Barker Road to create a regional detention pond for stormwater control of the northeast portion of Garden City.
- B. The Governing Body is asked to consider waiving City ordinance 62-12; to allow for the discharge of consumer fireworks within the City limits of Garden City, specific to the sale of fireworks in the state of Kansas per K.A.R.22-6-5
- C. The Governing Body is asked to consider and approve holding a public hearing regarding the establishment of a collaborative city and county land bank.
- D. The Governing Body is asked to consider and approve the Final Plat and Development Agreement of the Arcos Addition, First Replat.
- E. The Governing Body is asked to consider and approve and authorize the Mayor and the City Clerk to execute the Firm Electric Contract, with the Kansas Municipal Energy Agency, for Garden City's allocation of electric power from the Western Area Power Administration.
- F. The Governing Body is asked to consider and approve staff to negotiate with the Kansas State University and Southwest Towing for possible connection to City water supply.
- G. The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation to approve "Resident Parking Only" signs at 502 N. Fifth Street.
- H. The Governing Body is asked to re-appoint Police Chief Utz to serve on the Community Corrections Advisory Board.

- I. The Governing Body is asked to appoint a board member to fill an unexpired term left by Marcus Ramos on the Garden City Recreation Commission board. The term is set to expire February 2017.
- J. Presentation on Water Rate Study by Professional Engineering Consultants (PEC) Sarah Unruh, PE.
- K. Review of Enterprise & Support Funds - Electric Capital Reserve (#67), Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Re-placement (#81), and Water Maintenance Reserve(#82).
- L. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

M. ***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. The Governing Body is asked to consider and approve deeds for alley right-of-way in Block 72, Original Plat (east side of the 200 Block S. First Street).
- 2. The Governing Body is asked to consider and approve a contract to provide engineering services for the City.
- 3. The Governing Body is asked to consider and approve to purchase 250 sideload trash containers.
- 4. The Governing Body is asked to consider and approve applications for 2016 Vegetation Mowing for Code Violations.
- 5. The Governing Body is asked to consider and approve licenses for May 17, 2016.

### **XIII. CITY COMMISSION REPORTS**

A. Mayor Law

B. Commissioner Fankhauser

C. Commissioner Cessna

D. Commissioner Dale

E. Commissioner Doll

**XIV. OTHER ENTITIES**

- A. Presentation of the April 14, 2016 minutes from the Airport Advisory Board.
- B. Presentation of the December 7, 2015 minutes from the Traffic Advisory Board.
- C. Presentation of the May 3, 2016 minutes from the Zoo Advisory Board.

**XV. ADJOURN**



**AGENDA**  
**JOINT MEETING OF THE FINNEY COUNTY, GARDEN CITY, AND**  
**HOLCOMB COMMISSIONS**  
**City Administrative Center**  
**Tuesday, May 17, 2016**  
**11:00 A.M.**

CITY COMMISSION

J. CHRISTOPHER LAW,  
Mayor

ROY CESSNA

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

- I. City of Garden City Issues
  - A. Law Enforcement Center excess sales tax
  - B. Law Enforcement Center contract
  - C. Animal Shelter contract
- II. Finney County Issues
  - A. Jennie Barker Road
- III. City of Holcomb Issues
  - A. None at this writing
- IV. Other issues:
- V. ADJOURN.

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)

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

City of Garden City  
May 3, 2016

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, May 3, 2016 with all members present. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Commissioner Cessna moved to approve the April 17, 2016 City Commission minutes with corrections. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body recognized and congratulated the graduates of 2016 Citizen's Academy. They were:

Jeana Anliker	Marvin Anliker	Colin Betts
Whitney Buchman	Tonya Chmielewski	Sean Collins
Ciara Crandall	Amelia Croteau	Carol Davidson
Amanda Donahoe	Vanessa Garcia	Vicky Germann
Sonia Gutierrez	C.W. Harper	Andrew Hawkins
Clayton Holub	Glenda Mendoza	PaTrick Pinchon
Alejandra Ramos	Mark Russo	Mackenzie Thibault

Commissioner Cessna moved to allow the Mayor to proclaim May 15, 2016 through May 21, 2016 as National Police Week, with a ceremony scheduled for May 13, 2016 at 10 a.m. to be held at the Finney County Law Enforcement Center. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following requests from Deann Gillen, Executive Director, on behalf of Beef Empire Days, Inc.

1. The use of the west green at Lee Richardson Zoo from 8:00 a.m. - 11:00 p.m. on Saturday, June 11, 2016 for the annual Chuckwagons in the Park. This request includes closure of the drive in gates and a waiver of half of the fees associated to closing the drive-in gates.
2. Permission to sell and consume alcoholic beverages at the zoo from 5:00 p.m. - 11:00 p.m.
3. Waiver of the carnival deposit fee and daily fees.

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 Fankhauser moved to approve the use of Lee Richardson Zoo on May 26, 2016 for Leadership Kansas - Taste of Garden City event to include permission to consume alcoholic beverages at the zoo and the closure of the zoo. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Water Resource Manager Jones presented the 2016 Consumer Confidence Report to the Governing Body.

Staff provided items of information for Governing Body review including the following: from Finance Director Hitz the April sales tax report and from Fire Chief Shelton the March activity report.

Meetings of note:

- May 7, 2016 – Benefit Dinner and Auction for Coy and James at the American Legion at 5:30 p.m.
- May 13, 2016 – Peace Officer’s Memorial Day Ceremony at 10:00 a.m. in the front of the Law Enforcement Center, 304 N. Ninth Street
- May 17, 2016 – Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:00 a.m. – 1:00 p.m. in the Meeting Room at the City Administrative Center
- June 2-4, 2016 at 7:30 p.m. and June 5, 2016 at 2:00 p.m. – Monkey Business performance at the Finnup Center in the Baffa Lecture Hall
- June 7, 2016 - June 12, 2016 - Flying Legends of Victory tour at Garden City Regional Airport. B-17 free viewing from 9:00 am - 6:00 pm.
- June 9-11 at 7:30 p.m. and June 12, 2016 at 2:00 p.m. - Monkey Business performance at the Finnup Center in the Baffa Lecture Hall
- June 11, 2016 - Beef Empire Days Community Feed at Lee Richardson Zoo on the west green from 9:00 a.m. - 11:00 p.m.
- June 11, 2016 - Beef Empire Days Main Street parade at 10:30 a.m.
- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

Appropriation Ordinance No. 2411-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$5,119,218.08” was read and considered section by section. Commissioner Doll moved to approve and pass Appropriation Ordinance No. 2411-2016A. 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

The Governing Body considered two (2) Resolutions with regard to escrow disbursement signatures.

Resolution No. 2654-2016, “A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-006) FOR POLICE DEPARTMENT EQUIPMENT WITH CLAYTON HOLDING, LLC.” was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2654-2016. 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

Resolution No. 2655-2016, “A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (LEASE NO. 5000127-004) FOR POLICE DEPARTMENT EQUIPMENT WITH COMMERCE BANK, NA” was read and considered section by section. Commissioner Dale moved to approve Resolution No. 2655-2016. 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

Resolution No. 2656-2016, “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 (607 Conkling - White minivan)” was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2656-2016. 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

Myca Bunch, Executive Director of Downtown Vision, Inc., presented the 2016 first quarter report to the Governing Body.

Commissioner Fankhauser moved to approve the selling of the houses located at 302 N. Sixth Street and 305 N. Fifth Street. 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 movde to approve a contract with Vision Internet to provide website development and hosting services. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to approve revisions to the Water Conservation and Drought Response Plan as part of a planned annual review process. 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

Finance Director Hitz reviewed the Enterprise & Support Funds - Golf Course (#70), Golf Course Bldg. (#71), Solid Waste (#75), Drainage Utility (#79).

Commissioner Doll moved to approve the following:

1. The Governing Body consideration and approval of the lease amendment between Sherif Dullovi, Giovanni Dullovi and the City of Garden City for the rented restaurant space at Garden City Regional Airport.
2. Quit Claim Deed from the Heirs of Charles T. Williams transferring Spaces 1 and 2, Lot 57, Zone D of Valley View Cemetery to Ronald and/or Janie Schwartz.

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

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

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Chris Law, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

Commissioner Doll stated she was excited for the week of National Police Week and stated it is a great time to say thank you to Law Enforcement Officers. Commissioner Doll commented on the pre-meeting topic of the new Household Violence Unit and stated the ultimate goal is to break the cycle of violence and that she sees it as a positive addition to the Garden City Police Department. Commissioner Doll mentioned the new Heartland Cancer Center is now open and commented that it's great to have this type of facility in Garden City. Commissioner Doll commented that she attended the annual Mosaic fundraiser and that it was a great event as usual.

Mayor Law noted that he attended the Heartland Cancer Center grand opening and commented that it is a life changing facility for our community with amazing staff. Mayor Law commented that it's great to have the new Household Violence Unit with Garden City Police Department and stated it's wonderful to see innovations and collaborations like this happen amongst city staff. Mayor Law commended Family Crisis Services, Garden City Police Department and the City Prosecutor's Office for coming up with this unit to serve Garden City.

Commissioner Fankhauser stated the Household Violence Unit is a great idea and hopefully it will help the community in the long run. Commissioner Fankhauser thanked Executive Director Myca Bunch for her work with Downtown Vision and encouraged her to keep promoting the downtown area.

Commissioner Cessna congratulated the graduates of the Citizens Academy and thanked them for seeking ways to be involved in their community. Commissioner Cessna commented that he attended the Citizen's Academy graduation dinner and it was great to hear all the graduates speak of city staff being so enthusiastic about their jobs. Commissioner Cessna suggested that all new city employees attend the Citizen's Academy sessions. Commissioner Cessna commented that the Heartland Cancer Center is another regional draw for our community. Commissioner Cessna stated the Household Violence Unit collaboration shows the great leaders within the City and thanked those that played a role in this worthwhile endeavor.

Commissioner Dale stated the Household Violence Unit is another great tool to work with for the Garden City Police Department. Commissioner Dale commented that there are a lot of community events coming up including the Peace Officers Memorial Ceremony and the Benefit Dinner and Auction for Coy and James. He encouraged everyone to attend.

# Petitions



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Allie Medina, Human Resources Director  
**DATE:** May 17, 2016  
**RE:** City of Garden City Safety Award - First Quarter 2016

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### **ISSUE:**

Recognition of the 2016 First Quarter City of Garden City Safety Award recipient.

### **BACKGROUND:**

Each quarter all employees may submit nominations to recognize those who go above and beyond the normal duties to help improve the safety of their department, organization or to motivate employees to take that extra step with safety. The Safety Committee selects one recipient per quarter that receives a personal day that can be used over the next year. At the end of the year, one of the quarterly winners will be selected as the Annual Individual Safety Recognition Recipient and will receive \$175.

The Safety Committee selected Candace Brawner as the recipient of the first quarter's award. Candace was nominated by Kristi Newland, Zoo Director. Kristi provided the committee with the following information regarding Candace's safe work practices:

On the evening of Wednesday, February 10, as Candace was driving through the zoo to go home after work, she noticed one of the landscaped areas west of the zoo was on fire. She immediately called GCFD, retrieved the closest fire extinguisher from the service area of the Triangle restroom and called other zoo staff for assistance. Following the training she has received on using a fire extinguisher, Candace proceeded to empty the extinguisher she had on the fire. Community members passing by pulled over to help with a larger extinguisher they had in their vehicle. GCFD arrived and took over the situation. The wind had started to pick up already that evening. Candace was observant and took charge of addressing an emergency situation. Without her actions the situation could have been more severe.

The Safety Committee would like to commend Candace on demonstrating safety leadership, enhancing the safety of others, and utilizing safety training appropriately.

### **ALTERNATIVE:**

None.

### **RECOMMENDATION:**

**First Quarter Award Recipient**

Candace Brawner

The Safety Committee wishes to thank you for your support of all City of Garden City Safety programs.

**FISCAL NOTE:**

None.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** May 17, 2016  
**RE:** 2016 Finney County Fair requests

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### **ISSUE:**

Carole Fry, on behalf of the Finney County Fair, requests the Governing Body to consider and approve the following requests:

1. Special rate fee (\$20.00) for solid waste service
2. Permission to close off Lake Avenue to thru traffic For July 27-31, 2016.
3. A waiver of the deposit and daily fees normally required for the carnival.

### **BACKGROUND:**

The requests are consistent with what previous City Commissions have approved for this event.

### **ALTERNATIVE:**

1. Approve all requests as presented.
2. Make other recommendations or suggestions for requests.
3. Deny all requests.

### **RECOMMENDATION:**

Staff recommends Alternative No. 1.

### **FISCAL NOTE:**

The daily carnival fee is \$300.00 per day and the deposit is \$2500.00.

### **ATTACHMENTS:**

Description	Upload Date	Type
Finney Co. Fair request letter	5/12/2016	Backup Material



# Special Event Request

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

- Other
  - Carnival/Circus\*
  - Sports Event\*
  - Haunted House\*
  - Parade\*\*
- \*License Required  
 \*\*Parade Application Required

May 2, 2016

Today's Date

FINNEY COUNTY FAIR

Name of Event (if applicable)

JULY 27 - 31, 2016

Date of Event

FINNEY COUNTY FAIRGROUNDS

Location of Event

Start and End Time of Event

FINNEY COUNTY FAIR

Purpose of the Event

411 SOUTH 9TH STREET

GARDEN CITY, KS 67846

(620) 272-7746

CAROLE FRY

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

**Please mark for all request. (Note: Amenities are not available at all locations.)**

Street Closure and/or Barricades	<b>Close Lake Ave, Wed Morning 7/22 through Sun Morning 7/26</b>	Steven's Park Bandshell	N/A	Noise Waiver**	N/A
Extra Trash Receptacles	<b>Special Rate Fee for Trash Services (\$20/container)</b>	Restrooms (Park Shelter Keys)	N/A	Electricity Access	N/A
Additional Request/Remarks	<b>Waiver Deposit required for Carnival and \$300/day fee, DWTA Helicopter rides (same as 2015)</b>				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

**\*\*Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

**RESOLUTION NO. 2435-2011**

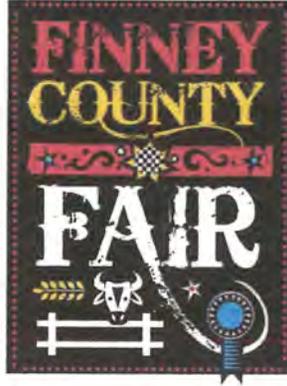
A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses of groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

Signature Carole Fry

Date 5-2-2016

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



411 SOUTH 9<sup>TH</sup>

GARDEN CITY, KS 67846

P.O. BOX 891

May 2, 2016

Garden City Commissioners  
City Administrative Center  
301 North 8<sup>th</sup>, P.O. Box 499  
Garden City, KS 67846-0499

Dear Commissioners:

It is once again time to get ready for the Finney County Fair at the Finney County Fair Grounds from July 27 through July 31, 2016. We would like to take this opportunity to invite all of you down to visit the Fair and enjoy the many activities planned.

Kicking off the Fair on Wednesday will be Sheep, Rabbit and Poultry Shows, along with the Bucket Calf and Beef Shows.

On Thursday evening, at 5:00 p.m., there will be a free Hamburger Feed on the plaza. This year's Horse Speed Events will be held in the Grandstand Arena.

Appearing Friday evening is Two Time ICMA Nominee and Nashville recording artist John Clark Blackwell. In 2013 John released his first duet single "GIVE" with Christian Music Hall of Fame artist Susie McEntire (Reba's sister) and soared to #1 on the Inspirational Country Music Charts in June of 2014.

On Friday and Saturday evenings we have the Food Court and traditional 4-H Concession Stand.

For the Fair's Main Event on Saturday evening, we're bringing recording artist Sara Morgan. Sara Morgan is a performing singer/songwriter quickly making her name known throughout the Midwest and beyond. Sara often brings her lyrics and music to the stage in songs she refers to as hybrid country; thought-provoking lyrics rich in substance, accompanied by music that blends a modern, contemporary country sound with echoes of the traditional, classic country she loves. Her songs get regular radio play on community radio station KKFI 90.1 FM in Kansas City and KMXN 92.9 "The Bull" in Lawrence, KS; she has been featured in the Kansas City Star and The Pitch news publications, and she records at Chapman Studios in Lenexa, Kansas. Sara resides in the Kansas City metropolitan area.

*DWTA Helicopters* brought a unique feature to the 2015 Finney County Fair with their popular helicopter rides. With your permission, we would like bring the opportunity for others to enjoy the excitement of a helicopter ride.

*The Pride of Texas Shows* will again be our featured carnival. This year's carnival will feature several new attractions and should be as popular as ever, bringing in many visitors from Finney County and surrounding communities.

Don't forget the 4-H Bake Sale on Tuesday, July 26, starting at 9:00 a.m. and the Open Class Bake Sale on Friday, July 2, at 10:00 a.m. If you come a little late, don't worry – the cakes, cookies and breads being judged for top honors are the last ones to be brought out to the sale table.

Of course, we are writing to do more than invite you down to the fair. We would also like to make a few requests. First is to request a special rate fee (\$20) for trash service for the Finney County Fair. Second is to request permission to close off Lake Avenue to thru traffic, as we have done in the past, beginning Wednesday morning and continuing through Sunday morning. Additionally, we again respectfully request a waiver of the deposit normally required for the carnival, as well as the \$300/day fee. Historically, the deposit has been returned to the Fair Board, in full.

Thank you for considering our requests. We'll look forward to seeing you at the 2016 Finney County Fair!!!!

Sincerely,

A handwritten signature in cursive script that reads "Carole Fry".

Carole Fry, on behalf of  
The Finney County Fair Board

# Report of the City Manager



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** May 17, 2016  
**RE:** Water Resource Manager Jones will provide an update on Cast Iron Water Main Cleaning 2016.

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### **ISSUE:**

Water Resource Manager Jones will provide a progress update on the 2016 Cast Iron Water Main Cleaning Project.

### **BACKGROUND:**

The City Commission approved an agreement with Mayer Specialty Services, LLC to clean 9,746 feet of water main on February 8, 2016.

Mayer Specialty Services started the project on April 18, 2016 working in the 900 block of Davis Street. Crews cleaned approximately ½ of the block on Davis by April 20th. After cleaning, there was a significant main break on April 19th. Another significant break occurred on April 20th. As a result of these breaks, we determined that the section of line is not salvageable and have arranged an emergency replacement of 610 feet of water main. This is the second sizable section of water main that we have replaced this year due to main deterioration. We replaced 400 feet of water main in the 200 block of E. Hazel in late March.

The cleaning operation moved to the next section of line to be cleaned on N. 3rd Street. There is 2,284 feet of water main to clean in this section and we anticipate the crew will be finished cleaning 3rd Street. by May 18th. Cleaning on 3rd Street. has proceeded smoothly, with no breaks reported with the section 80% complete. Pipe conditions show significant tuberculation, but cleaning has removed the buildup successfully.

After completing N. 3rd Street. we will focus our efforts on E. Maple Street., E. Santa Fe Street, and S. 1st Street. We are focusing on this area for completion prior to any street sealing scheduled to take place in this area.

### **Cast Iron Water Main Cleaning 2016**

<b>Street</b>	<b>Address Block</b>	<b>Status</b>
N. 3rd St.	200-700	80% Complete
N. 6th St.	1600-1700	Pending
N. 7th St.	1600-1700	Pending
N. A St.	1600-1700	Pending

N. B St.	1600-1700	Pending
E. Maple St.	500-700	Start 5/18
S. 1st St.	200	Start 5/18
E. Santa Fe St.	500-700	Start 5/18
Davis St.	900	Replace Main
N. Conkling Ave.	700-800	Pending
W. Mulberry St.	1200	Pending

The selection of project areas are made from customer feedback and observed conditions in the field by Water Department staff. Waterline cleaning is a part of our overall waterline maintenance and replacement program which is guided by the City of Garden City Water Master Plan adopted by the Governing Body in 2014.

**ALTERNATIVE:**

This memo is for informational purposes.

**RECOMMENDATION:**

This memo is for informational purposes.

**FISCAL NOTE:**

This project has been budgeted in Materials / Water Mains (080-31-311-6040.05). The cost of this project, as approved is \$146,190.00 and is a part of our overall water main maintenance and replacement program.

**ATTACHMENTS:**

Description	Upload Date	Type
Cleaning Example 500 Block 3rd Street	5/11/2016	Exhibit
Tuberculation 900 Block Davis St.	5/11/2016	Exhibit
Broken Main 900 Block Davis St.	5/11/2016	Exhibit
First Main Repair 900 Block Davis	5/11/2016	Exhibit
Main Cleaning Map	5/11/2016	Exhibit









WATER

WATER

WATER

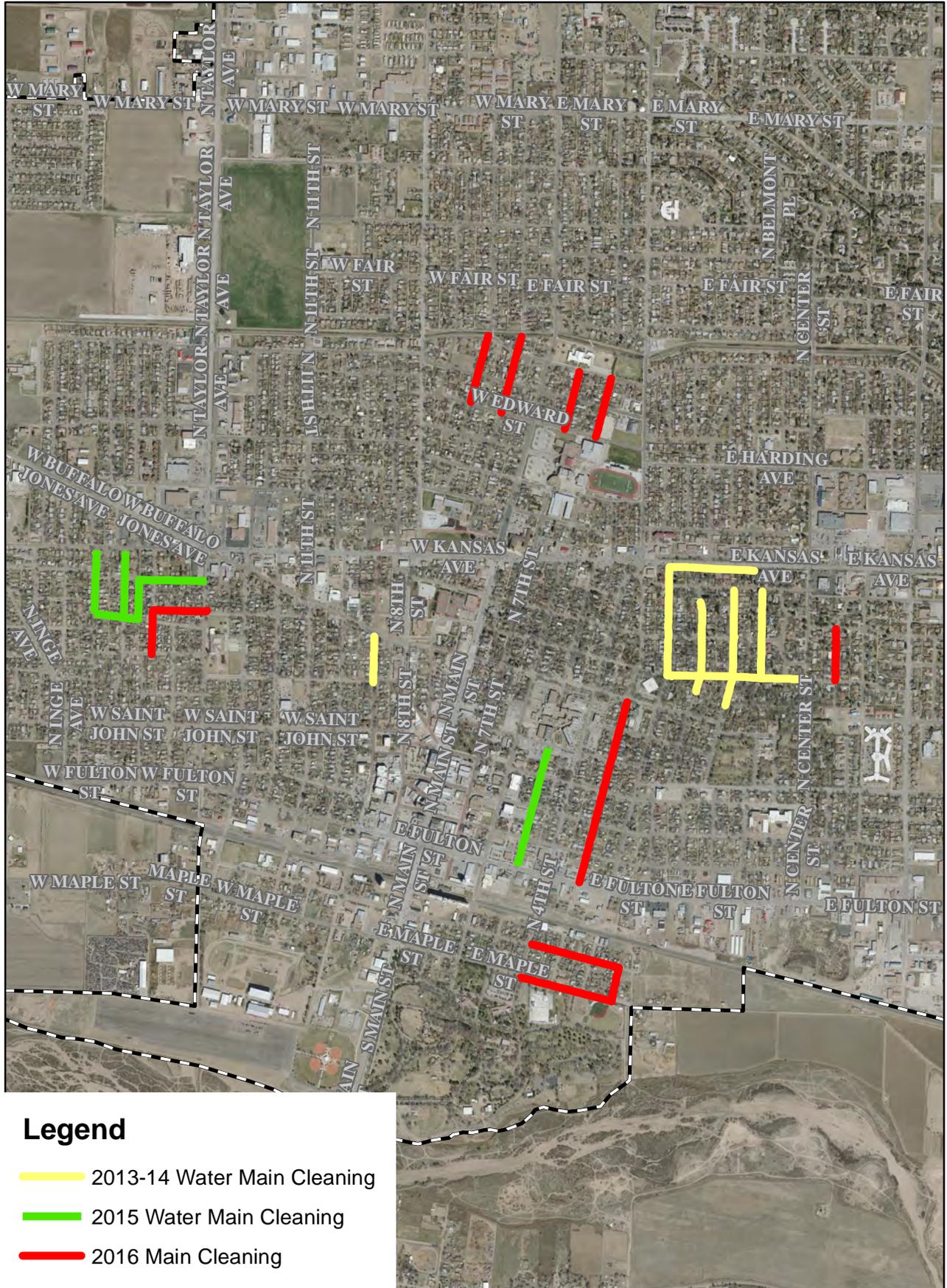
CAUTION

CUIDADO

16'

MADE BY PRONAL

# Water Main Cleaning 2013-2016





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** City Manager Allen  
**DATE:** May 17, 2016  
**RE:** Kansas Municipal Utilities selects Muirhead as President.

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### **ISSUE:**

City Manager Allen wishes to congratulate Public Utilities Director Muirhead on his recent appointment as the 2016 / 2017 President of the Kansas Municipal Utilities (KMU).

### **BACKGROUND:**

Kansas is home to municipal utilities of all shapes and sizes. There are 118 municipal electric utilities, 53 municipal gas utilities and hundreds of municipal water and wastewater systems across the state. In fact, Kansas has more municipal utilities than nearly any other state. Kansas Municipal Utilities (KMU) represents 176 of these cities and communities that have decided that municipal utilities are the best choice for providing electricity, natural gas, water, sewer and telecommunications needs.

Kansas has a long history of municipal utility operation. When private business would not or could not serve the utility needs of its citizens, city governments stepped up to provide essential utility needs – electric, gas, water, wastewater, stormwater and telecommunication services. These community-owned utilities are municipal by choice.

The benefits of municipal utility ownership are many. From small rural towns to large metropolitan cities, municipal utilities are the culmination of that particular American ideal of local people working together to meet local needs.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Bill Matheson, Street Superintendent  
**DATE:** May 17, 2016  
**RE:** Spring Cleanup 2016

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### **ISSUE:**

Presentation of 2016 Spring Cleanup held March 30 - April 14, 2016.

### **BACKGROUND:**

The cleanup numbers were average except for the mattresses which had an increase. During the cleanup, crews collected 223 tons of waste. This reflects a 3.5% increase over last year's Spring Cleanup.

- 201 loads hauled to the landfill compared to 223 loads last year (9.9% decrease)
- 412 tires (9% decrease) collected and disposed
- 46 loads of trees (48% decrease) hauled to the Kiddie Pond for grinding into mulch
- 363 mattresses compared to 226 last spring (60.5% increase)

We would like to thank Waste Connections and Finney County for their continued support. Their involvement makes this program possible by waiving the tipping fees for the two week period. The only fee not waived is the State tipping charge of \$1.00 per ton.

Our employees work hard to keep the program within the scheduled two week time-frame when dealing with the landfill operator. I would like to thank the City employees for their service to their community.

Staff has included information for the Governing Body's review.

### **ALTERNATIVE:**

None.

### **RECOMMENDATION:**

None.

### **FISCAL NOTE:**

This year's Spring Cleanup cost the City of Garden City \$15,141.00; fund cite #075-51-511-5333.

### **ATTACHMENTS:**

Description	Upload Date	Type
2016 Spring Cleanup Summary	5/10/2016	Backup Material

## CITY OF GARDEN CITY SPRING AND FALL CLEANUPS

	2016		2015		2014		2013		2012	
	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring
<b>QUANTITY</b>										
Labor - Hours	-	861	892	1,074	805	949	881	737	12,880	12,168
Fuel - Quantity	-	997	1,073	1,261	960	1,101	1,077	916	3,839	2,794
Appliances (loads)	-	-	-	-	-	-	-	-	-	-
Trees (loads)	-	46	61	88	91	49	114	150	-	-
Mattresses	-	363	289	226						
Tires - Quantity	-	412	344	453	369	344	320	193	873	909
Rim Removal	-	25	41	25	28	-	4	9	210	180
Loads to Landfill	-	201	156	223	165	181	186	135	-	-
Tonnage	-	223	149	231	180	177	188	130	170	165
<b>INCURRED EXPENSES FOR THE CITY</b>										
Labor	\$ -	\$ 12,008	\$ 12,989	\$ 15,652	\$ 11,558	\$ 13,879	\$ 13,029	\$ 10,546	\$ 12,880	\$ 12,168
Fuel	\$ -	\$ 2,013	\$ 2,705	\$ 3,425	\$ 3,433	\$ 3,965	\$ 4,072	\$ 3,503	\$ 3,839	\$ 2,794
Passenger Tires	\$ -	\$ 528	\$ 430	\$ 1,533	\$ 1,250	\$ 1,254	\$ 960	\$ 579	\$ 873	\$ 909
Truck Tires	\$ -	\$ 78	\$ 39	\$ 180	\$ 132	\$ 144	\$ 40	\$ 54	\$ 210	\$ 180
Tractor Tires	\$ -	\$ 150	\$ 60	\$ -	\$ 30	\$ 100	\$ 217	\$ 93	\$ 31	\$ 32
Rim Removal	\$ -	\$ 125	\$ 205	\$ -	\$ 112	\$ -	\$ 10	\$ 60	\$ 37	\$ 18
Regular Tonnage	\$ -	\$ 239	\$ -	\$ 231	\$ 193	\$ 177	\$ 188	\$ 148	\$ 170	\$ 165
White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late Tonnage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Late White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue for White Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENSES:</b>	<b>\$ -</b>	<b>\$ 15,141</b>	<b>\$ 16,428</b>	<b>\$ 21,021</b>	<b>\$ 16,708</b>	<b>\$ 19,518</b>	<b>\$ 18,515</b>	<b>\$ 14,982</b>	<b>\$ 18,040</b>	<b>\$ 16,266</b>

<b>LOST REVENUES FOR WASTE CONNECTIONS</b>										
Regular Tonnage	\$ -	\$ 9,189	\$ 6,134	\$ 9,513	\$ 7,411	\$ 7,267	\$ 7,740	\$ 5,364	\$ 5,424	\$ 7,261

<b>LOST REVENUES FOR FINNEY COUNTY</b>										
Regular Tonnage	\$ -	\$ 446	\$ 298	\$ 462	\$ 360	\$ 353	\$ 376	\$ 261	\$ 274	\$ 367

# Staff Reports



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** May 17, 2016  
**RE:** April 2016 Monthly Report

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**ISSUE:**

Presentation of the April 2016 staff report from the Garden City Regional Airport.

**BACKGROUND:**

Attached is the Airport staff report for April 2016.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

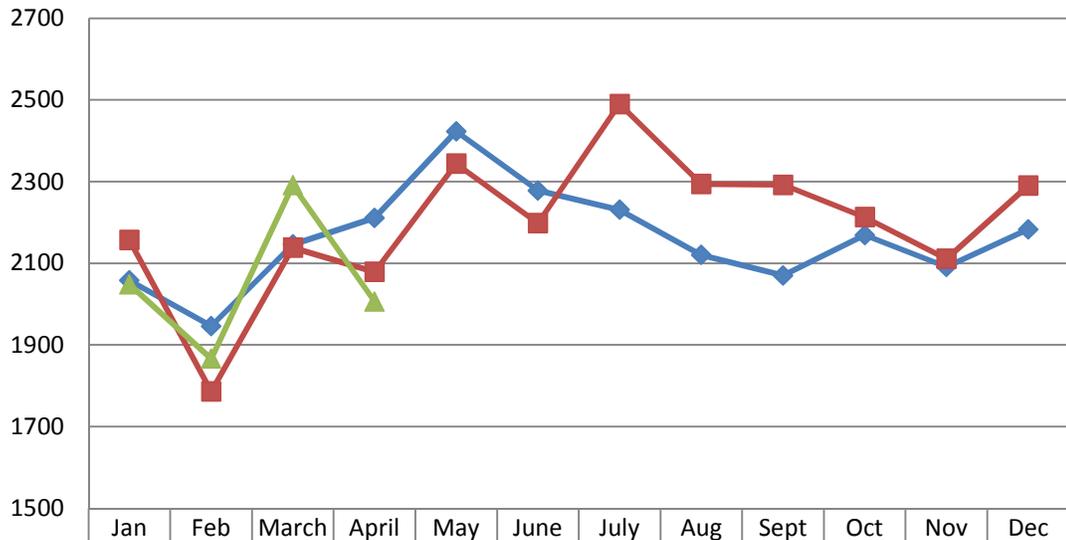
None.

**ATTACHMENTS:**

Description	Upload Date	Type
April Airport Report	5/9/2016	Backup Material

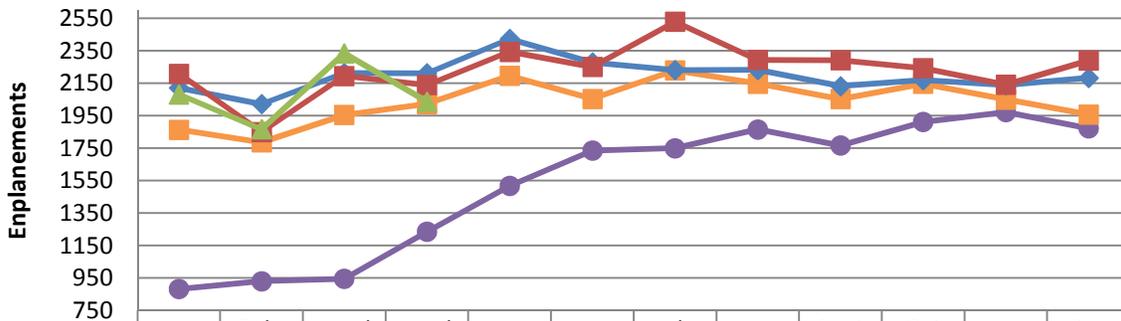
**GARDEN CITY REGIONAL AIRPORT  
MONTHLY REPORTS**

**Airline Enplanement Comparison**



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2014	2058	1946	2146	2211	2423	2278	2231	2120	2070	2169	2091	2183
2015	2157	1786	2138	2079	2344	2198	2490	2294	2292	2213	2111	2290
2016	2048	1866	2291	2006								

**Airline and Charter Enplanement Data**

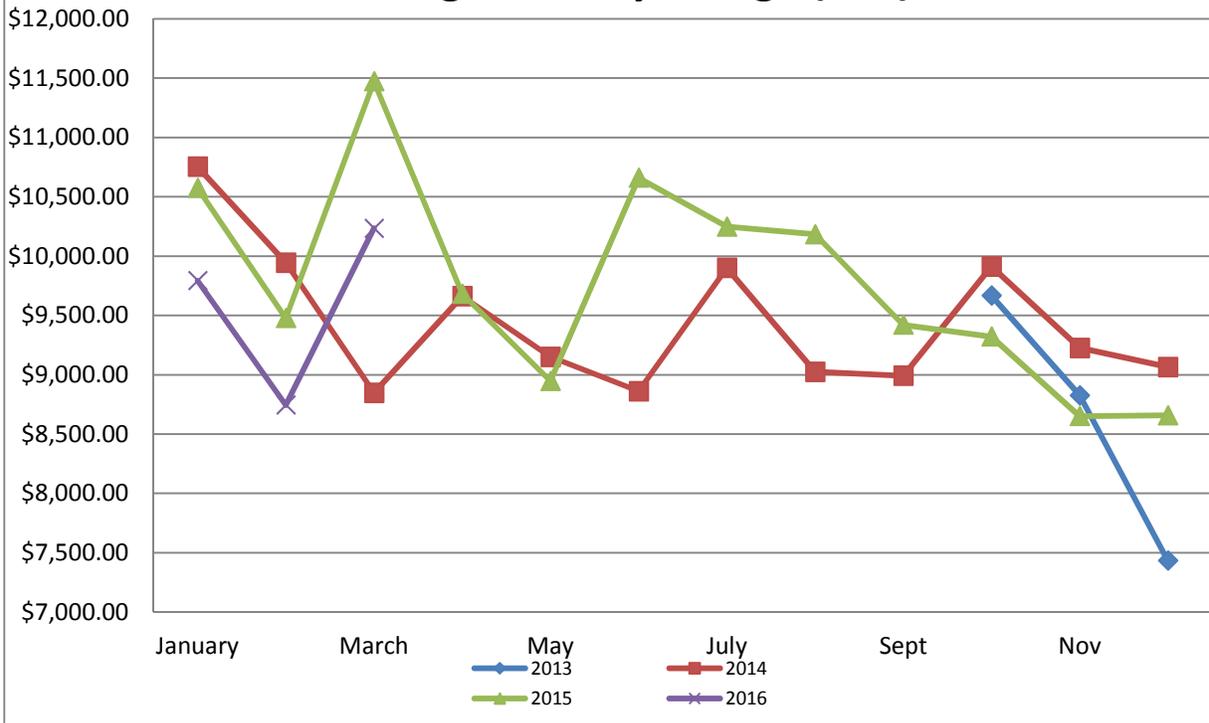


	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2012	881	929	944	1234	1517	1735	1749	1865	1766	1911	1972	1872
2013	1863	1786	1954	2022	2196	2053	2229	2148	2052	2147	2049	1957
2014	2121	2021	2213	2211	2423	2278	2231	2232	2132	2169	2138	2183
2015	2208	1849	2195	2139	2344	2251	2529	2294	2292	2243	2141	2290
2016	2081	1866	2334	2036								

2012	2013	2014	2015	2016
18,375	24,456	26,428	26,775	8,317



### Passenger Facility Charge (PFC)





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** April 2016 building report from Neighborhood & Development Services

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**ISSUE:**

Presentation of the April 2016 building report from Neighborhood & Development Services.

**BACKGROUND:**

Attached is the Neighborhood & Development Services building report for April 2016.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

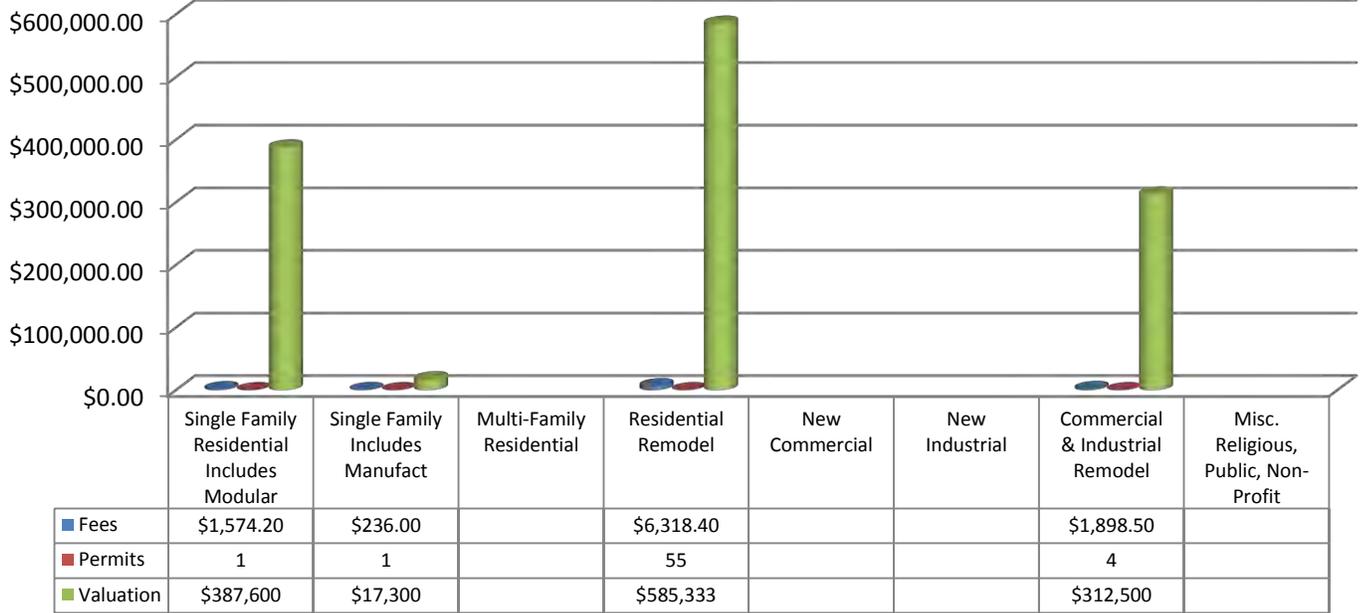
None

**ATTACHMENTS:**

Description	Upload Date	Type
April 2016 Building Report	5/11/2016	Backup Material

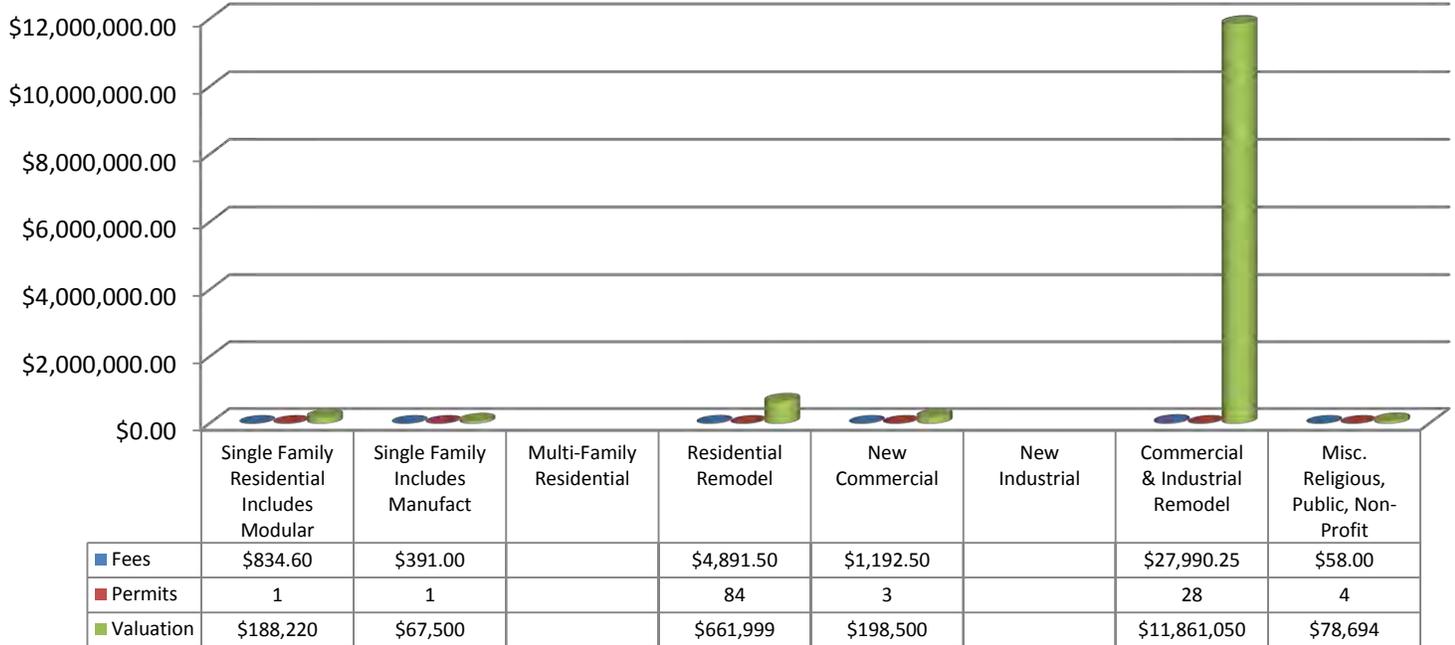
# Planning & Community Development Building Report April 2016





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	2005 West FULTON	530	90000	Building	Commercial/Industrial Remodel	REMODEL FRONT LOBBY
Finney County	BUILDING PERMIT	2203 West JONES FRONTAGE	1181.5	210000	Building	Commercial/Industrial Remodel	REMODEL- EQUIPMENT SALES & SERVICE
Finney County	BUILDING PERMIT	2104 West JONES	44	4000	Building	Commercial/Industrial Remodel	CHAIN LINK FENCE 8'
Finney County	BUILDING PERMIT	2532 BROOKOVER Road	143	8500	Building	Commercial/Industrial Remodel	CONCRETE SLAB 13 x 60 - ks one call - gas, water, sewer
Finney County	BUILDING PERMIT	102 DURHAM	118	10000	Building	Residential Remodel	TEAR OFF LAYERS OF SHINGLES REPLACE 30 YR LAMONITE
Finney County	BUILDING PERMIT	555 GINGER	118	6789	Building	Residential Remodel	RE ROOF TOTAL TEAR OFF COMP 30
Finney County	BUILDING PERMIT	845 South TOWNS	118	6952	Building	Residential Remodel	REROOF TEAR OFF COMP 31
Finney County	BUILDING PERMIT	640 DONNA	69	5512	Building	Residential Remodel	REROOF TEAR OFF COMP 22
Finney County	BUILDING PERMIT	490 TOWNS	118	8000	Building	Residential Remodel	REMOVE AND REPLACE LAMINATE SHINGLES 28
Finney County	BUILDING PERMIT	620 TOWNS	118	6360	Building	Residential Remodel	REROOF COMP TEAR OFF
Finney County	BUILDING PERMIT	745 South WILDERNESS Road	183	18350	Building	Residential Remodel	40x30 BARN
Finney County	BUILDING PERMIT	1975 ANDOVER	118	9459	Building	Residential Remodel	REMOVE AND REPLACE ROOFING MATERIAL TO THE DECK AND REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	114 SUFFOLK	118	8478	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	955 South TOWNS	118	8000	Building	Residential Remodel	REMOVE 1 LAYER INSTALL 30YR LAMINATE
Finney County	BUILDING PERMIT	680 TOWNS	118	7600	Building	Residential Remodel	REMOVE 1 LAYER OF SHINGLES REPLACE 30YR LAMINATE 25
Finney County	BUILDING PERMIT	2306 GRANDVIEW EAST	118	7726	Building	Residential Remodel	REROOF COMP 33.33
Finney County	BUILDING PERMIT	450 WILDERNESS	69	3300	Building	Residential Remodel	INSTALL WINDOWS
Finney County	BUILDING PERMIT	2111 GRANDVIEW EAST	118	9397	Building	Residential Remodel	REROOFING COMP 40.70
Finney County	BUILDING PERMIT	475 TOWNS	118	10997	Building	Residential Remodel	REROOF COMP 45.66
Finney County	BUILDING PERMIT	1025 SKYLINE	42	1000	Building	Residential Remodel	CHAIN LINK WIRE FENCE 4-6 FT
Finney County	BUILDING PERMIT	105 WINCHESTER	118	6900	Building	Residential Remodel	REMOVE ASPHALT SHINGLES & REPLACE WITH ASPHALT SHINGLES 26.3
Finney County	BUILDING PERMIT	2195 ANDOVER	118	6500	Building	Residential Remodel	REMOVE ASPHALT INSTALL ASPHALT SHINGLES 26.2 SQ FT
Finney County	BUILDING PERMIT	1606 GRANDVIEW EAST	118	10500	Building	Residential Remodel	REMOVE 30 YRS INSTALL 30 YRS 38.8
Finney County	BUILDING PERMIT	2205 GRANDVIEW EAST	118	13000	Building	Residential Remodel	REMOVE SHAKES 42.2

Finney County	BUILDING PERMIT	103 CAMBRIDGE	213	27960	Building	Residential Remodel	RE-ROOF COMP
Finney County	BUILDING PERMIT	4333 East ANTELOPE	226	35000	Building	Residential Remodel	REPLACING WINDOWS AND SIDING AND CONCRETE
Finney County	BUILDING PERMIT	915 South TOWNS	689.4	130033	Building	Residential Remodel	FIRE RESTRUCTURE
Finney County	BUILDING PERMIT	107 BROCK	118	8351	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK AND REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	820 TOWNS	69	5835	Building	Residential Remodel	RE-ROOF
Finney County	BUILDING PERMIT	520 TOWNS	118	7359	Building	Residential Remodel	REROOF COMP 28.48
Finney County	BUILDING PERMIT	1740 ANDOVER	118	8020	Building	Residential Remodel	REMOVE EXITING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	2210 ANDOVER	118	8585	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	104 WELLINGTON	118	17186	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH STONE COATED STEEL SHINGLES
Finney County	BUILDING PERMIT	5520 ALLEN	118	9350	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERILA TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	5550 ALLEN	118	13056	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	2217 GRANDVIEW EAST	213	27095	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH STONE COATED SHINGLES
Finney County	BUILDING PERMIT	1602 GRANDVIEW EAST	118	10532	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMIATE SHINGLES
Finney County	BUILDING PERMIT	2210 GRANDVIEW EAST	69	5000	Building	Residential Remodel	6FT CEDAR FENCE
Finney County	BUILDING PERMIT	101 CAMBRIDGE	118	10520	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	106 CAMBRIDGE	118	7437	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	105 STRATFORD	118	10444	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERILA TO DECK & REPLACE
Finney County	BUILDING PERMIT	1675 ANDOVER	118	8376	Building	Residential Remodel	REMOVE EXISITNG ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	1640 ANDOVER	118	9051	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	2150 ANDOVER	118	9177	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES 26
Finney County	BUILDING PERMIT	2040 MILFORD	118	8006	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES 28
Finney County	BUILDING PERMIT	1825 ANDOVER	118	7500	Building	Residential Remodel	TEAR OFF 1 LAYER REPLACE 30 YR LAMINATE
Finney County	BUILDING PERMIT	4020 Rachael Road	42	2500	Building	Residential Remodel	6FT METAL PIPE WILL PAINT WHITE CHAIN LINK
Finney County	BUILDING PERMIT	2304 GRANDVIEW EAST	69	4318	Building	Residential Remodel	RE-ROOF LABOR ONLY COMP
Finney County	BUILDING PERMIT	780 DONNA	42	1008	Building	Residential Remodel	REMOVE AND REPLACE SHINGLES 40
Finney County	BUILDING PERMIT	2005 ANDOVER	118	10000	Building	Residential Remodel	REOMVE 1 LAYER INSTALL 30YR LAMINATE
Finney County	BUILDING PERMIT	2090 MILFORD	118	10583	Building	Residential Remodel	REMOVE EXISITNG ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	BUILDING PERMIT	2308 GRANDVIEW EAST	118	11195	Building	Residential Remodel	REMOVE EXISTING ROOFING MATERIAL TO THE DECK & REPLACE WITH LAMINATE SHINGLES 35
Finney County	BUILDING PERMIT	1715 ANDOVER	118	9428	Building	Residential Remodel	REMOVE EXISITNG ROOFING MATERIL TO THE DECK & REPLACE WITH LAMINATE SHINGLES
Finney County	DEMO PERMIT	505 South FARMLAND	30	0	Demo	Residential Remodel	CLEAR BRUSH ADD GRAVEL IMPROVE ENTRANCE
Finney County	ELECTRICAL	2601 West MARY 209	29	650	Electrical	Residential Remodel	GAS PRESSURE TEST AND UTILITIES HOOK UP
Finney County	ELECTRICAL	2970 North ANDERSON # 30	42	0	Electrical	Residential Remodel	WATER SERVICE LINE
Finney County	MECHANICAL	120 West ANNIE SCHEER	42	2000	Mechanica l	Residential Remodel	AIR CONDITIONEROR CENTRAL AIR
Finney County	PLUMBING	2601 West MARY 209	42	800	Plumbing	Residential Remodel	GAS PRESSURE TEST AND UTILITIES HOOK UP
Finney County	PLUMBING	2010 MILFORD	42	250	Plumbing	Residential Remodel	PRESSURE TEST FOR DRAIN LINE
Finney County	PLUMBING	2970 North ANDERSON	42	400	Plumbing	Residential Remodel	WATER SERVICE LINE
Finney County	PLUMBING	2970 North ANDERSON # 30	42	400	Plumbing	Residential Remodel	WATER SERVICE LINE
Finney County	BUILDING PERMIT	2601 West MARY 209	236	17300	Building	SF Manufactured (HUD Standards)	GAS PRESSURE TEST AND UTILITIES HOOK UP
Finney County	BUILDING PERMIT	5030 RAILROAD	1574.2	387600	Building	SF Residential Includes Modular	NEW HOUSE - 50% FINISHED BASEMENT- will need an elevation certificate upon completion of home

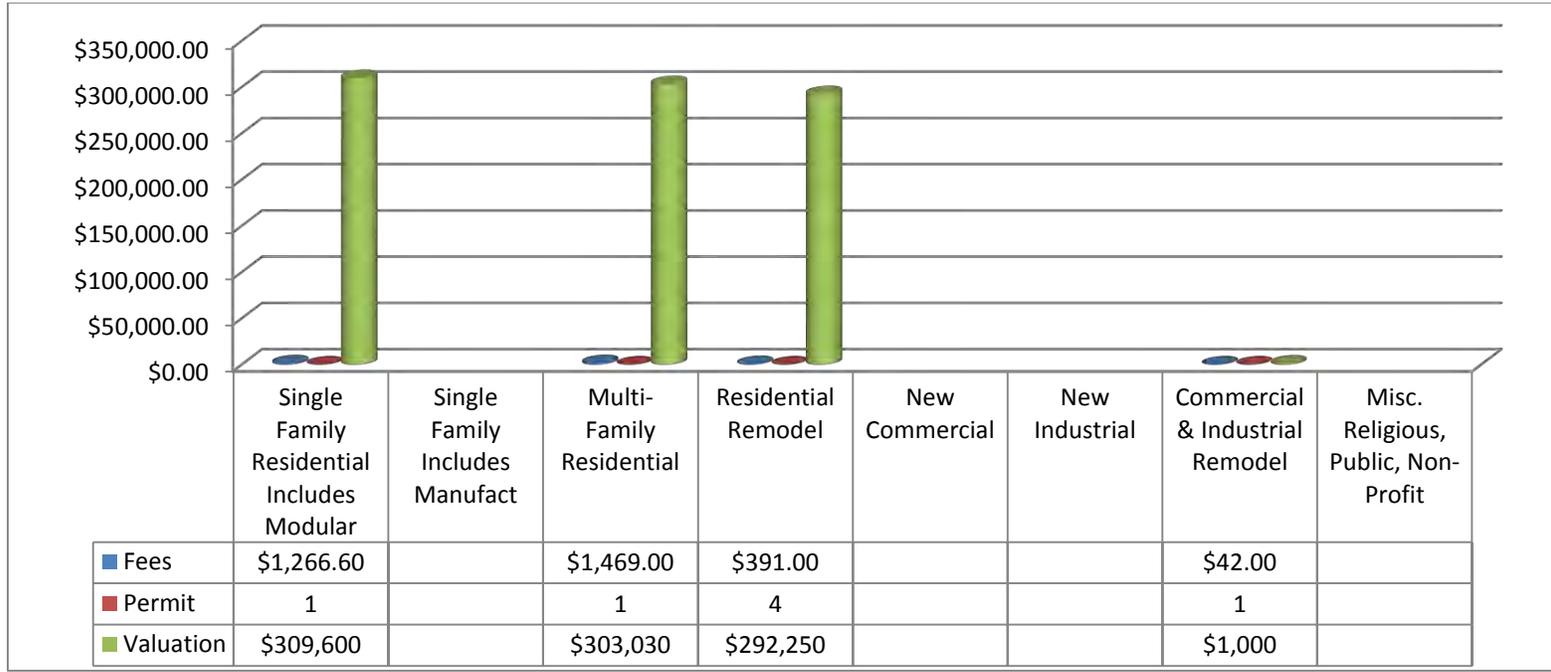
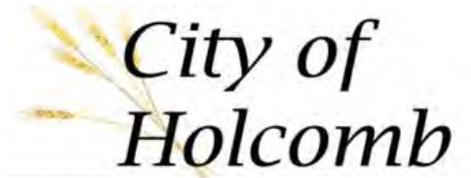


Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	3110 East KANSAS	62	3500	Building	Commercial/Industrial Remodel	REPLACE CONCRETE
Garden City	BUILDING PERMIT	1110 LARUE	575	100000	Building	Commercial/Industrial Remodel	WAREHOUSE ADDITION- MERNARDS
Garden City	BUILDING PERMIT	330 South HWY 83	24214.5	1.10E+07	Building	Commercial/Industrial Remodel	FOUNDATION WORK ONLY - USDA Dairy Dryer Process Plant
Garden City	BUILDING PERMIT	207 North FOURTH	130	11500	Building	Commercial/Industrial Remodel	CONSTRUCT AN INTERIOR PARTITION WALL
Garden City	BUILDING PERMIT	1530 LARUE STE B	130	7000	Building	Commercial/Industrial Remodel	INTERIOR FINISH FOR LANDLORD WORK
Garden City	BUILDING PERMIT	709 East FULTON	32	1500	Building	Commercial/Industrial Remodel	PORTITION WALL
Garden City	BUILDING PERMIT	1620 East FULTON	32	600	Building	Commercial/Industrial Remodel	SIDEWALK
Garden City	BUILDING PERMIT	1102 West PROSPECT	32	2500	Building	Commercial/Industrial Remodel	CEDAR METAL POST 6FT WOOD CEDAR-
Garden City	BUILDING PERMIT	312 North EIGHTH	220	26000	Building	Commercial/Industrial Remodel	REMOVE TOP LAYER INSTALL NEW MODIFIED SHEET
Garden City	BUILDING PERMIT	801 North MAIN	32	500	Building	Commercial/Industrial Remodel	REPAIR FLOOR DENTAL LINE
Garden City	BUILDING PERMIT	2790 East HWY 50	0	0	Building	Commercial/Industrial Remodel	PRESSURE CONTROL VAULT
Garden City	BUILDING PERMIT	2502 East KANSAS	130	4500	Building	Commercial/Industrial Remodel	REPLACING EXISTING CONCRETE
Garden City	DEMO PERMIT	314 North MAIN	30	0	Demo	Commercial/Industrial Remodel	NEW STORE FRONT AS PER PLAN
Garden City	ELECTRICAL	1011 East FULTON	32	600	Electrical	Commercial/Industrial Remodel	CONNCT WATER HEATER AND INSTLL EMERGENCY EXIT SIGN MC CBLE DUPLEX RECPT BREAKER SIGN & MISC PARTS
Garden City	GAS	2204 West MARY	32	2000	Gas Permit	Commercial/Industrial Remodel	RUN A NEW GAS LINE TO A PRESSURE WASHER
Garden City	MECHANICAL	3101 East KANSAS	1031.25	215000	Mechanical	Commercial/Industrial Remodel	INSTALLING 40 REFRIGERATION CASES & 4 CONDENSING UNIT

Garden City	PLUMBING	1011 East FULTON	32	450	Plumbing	Commercial/Industrial Remodel	INSTALL 4 GAL E WATER HEATER
Garden City	PLUMBING	1101 North TAYLOR	32	600	Plumbing	Commercial/Industrial Remodel	REPLACE ATER LINE FROM METER TO THE BUILDING
Garden City	PLUMBING	3101 East KANSAS	364.5	509000	Plumbing	Commercial/Industrial Remodel	REPLACE/ADD (1) 4" FLOOR CLEANOUT, (!) 3" FLOOR DRAIN, (1) 4" HUB DRAIN, (1) EYE WASH, (2) WATER COOLERS, (7) HOSE BIBBS, (12) SINKS/LAXATORIES (3) BACKFLOW PREVERTERS AND VACCUM BREAKERS WE HAVE ONE SEWER TIE IN, THERE WIL BE SOME DOMESTIC HOT/COLD WATER PIPING CHANGES
Garden City	PLUMBING	903 West PROSPECT	62	5000	Plumbing	Commercial/Industrial Remodel	RUN A NEW DRAIN LINE ON HTE BOILER BLOW DOWN
Garden City	SIGN PERMIT	3108 East KANSAS	300	0	Pole Sign	Commercial/Industrial Remodel	POPEYES - LETTERS, 2 LOGO BOX, POLE
Garden City	SIGN PERMIT	2504 JOHN Street STE B	75	0	Wall Sign	Commercial/Industrial Remodel	AFRICAN COMMUINTY OF KANSAS
Garden City	SIGN PERMIT	1208 East FULTON	150	0	Wall Sign	Commercial/Industrial Remodel	GCK AUTOMOTIVE LLC - 2 WALL SIGNS
Garden City	SIGN PERMIT	2204 East KANSAS	35	0	Wall Sign	Commercial/Industrial Remodel	THE MOO- FORMELY MOOYAH BANNER
Garden City	SIGN PERMIT	2051 East MARY	150	0	Wall Sign	Commercial/Industrial Remodel	CONVENIENT CARE - CENTURA HEALTH 2 BLOCK & 2 SMALL BLOCK
Garden City	SIGN PERMIT	1118 North TAYLOR	75	0	Wall Sign	Commercial/Industrial Remodel	DRAGON EXPRESS - NEW LETTERS, REFACE 2
Garden City	SIGN PERMIT	1212 BUFFALO JONES	0	0	Pole Sign	Commercial/Industrial Remodel	SONIC -REFACE
Garden City	SIGN PERMIT	1111 FLEMING	0	0	Pole Sign	Commercial/Industrial Remodel	RE- FACE-
Garden City	BUILDING PERMIT	KANSAS AVE PATHWAY	0	74944	Building	Misc	BIKE PATH CONSTRUCTION- GRANT PROJECT #28TE-0385-01
Garden City	ELECTRICAL	312 FINNUP Road	0	2000	Electrical	Misc	HOOKING UP SLURRY PUMPS
Garden City	GAS	3150 SCHULMAN	29	1000	Gas Permit	Misc	REPLACE GAS LINE
Garden City	PLUMBING	1010 FLEMING	29	750	Plumbing	Misc	INSTALL PROVIDED 50 GALON NG WATER HEATER
Garden City	BUILDING PERMIT	310 North MAIN	260	18500	Building	New Commercial	REMODEL- BEAUTY SALON
Garden City	BUILDING PERMIT	1118 North TAYLOR	712.5	130000	Building	New Commercial	INTERIOR REMODEL - DRAGON EXPRESS
Garden City	BUILDING PERMIT	1530 LARUE STE B	220	50000	Building	New Commercial	INTERIOR FINISH FOR LANDLORD WORK
Garden City	BUILDING PERMIT	717 East SANTA FE	29	1200	Building	Residential Remodel	REPLACING SHINGLES 15
Garden City	BUILDING PERMIT	624 West OLIVE	29	2000	Building	Residential Remodel	NEW SIDEWALK IN FRONT OF HOUSE
Garden City	BUILDING PERMIT	2804 LORAINE	29	2000	Building	Residential Remodel	WOOD FENCE 8FT- must be 70% visibility or no more than 3 ft in the front yard
Garden City	BUILDING PERMIT	403 West FAIR	29	750	Building	Residential Remodel	FIX UTILITES THAT NEEDED TO BE FIXED FROM RENTAL INSPECTION
Garden City	BUILDING PERMIT	2615 KOSTER	29	250	Building	Residential Remodel	6FT FENCE ON 7' x 15 CONCRETE
Garden City	BUILDING PERMIT	2309 A	29	200	Building	Residential Remodel	BUILD HANDICAP RAMP FOR WHEELCHAIR
Garden City	BUILDING PERMIT	1706 North THIRD	56	6000	Building	Residential Remodel	POUR CONCRETE & ADDING SPRINKLER SYSTEM-
Garden City	BUILDING PERMIT	624 North ELEVENTH	29	678	Building	Residential Remodel	CEDAR 12' x 12' PERGOLA - must be attached or 10 ft away
Garden City	BUILDING PERMIT	1813 PAWNEE	56	4477	Building	Residential Remodel	INSTALL WINDOWS
Garden City	BUILDING PERMIT	701 North TAYLOR	29	1000	Building	Residential Remodel	3FT FENCE IN THE BACK OF THE YARD
Garden City	BUILDING PERMIT	808 PEARL	29	2500	Building	Residential Remodel	6ft CEDAR FENCE
Garden City	BUILDING PERMIT	1704 West KANSAS	29	300	Building	Residential Remodel	EXTEND DRIVEWAY
Garden City	BUILDING PERMIT	2319 TONIO	29	1300	Building	Residential Remodel	SHED - must be 10 ft from existing shed & house
Garden City	BUILDING PERMIT	506 INGE	56	3825	Building	Residential Remodel	REPLACING 6FT CEDER FENCE
Garden City	BUILDING PERMIT	815 J C	29	300	Building	Residential Remodel	CONCRETE NEXT TO SIDEWALK
Garden City	BUILDING PERMIT	1408 MEL'S	56	7700	Building	Residential Remodel	FIBER CEMENT PANELS 6FT
Garden City	BUILDING PERMIT	805 DAVIS	105	12000	Building	Residential Remodel	WINDOW REPLACEMENT
Garden City	BUILDING PERMIT	410 SUSAN	889	204360	Building	Residential Remodel	NEW SINGLE FAMILY HOME UNFINISHED BASEMENT W FENCE
Garden City	BUILDING PERMIT	2008 North MAIN	29	800	Building	Residential Remodel	NEW WIRING OUTLETS/ LIGHTS IN LIVING ROOM AND DINING ROOM (10 OUTLETS/1 CEILING FAN 6 LTS)
Garden City	BUILDING PERMIT	1626 SUMMIT	29	800	Building	Residential Remodel	CONCRETE REPLACEMENT & NEW SIDEWALK IN BACK AREA

Garden City	BUILDING PERMIT	1834 KOSTER	29	2000	Building	Residential Remodel	EXTEND PATIO COVER
Garden City	BUILDING PERMIT	303 North ELEVENTH	29	1000	Building	Residential Remodel	REROOF GARAGE ONLY COMP 5
Garden City	BUILDING PERMIT	2109 North EIGHTH	29	500	Building	Residential Remodel	WOOD CEDAR 3FT - cannot be 4ft high in front of the building setback line (15' from front property line)
Garden City	BUILDING PERMIT	2619 CARRIAGE	29	3000	Building	Residential Remodel	FENCE - 6 ft in the back of building and in the back by alley will be 8ft
Garden City	BUILDING PERMIT	2912 BELMONT	0	3000	Building	Residential Remodel	REPLACING EXISTING CONCRETE- sidewalk program
Garden City	BUILDING PERMIT	1504 HARVEST	56	5100	Building	Residential Remodel	PATIO COVER INSTALLATION
Garden City	BUILDING PERMIT	2510 North MAIN	29	0	Building	Residential Remodel	2 NEW SHEDS - sheds must be 10 feet from all structures
Garden City	BUILDING PERMIT	810 North FOURTH	56	5000	Building	Residential Remodel	ADD MUD ROOM TO EAST SIDE OF HOUSE
Garden City	BUILDING PERMIT	601 North ELEVENTH	56	4000	Building	Residential Remodel	REPLACING EXISTING FENCE 5 1/2 FT WOOD AND METAL WITH CONCRETE FOUNDATION
Garden City	BUILDING PERMIT	702 MEADOWVIEW	29	300	Building	Residential Remodel	8ft WOOD WITH CONCRETE FOUNDATION- 10 FT away from property line
Garden City	BUILDING PERMIT	911 North FIRST	29	500	Building	Residential Remodel	6 CEDAR FENCE - REPLACE SECTION
Garden City	BUILDING PERMIT	2107 North SEVENTH	29	1000	Building	Residential Remodel	6ft WOOD FENCE - 3 feet tall in front of the house
Garden City	BUILDING PERMIT	801 North FOURTH	56	5000	Building	Residential Remodel	ADD MUD ROOM TO EAST SIDE OF HOUSE
Garden City	BUILDING PERMIT	1709 North THIRD	29	600	Building	Residential Remodel	6 FT WOOD AND METAL POST- 70% visible on the corner or 3 ft
Garden City	BUILDING PERMIT	310 East THOMPSON	29	1000	Building	Residential Remodel	REPLACE SEWER LINE
Garden City	BUILDING PERMIT	902 East HAMLIN	56	4900	Building	Residential Remodel	TEAR OFF- REPLACE COMP 16
Garden City	BUILDING PERMIT	1538 North TWELFTH	56	4500	Building	Residential Remodel	6FT CEDER FENCE
Garden City	BUILDING PERMIT	506 MEEKER	29	400	Building	Residential Remodel	WOOD 3 FT
Garden City	BUILDING PERMIT	2509 C	105	15000	Building	Residential Remodel	ADD ON A GARAGE
Garden City	BUILDING PERMIT	2319 BELMONT	56	3381	Building	Residential Remodel	INSTALL GAZEBO
Garden City	BUILDING PERMIT	1006 North TWELFTH	105	147500	Building	Residential Remodel	REMODELING
Garden City	BUILDING PERMIT	620 North TENTH	29	400	Building	Residential Remodel	REPLACE BROKE SIDEWALK
Garden City	ELECTRICAL	2008 North MAIN	29	2500	Electrical	Residential Remodel	NEW WIRING OUTLETS/ LIGHTS IN LIVING ROOM AND DINING ROOM (10 OUTLETS/1 CEILING FAN 6 LTS)
Garden City	ELECTRICAL	408 MAGNOLIA	29	2800	Electrical	Residential Remodel	INSTALLING CENTRAL AIR UNIT OF SOUTH SIDE OF HOUSE AN DRUNNING ELECTRICAL TO THIS SAME SYSTEM
Garden City	ELECTRICAL	2925 East MARY	0	8000	Electrical	Residential Remodel	TRENCH AND INSTALL CONDUCT AND WRE FOR ROTOPHASE FROM CENTER OF PIVOT TO TRANSFORMER - city project
Garden City	ELECTRICAL	1611 LABRADOR	29	300	Electrical	Residential Remodel	TWO OULETS AND TWO LIGHT IN THE SHED
Garden City	MECHANICAL	1806 HARDING AVE #4	56	3500	Mechanical	Residential Remodel	CHANGE OUT 50K 80% FURNACE & 2 1/2 TON A/C
Garden City	MECHANICAL	104 South THIRD	29	2000	Mechanical	Residential Remodel	INSTALL NEW 50.000 BTU HEATER FURANCE - MECHANICAL PERMIT
Garden City	MECHANICAL	4101 East HWY 50 # 41	56	3121	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER
Garden City	MECHANICAL	211 South SEVENTH	56	4221	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	MECHANICAL	413 MAGNOLIA	56	3890	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	MECHANICAL	803 PATS	56	4500	Mechanical	Residential Remodel	CHANGE OUT 3 1/2 TON A/C & 84K 92% FURANCE
Garden City	MECHANICAL	303 East THOMPSON	105	8171	Mechanical	Residential Remodel	REPLACE FURNACE AND AIR CONDITIONER
Garden City	MECHANICAL	303 East THOMPSON	105	8171	Mechanical	Residential Remodel	REPLACE FURNACE AND AIR CONDITIONER
Garden City	MECHANICAL	211 West OLIVE	56	5808	Mechanical	Residential Remodel	REPLACE FURNACE AND AIR CONDITIONER
Garden City	MECHANICAL	305 FREDERICK	56	3800	Mechanical	Residential Remodel	REPLACE AC UNIT AND FURNACE INSTALL NEW 75000 BTUS AND 2.5 T AC UNIT
Garden City	MECHANICAL	2301 ESTES	56	4000	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE AN 2 1/2 TON A/C
Garden City	MECHANICAL	408 MAGNOLIA	56	3200	Mechanical	Residential Remodel	INSTALL NEW 2 1/2 TON A/C

Garden City	MECHANICAL	2014 HENDERSON	56	5900	Mechanical	Residential Remodel	FUR 50000 BTU A/C 15000 BTU
Garden City	MECHANICAL	1004 East HAMLIN	56	3565	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER
Garden City	MECHANICAL	2827 ELDORADO	56	3750	Mechanical	Residential Remodel	REPLACE FURNACE AND EVAPORATOR COIL
Garden City	MECHANICAL	927 SMOKEY HILL	56	3375	Mechanical	Residential Remodel	REPLACE A/C AND COIL
Garden City	PLUMBING	1505 East SPRUCE	422.5	75000	Plumbing	Residential Remodel	REPAIR REPLACEMENT OF PUMPS AND ASSOCIATED PIPING
Garden City	PLUMBING	1710 BELMONT	29	1200	Plumbing	Residential Remodel	REPLACING SEWER LINE
Garden City	PLUMBING	1009 JENNY	56	4550	Plumbing	Residential Remodel	LAWN SPRINKLER SYSTEM IN FRONT & SIDE YARD WITH 1 PUMP
Garden City	PLUMBING	109 MAYFAIR	29	895	Plumbing	Residential Remodel	INSTALL 40 GAL NAT GAS WATER HEATER
Garden City	PLUMBING	104 South THIRD	29	2000	Plumbing	Residential Remodel	INSTALL NEW 50,000 BTU HEATER FURNACE - MECHANICAL PERMIT
Garden City	PLUMBING	220 NELSON	29	400	Plumbing	Residential Remodel	INSTALL 40 GALLON NAT GAS WATER HEATER
Garden City	PLUMBING	2008 North MAIN	29	0	Plumbing	Residential Remodel	NEW WIRING OUTLETS/ LIGHTS IN LIVING ROOM AND DINING ROOM (10 OUTLETS/1 CEILING FAN 6 LBS)
Garden City	PLUMBING	541 North SUSAN Street	56	3800	Plumbing	Residential Remodel	INSTALL SPRINKLER SYSTEM
Garden City	PLUMBING	409 HUDSON	29	1500	Plumbing	Residential Remodel	REPLACE SEWER MAIN
Garden City	PLUMBING	1505 MAC	29	740	Plumbing	Residential Remodel	40 GAL WATER HEATER
Garden City	PLUMBING	2304 ESTES	29	740	Plumbing	Residential Remodel	50 GAL WATER HEATER INSTALL
Garden City	PLUMBING	805 IDA	29	3000	Plumbing	Residential Remodel	REMOVE AND INSTALL 40 GAL WATER HEATER
Garden City	PLUMBING	1205 North THIRD	29	1200	Plumbing	Residential Remodel	REPLACE WATER SERVICE- per sam city will be fixing the sidewalk
Garden City	PLUMBING	516 EUGENE	29	0	Plumbing	Residential Remodel	INSTALL 40 GALLON WATER HEATER
Garden City	PLUMBING	3301 PRIMROSE	29	989	Plumbing	Residential Remodel	INSTALL 50 GAL NAT GAS WATER HEATER
Garden City	PLUMBING	2010 CENTER	29	1000	Plumbing	Residential Remodel	PUTTING NEW BACKFLOW VALVE MOVING SEVERAL SPRINKLERS & REPLACING SOME OLD BLACK PLY PIPE APPROXIMATELY 15 SPRINKLER HEADS
Garden City	PLUMBING	2002 North SEVENTH	29	1200	Plumbing	Residential Remodel	REPLACE WATER SERVICE FROM METER TO HOUSE
Garden City	PLUMBING	2405 A	29	300	Plumbing	Residential Remodel	PUTTING SPRINKLER IN YARD
Garden City	PLUMBING	310 East THOMPSON	29	1000	Plumbing	Residential Remodel	REPLACE SEWER LINE
Garden City	PLUMBING	1009 North FOURTH	29	500	Plumbing	Residential Remodel	INSTALL CUSTOMER PROVIDED WATER HEATER
Garden City	BUILDING PERMIT	950 North JENNIE BARKER # 193	391	67500	Building	SF Manufactured (HUD Standards)	DOUBLE WIDE HOME HOOK UP ALL UTILITIES DRIVEWAY & SIDEWALK
Garden City	BUILDING PERMIT	411 SUSAN	834.6	188220	Building	SF Residential Includes Modular	NEW SINGLE FAMILY- FINISHED BASEMENT W FENCE



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	project description
Holcomb	GAS	3105 North IBP	42	1000	Gas Permit	Commercial/Industrial Remodel	GAS PRESSURE TEST
Holcomb	BUILDING PERMIT	401 EMMANUEL 10, 11, 12	1469	303030	Building	Multi-Family	APARTMENTS TRIPLE UNITS 10,11,12
Holcomb	BUILDING PERMIT	107 SHALYN	265	290000	Building	Residential Remodel	NEW DISATTACHED GARAGE
Holcomb	BUILDING PERMIT	7640 LINDSAY Drive	42	900	Building	Residential Remodel	WOOD RAIL WIRE RABBIT FENCE 5'
Holcomb	BUILDING PERMIT	7325 LINDSAY	42	500	Building	Residential Remodel	6FT CEDAR WITH PIPE
Holcomb	PLUMBING	102 PRAIRIE	42	850	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Holcomb	BUILDING PERMIT	7350 LINDSAY	1266.6	309600	Building	SF Residential Includes Modular	BUILDING QSI BUILDING FOR RESIDENCE



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Sam Curran, Director of Public Works  
**DATE:** May 17, 2016  
**RE:** City Projects Update Monthly Report - May 2016

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**ISSUE:**

Presentation of the May 2016 City Projects Update Report from Public Works.

**BACKGROUND:**

Attached is the Public Works monthly City Projects Update Report for May 2016.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
City Projects Update Report - May 2016	5/11/2016	Backup Material

**CITY PROJECT UPDATES  
2016**

Revision No.5 - Date: May 10, 2016

Completed Projects
Carry Over Projects From 2014,15
Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
<b>ADMINISTRATIVE</b>																	
Capital Improvements Bond Issue								Decide Projects?	Ord?	Sale?				0%		0%	
Petitions for New Developments														0%		0%	
<b>HIGHWAYS &amp; MAJOR STREETS</b>																	
<b>A. STATE/FEDERAL AID</b>																	
GI: Kansas Av. Widening & Waterma	KDOT	advertise	<b>BID</b>				<b>REBID?</b>	Const?	Const?	Const?	Const?			100%	3/8/16	0%	\$1,743,800 2016 work City share \$893,800
KLINK - FY2014, 15 & 16	Design	Design	KDOT	KDOT	KDOT	<b>BID?</b>		Const?	Const?	Const?	Const?			95%		0%	\$800,000 2016 work City share \$400,000
KLINK - FY2017		Survey	Design	Design	KDOT	KDOT						<b>BID?</b>		90%	12///16	0%	\$600,000 2017 work City share \$300,000
DFA Highway & Access Road	Design	Design	Design	KDOT	KDOT	<b>BID?</b>			Const?	Const?	Const?	Const?		90%	6/16		\$1,200,000 Fall 2016 start, spring 2017 completion
<b>B. TE PROJECTS</b>																	
Windsor Hotel stabilization	Const	Const	Const	Const?	Const?									100%	3/13/14	70%	\$924,423 Preservation Alliance share \$313,063
East Kansas Ped/Bike Facility				Const	Const	Const?	Const?							100%	10/1/15	25%	\$749,442 2016 construction City share \$166,200
<b>LOCAL STREETS</b>																	
<b>A. CITY RECONSTRUCTION/CONSTRUCTION</b>																	
KDOT Fund Exchange projects				Apply		Decide?	Design?	Bid?	Const?	Const?	Const?	Const?		0%		0%	\$280,000 FY 2016 - Bypass/Spruce Intersection (two other alternatives)
Harvest Street Construction	Const	Const	Const	Const	Const									100%	8/12/15	95%	\$150,000 Working with developer.
New Community Sidewalks	Const?	Const?	Const	Const?	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?		0%		10%	\$30,000 \$3,000 - New Sidewalks throughout the Community, Filling Gaps
<b>B. DRAINAGE PROJECTS</b>																	
FEMA Floodplain related projects														0%	On-hold	0%	\$250,000 Waiting on FEMA's letter.
<b>C. SUBDIVISION CONSTRUCTION &amp; SPECIAL ASSESSMENT PROJECTS</b>																	
Clarion Park Estates			Const	Const	Const									100%		95%	\$1,153,000 drainage retention pond remains to be completed
Prairie View Acres			Const?	Const?	Const?	Const?	Const?							100%		25%	\$600,000 subdivision improvements
<b>PUBLIC WORKS - STREET MAINTENANCE PROJECTS</b>																	
Street Sealing Program			<b>BID</b>			Const?	Const?							100%	3/23/16	0%	\$439,000 Cycle Three
Crack Sealing Program	Const	Const								Bid?	Const?	Const?		100%	?/?/2016	100%	\$205,000 2016 Cycle 3(183,000 lbs. \$157,380) - 2017 Cycle 4(183,000 lbs. \$221,400)
Community Sidewalk/Driveway	Const?	Const?	Const	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?		90%		10%	\$20,000 (Res. 1-\$500 & Com. 2-\$1,412.50, Obligated \$18,000, Available Funds \$87.50)
<b>FIRE</b>																	
Central Fire Station Renovation	<b>BID</b>					Const?	Const?	Const?	Const?	Const?	Const?	Const?		100%	1/12/16	0%	\$1,700,000 Remodel the Central Fire Station
20" Water Main Relocation	Const	Const	Const	Const	Const									100%	10/29/15	75%	\$241,293 Relocating the water main north of central fire station.

**CITY PROJECT UPDATES  
2016**

Revision No.5 - Date: May 10, 2016

Completed Projects
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Proposed Project Pending

Description	Current Status												Completion Status			Comments		
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.			
<b>POLICE</b>																		
Indoor Shooting Range Const.						Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		0%	\$2,000,000	Pending budget authorization	
<b>PUBLIC WORKS - PARKS &amp; GROUNDS</b>																		
Public Restroom - Rotary Park				Design	Design			Bid?	Const?	Const?	Const?	Const?	Const?	90%		0%	\$62,100	Family style restroom
Tree Removal Project						Mark	Mark			Bid?	Const?	Const?	Const?	0%		0%	\$30,000	Removal of trees.
Sports Complex/Building Improve.	Const	Const	Const	Const	Const	Const?							0%		100%	\$190,000	Clint Lightner/Fansler Infrastructure Completed, Seeding Grass in June.	
Santa Fe Park Project		Const?	Const?	Const?	Const?	Const?	Const?						100%	2/10/15	85%		City/County Project to relocate the Santa Fe Park	
<b>REGIONAL AIRPORT</b>																		
Construct Partial Twy F and Twy C			Const?	Const?	FINAL								100%	5/6/15	100%	\$1,437,180	FAA Grant approved 6/11/14, City Share \$143,718	
Taxilane & ARRF/fuel farm access	Design	Design	Design	Design	BID	FAA?	Const?	Const?	Const?	Const?	Const?	Const?	100%	5/31/16		\$1,093,400	FAA Grant approved ?/??/??, City Share \$109,340	
Landside Business Master Plan					Design?	Design?	Design?	Finish?	Present?	Approve?			0%			\$20,000	City Project \$20,000	
Snow Removal Equipment	Design?	Design	Design	BID	FAA	Order							100%	4/4/16		\$693,684	FAA Grant approved ?/??/??, City Share \$69,368	
<b>RECREATION</b>																		
Swimming Pool Rehabilitation	Const	Const	Const	Const									100%		100%	\$149,283	float valves, recirculation upgrades, painting	
<b>CEMETERY</b>																		
Construct Columbarium	Const	Const	Const	Const									100%	12/22/15	75%	\$68,350	Columbarium area for cremations.	
Street Maintenance Program			BID			Const?	Const?						100%	3/23/16	0%	\$47,200	Resurfacing asphalt streets (15,800 gallons)	
<b>ZOO</b>																		
Rhino exhibit modifications	Design?	Design?	Design?	Const	Const								75%		98%	\$250,000	Renovation for exhibit.	
Construct Picnic Shelter						Const?	Const?	Const?					100%		0%	\$36,000	Finnup Foundation \$15,000, City \$21,000	
Flamingo Exhibit													0%		0%	\$384,000	Pending budget authorization	
<b>ELECTRIC</b>																		
SCADA Development	Const?	Const?	Const?	Const?	Const?	Const?	Const?						100%		90%	\$125,000	System Monitoring	
Street Construction Lighting Upgrade	Design	Bid?		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	75%		25%	\$31,586	Kansas Ave (7th to 3rd)	
Upgrade Street Lighting	Design	Bid?	Contract?			Const									0%	\$18,501	Palace Drive	
Substation #6 Transformer Repair	Bid	Contract	Const												0%	\$35,000	De-gas both power transformers	
Various Substations	Plan	Plan	Install	Install						Install	Install	Install			50%	\$13,000	Wildlife mitigation	
System Improvements (CIP 2015-13)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$226,698	Belmont to Squire	
System Improvements (CIP 2015-9)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$139,641	Labrador Ridge Phase 3 rebuild	
System Improvements (CIP 2015-2)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$155,332	Terrace to Belmont	
System Improvements (CIP 2015-14)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$103,143	Cottontail-Windyview-Pioneer	
System Improvements (CIP 2015-15)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$168,792	Fleming-Campus, Mary-Windyview	
System Improvements (CIP 2015-10)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$40,887	Kingsbury-Mary-Coachman	

**CITY PROJECT UPDATES  
2016**

Revision No.5 - Date: May 10, 2016

     Completed Projects    
           Carry Over Projects From 2014,15    
      Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
<b>WATER</b>																	
Building Construction	Const	Const	Const											100%	12/30/14	99%	\$1,201,800 New Water Service Building at Electric Service Facility
Main Replacement - Lyle Avenue	Const	Const	Const		FINAL									100%	9/8/15	100%	\$228,350 Lyle Avenue - recommended from 2014
Master Control Valve			Const	Const	FINAL									100%	9/8/15	100%	\$130,373 Fulton east of the US83/US 50 interchange. Highly recommended in 2014 Master Plan
Main Replacement - 7th Street						Pre-Dsn?	60%			0%	\$36,000 Seventh Street (Laurel to Holmes) 3000' (2016 project)						
Main and Kansas Tower																0%	\$140,000 Clean and paint water tower
DFA off site watermain	Design	BID	Const	Const	FINAL								100%	2/23/16	100%	\$298,248 DFA expense	
Water Main Cleaning Rehabilitation																100%	\$21,000 Fifth Street (Fulton to Spruce)
Water Main Cleaning Rehabilitation																	\$9,000 Conkling Avenue (Wallace to W Gibson)
Water Main Cleaning Rehabilitation																	\$13,950 Summit Street (W Kansas to Wallace)
Water Main Cleaning Rehabilitation																	\$7,830 Wallace Street (Summit to Bancroft)
Water Main Cleaning Rehabilitation																	\$17,070 Chesterfield Street (Chesterfield - L Shaped Street)
Water Main Cleaning Rehabilitation																	\$8,655 N Stoeckly Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																	\$8,655 N Eugene Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																	\$14,370 St John (Inge to Chesterfield)
<b>WASTEWATER</b>																	
SCADA Development		Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Const?	Const?	75%			\$125,000 WWTP Operation and Security
Manhole Rehabilitation			BID					Const								100%	\$45,000 Various
Design of Major Electrical Repairs							Design?									0%	\$85,000 Oxidation Ditch



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** Neighborhood & Development Services April 2016 Code Compliance Report

---

**ISSUE:**

Presentation of the April 2016 code compliance report from Neighborhood & Development Services.

**BACKGROUND:**

Attached is the Neighborhood & Development Services code compliance report for April 2016.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

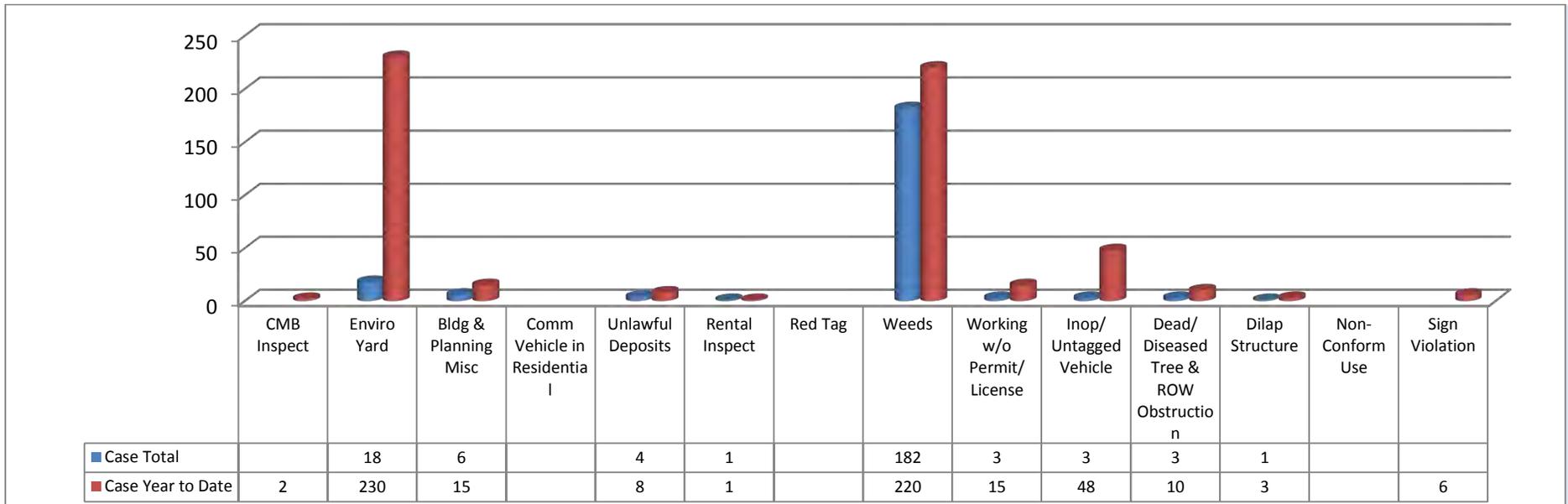
None

**ATTACHMENTS:**

Description	Upload Date	Type
April 2016 Code Compliance Report	5/11/2016	Backup Material



## April 2016 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	OpenDate	CloseDate
Garden City	16-000853	801 North MAIN	Bldg Code Misc	CERTIFICATE OF COMPLIANCE - IDEAL WEIGHT LOSS CENTER	4/1/2016	
Garden City	16-000885	1103 North TAYLOR	Bldg Code Misc	CITY BUISNESS LICENSE- DE MODA SALON	4/4/2016	4/6/2016
Garden City	16-001030	107 South THIRTEENTH	Bldg Code Misc	USED CAR SALE LOT AUTOS DELICIS - CERTIFICATE OF COMPLIANCE	4/15/2016	
Garden City	16-000887	1601 East MARY	Bldg Code Misc	NEIGHBORHOOD REVITALIZATION PROGRAM APPLICATION FEE	4/4/2016	
Garden City	16-000902	310 North MAIN	Bldg Code Misc	CERTIFICATE OF ZONING COMPLIANCE	4/6/2016	
Garden City	16-001157	810 FOURTH	Bldg Code Misc	NR APPLICATION FEE	4/22/2016	
Garden City	16-001219	2928 Cliff	Dead or Diseased Trees	Dead tree	4/27/2016	
Garden City	16-001128	216 Main	Debris/Trash	Debris in alleyway.	4/21/2016	5/2/2016

Garden City	16-001065	1307 SUMMIT	Dilapidated Structure	PERHAPS A DILAPITATED STRUCTURE	4/18/2016	
Garden City	16-000882	308.5 Hudson	Environmental Yard	Car parked on unimproved surface.	4/4/2016	4/4/2016
Garden City	16-000939	1308 Taylor Plz	Environmental Yard	Junk hot tubs along the side of the side of the building causing mice.	4/11/2016	
Garden City	16-001024	206 Sixth	Environmental Yard	Vehicles front lawn.	4/14/2016	4/22/2016
Garden City	16-001025	401 Santa Fe	Environmental Yard	Vehicles	4/14/2016	4/15/2016
Garden City	16-001026	202 Fifth	Environmental Yard	Buick on lawn.	4/14/2016	4/15/2016
Garden City	16-001040	403 Santa Fe	Environmental Yard	Van in backyard parked on an unimproved surface.	4/15/2016	
Garden City	16-001046	301 Seventh	Environmental Yard	Mess in yard.	4/15/2016	4/18/2016
Garden City	16-001047	308 fourth	Environmental Yard	Vehicles on side of house.	4/15/2016	4/28/2016
Garden City	16-001049	401 Fifth	Environmental Yard	Cars in backyard.	4/15/2016	4/18/2016
Garden City	16-001050	1109 Fulton	Environmental Yard	Pallets thrown in alley.	4/15/2016	4/18/2016
Garden City	16-001075	1602 Seventh	Environmental Yard	Pile of furniture.	4/18/2016	
Garden City	16-001076	1808.5 Oroasco	Environmental Yard	Tree Stumps against fence.	4/18/2016	4/29/2016
Garden City	16-001167	406 Mary	Environmental Yard	Couch against back of building.	4/22/2016	5/2/2016
Garden City	16-001210	1117 Gillespie	Environmental Yard	Stacks of things against garage.	4/27/2016	
Garden City	16-001271	611 Taylor	Environmental Yard	Furniture in front yard.	4/29/2016	5/2/2016
Garden City	16-001020	206 Santa Fe	Environmental Yard	Vehicles on unimproved surface.	4/14/2016	
Garden City	16-001021	211 Santa Fe	Environmental Yard	Vehicles on unimproved surface.	4/14/2016	4/29/2016
Garden City	16-001022	405 Santa Fe	Environmental Yard	Van in backyard.	4/14/2016	4/15/2016
Garden City	16-001190	1609 SUMMIT	ROW Obstruction	OBSTRUCTION IN THE ALLEY	4/26/2016	4/26/2016
Garden City	16-001191	1611 SUMMIT	ROW Obstruction	OBSTRUCTION IN ALLEY	4/26/2016	
Garden City	16-001053	1104 East CHESTNUT	Trash	WEEDS OR JUNK	4/18/2016	4/22/2016
Garden City	16-001055	1108 East CHESTNUT	Trash	WEED OR JUNK	4/18/2016	4/26/2016
Garden City	16-001054	1106 East CHESTNUT	Unlawful Deposits	WEED OR JUNK	4/18/2016	
Garden City	16-001245	808 BANCROFT	Unlawful Deposits	SOFA	4/28/2016	4/28/2016
Garden City	16-001251	1716 Third	Unlawful Deposits	Couch in alley.	4/28/2016	4/29/2016
Garden City	16-001027	1401 Johnson	Vehicles	Vehicles with no tags.	4/15/2016	4/22/2016
Garden City	16-001034	202 Fifth	Vehicles	Untagged vehicle.	4/15/2016	4/26/2016
Garden City	16-001242	1706 Campus	Vehicles	Blue truck flat tires and outdated tags.	4/27/2016	
Garden City	16-000862	2505 Main	Weeds	Weeds	4/1/2016	
Garden City	16-000863	2402 Main	Weeds	Weeds	4/1/2016	4/12/2016
Garden City	16-000864	2312 Main	Weeds	Weeds	4/1/2016	4/12/2016
Garden City	16-000865	2310 Main	Weeds	Weeds	4/1/2016	4/12/2016
Garden City	16-000866	2306 Main	Weeds	Weeds	4/1/2016	4/12/2016
Garden City	16-000867	2112 Main	Weeds	Weeds	4/1/2016	4/12/2016
Garden City	16-000868	1901 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000869	1801 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000870	1709 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000871	1705 Main	Weeds	Weeds	4/1/2016	4/11/2016
Garden City	16-000872	1702 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000873	1606 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000874	1310 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000875	1308 Main	Weeds	Weeds	4/1/2016	4/4/2016
Garden City	16-000876	1301 Main	Weeds	Weeds	4/1/2016	4/14/2016

Garden City	16-000877	1302 Main	Weeds	Weeds	4/1/2016	4/14/2016
Garden City	16-000943	2111 Third	Weeds	Weeds	4/11/2016	4/18/2016
Garden City	16-000945	2009 Third	Weeds	Weeds	4/11/2016	4/18/2016
Garden City	16-000946	2003 Third	Weeds	Weeds	4/11/2016	4/18/2016
Garden City	16-000947	601 Edward	Weeds	Weeds	4/11/2016	
Garden City	16-000948	1109 Third	Weeds	Weeds	4/11/2016	
Garden City	16-000949	1107 Third	Weeds	Weeds	4/11/2016	4/22/2016
Garden City	16-000950	509 third	Weeds	Weeds	4/11/2016	
Garden City	16-000951	506 third	Weeds	Weeds	4/11/2016	4/29/2016
Garden City	16-000952	412 Third	Weeds	Weeds	4/11/2016	4/12/2016
Garden City	16-000953	407 Third	Weeds	Weeds	4/11/2016	4/29/2016
Garden City	16-000954	405 Third	Weeds	Weeds	4/11/2016	4/29/2016
Garden City	16-000967	2501 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000968	505 Emerson	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000969	2204 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000970	1907 Eighth	Weeds	Weeds	4/12/2016	4/13/2016
Garden City	16-000971	1904 Eighth	Weeds	Weeds	4/12/2016	5/2/2016
Garden City	16-000972	502 Campbell	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000973	1601 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000974	1511 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000975	1509 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000976	1506 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000977	1502 Eighth	Weeds	Weeds	4/12/2016	5/2/2016
Garden City	16-000978	311 Olive	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000979	1312 Eighth	Weeds	Weeds	4/12/2016	4/19/2016
Garden City	16-000984	1310 Eighth	Weeds	Weeds	4/13/2016	5/2/2016
Garden City	16-000985	1309 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000986	1308 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000987	1307 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000988	1306 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000989	1305 Eighth	Weeds	Weeds	4/13/2016	5/2/2016
Garden City	16-000990	1304 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000991	1301 Eighth	Weeds	Weeds	4/13/2016	5/2/2016
Garden City	16-000992	604 Edwards	Weeds	Weeds	4/13/2016	
Garden City	16-000993	1207 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000994	1205 Eighth	Weeds	Weeds	4/13/2016	4/14/2016
Garden City	16-000996	1201 Eighth	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000997	509 Jenny	Weeds	Weeds	4/13/2016	4/20/2016
Garden City	16-000998	2324 Eighth	Weeds	Weeds	4/13/2016	5/2/2016
Garden City	16-001000	1203 Chestnut	Weeds	Weeds	4/13/2016	4/27/2016
Garden City	16-001001	302 Ballinger	Weeds	Weeds	4/13/2016	5/2/2016
Garden City	16-001009	1025 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001010	1019 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001011	1006 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001012	911 Fourth	Weeds	Weeds	4/14/2016	

Garden City	16-001013	504 Fourth	Weeds	Weeds	4/14/2016	4/15/2016
Garden City	16-001014	412 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001015	406 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001016	402 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001018	310 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001019	309 Fourth	Weeds	Weeds	4/14/2016	4/21/2016
Garden City	16-001035	307 Fourth	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001036	411 Fourth	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001037	911 Fourth	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001038	401 Santa Fe	Weeds	Weeds	4/15/2016	5/3/2016
Garden City	16-001039	403 Santa Fe	Weeds	Weeds	4/15/2016	
Garden City	16-001041	509 Santa Fe	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001042	103 Third	Weeds	Weeds	4/15/2016	4/18/2016
Garden City	16-001043	104 Third	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001044	603 Santa Fe	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001045	604 Santa Fe	Weeds	Weeds	4/15/2016	4/22/2016
Garden City	16-001048	212 Fourth	Weeds	Weeds	4/15/2016	4/29/2016
Garden City	16-001067	206 Santa Fe	Weeds	Weeds	4/18/2016	4/27/2016
Garden City	16-001068	201 Sixth	Weeds	Weeds	4/18/2016	4/27/2016
Garden City	16-001069	302 Santa Fe	Weeds	Weeds	4/18/2016	4/27/2016
Garden City	16-001070	203 Sixth	Weeds	Weeds	4/18/2016	5/2/2016
Garden City	16-001071	207 Fourth	Weeds	Weeds	4/18/2016	
Garden City	16-001072	205 Fourth	Weeds	Weeds	4/18/2016	
Garden City	16-001073	612 Santa Fe	Weeds	Weeds	4/18/2016	4/27/2016
Garden City	16-001074	207 Fifth	Weeds	Weeds	4/18/2016	
Garden City	16-001078	1314 BANCROFT	Weeds	WEEDS	4/19/2016	
Garden City	16-001079	1601 JENNY	Weeds	WEEDS	4/19/2016	4/29/2016
Garden City	16-001084	211 First	Weeds	Weeds	4/19/2016	4/29/2016
Garden City	16-001085	1602 Seventh	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001086	913 Center	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001087	310 center	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001088	304 center	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001089	1501 chestnut	Weeds	Weeds	4/19/2016	
Garden City	16-001090	811 chestnut	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001091	710 chestnut	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001092	609 Chestnut	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001093	211 first	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001094	301 First	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001095	302 second	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001096	211 third	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001097	211 sixth	Weeds	Weeds	4/19/2016	4/26/2016
Garden City	16-001111	1309 Fulton	Weeds	Weeds	4/20/2016	5/2/2016
Garden City	16-001112	203 conkling	Weeds	Weeds	4/20/2016	4/27/2016
Garden City	16-001113	201 Wesley	Weeds	Weeds	4/20/2016	
Garden City	16-001114	223 Wesley	Weeds	Weeds	4/20/2016	4/27/2016

Garden City	16-001115	706 Inge	Weeds	Weeds	4/20/2016	4/27/2016
Garden City	16-001116	912 Inge	Weeds	Weeds	4/20/2016	4/27/2016
Garden City	16-001117	1101 Safford	Weeds	Weeds	4/20/2016	4/27/2016
Garden City	16-001118	1003 Safford	Weeds	Weeds	4/20/2016	4/27/2016
Garden City	16-001119	1604 Kansas	Weeds	Weeds	4/20/2016	4/27/2016
Garden City	16-001120	301 Pine	Weeds	Weeds	4/21/2016	5/5/2016
Garden City	16-001121	1901 Eleventh	Weeds	Weeds	4/21/2016	
Garden City	16-001122	2506 HWY 83	Weeds	Weeds	4/21/2016	5/2/2016
Garden City	16-001132	907 Inge	Weeds	Weeds	4/21/2016	4/22/2016
Garden City	16-001133	903 Inge	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001134	1808 Kello	Weeds	Weeds	4/21/2016	5/3/2016
Garden City	16-001135	1207 Fulton	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001136	202 Spencer	Weeds	Weeds	4/21/2016	
Garden City	16-001137	111 Thirteenth	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001138	601 Fulton	Weeds	Weeds	4/21/2016	5/3/2016
Garden City	16-001139	514 Inge	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001140	1613 York	Weeds	Weeds	4/21/2016	4/22/2016
Garden City	16-001141	809 Pearl	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001142	903 Pearl	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001143	1001 Safford	Weeds	Weeds	4/21/2016	4/22/2016
Garden City	16-001144	1612 Kansas	Weeds	Weeds	4/21/2016	4/28/2016
Garden City	16-001163	203 Mary	Weeds	Weeds	4/22/2016	5/5/2016
Garden City	16-001164	103 Mary	Weeds	Weeds	4/22/2016	4/26/2016
Garden City	16-001165	414 Mary	Weeds	Weeds	4/22/2016	5/2/2016
Garden City	16-001166	406 Mary	Weeds	Weeds	4/22/2016	5/2/2016
Garden City	16-001168	2624 Eighth	Weeds	Weeds	4/22/2016	
Garden City	16-001169	2808 Eighth	Weeds	Weeds	4/22/2016	4/26/2016
Garden City	16-001170	206 Thirteenth	Weeds	Weeds	4/22/2016	
Garden City	16-001171	204 Thirteenth	Weeds	Weeds	4/22/2016	5/2/2016
Garden City	16-001172	109 Thirteenth	Weeds	Weeds	4/22/2016	4/26/2016
Garden City	16-001174	418 Magnolia	Weeds	Weeds	4/22/2016	5/2/2016
Garden City	16-001193	2302 Main	Weeds	Weeds	4/26/2016	
Garden City	16-001194	2206 Main	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001195	2203 Main	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001196	2108 Main	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001197	2005 Main	Weeds	Weeds	4/26/2016	
Garden City	16-001198	2004 Main	Weeds	Weeds	4/26/2016	
Garden City	16-001199	1611 Seventh	Weeds	Weeds	4/26/2016	4/27/2016
Garden City	16-001200	1609 Seventh	Weeds	Weeds	4/26/2016	4/27/2016
Garden City	16-001201	1610 Seventh	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001202	1608 Seventh	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001203	1115 Fifth	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001204	1121 Fifth	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001205	1207 Main	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001206	601 Howerton	Weeds	Weeds	4/26/2016	

Garden City	16-001207	212 Maple	Weeds	Weeds	4/26/2016	5/3/2016
Garden City	16-001208	1107 GILLESPIE	Weeds	WEEDS	4/26/2016	5/3/2016
Garden City	16-001216	1503 Jan	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001217	414 Magnolia	Weeds	Weeds	4/27/2016	
Garden City	16-001225	2514 Main	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001226	1505 Jan	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001227	302 Center	Weeds	Weeds	4/27/2016	5/6/2016
Garden City	16-001228	1305 Chestnut	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001229	1208 Spruce	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001230	1202 Spruce	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001231	305 Ballinger	Weeds	Weeds	4/27/2016	4/28/2016
Garden City	16-001232	1101 Chestnut	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001233	303 Hudson	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001234	405 Hudson	Weeds	Weeds	4/27/2016	
Garden City	16-001235	501 Hudson	Weeds	Weeds	4/27/2016	
Garden City	16-001237	505 Hudson	Weeds	Weeds	4/27/2016	5/4/2016
Garden City	16-001252	2051 East MARY	Weeds	Weeds	4/28/2016	5/2/2016
Garden City	16-001253	2101 Mary	Weeds	Weeds	4/28/2016	5/2/2016
Garden City	16-001254	2601 Cherokee	Weeds	Weeds	4/28/2016	5/2/2016
Garden City	16-001255	2301 Mary	Weeds	Weeds	4/28/2016	5/2/2016
Garden City	16-001256	2401 Mary	Weeds	Weeds	4/28/2016	5/6/2016
Garden City	16-001257	1905 Labrador	Weeds	Weeds	4/28/2016	
Garden City	16-001258	2515 Eighth	Weeds	Weeds	4/28/2016	5/5/2016
Garden City	16-001259	2505 Eighth	Weeds	Weeds	4/28/2016	
Garden City	16-001260	513 Emerson	Weeds	Weeds	4/28/2016	4/29/2016
Garden City	16-001270	2308 Tonio	Weeds	Weeds	4/29/2016	5/6/2016
Garden City	16-001272	705 Taylor	Weeds	Weeds	4/29/2016	5/6/2016
Garden City	16-001273	707 Taylor	Weeds	Weeds	4/29/2016	5/6/2016
Garden City	16-001274	711 Mulberry	Weeds	Weeds	4/29/2016	5/6/2016
Garden City	16-001275	619 Thirteenth	Weeds	Weeds	4/29/2016	5/6/2016
Garden City	16-001276	712 Elm	Weeds	Weeds	4/29/2016	5/6/2016
Garden City	16-001159	1502 East SPRUCE	Weeds	WEEDS ALSO IN THE ALLEY COMPLAINT SAID THAT THE WHOLE ALLEY HAS TALL WEEDS	4/22/2016	4/28/2016
Garden City	16-001003	1704 West KANSAS	Work w/o Permit	WORKING WITHOUT PERMIT	4/13/2016	
Garden City	16-001209	109 West MENDENHALL	Work w/o Permit	WORKING W/O PERMIT - SEWER LINE	4/27/2016	
Garden City	16-001277	1101 North TAYLOR	Work w/o Permit	WORKING WITHOUT PERMIT - POURING CONCRETE	4/29/2016	
Garden City	16-001181	403 w FAIR	Rental Inspection	Rental inspection	4/26/2016	
Garden City	16-001110	2011 N TAYLOR	Bldg Code Misc	FC WHEELS & TIRES	4/21/2016	



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Allen Shelton, Fire Chief  
**DATE:** May 17, 2016  
**RE:** Fire Department April 2016 activity reports

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**ISSUE:**

Presentation of April 2016 Fire Department activity reports.

**BACKGROUND:**

Attached is the Fire Department Incident and Inspections reports for the month of April 2016.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
Incident Report April 2016	5/11/2016	Backup Material
Inspections Report April 2016	5/11/2016	Backup Material

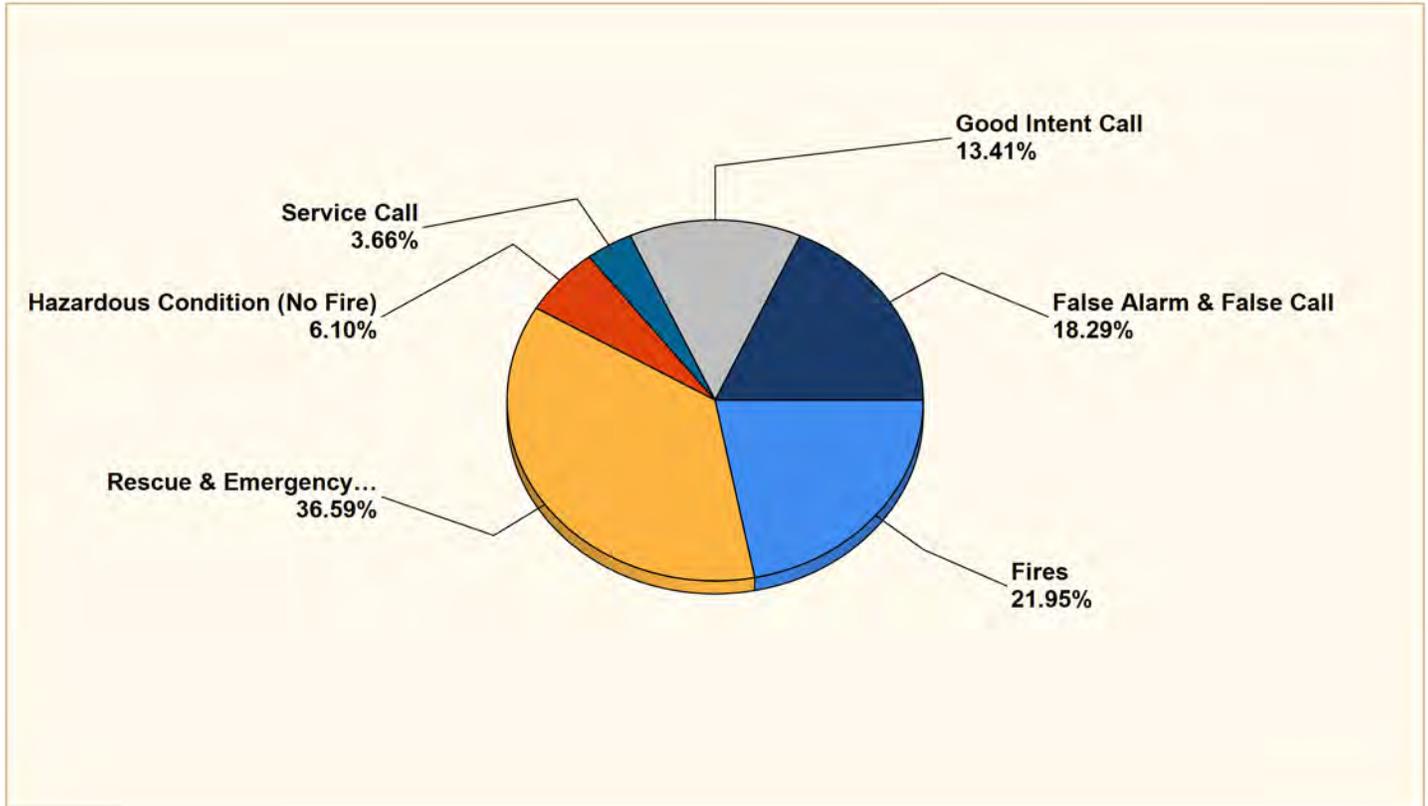
# Garden City Fire Department

Garden City, KS

This report was generated on 5/4/2016 8:45:04 AM

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2016 | End Date: 04/30/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	18	21.95%
Rescue & Emergency Medical Service	30	36.59%
Hazardous Condition (No Fire)	5	6.10%
Service Call	3	3.66%
Good Intent Call	11	13.41%
False Alarm & False Call	15	18.29%
<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%
130 - Mobile property (vehicle) fire, other	1	1.22%
138 - Off-road vehicle or heavy equipment fire	1	1.22%
143 - Grass fire	6	7.32%
150 - Outside rubbish fire, other	4	4.88%
151 - Outside rubbish, trash or waste fire	1	1.22%
154 - Dumpster or other outside trash receptacle fire	1	1.22%
300 - Rescue, EMS incident, other	1	1.22%
311 - Medical assist, assist EMS crew	2	2.44%
322 - Motor vehicle accident with injuries	11	13.41%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1.22%
324 - Motor vehicle accident with no injuries.	14	17.07%
352 - Extrication of victim(s) from vehicle	1	1.22%
412 - Gas leak (natural gas or LPG)	1	1.22%
424 - Carbon monoxide incident	1	1.22%
440 - Electrical wiring/equipment problem, other	1	1.22%
442 - Overheated motor	1	1.22%
480 - Attempted burning, illegal action, other	1	1.22%
531 - Smoke or odor removal	1	1.22%
550 - Public service assistance, other	1	1.22%
561 - Unauthorized burning	1	1.22%
600 - Good intent call, other	5	6.10%
611 - Dispatched & cancelled en route	4	4.88%
651 - Smoke scare, odor of smoke	1	1.22%
671 - HazMat release investigation w/no HazMat	1	1.22%
700 - False alarm or false call, other	7	8.54%
743 - Smoke detector activation, no fire - unintentional	4	4.88%
744 - Detector activation, no fire - unintentional	1	1.22%
745 - Alarm system activation, no fire - unintentional	3	3.66%
<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.

# Garden City Fire Department

Garden City, KS

This report was generated on 5/4/2016 8:29:26 AM

StartDate: 04/01/2016 | EndDate: 04/30/2016

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Company</b>	
Auto Sales and Maintenance	2
Bank	1
Beauty/Barber Shop	1
Business Office	4
Detention Facility	1
Elementary School	1
Hazardous Materials Facility	1
Low Hazard Storage	2
Medical/Dental Office	2
Mercantile	8
Restaurant	2
<b>INSPECTION TYPE: Construction</b>	
Business Office	2
Medical/Dental Office	1
Other	1
<b>INSPECTION TYPE: Educational</b>	
Auto Repair	1
Business Office	1
Elementary School	13
Middle School	5
School Other	2
<b>INSPECTION TYPE: Fire Protection System Inspection</b>	
Medical/Dental Office	2
Other	3
<b>INSPECTION TYPE: Reinspection</b>	
Mercantile	1
<b>INSPECTION TYPE: Zoning Compliance</b>	
Auto Sales and Maintenance	2
Business Office	2
Mercantile	2

Locked inspections only.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland, Zoo Director  
**DATE:** May 17, 2016  
**RE:** Lee Richardson Zoo monthly report - April 2016

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**ISSUE:**

Presentation of the April 2016 staff report from Lee Richardson Zoo.

**BACKGROUND:**

Attached is the April 2016 staff report from Lee Richardson Zoo

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
Lee Richardson Zoo April 2016 staff report	5/11/2016	Backup Material



# CITY OF GARDEN CITY ZOO DEPARTMENT APRIL 2016 MONTHLY REPORT

## ANIMAL DIVISION

### ACCESSIONS:

#### Births/Hatchings

None

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

0.1 Black Rhino Breeding loan from Cleveland Metroparks Zoo

### DEACCESSIONS

#### Deaths

1.0 Chinese hwamei Internal injuries

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

1.0 Demoiselle crane Donated to Memphis Zoo

Kangaroos now in large exhibit yard after routine physicals and pouch checks. Keeper II Pablo Holguin visited the Cleveland Zoo, and General Curator Jordan Piha visited Zoo Atlanta to become acquainted with, and ease transition for, the rhinos coming to LRZ. Rachel Meili started as Keeper I. General Curator participated in Holcomb High School's Job Fair. Street Department helped with rhino unloading.

## ADMINISTRATION DIVISION

Staff is working with FOLRZ and Zoo Advisors on updating Zoo and FOLRZ strategic plan; working out details of adding more security cameras to zoo with Electric Department; and updating quick reference material for emergencies. Staff started discussions with Beef Empire Days regarding part of their event taking place at the zoo; and reviewed tree hazards with Tree service representative. Director attended Monkey Business meetings, toured cast and crew through Primate exhibit, composed brief on zoo for Telegram's Discover SW Kanas publication, and toured donor at rhino conservation center. Senior staff familiarized Citizens' Academy attendees with zoo operations. Human Resources Director conducted meeting for zoo staff on teambuilding and leadership. Zoo Record Retention policies were compiled and submitted to City Hall. Staff completed 7 radio spots and weekly "Zoo to You" Telegram columns.

## EDUCATION DIVISION

The education division gave 110 formal programs to 3063 people, reached an additional 1145 people through 8 hours of informal programming, and 4 classes learned from 4 discovery box check-outs. Distance Learning educational offerings earned \$1,280 this month. The education division hosted and assisted with the KACEE Project Learning Tree (PLT) Workshop. Eighteen participants attended (approx. 50% higher participation than the average workshops throughout Kansas according to KACEE staff). LRZ Education Specialist & Education Aide attended. The workshop certified LRZ Curator of Education as a workshop facilitator for SW KS region. Graphics in development: Basilisk lizard and Bushmeat signs. Family Nature Club was held at KDWPT's Sandsage Bison Range. Education staff led a training session for other zoo staff on interacting with the public/sharing our message. New docent training concluded. Curator of Education did an interview with Garden City Telegram on the zoo's distance learning program. Giraffe Encounters started for the season (weather and giraffes permitting). Approximately 1,200 participated in this year's annual Earth Day event.

## MAINTENANCE DIVISION

Much time was spent working on the rhino exhibit and barn in preparation for their arrival: painting inside the barn and the fence in the north yard, constructing waterers inside and outside, fixing the waterer inside the old rhino stall, and adding removable bars at the training wall. Cable was put up around the north yard to increase the barrier height. Tires were cut off of the shade structure inside the south yard due to safety concerns. The Street Department finished remodeling the pool in the south yard as well as adding two concrete pads. Along with the rhino project the maintenance team worked on various minor facility repairs and maintaining the grounds (including general mowing, weed-eating, mulching, and a targeted effort in the Butterfly Garden). Time was also dedicated to preparations for Earth Day (tent set up, grounds preparations, etc.) The Conservation Plaza sign was finished and installed. Step lighting in the Finnup Center lecture hall was replaced. Staff attended KMU's bucket truck safety class and KOR workshop as well as hosting a Saturday compost sale. Maintenance team conducted Lock Out/Tag Out, Ladder and Lawn Equipment safety class for other zoo staff members.

# Consideration of Appropriation Ordinance

# Ordinances & Resolutions



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** May 17, 2016  
**RE:** Commission consideration of partisan/nonpartisan elections

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### **ISSUE:**

The Governing Body is asked to consider and approve an ordinance declaring all elections of the City of Garden City to be nonpartisan.

Ordinance No. \_\_\_\_\_-2016, an ordinance establishing that all municipal elections for the City of Garden City, Kansas shall be nonpartisan elections.

### **BACKGROUND:**

In reviewing the language in K.S.A. 2015 Supp. 25-2113, the League of Kansas Municipalities legal staff opined that the sample ordinances they provided cities should have included a statement for the governing body to select nonpartisan or partisan elections. Prior law had a presumption that all city elections were nonpartisan, however, the new language does appear to require that the governing body make a selection.

It is the League of Kansas Municipalities recommendation, a recommendation supported by City Attorney Randy Grisell, that all cities pass an ordinance that contains the following language: "All elections for the City of \_\_\_\_\_, Kansas shall be nonpartisan."

Obviously partisan would be used in place of nonpartisan if that is the desire of the governing body.

### **ALTERNATIVE:**

1. Approve the ordinance clarifying that all elections of the City will be nonpartisan.
2. Direct staff to prepare an ordinance for the June 7th regular meeting clarifying that all elections of the City will be partisan.

### **RECOMMENDATION:**

Consistent with the form of government, staff advises you approve the attached ordinance clarifying that all elections of the City will be nonpartisan.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Nonpartisan resolution	5/12/2016	Resolution

**ORDINANCE NO. \_\_\_\_\_-2016**

AN ORDINANCE ESTABLISHING THAT ALL MUNICIPAL ELECTIONS FOR THE CITY OF GARDEN CITY, KANSAS SHALL BE NONPARTISAN ELECTIONS.

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

**SECTION 1.** All elections for members of the governing body of the City of Garden City, Kansas shall be nonpartisan.

**SECTION 2.** This ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 17th day of May, 2016.

\_\_\_\_\_  
CHRIS LAW, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** GC2016-14: Amend Section 2.030 and 7.035 to allow community resource centers with a zoning use permit in the R-3 district.

---

### **ISSUE:**

The Governing Body is asked to consider and approve an ordinance to amend the Garden City Zoning Regulations to allow Community Resource Centers in the R-3 district.

Ord. No. \_\_\_\_\_-2016, an ordinance amending the zoning regulations for the City of Garden City, Kansas to regulate the R-3 Multiple family residential district; amending zoning regulation sections 2.030 and 7.035; repealing in their entirety current zoning regulation sections 2.030 and 7.035; all to the zoning regulations for the City of Garden City, Kansas.

### **BACKGROUND:**

Staff is proposing to amend both the definitions section and the "R-3", Multiple Family Residential District section. This amendment will define 'Community Resource Center' and add 'Community Resource Center' in the R-3 zoning district as a permitted use with the issuance of a zoning use permit. The amendment addresses a need to make resource services more readily available to our community members. Currently these type of services are provided on an on-call basis only.

A Community Resource Center is designed to be located and serve those within a specific neighborhood. The center will provide instruction and guidance to the residents on proper usage of appliances as well as an introduction to the community. This includes information on the available community services. The Center may also serve as a medical and counseling clinic for the residents of that specific community. The Center may also provide outreach services to the residences like the Women Infant Child (WIC) or the Special Health Care Needs (SHCN) programs. This use is intended for local residents only, and therefore, will not increase the traffic to the specific neighborhoods they are located in.

The definition for Community Resource Center would read as follows: (All changes are highlighted in yellow)

### **The amended definitions would include the following:**

#### **Section 2.030 DEFINITIONS.**

**22. Community Resource Center – A nonprofit resource facility that is organized and operated to provide assistance, instruction, guidance and outreach services to the members of the neighborhood who live within a quarter mile of the facility's location.**

**The amended R-3 regulations would read as follows:**

7.035 ZONING USE PERMIT. A zoning use permit is a request to allow a use which is generally compatible with a zoning district, provided that the use will not cause an adverse impact on adjacent property or properties in the area but has operating or physical characteristics that certain conditions be placed on the use. ~~The following uses may be permitted administratively with a zoning use permit by the Planning and Community Development Director or her/his designee.~~ The following two (2) conditions must exist in order to rule favorably on a zoning use permit request. The burden of proof is with the applicant, and the granting of the zoning use permit is at the Directors discretion. The two (2) conditions are as follows:

- a . The use will not cause an adverse impact on adjacent property or properties in the area. Adverse impacts would include, for example: a significant increase in vehicular or pedestrian traffic in adjacent residential areas; emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding ambient conditions; contribution in a measurable way to the deterioration of the area or contribution to the lowering of property values, and
- b . The use will be in compliance with all provisions of the Zoning Ordinance and the laws of the City of Garden City, County of Finney County (if applicable), the State of Kansas and the United States of America.

A zoning use permit is limited to the applicant/occupant and is non-transferable. The use permit is subject to revocation if at any time during the life of the use permit there is a violation of the stipulations of approval, the Zoning Ordinance, or any other statutes or laws. Appeals may be made to the Board of Zoning Appeals via a conditional use permit as outlined in the zoning regulations. ~~including but not limited to the following:~~ The following uses may be permitted administratively with a zoning use permit by the Neighborhood & Development Services Director or her/his designee.

- (A) Home Occupations as explained in Article 26.
- (B) Licensed Day Care Homes as explained in Article 26.
- (C) ~~Church or similar place of worship and~~ publicly owned community buildings, public museums, public libraries, public administrative buildings, police and fire stations.
- (D) Schools, public or private, preschool, primary, intermediate, and secondary and related uses.
- (E) Public parks, playgrounds and recreation areas, and related buildings operated by a public agency.
- (F) Utility uses, as set forth herein, provided that the location is approved by the Planning Commission and provided that there is a landscape and screening plan.
  - (1) Electric and Telephone Substations.
  - (2) Gas Regulation Stations.
  - (3) Water Towers.
- (G) Community Resource Center

**ALTERNATIVE:**

The Governing Body may:

1. Approve the amendment as it has been presented.
2. Not approve the amendment.

**RECOMMENDATION:**

On April 21, 2016, the Planning Commission recommended approval of the amendment as presented by staff.

Present - 8

Yea - 8

Nay - 0

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Amended Ordinance	5/10/2016	Backup Material
GC2016-14 Minutes	5/13/2016	Backup Material

**ORDINANCE NO. \_\_\_\_\_-2016**

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS TO REGULATE THE R-3, MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING ZONING REGULATION SECTIONS 2.030 AND 7.035; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030 AND 7.035; ALL TO THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS.

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

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

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

1. Accessory Building or Use - A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land. (See Article 21.)
2. Accessory Living Quarters- Living quarters within a building that is used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.
3. Agricultural Uses - Farming operation including, dairying, agriculture, horticulture, viniculture, animal and poultry husbandry, including the structures necessary for carrying out farming operations. So long as such land and structures are used for such purposes, the regulations do not apply. The term agriculture as used in this Zoning Regulation shall not include commercial feed lots as defined by K.S.A. 47-1501.
4. Alley - A public or private thoroughfare which affords only a secondary means of access to property abutting thereon.
5. Alteration - Alteration, as applied to a building or structure, is a change or rearrangement of the structural parts of any building or structure, or the enlargement of an existing building or structure by extending said building or structure to cover more of the lot area, by increasing the height or by moving said structure from one location or position to another.
6. Amateur - Means any individual holding a valid Federal Communications Commission Amateur Radio License.
7. Animal Hospital or Clinic - Any building or structure designed for examination, observation, treatment, board, or care of domestic animals by a doctor of veterinary medicine.
8. Antenna - Means any structure or device used for the purpose of collecting or transmitting, electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.
9. Apartment - (See Dwelling, Multiple Family).

10. Automobile and Trailer Sales Area - An open area, other than a street, alley, or other public way or open space, used for the display and/or sales of new or used automobiles or trailers, and where no repair work is done except for minor repair of automobiles or trailers to be displayed and/or sold on the premises.
11. Automobile Wrecking and Salvage Yards - A lot, plot, or parcel of land where three (3) or more motor vehicles, not in operating condition, are collected and/or stored for the purpose of processing parts for sale.
12. Board - Board of Zoning Appeals (BZA).
13. Boarding House - A building other than a hotel, where, for compensation and by pre-arrangement for definite periods, meals, or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons.
14. Buildings - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property. When a structure is divided into separate parts by un-pierced walls, from the ground up, each part is deemed a separate building.
15. Building Height - The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of the top story of a flat roof to the deck line of a mansard roof, and to the average height between the plat and ridge of a gable, hip, or gambrel roof.
16. Building Line - A line established, in general by plat or elsewhere in this ordinance parallel to the front street line between which no building or portion thereof shall project except as otherwise provided in this Zoning Regulation.
17. Building Main - A building or structure in which is conducted the principal use of the lot or group of lots on which it is located.
18. Canopy or Marquee - A roof-like structure, which may project or be separate from a building for the purpose of protection to pedestrians from the weather and in which no retail sales or business operation is performed, without special permit from the Governing Body.
19. Channel - Shall mean the geographical area within the natural or artificial banks of a watercourse required to convey continuously or intermittently flowing water.
20. Churches- A building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship together with all accessory buildings and uses customarily associated with such primary purpose. Includes synagogue, temple, mosque, or other such place for worship and religious activities.
  - (A) Community Church- A church or religious institution with a seating capacity of greater than 600 persons in the sanctuary or main activity area.
  - (B) Neighborhood Church- A church or religious institution with a seating capacity of 600 persons or fewer in the sanctuary or main activity area.
21. Clinic, Dental or Medical - A building in which a group of physicians, dentists, or allied professional assistants are associated for the purpose of carrying on their profession. The clinic may include a dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.

22. Community Resource Center – A nonprofit resource facility that is organized and operated to provide assistance, instruction, guidance and outreach services to the members of a neighborhood who live within a quarter (1/4) mile of the facility's location.
23. Condominium - Means a building containing two (2) or more dwelling units, which dwelling units are separated by a party wall and which dwelling units are designed and intended to be separately owned in fee under the State Apartment Ownership Act. See K.S.A. 58-3102 for complete definition.
24. Convenience Store - Any building or premises used for the sale of food and other items as a "quick-service food/sundry store" which may include the dispensing of gasoline and oil but which does not provide automotive maintenance or repair services.
25. Court - An area enclosed or partially enclosed on not more than three (3) sides by exterior walls, building, or group of buildings and lot lines on which walls are allowable, with one side or end open to a street, driveway, alley, or yard.
26. Curb Level - The officially established grade of the curb in front of the mid-point of the lot.
27. Licensed Day Care Home - Means the premises in which care is provided for a maximum of ten (10) children under sixteen (16) years of age with limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(e)(1). This total includes children less than eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
28. Child Care Center - Means a non-residential facility in which care and educational activities are provided for thirteen (13) or more children two (2) weeks to sixteen (16) years of age for more than three (3) hours and less than twenty-four (24) hours per day including day time, evening, and nighttime care, or which provides before and after school care for school-age children. A facility may have fewer than thirteen (13) children and be licensed as a center if the program and building meet child care center regulations.
29. Group Day Care Home - Means the premises located in a single family dwelling unit where care is provided by two (2) providers, one of whom shall be a bona-fide resident of the, dwelling unit, in which care is provided for a maximum of twelve (12) children under sixteen (16) years of age with a limited number of children under kindergarten age in accordance with K.A.R. 28-4-114(f)(1). This total includes children under eleven (11) years of age related to the provider; and which is licensed and regulated through the Finney County Health Department by the Kansas Department of Health and Environment.
30. District - A section or sections of Garden City, Kansas for which the regulations governing the use of, the height of, and area of buildings and premises are uniform.
31. Dock (Loading) - A structure of which its height and primary purpose is to facilitate the loading and unloading of cargo and transportation vehicles.
32. Drainage Course (Water Course) - Any natural depression, draw, or ravine which directs and facilitates the flow of water.
33. Drive - A Private right-of-way which affords principle means of vehicular access to or through a mobile home park, and which is owned and maintained by the owner or operator of the park.

34. Dwelling - Any building designed or used for residential purposes.
35. Dwelling, Single-Family - A building designed for or occupied exclusively by one family.
36. Dwelling Two-Family - A building designed for or occupied exclusively by two (2) families.
37. Dwelling, Multiple Family - A building, or portion thereof designed for or occupied by three (3) or more families, but which may have joint services or facilities for more than one family.
38. Easement - A portion or strip of land which is part of a lot, parcel tract which has been reserved or dedicated for specific use for access of persons, utilities, or services.
39. Exception - An exception shall always mean the allowance of otherwise prohibited use within a given district, such use and conditions by which it may be permitted being clearly and specifically stated within these Zoning Regulations, and the allowance being granted by conditional use permit from the Board of Zoning Appeals.
40. Educational Institution - A college, university, or incorporated academy providing general academic instruction equivalent to the standards prescribed by the State Board of Education.
41. Fabrication - That part of manufacturing which relates to stamping, cutting, or otherwise shaping processed materials into objects and may include the assembly of standard component parts, but does not include extracting, refining, or other initial processing of basic raw materials.
42. Facade - That portion of a building facing public street right-of-way.
43. Family - The word "family" shall be two (2) or more persons related by blood, marriage, or adoption living together in a dwelling unit. For the purpose of this Title, paying tenants in excess of two (2) shall be considered as boarders or roomers, and the building in which they abide shall be considered as a boarding, or rooming house.
44. Feed Lot - The use of land for commercial dry lot livestock feeding operations where any number of livestock or poultry is confined in a concentrated area for the distinct purpose of meat, milk, or egg production, where the livestock or poultry are fed at the place of confinement and crop or foliage is not sustained in the area of confinement. Also included are any feeding endeavors which are operated on a contract basis. Not included in this definition are farm feeding operations which are an agricultural endeavor used for personal need, income supplement, and are a seasonal operation. Also not included are pasturing and grazing operations.
45. Fence - A free-standing structure of metal, masonry, glass, or wood or any combination thereof resting on or partially buried in the ground and rising above ground level and used for confinement, screening, or partition purposes.
46. Flood - Shall mean an overflow of water onto lands not normally covered by water. Floods have two (2) essential characteristics: The inundation of land is temporary, and the land is adjacent to and inundated by overflow from a watercourse, or lake, or other body of standing water.
47. Floodplain - Shall mean the land adjacent to a watercourse subject to inundation from a flood having a chance occurrence in any one year of one percent (1%).
48. Floodway - Shall mean the channel of a watercourse and that portion of the adjoining

floodplain required to provide passage of a 100-year flood with an insignificant increase in flood stage, above that of natural conditions. The limits of the floodway, as designated by order of the Planning Commission are delineated on the official zoning map and the attachments to it.

49. Floodway Fringe Area - Shall mean the area between the limits of the floodway and the floodplain of the 100-year flood.
50. Floor Area - For computing off-street parking requirements, the floor area shall mean the gross floor area used or intended to be used by the owner or tenant for service to the public as customers, patrons, or clients including areas occupied by fixtures and equipment used for display. It shall not include areas used principally for maintenance of the building, rest room, or utility rooms.
51. Frontage - All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
52. Frozen Food Locker - A facility or structure where livestock is slaughtered and prepared for distribution to butcher shops or retail sales establishments such as grocery stores. A frozen food locker is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, storage, or sale of the product on the premises.
53. Funeral Home - An establishment providing services such as preparing the human dead for burial or cremation and arranging and managing funerals, and may include limited caretaker facilities. Such buildings may contain space and facilities for (a) embalming and the performance of other services used in preparation of the dead; (b) the performance of autopsies; (c) the storage and sale of caskets, funeral urns, and other related funeral supplies; (d) the storage and cleaning of funeral vehicles; (e) facilities for cremation; (f) funeral chapels to perform funeral services.
54. Garage Private - An accessory building designed or used for the storage of motor-driven vehicles owned and used by the occupant of the building to which it is an accessory.
55. Garage, Public - A building or portion thereof other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor driven vehicles.
56. Garage, Storage - A building or portion thereof designed or used exclusively for housing four (4) or more motor-driven vehicles, other than truck and commercial vehicles, pursuant to previous arrangements and not to transients, and at which no auto fuels are sold and no motor vehicles are equipped, repaired, hired, or sold.
57. Grade
  - (A) For buildings having walls adjoining one street only, the elevation of the curb at the center of the wall adjoining the street.
  - (B) For buildings having walls, adjoining more than one street, the average of the elevation of the curb at the center of all walls, adjoining the streets.
  - (C) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.

- (D) Any wall approximately parallel to and not more than five (5) feet from a street line is to be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the City Engineer.
58. Height, Tower - shall be determined by measuring the vertical distance from the tower's point of contact with the ground or structure to the highest point of the tower. All antennas or other attachments shall not exceed ten (10) feet above the tower and shall not be included into the tower height measurement.
59. Home Occupation - The term "Home Occupation" shall mean any occupation conducted entirely within the dwelling unit and carried on only by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the residential character thereof and in connection with which there is no display nor stock in trade or commodities sold - except those which are produced on the premises. (See Article 26).
60. Hotel - A building used as an abiding place on a daily or weekly basis for transient persons who, for compensation, are lodged with or without meals, whether such establishments are designated as a hotel inn, automobile court, motel, motor inn, motor, lodge, tourist cabin, tourist unit, or otherwise.
61. Institutional Home - A place where the specialized care of babies, children, pensioners, or older people - and those under care for drug or alcohol abuse, is provided, except those for correctional or mental cases. An Institutional Home shall in no way be interpreted to mean a Day Care Center.
62. Institutional Use - Shall include civic, service and fraternal organization buildings; cultural facilities; child care centers; dormitories; schools; group homes; nursing homes, rest homes and homes for the aged; government buildings; health institutions; religious institutions; stadiums, arenas and civic centers.
63. Junk Yard - A parcel of land used for the storage, keeping for sale, or abandonment of junk, including used metal, wood, building materials, household appliances, vehicles, machinery, or parts thereof.
64. Landscaping - The improvement of a lot, parcel or tract of land with grass, shrubs, and/or trees. Landscaping may include pedestrian walks, flowerbeds, ornamental objects such as fountain, statuary or other similar, natural, and artificial objects, designed and arranged to produce an aesthetically pleasing effect.
65. Lodging House - A building or place where lodging is provided or which is equipped regularly to provide lodging, by prearrangement for definite periods, for compensation, for three (3) or more persons in contradistinction to hotels open to transients.
66. Lot - A parcel of platted land occupied or intended for occupancy by one main building, together with its accessory buildings, including the open spaces required by this Zoning Regulation.
67. Lot, Corner - A lot abutting upon two (2) or more streets at their intersection.
68. Lot Depth of - The mean horizontal distance between the front and rear lot lines.

69. Lot, Double Frontage - A lot having a frontage on two (2) nonintersecting streets as distinguished from a corner lot.
70. Lot Line - Any line bounding a lot or separating one lot from another.
71. Lot of Record - A lot which is a part of a subdivision, the map of which has been recorded in the Office of the Register of Deeds of Finney County, Kansas.
72. Manufacture - Any method of processing, developing, fabricating, or assembling; either raw materials, semi-finished materials, or parts into a semi-finished or finished product.
73. Manufactured Home - "Manufactured Home" means a structure which:
- (A) Is transportable in one or more sections which, in the traveling mode is 8 body feet or more in width or 40 body feet in length, or, when erected on site, is 320 or more square feet and which is built on a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
  - (B) Is subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403.
74. Minimum Building Elevation - Shall mean the elevation to which uses regulated by this regulation are required to be elevated or flood proofed. This elevation would be equal to the elevation that could be reached by the 100-year flood if it occurred under the conditions existing at the time this regulation was passed, plus one foot to allow for encroachments permitted, by the establishment of a floodway.
75. Non-Conforming Mobile Home - Shall mean a structure which:
- a. Is transportable in one or more sections which, in traveling mode, is 8 body feet or more in width and 36 body feet or more in length and is built on a permanent chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
  - b. Is not subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. 5403
76. Manufactured Home Park - A tract of land containing suitable drives, utilities, and other supporting elements, and devoted to the sole purpose of accommodating, on lease or rental basis, mobile homes, or manufactured homes, located therein permanently or semi-permanently.
77. Manufactured Home Space - That area of land within a manufactured home park set aside for use as a site for one manufactured home, including the open spaces around said home. As are required in this Zoning Regulation.
78. Manufactured Home, Double Wide - A manufactured or modular home which when assembled on the site has a width of not less than twenty-four (24) feet.
79. Manufactured Home Single Wide - Any residential structure assembled in total or in sections other than at the site of intended location and transported to such site.

80. Manufactured Home Subdivision - A subdivision developed for the purpose of selling individual lots on which manufactured homes or modular homes may be located.
81. Modular Home - Shall mean a structure which is:
- a. Transportable in one or more sections; and
  - b. Not constructed on a permanent chassis; and
  - c. Designed to be used as a dwelling on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and
  - d. Certified by its manufacturer as being constructed in accordance with a nationally recognized building code.
82. Natural Obstruction - Shall mean any rock, tree, gravel, or related natural matter that is an obstruction and has been located within the floodway by a non-human cause.
83. (Reserved)
84. Non-Conforming Use - Same; existing uses; alterations; exception.
- a. Reasons adopted herein shall not apply to the existing use of any building or land, but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted. If a building is damaged by more than 50% of its fair market value such building shall not be restored if the use of such building is not in conformance with the regulations adopted.
  - b. Exception for flood plain regulations in areas designated as a flood plain, regulations adopted by the City pursuant to K.S.A.12-715b, and amendments thereto, shall not apply to the use of land for agriculture purposes so long as such land, and buildings are used for agricultural purposes and not otherwise.
85. Obstruction - Shall mean artificial obstructions, such as any dam, wall, wharf, embankment, levee, dike, pile, abutment, excavation, channel rectification, bridge, conduit, culvert, building, structure, wire, fence, rock, gravel, refuse, fill, or other related structures or matter in, along, across, or projecting into any floodway which may impede, retard, or change the direction of the flow of water, or increase the flood height, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry the same downstream to the damage or detriment of either life or property.
86. Parking Space - An area surfaced with concrete, bituminous, or similar permanent surface, for the purpose of storing one parked automobile. For the purpose of this Zoning Regulation, one parking space shall have a minimum width of (9) feet and a minimum length of twenty (20) feet. In computing off-street parking, additional space shall be required, off-street, for access drives to each parking space.
87. Pasturage or Pasture - Shall be defined as land or a plot of land used for the grazing, feeding, and confinement of livestock.
88. Person - A person shall be understood in its broadest legal sense, including person, partnership, a company, corporation, or any other organized or unorganized group of persons acting together.

89. Planning Commission - The Holcomb-Garden City-Finney County Area Planning Commission.
90. Portable Storage Unit- An accessory structure that has been a wheeled vehicle, or a portion of a wheeled vehicle, or a metal container of any kind. This transportable unit is designed and used for the storage of retail merchandise, household goods, personal items, construction materials, supplies and non-hazardous materials.
91. Preschool - A non-residential facility which provides experiences for children who have not attained the age of eligibility to enter kindergarten and who are thirty (30) months of age or older; conducts sessions not exceeding three (3) hours per session; which does not enroll any child more than one session per day, and which does not serve a meal. (Ord. #1736, 7/8/91)
92. Professional Office - Any building used by one or more persons engaged in the practice of law, architecture, engineering, medicine, or in the business of real estate broker or agent.
93. Public Utility - Any business the purpose of which is to furnish to the general public:
- a. Telephone Service
  - b. Telegraph Service
  - c. Electricity
  - d. Natural Gas
  - e. Water
  - f. Transportation of Persons
  - g. Solid Waste Disposal
  - h. Wastewater Treatment Plant
  - i. Any other business so affecting the public interests to be subject to the supervision or regulation by any agency or the State.
  - j. Community closed circuit telecast
94. Restaurant – Any eating establishment in which the primary function is the preparation and serving of food and beverages on the premises and whose sale of cereal malt beverages or alcoholic liquor accounts for less than 50% of its gross receipts in sales.
95. Right-of-Way - A strip of land between property lines, dedicated to the public or private interest, which is intended for use as an alley, crosswalk, court, place, road, street, thoroughfare, or utility easement.
96. Residential Designed Manufactured Home - A manufactured home on a permanent foundation which has a minimum dimension of twenty-two (22) feet in body width, a pitched roof and siding and roofing material which are customarily used on site-built homes.
97. Rooming House - Any dwelling in which more than three (3) persons either individually or as families are housed or lodged for hire, with or without meals.

98. Service Station - Any building or premises used for the purpose of dispensing, sale, or offering for sale at retail of any automobile fuels or oils, when the dispensing, sale, or offering for sale is incidental to the conduct of a public garage, the premises are classified as a public garage.
99. Setback - The minimum horizontal distance between the property line and the building line.
- a. Front Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
  - b. Rear Yard - is determined from the face of the building, excluding steps, unenclosed porches, and eave overhang.
  - c. Side Yard - shall be determined from the eave overhang.
100. Sidewalk - A hard surfaced walk for pedestrians at the side of a street. (All sidewalks will be constructed as specified in the Garden City Sidewalk Hand Book of 1978).
101. Sign - See Article 23, Section 23.020 of this Zoning Regulation for definitions.
102. Story - That portion of a building, other than a basement or cellar, included between the surface of any floor and surface of the floor next above it, if there be no floor above it, then the space between the floor and the ceiling next above it.
103. Story, Half - A space under a sloping roof which has the fine intersection of roof decking and wall face not more than three (3) feet above the top floor level and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half-story containing independent living quarters shall be counted as a full story.
104. Street - A right-of-way, dedicated to the public use, which provides principle vehicular and pedestrian access to adjacent properties.
105. Street Classification
- a. Arterial - A street which provides for through traffic movement between and around areas and across the City, with direct access to abutting property; subject to necessary control of entrances, exits, and curb uses.
  - b. Collector - A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
  - c. Local - A street which provides for direct access to abutting land and for local traffic movement whether in business, industrial or residential areas.
106. Street Line - A dividing line between a lot, tract, or parcel of land and the contiguous street.
107. Structure - Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, but not including fences.
108. Structural Alterations - Any change in the supporting members of a building such as, bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Zoning Regulation the following shall not be considered structural alterations:

- a. Attachment of a new front where structural supports are not changed and that does not encroach beyond building line.
  - b. Addition of fire escapes where lintels supports are not changed.
  - c. New, windows where lintels and support walls are not materially changed.
  - d. Minor repair or replacement of non-structural members.
109. Tavern/Class A Club/Class B Club/Private Club/Night Club/Fraternal Lodge/ Drinking Establishment/Lodge - Any establishment that meets at least one of the following:
- a. Any establishment whose primary function is the sale and on-site consumption of cereal malt beverages or alcoholic liquor.
  - b. Any establishment whose sale of cereal malt beverages or alcoholic liquor accounts for more than 50% of its gross receipts in sales.
  - c. A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, for the exclusive use of the corporate stockholders, partners, trust beneficiaries, associates, members, and their families and guests accompanying them.
  - d. A premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.
  - e. A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for consumption of food or any beverage and for entertainment.
110. Townhouse - Means one single-family townhouse residential unit which may be joined together with at least one additional single-family townhouse residence by a common wall or walls, and/or roof and/or foundation: Provided, however, that in any event, the term "townhouse" shall not mean a condominium as defined in K.S.A. 58-3102.
111. Tower - Means any ground or structure-mounted pole, spire, structure, or combination thereof taller than 15 feet including supporting lines, cable, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.
112. Tower, Multi-User - means a tower to which is attached the antennas of the more than one commercial wireless telecommunications service provider or governmental entity.
113. Tower, Single-User - means a tower to which is attached only the antennas of a single-use, although the tower may be designed to accommodate the antennas of multiple users as required by this Code.
114. Tract - An area or parcel of land other than a lot of record described and recorded in the Office of the Register of Deeds of Finney County as a single parcel of land under individual ownership.
115. Trailer - Any structure used for living, sleeping, business, or storage purposes, having no

foundation other than wheels blocks, skids, jacks, horses, or skirting and which has been, or reasonably may be, equipped with wheels or other devices for transporting the structure from place to place, whether by motor power or other means. The term "Trailer" shall include recreational vehicles.

116. Trailer Park - Means a tract of land containing sites for the overnight or short term parking of two (2) or more camping trailers. Camping trailers may be parked in a camp-ground or camper park provided such camp area is in conformance with the codes and ordinances of the City.
117. Trailer, Advertising - A trailer, as defined above, but carrying, or having attached thereto, a sign, billboard, or other media for advertising purposes, such advertising being the purpose and use of the trailer.
118. Trailer, Camping - A trailer, as defined above, and equipped with an enclosure for sleeping while on vacation, or other trips of short duration. Such camping trailers may also contain cooking, bath, and sanitary equipment. Size and furnishing of such camping trailers may vary widely, but in no case shall they be considered structures for residential use of a temporary or permanent nature, for purposes of this Zoning Regulation.
119. Trailer, Hauling - A trailer, as defined above, and designed and normally used for over-the-road transporting of belongings, equipment, merchandise, livestock, and other objects, but not equipped for human habitation.
120. Transitional Supportive Housing- Housing with no limit on length of stay, that provides shelter for domestic violence survivors and their dependent children, that provides safe housing coupled with supportive services to assist residents and walk-in clients by providing skill-specific services and support as needed.
121. Vision Clearance Area - A triangular area on a corner lot, which is formed by the street property lines and a line connecting them at points, twenty-five.(25) feet from the intersection of the street lines. The vision clearance area shall contain no temporary or permanent obstructions in the excess of one (1) foot in height. Street trees may be permitted provided such trees are pruned at least eight (8) feet above the surrounding grade. At the intersection of major or arterial streets the vision clearance area is created by points forty (40) feet from the intersection of the property lines.
122. Watercourse - Shall mean any stream, arroyo, or drainway having a channel that serves to give direction to a flow of water.
123. Yard - A space on the same lot with a main building, open, unoccupied, and unobstructed by buildings or structures from the ground to the sky, except as otherwise provided in this Zoning Regulation.
124. Yard, Front (Primary Front) - A yard extending across the full width of the lot, the depth of which is the least distance between the street right-of-way line and the building setback line.
125. Yard, Secondary Front- A yard on a corner lot which fronts a public or private right-of-way but on which the building on the lot does not have a primary entrance; extending from the front line of the building to the rear line of the building.
126. Yard, Rear – A yard extending across the full width of the lot between the rear of the building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear line of such main building.

127. Yard, Side – A yard between the main building and the side lot line extending from the front yard lot line to the rear lot line. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line from the nearest part of the main building. (See Article 22, Supplemental Development Standards.)

**SECTION 2.** Section 7.035 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

**7.035 ZONING USE PERMIT.** A zoning use permit is a request to allow a use which is generally compatible with a zoning district, provided that the use will not cause an adverse impact on adjacent property or properties in the area but has operating or physical characteristics that certain conditions be placed on the use. The following two (2) conditions must exist in order to rule favorably on a zoning use permit request. The burden of proof is with the applicant, and the granting of the zoning use permit is at the Directors discretion. The two (2) conditions are as follows:

- a. The use will not cause an adverse impact on adjacent property or properties in the area. Adverse impacts would include, for example: a significant increase in vehicular or pedestrian traffic in adjacent residential areas; emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding ambient conditions; contribution in a measurable way to the deterioration of the area or contribution to the lowering of property values, and
- b. The use will be in compliance with all provisions of the Zoning Ordinance and the laws of the City of Garden City, County of Finney County (if applicable), the State of Kansas and the United States of America.

A zoning use permit is limited to the applicant/occupant and is non-transferable. The use permit is subject to revocation if at any time during the life of the use permit there is a violation of the stipulations of approval, the Zoning Ordinance, or any other statutes or laws. Appeals may be made to the Board of Zoning Appeals via a conditional use permit as outlined in the zoning regulations. The following uses may be permitted administratively with a zoning use permit by the Neighborhood & Development Services Director or her/his designee.

- (A) Home Occupations as explained in Article 26.
- (B) Licensed Day Care Homes as explained in Article 26.
- (C) Publicly owned community buildings, public museums, public libraries, public administrative buildings, police and fire stations.
- (D) Schools, public or private, preschool, primary, intermediate, and secondary and related uses.
- (E) Public parks, playgrounds and recreation areas, and related buildings operated by a public agency.
- (F) Utility uses, as set forth herein, provided that the location is approved by the Planning Commission and provided that there is a landscape and screening plan.
  - (1) Electric and Telephone Substations.
  - (2) Gas Regulation Stations.
  - (3) Water Towers.

(G) Community Resource Centers

**SECTION 3.** The Zoning Regulations for the City of Garden City, Kansas, Sections 2.030 and 7.035 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation sections not specifically amended or deleted herein shall remain in full force and effect.

**SECTION 4.** If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 17<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
CHRIS LAW, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



\*Attached are the minutes from the Planning Commission pertaining to this case  
\*These minutes are draft only. They have not been approved by the Planning Commission.

**GC2016-14 Amendment to the Garden City Zoning Regulations allowing Community Resource Centers in “R-3”**

*Staff Davidson reads staff report.*

*Secretary Kentner – We see a lot of this already happening in residential neighborhoods and more often than not it’s happening in apartment complexes. We’re just trying to clarify in the regulations that it is or isn’t allowed to be done.*

*Member Germann – I think that as we see more of the assisted living type care we are going to see a big need for that out there so I think it’s important that we do that.*

*OPEN PUBLIC COMMENT*

*CLOSE PUBLIC COMMENT*

*MEMBER GERMANN MAKES MOTION TO APPROVE THE AMENDMENT TO THE R-3 GARDEN CITY ZONING REGULATIONS TO ALLOW COMMUNITY RESOURCE CENTERS WITH A ZONING USE PERMIT AS PRESENTED IN THE STAFF REPORT. MEMBER HOWARD SECONDS MOTION.*

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

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

NEIGHBORHOOD &  
DEVELOPMENT

SERVICES

DEPARTMENT

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND  
ZONING

620-276-1170

CITY ADMINISTRATIVE  
CENTER

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

P.O. Box 998

GARDEN CITY, KS

67846-0998

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**MEMORANDUM**

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** GC2016-18: A rezone of 2002 Labrador Blvd. from "C-2" to "R-3".

**ISSUE:**

The Governing Body is asked to consider and approve a rezone of 2002 Labrador Blvd. from the "C-2" General Commercial District to the "R-3" Multiple Family Residential District.

Ord. No. \_\_\_\_\_-2016, an ordinance approving the rezoning of land from "C-2" General Commercial District to "R-3" Multiple Family Residential District; amending the zoning ordinance and the district zoning map of the city; and repealing the current zoning ordinance and district zoning map; all to the Code of Ordinances of the City of Garden City, Kansas.

**BACKGROUND:**

<b>General Information</b>			
<b>Date:</b>	April 13, 2016	<b>Jurisdiction:</b>	Garden City
<b>Owner:</b>	Bethphage		
<b>Applicant:</b>	Richard Strandmark		
<b>Requested Action:</b>	Rezoning from "C-2" General Commercial District to "R-3" Multiple Family Residential District		
<b>Purpose:</b>	Rezone property to allow for construction of nursing home centers.		
<b>Location Address:</b>	2002 Labrador Blvd., Garden City		
<b>Comprehensive Plan:</b>	The proposed land use is consistent with the Comprehensive Plan		
<b>Sites Existing Zoning:</b>	"C-2" General Commercial District		
<b>Surrounding Zoning:</b>	North	"C-2" General Commercial District	
	South	"C-2" General Commercial District	
	East	"C-1" Neighborhood Shopping District	
	West	"C-1" Neighborhood Shopping District	
		"R-3" Multiple Family Residential District	
<b>Land Area:</b>	Contains 1.83 acres +/-		

**Notice Date:**

This project was published and noticed by mail as required by code.

### Comments & Required Improvements

1 . The applicant is requesting to rezone this parcel from the "C-2", General Commercial District to the "R-3", Multiple Family Residential District.

2. The owner would like to construct two (2) Home Plus twelve (12) bed Nursing Centers. The current "C-2" General Commercial District zoning does not allow for Nursing Homes as a permitted or conditional use. A preliminary site plan (Figure 1) and pictures of a similar development in Hutchinson (Figures 2-3) have been attached for the Planning Commission's reference.

According to Kansas Statutes: "Home plus" means any residence or facility caring for not more than 12 individuals not related within the third degree of relationship to the operator or owner by blood or marriage unless the resident in need of care is approved for placement by the secretary of the department of social and rehabilitation services, and who, due to functional impairment, needs personal care and may need supervised nursing care to compensate for activities of daily living limitations. The level of care provided residents shall be determined by preparation of the staff and rules and regulations developed by the department on aging. An adult care home may convert a portion of one wing of the facility to a not less than five-bed and not more than twelve-bed home plus facility provided that the home plus facility remains separate from the adult care home, and each facility must remain contiguous. Any home plus that provides care for more than eight individuals after the effective date of this act shall adjust staffing personnel and resources as necessary to meet residents' needs in order to maintain the current level of nursing care standards. Personnel of any home plus who provide services for residents with dementia shall be required to take annual dementia care training.

3 . Sec. 7.030 (D) of the Garden City Zoning Regulations states that Nursing Homes are a conditional use within the "R-3" Multiple Family Residential District, and may be permitted only after they have been reviewed and approved by the Garden City Board of Zoning Appeals. The applicant must receive approval from the Board of Zoning Appeals before any construction on the nursing centers can begin.

4. There are concerns with this property. It is located next to a very busy gas station, and it is located across the street from a car wash. The car wash can be very loud, and staff has received complaints from the residential neighbors close by concerning the noise level. In addition, this property is located close to Jax which does have special outdoor events when the sound levels might reach uncomfortable levels for residential properties nearby.

The Governing Body may approve according to the criteria in Section 27.040. Below is the complete list of these criteria:

#### 27.040. AMENDMENT EVALUATION CRITERIA.

Prior to taking any action on a request for an amendment which is not a general revision of the Zoning Regulations and which will affect specific property, the Planning Commission shall give consideration to the following evaluation criteria:

( A ) The physical character of the neighborhood surrounding the property under consideration.

(B) The existing zoning and land uses of properties both adjacent and near the property under consideration,

(C) The suitability under existing conditions of the subject property for the land uses to which it has been zoned

- (D) The extent to which removal or alteration of the existing zoning classification will affect nearby properties (outlined in (B) above),
- (E) The length of time the subject property has remained vacant as zoned (if applicable),
- (F) The relative gain to the public health, safety and welfare by the change of value of the landowner's property compared to any hardship that may be imposed upon the landowner,
- (G) The consideration of recommendations of permanent or professional staff (if applicable),
- (H) The conformance of a proposed zoning change to the adopted or recognized Comprehensive Plan being utilized by the City of Garden City, Kansas, and
- (I) Other factors relevant or specific to a particular proposed zoning amendment. (Ord. #1770, 11/2/91)

**ALTERNATIVE:**

The Governing Body may:

1. Approve the rezoning request
2. Deny the rezoning request

**RECOMMENDATION:**

**Staff Recommendation:** Staff is unable to recommend approval of the rezoning due to the following criteria listed in Section 27.040:

- (A) The physical character of the neighborhood is commercial and the physical character of the proposed use is residential in nature.
- (B) The existing zoning and land uses of the adjacent properties are unlike the proposed use.

**Planning Commission Recommendation:** The Planning Commission recommended approval of the rezoning request on April 21<sup>st</sup>, 2016.

Members Present- 8

Yea vote- 8

Nay vote- 0

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
GC2016-18 Ordinance	5/11/2016	Ordinance
GC2016-18 Minutes and Pictures	5/11/2016	Backup Material

(Published in the Garden City Telegram on the \_\_\_\_\_ day of May, 2016)

ORDINANCE NO. \_\_\_\_\_-2016

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

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

**SECTION 1.** The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2528-2011, with all amendments thereto, is hereby amended to rezone the below described real property from "C-2" General Commercial District to "R-3" Multiple Family Residential District:

Lot One (1), Block One (1), Northeast Business Center First Addition to Garden City, Finney County, Kansas.

**SECTION 2.** The District Zoning Map referred to in the Zoning Regulations, Section 3.020, of the City of Garden, Kansas, adopted by Ordinance No. 2528-2011, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

**SECTION 3.** The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same hereby are repealed, to be replaced as specified in this ordinance. All sections of the Zoning Ordinance, Zoning Regulations, and District Zoning Map not specifically amended herein, shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 17th day of May, 2016.

\_\_\_\_\_  
CHRIS LAW, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



\*Attached are the minutes from the Planning Commission pertaining to this case  
\*These minutes are draft only. They have not been approved by the Planning Commission.  
4/21/2016

**GC2016-18 Rezone 2002 Labrador “C-2” to “R-3”, Richard Strandmark**

*Staff Thibault reads staff report.*

*Richard Strandmark* – There weren’t any other lots to build this on, this was our only option. I own the Dialysis center going up east of U-PUMP IT and the lots located east of Cherokee. When we bought those lots, we were interested in developing those into a medical type area, so we thought the nursing home idea worked well with that. I would have liked a different lot because it’s not the best location due to the busy corners. I would have rather located more in the middle of residential but there was nothing available so we had to choose this.

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**

Staff Davidson presents an opposing letter sent by the Wharton family regarding the rezone.

*Staff Davidson* – The comprehensive plan does show this area as commercial/residential, so it is consistent with the comprehensive plan.

*Chairman Lopez* – I think those are some nice buildings that would be a good addition to this town. I would be less concerned with what effect you might have on surrounding properties more than what those properties may have on you. We just approved a larger parking lot for Jax and I’m assuming they’re going to be having more outdoor things that might be a problem for your people there. While I do understand Mr. Wharton’s comments, I think the type of business that you’re putting in there would be professionally staffed and very conducive to other ideas you have for that part of town.

Discussion ensued regarding other available lots in town that were considered but not chosen due to the location and surrounding properties.

*Secretary Kentner* – Staff’s concern was that we do get a lot of noise complaints due to the carwash and Jax.

*Member Germann* – Wouldn’t we be affecting spot zoning?

*Kaleb Kentner* – No, the R-3 district touches the corner of the property in question.

Discussion ensued regarding potential zoning and uses in the area.

*Chairman Lopez* – If Mr. Strandmark does go ahead and build these buildings, I don’t think the look of the building and nature of the floor plans would be conducive to the multiple family residences that the Wharton family was concerned about.

Discussion ensued regarding the purpose and nature of the nursing home that would potentially go in.

*Member Hitz* – I do have one concern regarding Jax and the carwash that were mentioned. I went out to look at this and there were a lot of high school cars parked up and down the street that could eventually be parked in front of your business.

*Richard Strandmark* – They don’t go that far west.

Discussion ensued regarding the proximity of the building to the urgent care and the high school. Staff expressed their concern about the amount of noise complaints received from nearby residential areas regarding public events occurring in neighboring commercial zones.

*Secretary Kentner* – We don’t want surrounding commercial properties to come back and protest about increasing the amount of complaints on their commercially zoned properties due to noise or other issues that may arise from new residential from this rezoning.

*Member Gigot* – Even though they are looking into moving it into an R-3, it’s still a business and people are going to be employed. There are many residential areas next to busy places and they have large walls and things of that nature because they know what they’re getting into, much like this case. I think this is extremely positive and I have no issues with it.

**MEMBER SCHWINDT MAKES MOTION TO APPROVE THE REZONING OF THE PROPERTY IN QUESTION FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT. MEMBER GIGOT SECONDS MOTION.**

**NEIGHBORHOOD &  
DEVELOPMENT**

**SERVICES**

**SERVING**

**GARDEN CITY**

**HOLCOMB**

**AND**

**FINNEYCOUNTY**

620-276-1170

**INSPECTIONS**

620-276-1120

**CODE COMPLIANCE**

620-276-1120

**PLANNING AND  
ZONING**

620-276-1170

**CITY ADMINISTRATIVE  
CENTER**

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

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

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

Germain	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

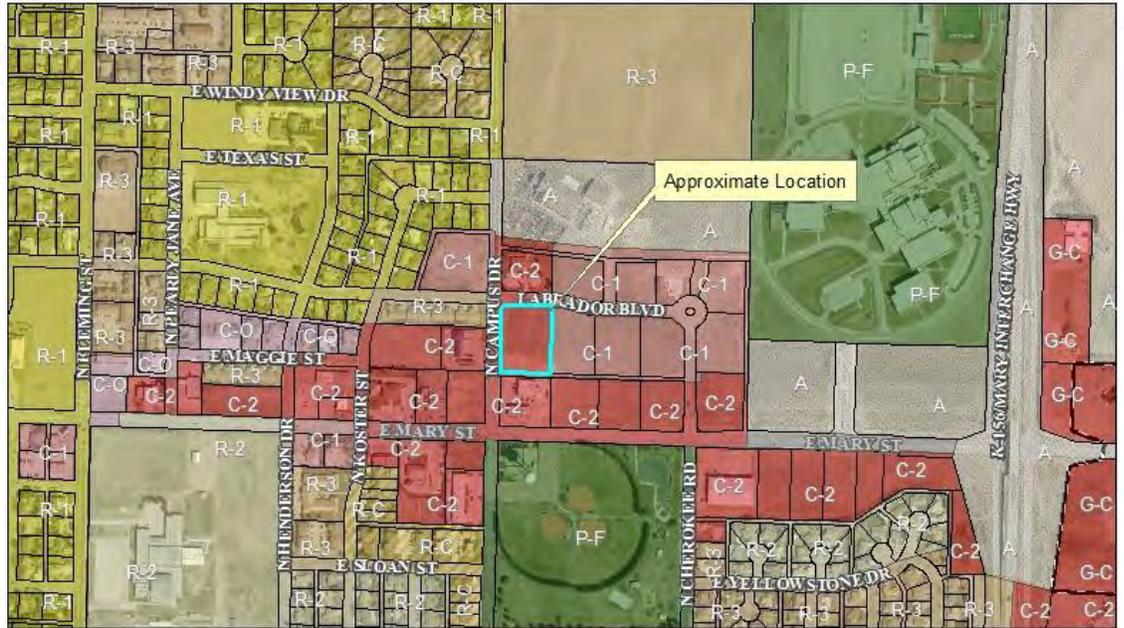
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Case Number: GC2016-18  
Applicant: Richard Strandmark  
Address: 2002 Labrador Blvd.  
Request: Rezone from "C-2" to "R-3"





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Figure 1. Preliminary site plan.



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Figure 2. Existing Home Plus development in Hutchinson, KS.



Figure 3. Existing Home Plus development in Hutchinson, KS.

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# Old Business



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** May 17, 2016  
**RE:** KDOT Construction Agreement - Meadowlark Dairy Nutrition highway and access road

---

### **ISSUE:**

The Governing Body is asked to consider and approve a Construction Agreement with the Kansas Department of Transportation for the Meadowlark Dairy Nutrition plant highway and access road improvements.

### **BACKGROUND:**

The Development Agreement between the City and Meadowlark Dairy Nutrition LLC includes a requirement for the City to construct highway and access road improvements. The agreement acknowledges that the City would seek Economic Development funding from KDOT. Our project application was approved for a maximum of \$1,200,000 for construction costs, with no City match required. The current estimated construction cost is \$1,233,000. Engineering costs for the project are entirely the City's responsibility.

KDOT has provided Agreement No 30-16, for Project No. 28 KA-4278-01, for City approval.

The construction plans for the project are undergoing final review by KDOT. We anticipate receiving plan approval and authorization to bid the project in the next 10 days. The construction schedule would allow earthwork to begin this fall with paving to be completed next spring. This schedule has been coordinated with the DFA and their contractor. Wilson & Company is our consulting engineer on this project.

### **ALTERNATIVE:**

1. Approve Agreement No 30-16 between the City and KDOT
2. Do not approve the agreement

### **RECOMMENDATION:**

Staff recommends approval of Agreement No. 30-16 with the Kansas Department of Transportation.

### **FISCAL NOTE:**

We will use fund 008, Community Trust Reserve, for the monthly construction payments and submit monthly reimbursement requests to KDOT. Engineering costs are budgeted at \$150,000 in line item 053-11-000-6171.02 and \$150,000 in line item 001-17-171-6010.06.

### **ATTACHMENTS:**

Description	Upload Date	Type
KDOT Agreement No 30-16	5/11/2016	Backup Material

PROJECT NO. 83-28 KA-4278-01  
CONSTRUCTION  
CITY OF GARDEN CITY, KANSAS

## AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Garden City, Kansas** (“City”), collectively, the “Parties.”

### RECITALS:

- A. The City has requested and the Secretary has authorized a construction project, as further described in this Agreement.
- B. Pursuant to the laws of Kansas, including K.S.A. 2013 Supp. 68-2314b, the Secretary is authorized to provide assistance to cities for roads and bridges not on the state highway systems, and is further authorized to provide transportation improvement assistance for transportation-sensitive economic opportunities on a local basis.
- C. Cities may, under certain circumstances, enter into agreements with the Secretary for the financing and construction of local streets.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Garden City, Kansas, with its principal place of business at 301 N. 8<sup>th</sup> St. Garden City, KS 67846.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 Southwest Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **“Milk Drying Plant”** means Meadowlark Dairy Nutrition, LLC, a subsidiary of Dairy Farmers of America, with its principal place of business located at 10220 NW Ambassador Dr., Kansas City, MO 64153.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on his own behalf, reasonably determines are not Participating Costs.
17. **“Notice of Acceptance”** means a written notification from the Secretary that the Secretary has received certification from the City that the Project has been completed in compliance with the Project plans, specifications, and applicable standards and that the Secretary accepts the construction provided for and contemplated by the Agreement as completed in accordance with the requirements of this Agreement.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
20. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: Widening of US-83 to provide turning lanes and access road improvements into the Milk Drying Plant site in Garden City, Kansas, and is the subject of this Agreement.
22. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services. The bidder must be eligible and listed on KDOT’s prequalified list.
24. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

26. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel such that the City may obtain participation of state funds in the cost of the Project.

2. **Payment of Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$1,200,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

4. **Verification of Development is a Condition Precedent to Reimbursement.** The Secretary shall not reimburse the City until the Secretary receives verification from the City that development necessitating the Project is underway. Verification for the Project may consist of evidence of construction, such as a building permit, for the Milk Drying Plant expansion project. Failure to submit verification of development by June 1st, 2016, shall result in the Secretary cancelling the Project.

## ARTICLE III

### CITY RESPONSIBILITIES:

1. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

3. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, and the documents set forth in Article III, paragraph 4 below, and to administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

4. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project. These design criteria includes but is not limited to the following: the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the Construction Project Guidelines (Locally Let, State Funded Projects), and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design**. The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Required Construction Contract Provisions**. The City will obtain the mandatory Required Contract Provisions from KDOT’s Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.

9. **Performance Bond**. The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

10. **Plan Retention**. The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project’s completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

11. **General Indemnification**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Acts as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or

claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

12. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

13. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

14. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by City. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as

defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 et seq.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on Right of Way. ~~Intentionally deleted.~~

15. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

16. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

17. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or

adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

18. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local government standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

19. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the documents identified in Article III, paragraph 4 above.

(a) By City Personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA, and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. Corrective Work. Representatives of the Secretary may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.

21. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8 2003, and any amendments thereto are incorporated by reference.

(c) **Parking Control.** The City will control parking of vehicles on the City streets throughout the length of the Project covered by this Agreement. On street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

22. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans and in accordance with the KDOT Access Management Policy, unless prior approval is obtained from the Secretary.

23. **Economic Development Determination.** The City shall quantify the impact of the Project on economic development and submit to the Secretary information detailing the number of jobs created, average salary, and other economic benefits generated due to economic development activities associated with the Project. This information shall be submitted within one year of Notice of Acceptance of the Project.

24. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the access road beyond the normal highway right

of way line and all lighting installed with the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

25. **Financial Obligation.** The City will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$1,200,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project.

26. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

27. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

28. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

29. **Cancellation by City.** If the City cancels the Project or fails to provide verification of development, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The City agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.

3. **Civil Rights Act.** The Special Attachment No. 1, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
Chris Law, Mayor

Michael S. King, Secretary of Transportation  
Kansas Department of Transportation

(SEAL)

BY: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jennifer Cunningham, Assistant City Manager  
**DATE:** May 17, 2016  
**RE:** 305 N. 5th Street

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### **ISSUE:**

The Governing Body is asked to consider and approve the purchase agreement for 305 N. 5th Street.

### **BACKGROUND:**

305 N. 5th Street is one of the properties that the Governing Body directed staff to sell at the last Commission meeting. This property is owned by the City, but was one of the three that were leased by the Garden City Recreation Commission. In order to "pay back" the City for its recent infusion of funds to the Garden City Recreation Commission, the plan of the City is to sell this property. The City received an offer to purchase the property. After negotiations, and consideration of the condition of the house, the City agreed to sell the property for \$60,000. The purchase price is less than the appraised value, but more than what the City paid for the property in 2007. The purchase agreement for the property is attached.

### **ALTERNATIVE:**

1. Sell the house.
2. Keep the property as a rental.
3. Some other alternative.

### **RECOMMENDATION:**

Staff recommends selling the house.

### **FISCAL NOTE:**

The City purchased the property for \$57,500 in 2007. The proceeds will be recorded in the Community Trust Fund to offset the 2015 expense for the Rec Commission.

### **ATTACHMENTS:**

Description	Upload Date	Type
305 N. 5th Street	5/11/2016	Backup Material
Map - 305 N. 5th Street	5/13/2016	Backup Material

## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** (Agreement), made and entered the 11<sup>th</sup> day of May, 2016, by and between CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and Meeks Real Estate, LLC, (BUYER).

WITNESSETH:

CITY agrees to sell and convey to BUYER and BUYER agrees to buy and pay for the following described real estate, including all improvements located thereon (Property), upon the following terms and conditions, to wit:

1. **PROPERTY.** The description of the Property is commonly known and numbered as 305 North Fifth Street in the City of Garden City, Finney County, State of Kansas, legally described as follows:

Lot Ten (10), Block Eleven (11), Original Plat to the City of Garden City, Finney County, Kansas.

2. **PURCHASE PRICE.** The total purchase price of Sixty Thousand Dollars (\$60,000) (Purchase Price), shall be due and paid by BUYER at closing by wire transfer, certified funds or cashier's check.

3. **CLOSING AND POSSESSION.** This Agreement shall close on or before the 15th day of June, 2016, at First American Title, 417 North Eighth Street, Garden City, Kansas. BUYER shall be entitled to possession of the Property on the date of closing. The date of closing of this transaction may be extended only by consent of both parties to this Agreement.

4. **CLOSING AGENT.** The parties hereby designate and appoint First American Title, 417 North Eighth Street, Garden City, Kansas, as Closing Agent for this Agreement.

- (a) Prior to or at closing, CITY shall execute and deposit with the Closing Agent a Kansas Warranty Deed, conveying merchantable title to and in the name of BUYER, subject only to easements, restrictions, covenants, reservations and rights-of-way of record, if any.
- (b) Upon payment in full by BUYER of the total Purchase Price and upon full performance of each and every term and condition herein required to be performed by BUYER and CITY, the Closing Agent shall and is hereby instructed to release and deliver to BUYER the Kansas Warranty Deed executed by CITY. The Closing Agent shall simultaneously transmit to CITY that portion of the Purchase Price paid by BUYER in cash, less any sums required to be withheld from the Purchase Price.
- (c) The Closing Agent shall record all instruments and deliver all closing instruments to the appropriate parties. Any instruments recorded by the Closing Agent shall be mailed or delivered to the appropriate party promptly upon return to the Closing Agent by the recording agency.
- (d) Any fees paid to the Closing Agent for preparing closing documents and closing the transaction shall be paid one-half (1/2) by CITY and one-half (1/2) by BUYER. The Closing Agent fee shall not include recording fees or mortgage registration costs, which shall be paid by the parties in the manner hereinafter set forth.
- (e) The Closing Agent shall furnish to CITY an IRS approved 1099-S information reporting form on or before January 31 of the year following Closing.

5. **TITLE EVIDENCE.** Within twenty (20) days of the execution of this Agreement, CITY shall obtain and deliver to BUYER a Title Commitment for an owner's title insurance policy in the amount of the Purchase Price, covering title to the Property, showing fee simple title vested in CITY, subject only to any mortgage encumbrances or other liens that

are to be satisfied at closing. The title commitment may also reflect mineral reservations, oil and gas leases, utility easements, setbacks, protective and restrictive covenants and rights-of-way or record which do not render the Property unsuitable for use by BUYER. (Permitted Exceptions).

- (a) The title commitment shall be conclusive evidence of CITY's title as therein shown, subject only to the Permitted Exceptions.
- (b) BUYER shall have a period of ten (10) days to examine the commitment and notify CITY in writing of BUYER's objections, if any, to the marketability of CITY's title. Any exception to title to which BUYER fails to timely object will be deemed a Permitted Exception.
- (c) If BUYER timely makes any objections to the marketability of title, CITY shall correct such defects or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions.
- (d) If CITY fails to have the exceptions removed or correct any defects, or in the alternative, to obtain the commitment of the title insurance specified above as to such exceptions or defects, BUYER may elect to terminate this Agreement.

6. **FIXTURES CONVEYED WITH PROPERTY.** The parties agree that all fixtures shall be conveyed to BUYER.

7. **PROPERTY TAXES AND ASSESSMENTS.** All property taxes due for years prior to the year of closing shall be paid by CITY. The property taxes due for the year of closing shall be prorated to the date of closing, based upon the taxes due for the year prior to closing. The Property is not subject to special assessments.

8. **TRANSACTION COSTS.** The transaction costs associated with this transaction shall be paid as follows:

(a) CITY shall pay for:

- i. any legal fees incurred by CITY in connection with this transaction;
- ii. any legal fees and expenses required to provide marketable title;
- iii. the cost of the owner's title insurance policy; and
- iv. one-half (1/2) of all fees charged by the Closing Agent.

(b) BUYER shall pay for:

- i. any legal fees incurred by BUYER in connection with this transaction;
- ii. the cost of recording the Kansas Warranty Deed; and
- iii. one-half (1/2) of all fees charged by the Closing Agent.

9. **DEFAULT.** If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF CITY IS IN DEFAULT

- i. BUYER may elect to treat this Agreement as terminated; or

- ii. BUYER may elect to treat this Agreement as being in full force and effect and BUYER shall have the right to an action for specific performance.

(b) IF BUYER IS IN DEFAULT

- i. CITY may elect to treat this Agreement as terminated; or
- ii. CITY may elect to treat this Agreement as being in full force and effect and CITY shall have the right to an action for specific performance.

10. **EXAMINATION OF PROPERTY/WARRANTIES.** BUYER has carefully examined the Property and warrants that the purchase was negotiated after consideration of any and all possible defects in the Property and takes the Property in an **AS IS** condition. **BOTH BUYER AND CITY ACKNOWLEDGE AND AGREE THAT THERE HAVE NOT BEEN ANY OTHER EXPRESS OR IMPLIED WARRANTIES MADE WITH RESPECT TO THE PROPERTY TO BE CONVEYED TO BUYER HEREUNDER.**

11. **MECHANICAL INSPECTIONS.** Prior to closing, BUYER may obtain, at BUYER's expense, an inspection of the mechanical equipment and systems servicing the Property.

12. **TERMITE INSPECTION.** BUYER may obtain, at BUYER's expense, a current report by a licensed exterminating company reflecting that the Property is free and clear of visible evidence of termite infestation and visible evidence of termite damage.

13. **STRUCTURAL INSPECTIONS.** BUYER may conduct, at BUYER's expense, inspections of all structural aspects of the Property by qualified professionals to determine the existence of any structural defects.

14. **ENVIRONMENTAL OR HEALTH INSPECTIONS.** BUYER may conduct, at BUYER's expense, inspections to determine the presence of any environmental or health hazards affecting the Property.

EVERY BUYER OF RESIDENTIAL REAL PROPERTY IS NOTIFIED THAT THE PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS CONCENTRATIONS OF INDOOR RADON GAS THAT MAY PLACE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS-A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NON-SMOKERS AND THE SECOND LEADING CAUSE OVERALL. KANSAS LAW REQUIRES CITY TO DISCLOSE ANY INFORMATION KNOWN TO THE CITY THAT SHOWS ELEVATED CONCENTRATIONS OF RADON GAS IN RESIDENTIAL REAL PROPERTY. THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT RECOMMENDS ALL HOME-BUYERS HAVE AN INDOOR RADON TEST PERFORMED PRIOR TO PURCHASING OR TAKING OCCUPANCY OF RESIDENTIAL REAL PROPERTY. ALL TESTING FOR RADON SHOULD BE CONDUCTED BY A RADON MEASUREMENT TECHNICIAN. ELEVATED RADON CONCENTRATIONS CAN BE EASILY REDUCED BY A RADON MITIGATION TECHNICIAN. FOR ADDITIONAL INFORMATION GO TO [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

15. **REGISTERED SEX OFFENDER LIST.** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If BUYER desires information regarding those registrants, it may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.

16. **LEAD-BASED PAINT.** CITY has no reports or records pertaining to lead-based paint or lead-based paint hazards with respect to the Property. Furthermore, BUYER acknowledges the following:

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYERS WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

17. **DESTRUCTION OF PROPERTY.**

- (a) In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount greater than ten percent (10%) of the total purchase price, this Agreement may be terminated at the option of BUYER. BUYER may elect to carry out this Agreement despite such damage. In such event, BUYER shall be entitled to credit for the insurance proceeds resulting from damage to the Property (plus the deductible), not exceeding, however, the total purchase price. CITY agrees to maintain casualty insurance on the Property until closing.
- (b) In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount less than ten percent (10%) of the total purchase price, CITY shall repair any such loss or damage so as to restore the Property to as good a condition as they were at the date of this Agreement, and shall be given a reasonable time to make such repairs in order to close this Agreement. In such event, the proceeds of any insurance on the destroyed or damaged Property shall belong to CITY.
- (c) CITY shall insure the Property against casualty, damage and loss prior to date of closing.

18. **INTERIM MAINTENANCE.** Until BUYER takes possession, CITY agrees to maintain the Property, to include but not limited to, heating, sewer, plumbing and electrical systems, in proper working order, and keep the roof watertight. CITY agrees to convey the Property in a like or better condition than it is now, reasonable wear and tear excepted.

19. **LEASE.** The Property is currently subject to a month to month lease and the Property is occupied by a tenant. CITY shall terminate the lease, if requested by BUYER, or BUYER may purchase the Property subject to the lease.

20. **GENERAL COVENANTS.** The parties further agree as follows:

- (a) Notices shall be in writing and shall be deemed to be given if delivered personally, sent via email, telefax, sent via next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

- i. If to CITY:
  - Matthew C. Allen, City Manager
  - 301 North Eighth Street
  - P. O. Box 998
  - Garden City, Kansas 67846
  - Facsimile: 620.276.1169
  - Email: Matt.Allen@gardencityks.us

and  
Randall D. Grisell  
DOERING & GRISELL, P.A.  
124 Grant Avenue  
Garden City, Kansas 67846  
Facsimile: 620.275.5076  
Email: randyg@gcnet.com

ii. If to BUYER:  
Meeks Real Estate, LLC  
c/o Cody Meeks  
3429 Cranston Circle  
Highlands Ranch, Colorado 80126  
Email: codymeeks@live.com

Either party may change the name or addresses to which notices shall be sent by notifying the other party of such change, in writing.

- (b) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and permitted assigns of the parties hereto.
- (c) BUYER shall not have any right to assign any or all of the rights and/or obligations herein without the prior written consent of CITY, which consent shall not be unreasonably withheld.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (f) One or more waivers of any breach of a covenant or requirement herein by CITY shall not be deemed a further waiver of the same.
- (g) This Agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.
- (h) All representations, agreements, warranties, and covenants made by CITY and BUYER under this Agreement shall survive the closing of this transaction.
- (i) There are no oral or otherwise non-written representations which have been made by the parties concerning the Property or this transaction.

**IN WITNESS WHEREOF**, the undersigned CITY and BUYER have executed this Agreement on the dates set forth below.

City of Garden City, Kansas

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Chris Law, Mayor

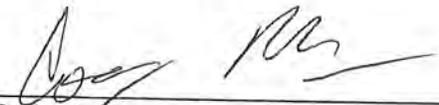
"CITY"

ATTEST:

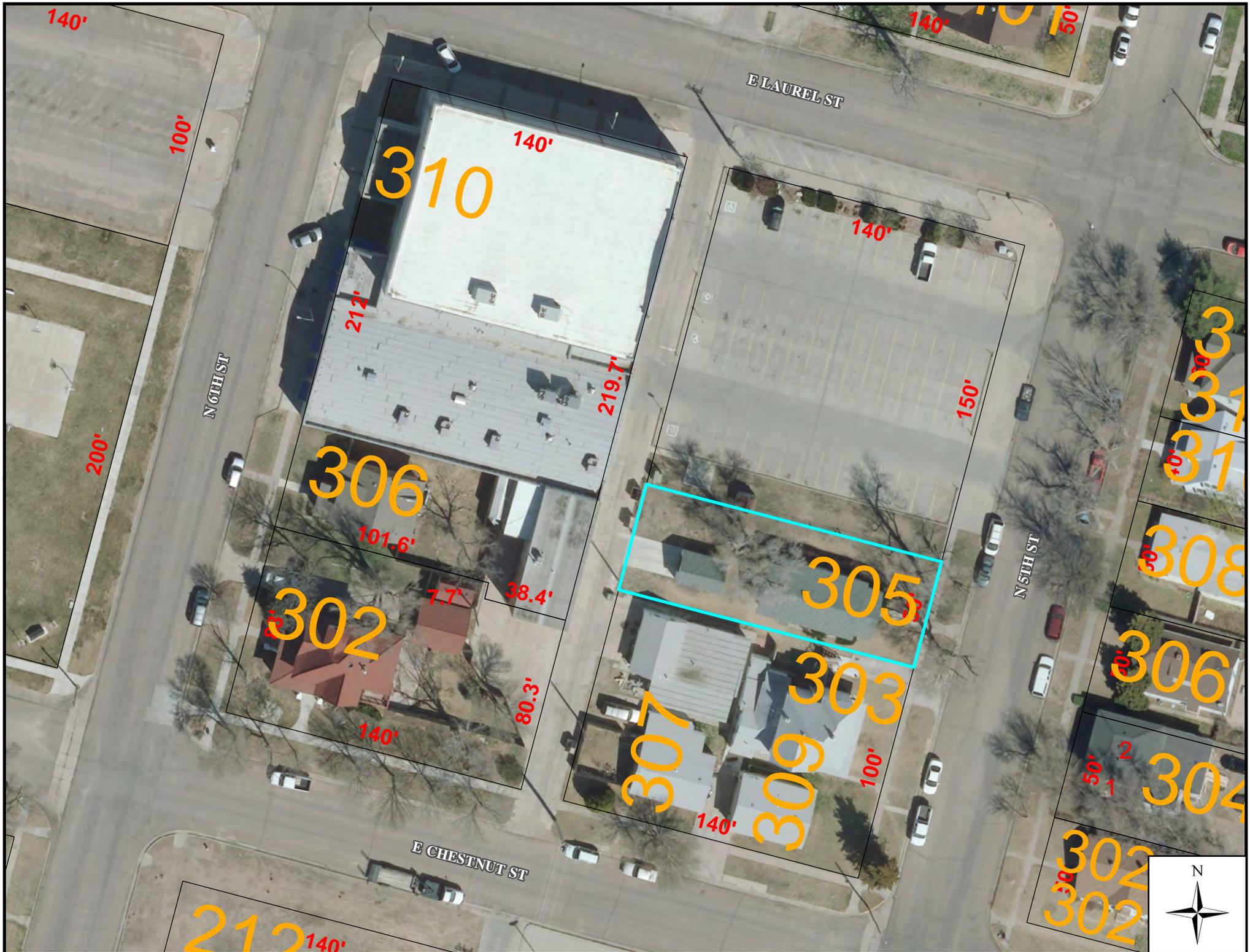
\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

Meeks Real Estate, LLC

5-11-2016  
DATE

By   
Cody Meeks

"BUYER"



140'

100'

140'

50'

E LAUREL ST

310

140'

212'

219.7'

140'

150'

N 6TH ST

200'

306

101.6'

7.7'

38.4'

302

80.3'

140'



305

N 5TH ST

313  
311  
310

308

306

304

307

303

309

100'

140'

E CHESTNUT ST

212  
140'

302  
302



# New Business



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** Regional Detention Pond - Foltz Land Acquisition

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### **ISSUE:**

The Governing Body is asked to consider and approve a Real Estate Purchase Agreement for the purchase of property located on E. Schulman Avenue, east of Jennie Barker Road to create a regional detention pond for stormwater control of the northeast portion of Garden City.

### **BACKGROUND:**

Due to the need to resolve and plan for adequate stormwater in the northeast part of Garden City, staff has reviewed potential locations for a regional detention facility and the City Attorney has negotiated the purchase of property located on E. Schulman Avenue, east of Jennie Barker Road (map attached). With the development of a regional detention facility, staff will further develop a stormwater master plan which will help offset the cost associated with operation and maintenance of this facility.

### **ALTERNATIVE:**

1. The Governing Body may approve the Real Estate Purchase Agreement.
2. The Governing Body may defer action to a later date.

### **RECOMMENDATION:**

Staff recommends approval of the contract and authorization to close on the property.

### **FISCAL NOTE:**

The cost to acquire the property will be funded from fund 79 - Storm Drainage. The total purchase price to be paid by the City shall be one hundred thirty seven thousand five hundred dollars (\$137,500). A portion of the purchase price and future operation and maintenance of the detention pond will be covered by fees associated with developing a Master Stormwater Plan.

### **ATTACHMENTS:**

Description	Upload Date	Type
Map of Foltz Property	5/11/2016	Backup Material
Real Estate Purchase Agreement	5/11/2016	Backup Material

# Foltz Property



## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** (Agreement), made and entered \_\_\_\_ day of May, 2016, by and between, JACOB M. FOLTZ and ASHLEY M. FOLTZ (SELLER), and CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY).

WITNESSETH:

SELLER agrees to sell and convey to CITY and CITY agrees to buy and pay for the following described real estate, including all improvements located thereon (Property), upon the following terms and conditions, to wit:

1. **PROPERTY.** The description of the Property is legally described as follows:

A tract of land located in the Southwest Quarter (SW/4) of Section Ten (10), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M., Finney County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter (SW/4) of Section Ten (10); thence North 88°10'13" West along the South line of the Southwest Quarter (SW/4) of said Section Ten (10) a distance of 1,125.19 feet; thence North 01°32'57" East a distance of 339.78 feet; thence North 88°06'38" West a distance of 195.44 feet to a point on the East line of Block One (1), T-Bone Stakes Addition; thence North 00°35'34" East along the East line of said Block One (1), T-Bone Stakes Addition a distance of 300.23 feet; thence South 88°09'49" East a distance of 1,324.90 feet to a point on the East line of said Southwest Quarter (SW/4); thence South 01°28'58" West along said East line a distance of 640.00 feet to the point of beginning.

2. **PURCHASE PRICE.** The total purchase price of One Hundred Thirty-seven Thousand Dollars (\$137,500) (Purchase Price) shall be due and paid at closing.

3. **INTEREST OF SELLER.** At the time of execution of this Agreement by the parties, the Property is titled in the name of Foltz Excavating Inc. (Corporation). The sole stockholder and officer of the Corporation, Michael D. Foltz, is deceased. Jacob M. Foltz and Ashley M. Foltz (Heirs), the son and daughter of Michael D. Foltz, are his sole Heirs. Michael D. Foltz was divorced at the time of his death. The Corporation, according to the records of the Kansas Secretary of State, has been forfeited since July 15, 2008, for failure to timely file an annual report. To the best of CITY's knowledge and belief, no proceedings have been initiated to convey any interest from Michael D. Foltz to the Heirs.

4. **COOPERATION OF SELLER.** SELLER acknowledges and agrees as follows:

- (a) SELLER agrees to cooperate with CITY and with counsel retained by CITY on behalf of SELLER, to reinstate the Corporation and to convey all right, title and interest in and to the Corporation to SELLER so that SELLER can eventually convey marketable title to the Property to CITY.
- (b) SELLER understands that counsel retained for SELLER more than likely will need to initiate a determination of descent proceeding to be able to convey interest in the Corporation to SELLER so that SELLER will be able to convey marketable title to CITY. SELLER agrees to cooperate with the attorney so retained, and to do whatever is necessary to facilitate the resolution of all current impediments to conveyance of marketable title to CITY.
- (c) The parties understand and acknowledge that the time period required to accomplish resolution of the issues related to the Corporation and the determination of descent is unknown at the present time.

- (d) SELLER also agrees to the release of any and all information by the retained attorney to CITY and by execution of this Agreement, waives any attorney-client privilege so that CITY has a full and complete understanding of the progress of any efforts of the retained attorney to address the Corporation and determination of descent issues.
- (e) If SELLER is unable to remedy the Corporation and/or determination of descent issues to the satisfaction of CITY, so that marketable title can be conveyed to CITY, CITY, at its sole and exclusive option, may elect to terminate this Agreement.

5. **POSSESSION AND USE OF PROPERTY PRIOR TO CLOSING.** As indicated in Paragraph 4, the parties cannot determine at the present time how long it will take to address all of the title issues so that this Agreement may close. CITY intends to utilize the Property for a stormwater drainage pond. CITY, upon execution of this Agreement, will initiate a public improvement project to facilitate stormwater drainage from retail and residential developments in the eastern part of CITY to the Property. Should the stormwater drainage public improvement project be completed prior to closing of this Agreement, SELLER agrees as follows:

- (a) CITY may have possession of the Property upon execution of this Agreement, to initiate work on the stormwater drainage public improvement project.
- (b) CITY may begin draining stormwater onto the Property.
- (c) SELLER agrees to approve any stormwater drainage easement requested by CITY.
- (d) CITY agrees to indemnify SELLER for any and all liability for injury or death to persons occurring on the Property during the time CITY possesses and utilizes the Property prior to closing.
- (e) For each month CITY possesses the Property prior to closing, CITY shall pay SELLER the amount of One Thousand Dollars (\$1,000). The payment will terminate at the end of the month during which the closing occurs. Possession of the Property shall begin when CITY initiates work on the Property to materially improve it for the stormwater drainage public improvement project. Initial and preliminary work on the Property, such as inspecting, surveying, or conducting environmental testing shall not constitute possession requiring the payment set forth in this Subparagraph.

6. **SELLER'S PARTICIPATION IN STORMWATER DRAINAGE PUBLIC IMPROVEMENT PROJECT.** CITY acknowledges that Jacob M. Foltz owns and operates Excavating Unlimited, Inc. Jacob M. Foltz has expressed an interest in participating in the stormwater drainage public improvement project. CITY agrees that if it can lawfully contract with Jacob M. Foltz, considering the stormwater drainage public improvement project will require public bids, CITY would agree to allow Jacob M. Foltz to participate in the stormwater drainage public improvement project, as it would any other contractor. Prior to Jacob M. Foltz's participation in the project, CITY would have to be satisfied that the fee to be paid by CITY to Jacob M. Foltz is reasonable and the interest of the public for a fair and competitive price, is protected. It is understood that CITY cannot guarantee participation in the stormwater drainage public improvement project by Jacob M. Foltz.

7. **CLOSING AND POSSESSION.** This Agreement shall close within thirty (30) days of the date SELLER can convey marketable title to CITY. CITY shall be entitled to possession of the Property on the date of closing, or earlier as described in Paragraph 5. The date of closing of this transaction may be extended only by consent of both parties to this Agreement.

8. **CLOSING AGENT.** The parties hereby designate and appoint First American Title, 417 North Eighth Street, Garden City, Kansas, as Closing Agent for this Agreement.

- (a) After title to the Property is vested in SELLER, SELLER, together with any spouses of SELLER, shall execute and deposit with the Closing Agent a Warranty Deed, conveying merchantable title to and in the name of CITY, subject only to easements, restrictions, covenants, reservations and rights-of-way of record, if any.
- (b) In the event the Property is subject to any mortgage encumbrances which are to be paid at closing, SELLER shall cause each lender to submit a written pay-off statement to the Closing Agent not less than three (3) days prior to closing. The pay-off statement shall set forth the total amount to be paid as of the closing date, together with a per diem interest rate accrual amount.
- (c) Upon payment in full by CITY of the total Purchase Price and upon full performance of each and every term and condition herein required to be performed by CITY and SELLER, the Closing Agent shall and is hereby instructed to release and deliver to CITY the Warranty Deed executed by SELLER. The Closing Agent shall simultaneously transmit to SELLER that portion of the Purchase Price paid by CITY in cash, less any sums required to be withheld from the Purchase Price.
- (d) The Closing Agent shall record all instruments and deliver all closing instruments to the appropriate parties. Any instruments recorded by the Closing Agent shall be mailed or delivered to the appropriate party promptly upon return to the Closing Agent by the recording agency.
- (e) Any fees paid to the Closing Agent for preparing closing documents and closing the transaction shall be paid by CITY. The Closing Agent fee shall not include recording fees or mortgage registration costs, which shall be paid by CITY.
- (f) The Closing Agent shall furnish to SELLER an IRS approved 1099-S information reporting form on or before January 31 of the year following Closing.

9. **REPRESENTATIONS AND WARRANTIES BY SELLER.** SELLER represents and warrants to CITY:

- (a) SELLER has not disposed of any Hazardous Material at, on, or under the Property or created an Environmental Condition at, on, or under the Property. "Hazardous Material" means, without limitation, any chemical, material, or substance presently listed, defined, designated, classified or otherwise determined to be a "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "pollutant," "contaminant," "toxic chemical," "hazardous chemical," "pesticide," or related material in any Environmental Law, including, without limitation, chloride, asbestos, asbestos-containing materials, PCBs, PCB-containing equipment, petroleum, and petroleum-derived substances or wastes. "Environmental Condition" means any condition or status of the Property that requires or may require investigation, monitoring, removal, remediation, modification, or other environmental compliance actions under applicable Environmental Laws, including but not limited to the presence, release, or disposal of any Hazardous Material at, on, or under the Property as of Closing.
- (b) SELLER complied with any and all applicable Environmental Laws. "Environmental Laws" means all federal, state, and local laws or regulations relating to the environment (including, but not limited to, surface water, groundwater, drinking water, soil, sediments, surface or subsurface strata, media, or air), pollution control, environmental investigations, environmental remediation, product registration, Hazardous Materials, hazardous substances, toxic substances, wastes, and environmental health and safety statutes or regulations including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (Clean Water Act), the Clean Air Act, the

Power Plant and Industrial Fuel Use Act of 1978, the National Environmental Policy Act, or other anti-pollution, waste control and disposal, and environmental "clean-up" provisions of any such Laws and including each of their state or local counterparts.

- (c) SELLER has not received oral or written notice of, nor do they have any reason to believe that there are any existing, pending, or threatened citations, claims, complaints, or violations, nor is there any basis for any claim, action, or proceeding because of a material violation of any Environmental Law; any Environmental Condition; or the presence of any Hazardous Material at, on, or under the Property.
- (d) The warranties and representations set forth above will be true, complete, and correct in all material respects as of and at Closing.

10. **CITY'S DUE DILIGENCE.**

- (a) SELLER authorizes CITY to enter onto the Property to conduct its investigations, inspections, and surveys, and authorizes CITY, or its designated contractor, to conduct environmental testing on the Property without further approval from SELLER.
- (b) If any inspections or testing disclose, in CITY's sole opinion, any material issues or concerns regarding the Property, that CITY believes cannot be reasonably remedied, the CITY will have the right to terminate this Agreement by delivering to SELLER, written notice of termination.

11. **TITLE EVIDENCE.** When it is possible to do so, SELLER shall obtain and deliver to CITY a Title Commitment for an owner's title insurance policy in the amount of the Purchase Price, covering title to the Property, showing fee simple title vested in SELLER, subject only to any mortgage encumbrances or other liens that are to be satisfied at closing. The title commitment may also reflect mineral reservations, oil and gas leases, utility easements, setbacks protective and restrictive covenants and rights-of-way or record which do not render the Property unsuitable for use by CITY. (Permitted Exceptions).

- (a) The title commitment shall be conclusive evidence of SELLER's title as therein shown, subject only to the Permitted Exceptions.
- (b) CITY shall have a period of twenty (20) days to examine the commitment and notify SELLER in writing of CITY's objections, if any, to the marketability of SELLER's title. Any exception to title to which CITY fails to timely object will be deemed a Permitted Exception.
- (c) If CITY timely makes any objections to the marketability of title, SELLER shall correct such defects or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions.
- (d) If SELLER fails to have the exceptions removed or correct any defects, or in the alternative, to obtain the commitment of the title insurance specified above as to such exceptions or defects, CITY may elect to terminate this Agreement.

12. **PROPERTY TAXES AND ASSESSMENTS.** All property taxes due for years prior to the year of closing shall be paid by SELLER. The property taxes due for the year of closing shall be prorated to the date of closing, based upon the taxes due for the year prior to closing. The Property is not subject to special assessments.

13. **TRANSACTION COSTS.** The transaction costs associated with this transaction shall be paid as follows:

(a) SELLER shall pay for:

- i. any legal fees incurred by SELLER in connection with this transaction, other than those referred to in Paragraph 4;

(b) CITY shall pay for:

- i. any legal fees incurred by CITY in connection with this transaction;
- ii. the cost of recording the Warranty Deed;
- iii. all fees charged by the Closing Agent; and
- iv. the cost of the owner's title insurance policy.

14. **DEFAULT.** If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF SELLER IS IN DEFAULT

- i. CITY may elect to treat this Agreement as terminated; or
- ii. CITY may elect to treat this Agreement as being in full force and effect and CITY shall have the right to an action for specific performance.

(b) IF CITY IS IN DEFAULT

- i. SELLER may elect to treat this Agreement as terminated; or
- ii. SELLER may elect to treat this Agreement as being in full force and effect and SELLER shall have the right to an action for specific performance.

15. **NON-APPROPRIATION OF FUNDS.** In the event sufficient funds shall not be budgeted and appropriated by CITY for payments required to be paid under this Agreement, CITY may terminate this Agreement the fiscal year in which funds were last budgeted and appropriated for payments, and CITY shall have no further rights or obligations under this Agreement. CITY shall notify SELLER at least One Hundred Eighty (180) days prior to the expiration of the fiscal year then in effect, if funds are not going to be available during the ensuing term for the payments required by this Agreement by reason of non-appropriation of funds. Failure of CITY to appropriate funds for continuation of this Agreement shall not constitute an element of default under this Agreement.

16. **GENERAL COVENANTS.** The parties further agree as follows:

- (a) Notices shall be in writing and shall be deemed to be given if delivered personally, sent via email, telefax, next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

i. If to CITY: Matthew C. Allen, City Manager  
P. O. Box 998  
301 North Eighth  
Garden City, Kansas 67846  
Facsimile: 620.276.1169  
Email: matt.allen@gardencityks.us

and

Randall D. Grisell, City Attorney  
Doering & Grisell, P.A.  
124 Grant Avenue  
Garden City, Kansas 67846  
Facsimile: 620.275.5076  
Email: randyg@gcnet.com

ii. If to SELLER: Jacob M. Foltz  
1902 Windy View Drive  
Garden City, Kansas 67846-8489  
Email: jakfoltz@yahoo.com

Either party may change the name or addresses to which notices shall be sent by notifying the other party of such change, in writing.

- (b) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and permitted assigns of the parties hereto.
- (c) CITY shall not have any right to assign any or all of the rights and/or obligations herein without the prior written consent of SELLER, which consent shall not be unreasonably withheld.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (f) One or more waivers of any breach of a covenant or requirement herein by SELLER shall not be deemed a further waiver of the same.
- (g) This Agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.
- (h) All representations, agreements, warranties, and covenants made by SELLER and CITY under this Agreement shall survive the closing of this transaction.
- (i) There are no oral or otherwise non-written representations which have been made by the parties concerning the Property or this transaction.

**IN WITNESS WHEREOF**, the undersigned SELLER and CITY have executed this Agreement on the dates set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacob M. Foltz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ashley M. Foltz

**"SELLER"**

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Chris Law, Mayor

**"CITY"**

ATTEST:

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



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Allen Shelton, Fire Chief  
**DATE:** May 17, 2016  
**RE:** Waiver of Ordinance 62-12 Discharge of Fireworks

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### **ISSUE:**

The Governing Body is asked to consider waiving City ordinance 62-12; to allow for the discharge of consumer fireworks within the City limits of Garden City, specific to the sale of fireworks in the state of Kansas per K.A.R.22-6-5

### **BACKGROUND:**

The discharge of consumer fireworks within the city limits of Garden City has been a long standing option for its citizens during the July 4th season, specifically corresponding within several days of the permitted sale dates. The sell of fireworks in Finney County historically has been from June 27th through July 5th. The discharge of fireworks in the city for 2013 and 2014 were from July 3rd through July 5th. In 2015 the discharge dates coincided with that of the sale of the fireworks in the county June 27th through July 5th.

The history of firework related fires between June 27th to July 5th city/county for 2013 through 2015:

- 2013 - 7
- 2014 - 0
- 2015 - 12

Garden City Fire Department and Garden City Police Department distributed educational flyers to citizens on discharge dates in 2015. Flyers highlighted legal times for discharge and fireworks safety.

### **ALTERNATIVE:**

1. Waiver of specific section of cities code of ordinance 62-12 to allow for discharge of consumer fireworks within the city limits of Garden City during the days of June 27th to July 5th, 2016 from:30 a.m. to 10:30 p.m.
2. Waiver of specific section of cities code of ordinance 62-12 to allow for discharge of consumer fireworks within the city limits of Garden City during the days of July 3rd to July 5th, 2016 from

10:30 a.m. to 10:30 p.m.

3. No waiver of cities code of ordinance 62-12 to allow for the discharge of fireworks within the city limits of Garden City.

**RECOMMENDATION:**

Staff recommendation is to allow the discharge of consumer fireworks within the cities limits of Garden City, Kansas from the dates of June 27th through July 5th, 2016 within the hours of 10:30 a.m. to 10:30 p.m. to coincide with the sale of consumer fireworks in the State of Kansas and Finney County.

Recommendation is based on the previous years of firework related calls for the Garden City Fire Department.

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
Kansas Administrative Regulations 22-6	5/11/2016	Backup Material

**22-6-1. Definitions; exclusions.** (a)(1) “Fireworks” shall have the meaning specified in national fire protection association standard no. 1123, which is adopted by reference in K.A.R. 22-6-20.

(A) “Consumer fireworks” shall have the meaning specified in national fire protection association standard no. 1123, which is adopted by reference in K.A.R. 22-6-20.

(B) “Display fireworks” shall have the meaning specified in national fire protection association standard no. 1123, which is adopted by reference in K.A.R. 22-6-20.

(C) “Pyrotechnic article” shall have the meaning specified in national fire protection association standard no. 1124, which is adopted by reference in K.A.R. 22-6-20.

(2) “Novelties” shall have the meaning specified in the American pyrotechnic association standard no. 87-1, which is adopted by reference in K.A.R. 22-6-20.

(3) “Responsible person” means an individual who has the power to direct the management and policies of the applicant pertaining to explosive materials.

(b) Nothing in these regulations shall apply to the following:

(1) Toy smoke devices as defined in the American pyrotechnic association standard no. 87-1, section 3.2.3;

(2) toy paper caps as defined in the American pyrotechnic association standard no. 87-1, section 3.3;

(3) the manufacture, storage, sale, or use of signals necessary for the safe operation of railroads or other classes of public or private transportation;

(4) the military or naval forces of the United States or of this state, or to peace officers; and

(5) the sale or use of blank cartridges for ceremonial or theatrical or athletic events.

(Authorized by and implementing K.S.A. 2007 Supp. 31-133; effective Jan. 1, 1973; amended December 29, 2008)

**22-6-5. Sale; days permitted.** A seasonal retailer shall not sell fireworks, except during the fireworks season. The fireworks season shall be the period beginning on June 27 and ending on July 5 of each calendar year. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-502; effective Jan. 1, 1973; amended May 1, 1985; amended May 1, 1986; amended December 29, 2008)

**22-6-9. Discharge of fireworks.** (a) A person shall not ignite or discharge fireworks into, under, or from a car or vehicle, whether moving or standing still; or on a public roadway or the right-of-way adjoining a public roadway.

(b) Fireworks shall not be discharged within 100 feet of any “place of institution,” as defined by national fire protection association standard no. 101, which is adopted by reference in K.A.R. 22-1-3, or any retail fireworks stand or facility where fireworks are stored. (Authorized by and implementing K.S.A. 2007 Supp. 31-133; effective Jan. 1, 1973; amended May 1, 1986; amended December 29, 2008)

**22-6-12. Illegal fireworks.** Fireworks not permitted by K.S.A. 31-155, and amendments thereto, shall be illegal to be sold, possessed, manufactured, or transported. Any person in violation of this regulation may be subject to additional penalties, including criminal prosecution. (Authorized by and implementing K.S.A. 2007 Supp. 31-133; effective Jan. 1, 1973; amended May 1, 1986; amended December 29, 2008)

**22-6-16. Registration of bottle rocket manufacturers and wholesalers.** (a)

Any manufacturer or wholesaler of bottle rockets who desires to store, handle, possess, or transport bottle rockets in this state for any use outside this state shall register annually with the office of the state fire marshal.

(b) Any person desiring to store, handle, possess, or transport bottle rockets in this state shall complete a registration application furnished by the office of the state fire marshal. This application shall be completed and received by the state fire marshal's office before May 31 of each year. Each registration shall be valid for one year from June 1 to May 31 of the following year. The application shall contain name of applicant, name of business, address of business, description of business activity, destination and disposition of the bottle rockets, and any other information deemed necessary by the state fire marshal. (Authorized by and implementing K.S.A. 31-133, 31-155, 31-156; effective May 1, 1982; amended May 1, 1983.)

**22-6-18. Records.** (a) Each licensee with a permit to store display fireworks shall keep an accurate inventory of all firework materials on hand. (b) Each operator of a temporary retail stand shall maintain a list of what consumer firework items are on the premises, indicating the Kansas licensed distributor from whom those items were purchased. This list shall be provided to law enforcement, the fire department, or the local authority, upon request. (Authorized by K.S.A. 2007 Supp. 31-133 and 31-506; implementing K.S.A. 2007 Supp. 31-133 and 31-505; amended December 29, 2008)

**22-6-19. Purchase of display fireworks in another state.** (a) Any person who holds a valid Kansas display operator license pursuant to K.A.R. 22-6-24 may purchase display fireworks from a federally licensed dealer located in a state other than Kansas and may have display fireworks purchased in that state transported to a permitted firework storage site in Kansas.

(b) A person who holds a Kansas display operator license shall not transport display fireworks across a state line in that person's own transport vehicle unless that person also holds a valid permit issued by the bureau of alcohol, tobacco, firearms, and explosives authorizing this activity. (Authorized by and implementing K.S.A. 2007 Supp. 31-133; effective December 29, 2008)

**22-6-20. Adoptions by reference.** (a) The following national fire protection association standards, including annexes, are hereby adopted by reference:

(1) No. 160, "standard for the use of flame effects before an audience," 2006 edition, except for section 2-3.2;

(2) no. 1123, "code for fireworks display," 2006 edition, except for section 2-3.3;

(3) no. 1124, "code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles," 2006 edition, with the following deletions and substitutions:

(A) In section 5-1.1.2 (1), the words "that are not bullet sensitive" shall be deleted;

(B) in section 6-2.7.1, the words "using an approved test sampling plan" shall be deleted and replaced by the following: "or a CPSC-approved test sampling plan shall be used";

(C) sections 2-3.5, 6-5.2.3, 6-5.2.4, 6-14.4, 7-3.19.4, and 7-4.6.3 shall be deleted;

(D) in section 7-3.14.1.1, the text “three or as determined in accordance with NFPA 101, Life Safety Code, whichever number is greater” shall be deleted and replaced by the following: “two, or as determined in accordance with national fire protection association standard no. 101, which is adopted by reference in K.A.R. 22-1-3, whichever number is greater”; and

(E) in section 7-3.15.6, the words “horizontally ejected” shall be inserted before “pyrotechnic components”; and

(4) no. 1126, “standard for the use of pyrotechnics before a proximate audience,” 2006 edition, except for section 2-3.2.

(b) Chapter three in American pyrotechnics association standard 87-1, “standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics,” 2001 edition, is hereby adopted by reference, except for the following:

(1) Section 3.8;

(2) section 3.9; and

(3) section 3.10. (Authorized by and implementing K.S.A. 2007 Supp. 31-133 and K.S.A. 2007 Supp. 31-506; effective December 29, 2008)

**22-6-21. Manufacturing license.** (a) Except for any hobbyist manufacturer, each person engaged in the manufacture of fireworks in the state of Kansas shall obtain a license from the office of the state fire marshal.

(b) Each applicant shall indicate which of the following classes the applicant is requesting a license for on the application:

(1) Manufacture of consumer fireworks;

(2) manufacture of display fireworks;

(3) manufacture of pyrotechnic articles; or

(4) unlimited manufacture.

(c) Each applicant shall meet the following requirements:

(1) Provide a list of the name of each individual, owner, partner, and other responsible person in the applicant’s business; and

(2) pay a nonrefundable fee of \$400.

(d) Each manufacturing license shall be valid for one year from the date of issuance.

(e) Each licensee shall keep the original license posted on the manufacturing site at all times while engaging in manufacturing operations. A copy of the license shall not be accepted as valid proof of licensure if the licensee is questioned by law enforcement, the fire department, or the local authority.

(f) Each licensee shall comply with national fire protection standard no. 1124, which is adopted by reference in K.A.R. 22-6-20, and all local, state, and federal regulations, statutes, and laws. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-503; effective December 29, 2008)

**22-6-22. Hobbyist manufacturer license.** (a) Each person engaged in the manufacture of consumer fireworks, display fireworks, or pyrotechnic articles for that individual’s personal use shall obtain a license from the office of the state fire marshal.

(b) Each applicant shall meet the following requirements:

(1) Obtain a valid display operator license pursuant to K.A.R. 22-6-24; and

(2) pay a nonrefundable fee of \$50.

(c) Each licensee shall keep the original license posted on the manufacturing site at all times while engaging in manufacturing operations. A copy of the license shall not be accepted as valid proof of licensure if the licensee is questioned by law enforcement, the fire department, or the local authority.

(d) The hobbyist manufacturer license shall be valid for four years from the date of issuance.

(e) The licensee shall comply with national fire protection association standard no. 1124, which is adopted by reference in K.A.R. 22-6-20, and all local, state, and federal regulations, statutes, and laws. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-503; effective December 29, 2008)

**22-6-23. Distributor license.** (a) Each person engaged in the distribution of fireworks shall obtain a license from the Kansas state fire marshal's office.

(b) Each applicant shall indicate which of the following classes the applicant is requesting a license for on the application:

- (1) Distributor of consumer fireworks;
- (2) distributor of display fireworks;
- (3) distributor of pyrotechnic articles; or
- (4) unlimited distributor.

(c) Each applicant shall meet the following requirements:

- (1) Provide a list of the name of each individual, owner, partner, and other responsible person in the applicant's business; and
- (2) pay a nonrefundable fee of \$300.

(d) Each distributor license shall be valid for one year from the date of issuance.

(e) Each licensee shall keep the original license posted on the distribution site at all times while engaging in distribution operations. A copy of the license shall not be accepted as valid proof of licensure if the licensee is questioned by law enforcement, the fire department, or the local authority.

(f) A license shall not be required for any of the following:

- (1) Anyone who possesses a valid Kansas manufacturing license as specified in K.A.R. 22-6-21;
- (2) anyone who transports fireworks from one state to another state through the state of Kansas if the ultimate destination of the fireworks is not within the state of Kansas;
- (3) anyone who sells consumer fireworks during a fireworks season as a seasonal retailer;
- (4) any freight delivery company or common carrier, as defined in 49 C.F.R. 171.8 on April 15, 1976, as amended; or
- (5) any out-of-state person who sells, transports, delivers, or gives fireworks to a Kansas licensed manufacturer or distributor.

(g) Each licensee shall comply with national fire protection association standard nos. 1124 and 1126, which are adopted by reference in K.A.R. 22-6-20, and with all local, state, and federal regulations, statutes, and laws. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-503; effective December 29, 2008)

**22-6-24. Display operator license.** (a) Each person who operates an outdoor display of display fireworks, as defined in K.A.R. 22-6-1, shall obtain a license from the office of the state fire marshal.

(b) Each applicant shall meet all of the following requirements:

(1) The applicant shall provide proof of experience in the performance of at least three firework displays in the last four years.

(A) For each of the three required displays, each applicant for a new display operator license shall include documentation of participation as an assistant under a display operator who has a valid Kansas license at the time of the displays. The licensed display operator shall provide written verification of the applicant's participation in the display.

(B) For each of the three required displays, each applicant for renewal of the display operator license shall provide a signature from the local jurisdiction, organization sponsoring the display, Kansas licensed distributor who produced the display, or another Kansas licensed operator assisting with the display.

(2) The applicant shall pay a nonrefundable fee of \$40 for the initial application and the exam. For each additional exam required, the applicant shall be assessed a fee of \$10.

(3) The applicant shall complete a written examination, administered by the state fire marshal, and shall be required to achieve a passing score of at least 80 percent.

(c) The display fireworks operator license shall be valid for four years from the date of issuance.

(d) Each licensee shall keep the original license on the licensee's person at all times while performing duties as a display operator. A copy of the license shall not be accepted as valid proof of licensure if the licensee is questioned by law enforcement, the fire department, or the local authority.

(e) No fee shall be charged for a display operator license for any person who is an officer or employee of the state or any political taxing subdivision of the state if that person is acting on behalf of the state or political taxing subdivision.

(f) Each licensee shall comply with national fire protection association standard no. 1123, which is adopted by reference in K.A.R. 22-6-20, and all local, state, and federal regulations, statutes, and laws. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-503; effective December 29, 2008)

**22-6-25. Proximate pyrotechnic operator license.** (a) Each person who operates any indoor or outdoor pyrotechnic article, as defined in K.A.R. 22-6-1, shall obtain a license from the state fire marshal.

(b) Each applicant shall indicate which of the following classes the applicant is requesting a license for on the application:

(1) Indoor proximate pyrotechnic operator license;

(2) outdoor proximate pyrotechnic operator license;

(3) flame effect pyrotechnic operator license; or

(4) unlimited proximate pyrotechnic operator license.

(c) Each applicant shall meet all of the following requirements:

(1) The applicant shall provide proof of experience in the performance of at least three firework displays in the last four years.

(A) The applicant for a new license shall provide documentation of experience in the performance of at least three displays of pyrotechnic articles in the last four years. The use of at least four individual devices of pyrotechnic articles shall be used to qualify as a display.

(B) For each of the three displays required for renewal of the proximate pyrotechnic license, the applicant shall acquire a signature from the local jurisdiction, organization

sponsoring the display, Kansas licensed distributor who produced the display, or another Kansas licensed proximate pyrotechnic operator licensee assisting with the display.

(2) The applicant shall pay a nonrefundable fee of \$40 for the initial application and the exam. For each additional exam required, the applicant shall be assessed a fee of \$10.

(3) The applicant shall complete a written examination, administered by the state fire marshal, and shall be required to achieve a passing score of at least 80 percent.

(d) The proximate pyrotechnic operator license shall be valid for four years from the date of issuance.

(e) Each licensee shall keep the original license on the licensee's person at all time while performing duties as a proximate pyrotechnic operator. A copy of the license shall not be accepted as valid proof of licensure if the licensee is questioned by law enforcement, the fire department, or the local authority.

(f) No fee shall be charged for a proximate pyrotechnic operator license for any person who is an officer or employee of the state or any political taxing subdivision of the state if that person is acting on behalf of the state or political taxing subdivision.

(g) Each licensee shall comply with national fire protection association standard nos. 160 and 1126, which are adopted by reference in K.A.R. 22-6-20, and all local, state, and federal regulations, statutes, and laws. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-503; effective December 29, 2008)

**22-6-26. Fireworks storage permit.** (a) Each person who stores display fireworks shall obtain a permit from the state fire marshal. A permit shall not be required for the use of day boxes, as defined in national fire protection association standard no. 1124, which is adopted by reference in K.A.R. 22-6-20, at a display site.

(b) Each applicant shall meet the following requirements:

(1) Hold a valid Kansas license to possess fireworks. The license shall be at least one of the following:

(A) Display operator license;

(B) hobbyist manufacturer license;

(C) manufacturing license;

(D) distributor license; or

(E) proximate pyrotechnic operator license; and

(2) pay a nonrefundable fee of \$25.

(c) Each licensee shall keep the original permit at the location of the storage site. A copy shall not be accepted as a valid permit if the permit holder is questioned by law enforcement, the fire department, or the local authority.

(d) Each storage permit shall be valid for one of the following, whichever occurs first:

(1) Four years from the date of issuance;

(2) the expiration date of the license specified in paragraph (b)(1); or

(3) the date on which the storage site is vacated if the site is vacated before the expiration date of the permit. The permit holder shall notify the Kansas state fire marshal's office and the local authority having jurisdiction when the site is vacated and is no longer in use.

(e) No fee shall be charged for a fireworks storage permit for any person who is an officer or employee of the state or any political taxing subdivision of the state if that person is acting on behalf of the state or political taxing subdivision.

(f) Each licensee shall comply with all local, state, and federal regulations, statutes, and laws. (Authorized by K.S.A. 2007 Supp. 31-506; implementing K.S.A. 2007 Supp. 31-504; effective December 29, 2008)

**22-6-27. Denial, suspension or revocation of permit or license.** (a) A license or permit shall be denied issuance, suspended, or revoked by the state fire marshal if the state fire marshal finds that the applicant, licensee, or permit holder meets either of the following conditions:

(1) Has been convicted of a felony; or

(2) knowingly provided false information in conjunction with an application for a license or permit.

(b) A license or permit may be denied issuance, suspended, or revoked by the state fire marshal if the state fire marshal finds that the applicant, licensee, or permit holder meets either of the following conditions:

(1) Violated any provision of any regulation of the state fire marshal; or

(2) failed, neglected, or refused to provide direct supervision over any unlicensed person who assisted in the performance of a fireworks display. (Authorized by and implementing K.S.A. 2007 Supp. 31-133 and 31-506; effective December 29, 2008)



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** Establishment of a Collaborative City & County Land Bank

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### **ISSUE:**

The Governing Body is asked to consider and approve holding a public hearing regarding the establishment of a collaborative city and county land bank.

### **BACKGROUND:**

The City and County Governing Bodies have asked Staff to research information on establishing a collaborative city and county land bank. A land bank is an entity created by a local government to “efficiently hold, manage, and transform vacant, abandoned, and tax-foreclosed property back into productive use” (K.S.A. 12-5902). A land bank manages and disposes of distressed property for the purpose of stabilizing neighborhoods and encouraging the reuse or redevelopment of property (See attached flyer for more information).

If established, the land bank would either be a city land bank with an interlocal agreement between the city and the county, or a joint city and county land bank also with an interlocal agreement between the city and the county. For the Governing Body to review, attached are drafts of the City Ordinance establishing a city land bank with the respective Interlocal Agreement, and the City Ordinance and County Resolution establishing a joint city and county land bank with the respective Interlocal Agreement.

Staff has presented information including specifications and benefits of a land bank to the Board of Realtors and to the Home Builders Association. Staff now recommends the Governing Body consider holding a public hearing to receive comments from the general public regarding the establishment of a collaborative city and county land bank.

### **ALTERNATIVE:**

The Governing Body may:

1. Hold a public hearing, and take action at the next available meeting.
2. Not hold a public hearing, and take action at the next available meeting.
3. Take no further action in establishing a land bank.

### **RECOMMENDATION:**

Staff recommends Alternative 1.

### **FISCAL NOTE:**

A request for public hearing does not require a fiscal note.

**ATTACHMENTS:**

Description	Upload Date	Type
Land Bank Information Flyer	5/11/2016	Backup Material
City Ordinance Draft - City Land Bank Only	5/11/2016	Backup Material
Interlocal Agreement Draft- City Land Bank Only	5/11/2016	Backup Material
City Ordinance Draft - Joint Land Bank	5/11/2016	Backup Material
County Resolution Draft - Joint Land Bank	5/11/2016	Backup Material
Interlocal Agreement Draft - Joint Land Bank	5/11/2016	Backup Material

# What is a Land Bank?

January 2016



NEIGHBORHOOD &  
DEVELOPMENT  
SERVICES  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEYCOUNTY

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND

ZONING

620-276-1170

<http://www.garden-city.org/>

Finney *INC*  
County *KS*

## What is a Land Bank?

▫ A land bank is an entity created by local government to “efficiently hold, manage, and transform vacant, abandoned, and tax-foreclosed property back into productive use.” (K.S.A. 12-5902)

▫ A land bank manages and disposes of distressed property for the purpose of stabilizing neighborhoods and encouraging the reuse or redevelopment of property.

▫ It is the land bank’s responsibility to maintain the property and to evaluate current and potential uses.



Vacant property located at 623 W Olive Street.

## How does a Land Bank Work?

▫ A land bank is governed by a board of trustees that are appointed by the city’s/county’s governing body.

▫ The land bank, as an entity, can purchase and obtain properties that have been abandoned or foreclosed upon, and can maintain and facilitate the redevelopment, marketing, and/or disposal of the properties.

▫ Properties can be acquired by the land bank through donation, acquisition of tax foreclosed property, purchase, or transfer from the city/county.

▫ Any property acquired by the city, the county, another city or other taxing subdivision within the county may be transferred to the bank. (K.S.A. 12-5906)

▫ Any property held by the land bank is exempt from all ad valorem taxes while in land bank ownership.

▫ All taxes, assessments, charges, penalties and interest that may be due on a property are removed or abated through land bank ownership—except special assessments that have been levied to finance public improvements.

▫ The land bank may then transfer property back into productive use, and the property is not burdened by debt and obligations incurred prior to land bank ownership.



Vacant properties located at Heritage Place subdivision.



**NEIGHBORHOOD &  
DEVELOPMENT  
SERVICES  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEYCOUNTY**

**INSPECTIONS**

620-276-1120

**CODE COMPLIANCE**

620-276-1120

**PLANNING AND**

**ZONING**

620-276-1170

<http://www.garden-city.org/>



## What are the Benefits?

▫ Dilapidated properties cause negative implications on a neighborhood's property values. In a Pennsylvania study, researchers found that houses within 150 feet of a vacant or abandoned property experienced a net loss of \$7,627 in values, properties within 150 to 300 feet experienced a loss of \$6,819, and those within 300 to 450 feet experienced a loss of \$3,542 (see chart). Various studies have been done on the effects of vacant properties on property values and the results vary between different states and cities.

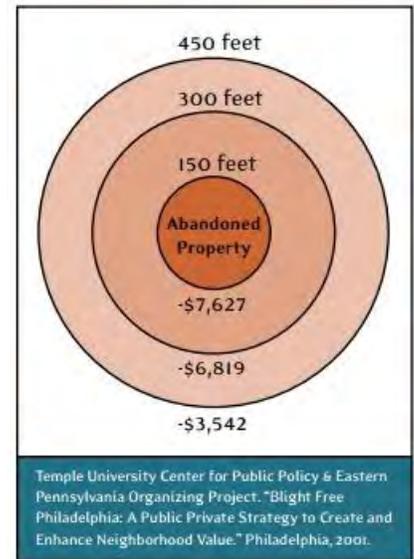
▫ A land bank prevents the same properties from appearing on the tax sale year after year.

▫ Currently, there are a number of properties owned by the County that have been gained through tax sale for resale. The County (and tax payers) are paying for the taxes on each of these properties. In 2015, the County spent approximately \$4,300 in taxes on these properties.

▫ If each of the County properties were sold and developed with an approximately \$100,000 development, the total tax revenue received annually would equal approximately \$34,300.

▫ Having the power to waive back taxes and clear titles, a land bank can facilitate transfer of ownership in a tax-delinquent property for redevelopment purposes.

▫ The land bank board of trustees is able to seek out potential developers and can set terms on how the property will be developed in order to ensure it will be put back into productive use.



*Vacant property located at 701 W Fulton Street.*



*Vacant commercial building located at 110 Stevens Avenue (front view).*



*Vacant commercial building located at 110 Stevens Avenue (rear view).*

**DRAFT**

**ORDINANCE NO. \_\_\_\_\_-2016**

AN ORDINANCE ESTABLISHING A CITY OF GARDEN CITY, KANSAS LAND BANK PURSUANT TO K.S.A. 12-5901, *ET SEQ.*; CREATING NEW ARTICLE IV IN CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS; AND NEW CODE SECTIONS 70-80, 70-81, 70-82, 70-83, 70-84 AND 70-85, 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.** New Article IV in Chapter 70 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**ARTICLE IV. LAND BANK**

**SECTION 2.** New Section 70-80 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-80. Purpose.**

The City of Garden City, Kansas Land Bank (Land Bank) is hereby established pursuant to the authority granted to cities by K.S.A. 12-5901 *et seq.* The Land Bank will be an independent, quasi-government entity with the primary responsibility and authority to efficiently acquire, manage and convey vacant, abandoned, tax-foreclosed or otherwise underutilized or distressed property into productive use. The Land Bank shall also be responsible for the acquisition of title to real property, eliminate liabilities for the real property, and provide proper disposition of the real property.

**SECTION 3.** New Section 70-81 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-81. Definitions.**

- (a) *City* means the City of Garden City, Kansas.
- (b) *County* means the County of Finney County, Kansas.
- (c) *Board* means the Board of Trustees of the Land Bank established pursuant to this Article.
- (d) *Land Bank* means the City of Garden City, Kansas Land Bank established pursuant to this Article.
- (e) *Governing Body* means the City Commission of the City.
- (f) *Municipality* means any city, county or other political or taxing subdivision which has the power to levy special assessments.

**SECTION 4.** New Section 70-82 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-82. Land Bank Board of Trustees; Appointment, Terms and Dissolution.**

- (a) There is hereby established a Land Bank Board of Trustees. The Board shall be composed of seven (7) voting members.
- (b) The members of the Board shall consist of the following:
  - (1) Two (2) CITY Commissioners and the CITY Manager, appointed by the CITY;
  - (2) Two (2) COUNTY Commissioners and the COUNTY Administrator, appointed by the COUNTY;
  - (3) One (1) member of the Holcomb/Garden City/Finney County Area Planning Commission, appointed by the CITY.
- (c) Vacancies on the Board shall be filled by appointment for the unexpired term.
- (d) The term of the office for Board members shall be for a period of three (3) years.
- (e) The Land Bank staff shall consist of the City Neighborhood and Development Services Department staff.
- (f) The Land Bank may be dissolved by ordinance of the Governing Body. In such case, all property of the Land Bank shall be transferred to and held by the City and may be disposed of as otherwise provided by law.

**SECTION 5.** New Section 70-83 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-83. Land Bank Board of Trustees; Powers and Duties.**

- (a) The Land Bank Board of Trustees shall have the following powers and duties:
  - (1) To sue and be sued;
  - (2) To enter into contracts;
  - (3) To appoint and remove staff and provide for the compensation thereof;
  - (4) To acquire, by purchase, gift or devise, and convey any real property, including easements and reversionary interests, and personal property subject to the provisions of this Article and state law;
  - (5) To rebate all, or any portion thereof, the taxes on any property sold or conveyed by the Land Bank;
  - (6) To exercise any other power which may be delegated to the Land Bank by the Governing Body; and
  - (7) To exercise any other incidental power which is necessary to carry out the purposes of the Land Bank, this Article, and state law.

- (b) Any property acquired by the City, County or any other city or taxing subdivision within Finney County, Kansas, may be transferred to the Land Bank. The Board may accept or refuse to accept any property authorized to be transferred pursuant to this Article or state law. The transfer of any property pursuant to this subsection shall not be subject to any bidding requirements and shall be exempt from any provisions of law requiring a public sale.
- (c) The fee simple title to any real estate which is sold to County in accordance with the provisions of K.S.A. 79-2803 and 79-2804, and amendments thereto, and upon acceptance by the Board, may be transferred to the Land Bank by a good and sufficient deed by the Finney County Clerk upon a written order from the Finney County Board of County Commissioners.
- (d) The Board shall assume possession and control of any property acquired by it under this Article or state law, and shall hold and administer such property. In the administration of property, the Board shall:
  - (1) Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;
  - (2) Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times;
  - (3) Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property;
  - (4) Plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;
  - (5) Establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the Land Bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and
  - (6) Thirty (30) days prior to the sale of any property owned by the Land Bank, publish a notice in the official City newspaper announcing the sale.

**SECTION 6.** New Section 70-84 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-84. Land Bank; Operational Requirements.**

- (a) The Land Bank shall be subject to the provisions of the Cash-Basis Law, K.S.A 10-1101 *et seq.*, and amendments thereto.
- (b) The budget of the Land Bank shall be prepared, adopted and published as provided by law for other political subdivisions of the state. No budget shall be adopted by the Board until it has been submitted to, reviewed and approved by the Governing Body.
- (c) The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Board.

- (d) All records and accounts shall be subject to public inspection pursuant to K.S.A. 45-216 *et seq.*, and amendments thereto.
- (e) Any moneys of the Land Bank which are not immediately required for the purposes of the Land Bank shall be invested in the manner provided by K.S.A. 12-1675, and amendments thereto.
- (f) The Land Bank shall make an annual report to the Governing Body on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the Land Bank. A copy of such inventory also shall be published in the official City newspaper on or before January 31 of each year.
- (g) The Land Bank shall be subject to the statutory requirements for the deposit of public money as provided by K.S.A. 9-1401 *et seq.*, and amendments thereto.
- (h) The Board, without competitive bidding, may sell any property acquired by the Board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective reutilization.
- (i) The sale of any real property by the Board, under the provisions of this Article or state law, on which there are delinquent special assessments to finance public improvements shall be conditioned upon the approval of the Governing Body.
- (j) The Board, for purposes of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the Land Bank.
- (k) Until sold or otherwise disposed of by the Land Bank and except for special assessments levied by the City to finance public improvements, any property acquired by the Land Bank shall be exempt from the payment of ad valorem taxes levied by the state of Kansas and any other political or taxing subdivision of the state.
- (l) Except for special assessments levied by a municipality to finance public improvements, when the Board acquires property pursuant to this Article and state law, the Finney County Treasurer shall remove from the tax rolls all taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the Board.
- (m) Property held by the Land Bank shall remain liable for special assessments levied by a municipality to finance public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the Land Bank.
- (n) The governing body of any municipality which has levied special assessments on property acquired by the Land Bank may abate part or all of the special assessments, and the Land Bank and the governing body may enter into agreements related thereto. Any special assessments that are abated shall be removed from the tax rolls by the Finney County Treasurer as of the effective date of the abatement.
- (o) Any moneys derived from the sale of property by the Land Bank shall be retained by the Land Bank for the purposes and operations thereof; provided, however, that the Board may use all or any part of the proceeds from the sale to reimburse the City for delinquent special assessments due on such property.

**SECTION 7.** New Section 70-85 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-85. Land Bank; Organization.**

- (a) The Board shall select annually, from its membership, a chairperson, a vice-chairperson and a treasurer. The treasurer shall be bonded in such amounts as the Governing Body may require.
- (b) The Board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.
- (c) The Board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the City and shall be subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and amendments thereto, and City Code of Ordinances, Sections 2-156 through 2-164.
- (d) A majority of the Board shall constitute a quorum for the transaction of business. No action of the Board shall be binding unless taken at a meeting at which at least a quorum is present.
- (e) The members of the Board shall be subject to the provisions of the laws of the state of Kansas which relate to conflicts of interest of City officers and employees, including, but not limited to, K.S.A. 75-4301a *et seq.*, and amendments thereto.
- (f) Subject to the provisions of K.S.A. 75-6101 *et seq.*, and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the Board for any act or omission arising out of the performance of duties as a member of the Board, such member shall be indemnified in whole and held harmless by the Board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the Land Bank in any such proceeding.

**SECTION 8.** If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

**SECTION 9.** This ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper. The effective date of the Land Bank shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DRAFT**

\_\_\_\_\_  
CHRIS LAW, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GARDEN CITY, KANSAS  
AND THE COUNTY OF FINNEY, KANSAS

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**THIS INTERLOCAL AGREEMENT** (Agreement) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

**WHEREAS**, it is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

**WHEREAS**, CITY and COUNTY have expressed a desire to jointly participate in a City Land Bank established under the authority of K.S.A. 12-5901 *et seq.*

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

1. **DEFINITION.** The following definition shall apply to this Agreement

*Land Bank* means the land bank created by City Ordinance No. \_\_\_\_-2016.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.

3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

4. **DURATION.** This Agreement shall be for a term of one (1) year beginning \_\_\_\_\_, 2016, and ending \_\_\_\_\_, 2017. This Agreement shall thereafter automatically be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate this Agreement, on or before \_\_\_\_\_ 1st of any annual term.

5. **SEPARATE ENTITY/ADMINISTRATION.** It is the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of the Land Bank. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.

6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.

7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any annual term, by giving written notice to the other party, on or before \_\_\_\_\_ 1st of any annual term.

8. **REVIEW.** The parties agree to review this Agreement in \_\_\_\_\_ 2017, and each \_\_\_\_\_ thereafter, to determine if any mutually agreed revisions need to be made to the Agreement.

9. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

10. **PURPOSE.** The purpose of this Agreement is to provide for the joint participation of CITY and COUNTY in the Land Bank.

- a. The specific purpose of the Land Bank shall be to efficiently acquire, manage, and transform vacant, abandoned, tax-foreclosed real property into productive use. The Land Bank shall be responsible for the acquisition of title to real property, eliminate liabilities for the real property, and provide proper disposition of acquired real property.
- b. The powers and duties of the Board of Trustees of the Land Bank and the operational requirements and organization of the Land Bank are established in Ordinance No. \_\_\_\_\_-2016.
- c. CITY shall provide staff support to the Land Bank.
- d. COUNTY agrees to convey title to all real property acquired through tax foreclosure proceedings to the Land Bank, unless the COUNTY determines it is in the best interest of the COUNTY to otherwise dispose of certain tracts of real property.

11. **PROCEEDS FROM SALE OF REAL PROPERTY IN THE LAND BANK.** CITY and COUNTY agree that when real property in the Land Bank is sold, the parties shall endeavor from sale proceeds to equitably apportion and pay ad valorem taxes and special assessments that remain unpaid or which were paid by a party. All other sale proceeds shall be retained by the Land Bank for the purposes and operations thereof.

12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party of any obligation or responsibility imposed upon a party by law.

13. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.

14. **EFFECTIVE DATE.** This Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 2016, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.

15. **GENERAL COVENANTS.**

- a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, emailed, or sent by first class mail, postage prepaid, and addressed as follows:

- i. If to CITY: City Manager  
301 North 8th Street  
P. O. Box 998  
Garden City, Kansas 67846  
matt.allen@gardencityks.us
  
- ii. If to COUNTY: County Administrator  
311 North 9th Street  
P. O. Box M  
Garden City, Kansas 67846  
rpartington@finneycounty.org

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

- b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.
- e. If any section, clause, sentence, or phrase of this Agreement is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Agreement.
- f. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

**DRAFT**

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

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

COUNTY OF FINNEY, KANSAS

**DRAFT**

By \_\_\_\_\_  
Dave Jones, Chairman

ATTEST:

\_\_\_\_\_  
Elsa Ulrich, County Clerk

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**ORDINANCE NO. \_\_\_\_\_-2016**

AN ORDINANCE ESTABLISHING A JOINT CITY OF GARDEN CITY-COUNTY OF FINNEY LAND BANK PURSUANT TO K.S.A. 12-5901, *ET SEQ.*; CREATING NEW ARTICLE IV IN CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS; AND NEW CODE SECTIONS 70-80, 70-81, 70-82, 70-83, 70-84 AND 70-85, 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.** New Article IV in Chapter 70 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**ARTICLE IV. LAND BANK**

**SECTION 2.** New Section 70-80 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-80. Purpose.**

The Joint City-County Land Bank (Land Bank) is hereby established pursuant to the authority granted to cities by K.S.A. 12-5901 *et seq.*, and counties by K.S.A. 19-26,103 *et seq.* The Land Bank will be an independent, quasi-government entity with the primary responsibility and authority to efficiently acquire, manage and convey vacant, abandoned, tax-foreclosed or otherwise underutilized or distressed property into productive use. The Land Bank shall also be responsible for the acquisition of title to real property, eliminate liabilities for the real property, and provide proper disposition of the real property.

**SECTION 3.** New Section 70-81 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-81. Definitions.**

- (a) *City* means the City of Garden City, Kansas.
- (b) *County* means the County of Finney County, Kansas.
- (c) *Board* means the Board of Trustees of the Land Bank established pursuant to this Article.
- (d) *Land Bank* means the Joint City-County Land Bank established pursuant to this Article.
- (e) *Governing Bodies* means the City Commission of the City and the Board of County Commissioners of the County.
- (f) *Municipality* means any city, county or other political or taxing subdivision which has the power to levy special assessments.

**SECTION 4.** New Section 70-82 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-82. Land Bank Board of Trustees; Appointment, Terms and Dissolution.**

- (a) There is hereby established a Land Bank Board of Trustees. The Board shall be composed of seven (7) voting members.
- (b) The members of the Board shall consist of the following:
  - (1) Two (2) CITY Commissioners and the CITY Manager, appointed by the CITY;
  - (2) Two (2) COUNTY Commissioners and the COUNTY Administrator, appointed by the COUNTY;
  - (3) One (1) member of the Holcomb/Garden City/Finney County Area Planning Commission, appointed by the CITY.
- (c) Vacancies on the Board shall be filled by appointment for the unexpired term.
- (d) The term of the office for Board members shall be for a period of three (3) years.
- (e) The Land Bank staff shall consist of the City Neighborhood and Development Services Department staff.
- (f) The Land Bank may be dissolved by ordinance and resolution of the Governing Bodies. In such case, all property of the Land Bank shall be transferred to and held by the City and may be disposed of as otherwise provided by law.

**SECTION 5.** New Section 70-83 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-83. Land Bank Board of Trustees; Powers and Duties.**

- (a) The Land Bank Board of Trustees shall have the following powers and duties:
  - (1) To sue and be sued;
  - (2) To enter into contracts;
  - (3) To appoint and remove staff and provide for the compensation thereof;
  - (4) To acquire, by purchase, gift or devise, and convey any real property, including easements and reversionary interests, and personal property subject to the provisions of this Article and state law;
  - (5) To rebate all, or any portion thereof, the taxes on any property sold or conveyed by the Land Bank;
  - (6) To exercise any other power which may be delegated to the Land Bank by the Governing Bodies; and
  - (7) To exercise any other incidental power which is necessary to carry out the purposes of the Land Bank, this Article, and state law.

- (b) Any property acquired by the City, County or any other city or taxing subdivision within Finney County, Kansas, may be transferred to the Land Bank. The Board may accept or refuse to accept any property authorized to be transferred pursuant to this Article or state law. The transfer of any property pursuant to this subsection shall not be subject to any bidding requirements and shall be exempt from any provisions of law requiring a public sale.
- (c) The fee simple title to any real estate which is sold to County in accordance with the provisions of K.S.A. 79-2803 and 79-2804, and amendments thereto, and upon acceptance by the Board, may be transferred to the Land Bank by a good and sufficient deed by the Finney County Clerk upon a written order from the Finney County Board of County Commissioners.
- (d) The Board shall assume possession and control of any property acquired by it under this Article or state law, and shall hold and administer such property. In the administration of property, the Board shall:
  - (1) Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;
  - (2) Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times;
  - (3) Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property;
  - (4) Plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;
  - (5) Establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the Land Bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and
  - (6) Thirty (30) days prior to the sale of any property owned by the Land Bank, publish a notice in the official City newspaper announcing the sale.

**SECTION 6.** New Section 70-84 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-84. Land Bank; Operational Requirements.**

- (a) The Land Bank shall be subject to the provisions of the Cash-Basis Law, K.S.A 10-1101 *et seq.*, and amendments thereto.
- (b) The budget of the Land Bank shall be prepared, adopted and published as provided by law for other political subdivisions of the state. No budget shall be adopted by the Board until it has been submitted to, reviewed and approved by the Governing Bodies.
- (c) The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Board.

- (d) All records and accounts shall be subject to public inspection pursuant to K.S.A. 45-216 *et seq.*, and amendments thereto.
- (e) Any moneys of the Land Bank which are not immediately required for the purposes of the Land Bank shall be invested in the manner provided by K.S.A. 12-1675, and amendments thereto.
- (f) The Land Bank shall make an annual report to the Governing Bodies on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the Land Bank. A copy of such inventory also shall be published in the official City newspaper on or before January 31 of each year.
- (g) The Land Bank shall be subject to the statutory requirements for the deposit of public money as provided by K.S.A. 9-1401 *et seq.*, and amendments thereto.
- (h) The Board, without competitive bidding, may sell any property acquired by the Board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective reutilization.
- (i) The sale of any real property by the Board, under the provisions of this Article or state law, on which there are delinquent special assessments to finance public improvements shall be conditioned upon the approval of the Governing Bodies.
- (j) The Board, for purposes of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the Land Bank.
- (k) Until sold or otherwise disposed of by the Land Bank and except for special assessments levied by the City to finance public improvements, any property acquired by the Land Bank shall be exempt from the payment of ad valorem taxes levied by the state of Kansas and any other political or taxing subdivision of the state.
- (l) Except for special assessments levied by a municipality to finance public improvements, when the Board acquires property pursuant to this Article and state law, the Finney County Treasurer shall remove from the tax rolls all taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the Board.
- (m) Property held by the Land Bank shall remain liable for special assessments levied by a municipality to finance public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the Land Bank.
- (n) The governing body of any municipality which has levied special assessments on property acquired by the Land Bank may abate part or all of the special assessments, and the Land Bank and the governing body may enter into agreements related thereto. Any special assessments that are abated shall be removed from the tax rolls by the Finney County Treasurer as of the effective date of the abatement.
- (o) Any moneys derived from the sale of property by the Land Bank shall be retained by the Land Bank for the purposes and operations thereof; provided, however, that the Board may use all or any part of the proceeds from the sale to reimburse the City for delinquent special assessments due on such property.

**SECTION 7.** New Section 70-85 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 70-85. Land Bank; Organization.**

- (a) The Board shall select annually, from its membership, a chairperson, a vice-chairperson and a treasurer. The treasurer shall be bonded in such amounts as the Governing Bodies may require.
- (b) The Board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.
- (c) The Board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the City and shall be subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and amendments thereto, and City Code of Ordinances, Sections 2-156 through 2-164.
- (d) A majority of the Board shall constitute a quorum for the transaction of business. No action of the Board shall be binding unless taken at a meeting at which at least a quorum is present.
- (e) The members of the Board shall be subject to the provisions of the laws of the state of Kansas which relate to conflicts of interest of City and County officers and employees, including, but not limited to, K.S.A. 75-4301a *et seq.*, and amendments thereto.
- (f) Subject to the provisions of K.S.A. 75-6101 *et seq.*, and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the Board for any act or omission arising out of the performance of duties as a member of the Board, such member shall be indemnified in whole and held harmless by the Board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the Land Bank in any such proceeding.

**SECTION 8.** If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

**SECTION 9.** This ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper. The effective date of the Land Bank shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DRAFT**

\_\_\_\_\_  
CHRIS LAW, Mayor

ATTEST:

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CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

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RANDALL D. GRISELL, City Counselor

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

A RESOLUTION AUTHORIZING AND ESTABLISHING A JOINT CITY OF GARDEN CITY-COUNTY OF FINNEY LAND BANK PURSUANT TO K.S.A. 12-5901, *ET SEQ.* AND K.S.A. 19-26,103 *ET SEQ.*

WHEREAS, the Board of County Commissioners of Finney County, Kansas (Board), has determined that there is a need for a land bank to efficiently acquire, manage and convey vacate, abandoned, tax-foreclosed or otherwise underutilized or distressed property into productive use in Garden City and Finney County; and

WHEREAS, the Board desires to authorize and establish a Joint City-County Land Bank.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Finney County, Kansas, as follows:

**SECTION 1. Purpose.**

The Joint City-County Land Bank (Land Bank) is hereby established pursuant to the authority granted to cities by K.S.A. 12-5901 *et seq.*, and counties by K.S.A. 19-26,103 *et seq.* The Land Bank will be an independent, quasi-government entity with the primary responsibility and authority to efficiently acquire, manage and convey vacant, abandoned, tax-foreclosed or otherwise underutilized or distressed property into productive use. The Land Bank shall also be responsible for the acquisition of title to real property, eliminate liabilities for the real property, and provide proper disposition of the real property.

**SECTION 2. Definitions.**

- (a) *City* means the City of Garden City, Kansas.
- (b) *County* means the County of Finney County, Kansas.
- (c) *Board* means the Board of Trustees of the Land Bank established pursuant to this resolution.
- (d) *Land Bank* means the Joint City-County Land Bank established pursuant to this resolution.
- (e) *Governing Bodies* means the City Commission of the City and the Board of County Commissioners of the County.
- (f) *Municipality* means any city, county or other political or taxing subdivision which has the power to levy special assessments.

**SECTION 3. Land Bank Board of Trustees; Appointment, Terms and Dissolution.**

- (a) There is hereby established a Land Bank Board of Trustees. The Board shall be composed of seven (7) voting members.

- (b) The members of the Board shall consist of the following:
  - (1) Two (2) CITY Commissioners and the CITY Manager, appointed by the CITY;
  - (2) Two (2) COUNTY Commissioners and the COUNTY Administrator, appointed by the COUNTY;
  - (3) One (1) member of the Holcomb/Garden City/Finney County Area Planning Commission, appointed by the CITY.
- (c) Vacancies on the Board shall be filled by appointment for the unexpired term.
- (d) The term of the office for Board members shall be for a period of three (3) years.
- (e) The Land Bank staff shall consist of the City Neighborhood and Development Services Department staff.
- (f) The Land Bank may be dissolved by ordinance and resolution of the Governing Bodies. In such case, all property of the Land Bank shall be transferred to and held by the City and may be disposed of as otherwise provided by law.

**SECTION 4. Land Bank Board of Trustees; Powers and Duties.**

- (a) The Land Bank Board of Trustees shall have the following powers and duties:
  - (1) To sue and be sued;
  - (2) To enter into contracts;
  - (3) To appoint and remove staff and provide for the compensation thereof;
  - (4) To acquire, by purchase, gift or devise, and convey any real property, including easements and reversionary interests, and personal property subject to the provisions of this resolution and state law;
  - (5) To rebate all, or any portion thereof, the taxes on any property sold or conveyed by the Land Bank;
  - (6) To exercise any other power which may be delegated to the Land Bank by the Governing Bodies; and
  - (7) To exercise any other incidental power which is necessary to carry out the purposes of the Land Bank, this resolution, and state law.
- (b) Any property acquired by the City, County or any other city or taxing subdivision within Finney County, Kansas, may be transferred to the Land Bank. The Board may accept or refuse to accept any property authorized to be transferred pursuant to this resolution or state law. The transfer of any property pursuant to this subsection shall not be subject to any bidding requirements and shall be exempt from any provisions of law requiring a public sale.

- (c) The fee simple title to any real estate which is sold to County in accordance with the provisions of K.S.A. 79-2803 and 79-2804, and amendments thereto, and upon acceptance by the Board, may be transferred to the Land Bank by a good and sufficient deed by the Finney County Clerk upon a written order from the Finney County Board of County Commissioners.
- (d) The Board shall assume possession and control of any property acquired by it under this resolution or state law, and shall hold and administer such property. In the administration of property, the Board shall:
  - (1) Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;
  - (2) Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times;
  - (3) Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property;
  - (4) Plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;
  - (5) Establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the Land Bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and
  - (6) Thirty (30) days prior to the sale of any property owned by the Land Bank, publish a notice in the official City/County newspaper announcing the sale.

**SECTION 5. Land Bank; Operational Requirements.**

- (a) The Land Bank shall be subject to the provisions of the Cash-Basis Law, K.S.A 10-1101 *et seq.*, and amendments thereto.
- (b) The budget of the Land Bank shall be prepared, adopted and published as provided by law for other political subdivisions of the state. No budget shall be adopted by the Board until it has been submitted to, reviewed and approved by the Governing Bodies.
- (c) The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Board.
- (d) All records and accounts shall be subject to public inspection pursuant to K.S.A. 45-216 *et seq.*, and amendments thereto.
- (e) Any moneys of the Land Bank which are not immediately required for the purposes of the Land Bank shall be invested in the manner provided by K.S.A. 12-1675, and amendments thereto.

- (f) The Land Bank shall make an annual report to the Governing Bodies on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the Land Bank. A copy of such inventory also shall be published in the official City/County newspaper on or before January 31 of each year.
- (g) The Land Bank shall be subject to the statutory requirements for the deposit of public money as provided by K.S.A. 9-1401 *et seq.*, and amendments thereto.
- (h) The Board, without competitive bidding, may sell any property acquired by the Board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective reutilization.
- (i) The sale of any real property by the Board, under the provisions of this resolution or state law, on which there are delinquent special assessments to finance public improvements shall be conditioned upon the approval of the Governing Bodies.
- (j) The Board, for purposes of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the Land Bank.
- (k) Until sold or otherwise disposed of by the Land Bank and except for special assessments levied by the City to finance public improvements, any property acquired by the Land Bank shall be exempt from the payment of ad valorem taxes levied by the state of Kansas and any other political or taxing subdivision of the state.
- (l) Except for special assessments levied by a municipality to finance public improvements, when the Board acquires property pursuant to this resolution and state law, the Finney County Treasurer shall remove from the tax rolls all taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the Board.
- (m) Property held by the Land Bank shall remain liable for special assessments levied by a municipality to finance public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the Land Bank.
- (n) The governing body of any municipality which has levied special assessments on property acquired by the Land Bank may abate part or all of the special assessments, and the Land Bank and the governing body may enter into agreements related thereto. Any special assessments that are abated shall be removed from the tax rolls by the Finney County Treasurer as of the effective date of the abatement.
- (o) Any moneys derived from the sale of property by the Land Bank shall be retained by the Land Bank for the purposes and operations thereof; provided, however, that the Board may use all or any part of the proceeds from the sale to reimburse the City for delinquent special assessments due on such property.

**SECTION 6. Land Bank; Organization.**

- (a) The Board shall select annually, from its membership, a chairperson, a vice-chairperson and a treasurer. The treasurer shall be bonded in such amounts as the Governing Bodies may require.

- (b) The Board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.
- (c) The Board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the City and shall be subject to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and amendments thereto, and City Code of Ordinances, Sections 2-156 through 2-164.
- (d) A majority of the Board shall constitute a quorum for the transaction of business. No action of the Board shall be binding unless taken at a meeting at which at least a quorum is present.
- (e) The members of the Board shall be subject to the provisions of the laws of the state of Kansas which relate to conflicts of interest of City and County officers and employees, including, but not limited to, K.S.A. 75-4301a *et seq.*, and amendments thereto.
- (f) Subject to the provisions of K.S.A. 75-6101 *et seq.*, and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the Board for any act or omission arising out of the performance of duties as a member of the Board, such member shall be indemnified in whole and held harmless by the Board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the Land Bank in any such proceeding.

**SECTION 7.** If any section, clause, sentence, or phrase of this resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this resolution.

**SECTION 8.** This resolution shall be in full force and effect from and after its publication in the Garden City Telegram, the official City/County newspaper. The effective date of the Land Bank shall be the \_\_\_\_ day of \_\_\_\_\_, 2016.

ADOPTED AND APPROVED BY THE Board of County Commissioners of Finney County, Kansas, on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**DRAFT**

---

Dave Jones, Chairman  
Board of County Commissioners of  
Finney County, Kansas

ATTEST:

---

Elsa Ulrich, County Clerk

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GARDEN CITY, KANSAS  
AND THE COUNTY OF FINNEY, KANSAS

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**THIS INTERLOCAL AGREEMENT** (Agreement) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

**WHEREAS**, it is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

**WHEREAS**, CITY and COUNTY have expressed a desire to jointly participate in a City Land Bank established under the authority of K.S.A. 12-5901 *et seq.*

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

1. **DEFINITION.** The following definition shall apply to this Agreement

*Land Bank* means the land bank created by City Ordinance No. \_\_\_\_-2016 and County Resolution No. \_\_\_\_\_.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.

3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

4. **DURATION.** This Agreement shall be for a term of one (1) year beginning \_\_\_\_\_, 2016, and ending \_\_\_\_\_, 2017. This Agreement shall thereafter automatically be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate this Agreement, on or before \_\_\_\_\_ 1st of any annual term.

5. **SEPARATE ENTITY/ADMINISTRATION.** It is the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of the Land Bank. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.

6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.

7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any annual term, by giving written notice to the other party, on or before \_\_\_\_\_ 1st of any annual term.

8. **REVIEW.** The parties agree to review this Agreement in \_\_\_\_\_ 2017, and each \_\_\_\_\_ thereafter, to determine if any mutually agreed revisions need to be made to the Agreement.

9. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

10. **PURPOSE.** The purpose of this Agreement is to provide for the joint participation of CITY and COUNTY in the Land Bank.

- a. The specific purpose of the Land Bank shall be to efficiently acquire, manage, and transform vacant, abandoned, tax-foreclosed real property into productive use. The Land Bank shall be responsible for the acquisition of title to real property, eliminate liabilities for the real property, and provide proper disposition of acquired real property.
- b. The powers and duties of the Board of Trustees of the Land Bank and the operational requirements and organization of the Land Bank are established in Ordinance No. \_\_\_\_\_-2016 and Resolution No. \_\_\_\_\_.
- c. CITY shall provide staff support to the Land Bank.
- d. COUNTY agrees to convey title to all real property acquired through tax foreclosure proceedings to the Land Bank, unless the COUNTY determines it is in the best interest of the COUNTY to otherwise dispose of certain tracts of real property.

11. **PROCEEDS FROM SALE OF REAL PROPERTY IN THE LAND BANK.** CITY and COUNTY agree that when real property in the Land Bank is sold, the parties shall endeavor from sale proceeds to equitably apportion and pay ad valorem taxes and special assessments that remain unpaid or which were paid by a party. All other sale proceeds shall be retained by the Land Bank for the purposes and operations thereof.

12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party of any obligation or responsibility imposed upon a party by law.

13. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.

14. **EFFECTIVE DATE.** This Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 2016, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.

15. **GENERAL COVENANTS.**

- a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, emailed, or sent by first class mail, postage prepaid, and addressed as follows:

- i. If to CITY: City Manager  
301 North 8th Street  
P. O. Box 998  
Garden City, Kansas 67846  
matt.allen@gardencityks.us
  
- ii. If to COUNTY: County Administrator  
311 North 9th Street  
P. O. Box M  
Garden City, Kansas 67846  
rpartington@finneycounty.org

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

- b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.
- e. If any section, clause, sentence, or phrase of this Agreement is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Agreement.
- f. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

**DRAFT**

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

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

COUNTY OF FINNEY, KANSAS

**DRAFT**

By \_\_\_\_\_  
Dave Jones, Chairman

ATTEST:

\_\_\_\_\_  
Elsa Ulrich, County Clerk

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## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** GC2016-07: Final Plat of Arcos Addition, First Replat

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Final Plat and Development Agreement of the Arcos Addition, First Replat.

### **BACKGROUND:**

At the request of Victor Arcos and Alma Vasquez-Medina, the Governing Body is asked to review and consider the Development Agreement & Final Plat of Arcos Addition, First Replat. This subdivision is located on Main Street, just north of Mary Street. The plat was presented at a plat review on Wednesday, December 30<sup>th</sup>, 2015, and Wednesday, January 27<sup>th</sup>, 2016, and all of the concerns were addressed.

The Arcos Addition, First Replat is approximately 1.6 acres +/-, and will yield five (5) single family lots. The current zoning of the subdivision is "R-1" Single Family Residential District. Any construction within the subdivision must comply with the requirements of the "R-1" district, the Garden City Zoning Regulations, and the Garden City Subdivision Regulations. There is an existing nonconforming house on Lot 5. The lot was previously split and was recorded with the Register of Deeds on October 19<sup>th</sup>, 2015.

There is an existing twenty (20) foot public utility easement located along the south property lines of Lot 2 and 3 that is being dedicated as a drainage retention area. There is also an existing twenty (20) foot public utility easement located on Lot 4 that will be vacated with this plat. The following are the dedications for the Final Plat for the Arcos Addition, First Replat:

- (1) A ten (10) foot public utility easement on the south end of Lot 4 for an existing sanitary sewer connection.
- (2) Fifteen (15) foot public utility easements in the front yards of Lot 1, 2, 3, and 4, and the north side yard of Lot 5.
- (3) A ten (10) foot drainage easement on the east side of Lot 3.
- (4) A fifty (50) foot right-of-way for Arcos Circle.

Before the final subdivision plat is recorded, the applicant will be required to sign a development agreement. The applicant will also be responsible to pay the open space/park space dedication fee of \$800 (\$200 per lot) per Section 9.130(F) of the Garden City Subdivision Regulations.

### **ALTERNATIVE:**

The Governing Body may:

1. Approve the final plat and development agreement as presented.
2. Approve the final plat and development agreement with amendments.
3. Not approve the final plat.

**RECOMMENDATION:**

**Staff Recommendation:** Staff recommends approval of the final plat and development agreement, contingent upon that all provisions addressed in this memo are met.

**Planning Commission Recommendation:** The Planning Commission recommended approval of the final plat of the Arcos Addition, First Replat contingent upon that all provisions addressed in the memo are met.

**Final Plat:**

Members present - 7

Yea vote - 7

Nay vote - 0

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
GC2016-07 Vicinity Map & Plat	5/11/2016	Backup Material
GC2016-07 Signed Minutes	5/11/2016	Backup Material
Development Agreement - Arcos Addition	5/12/2016	Backup Material



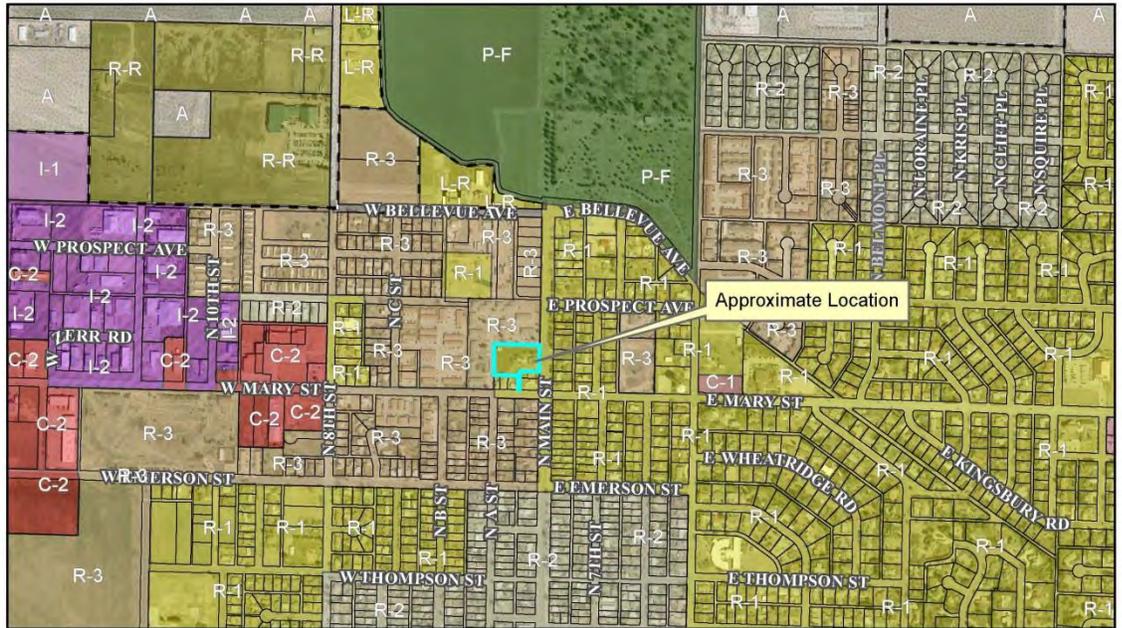
NEIGHBORHOOD &  
DEVELOPMENT  
SERVICES  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEYCOUNTY  
620-276-1170

INSPECTIONS  
620-276-1120

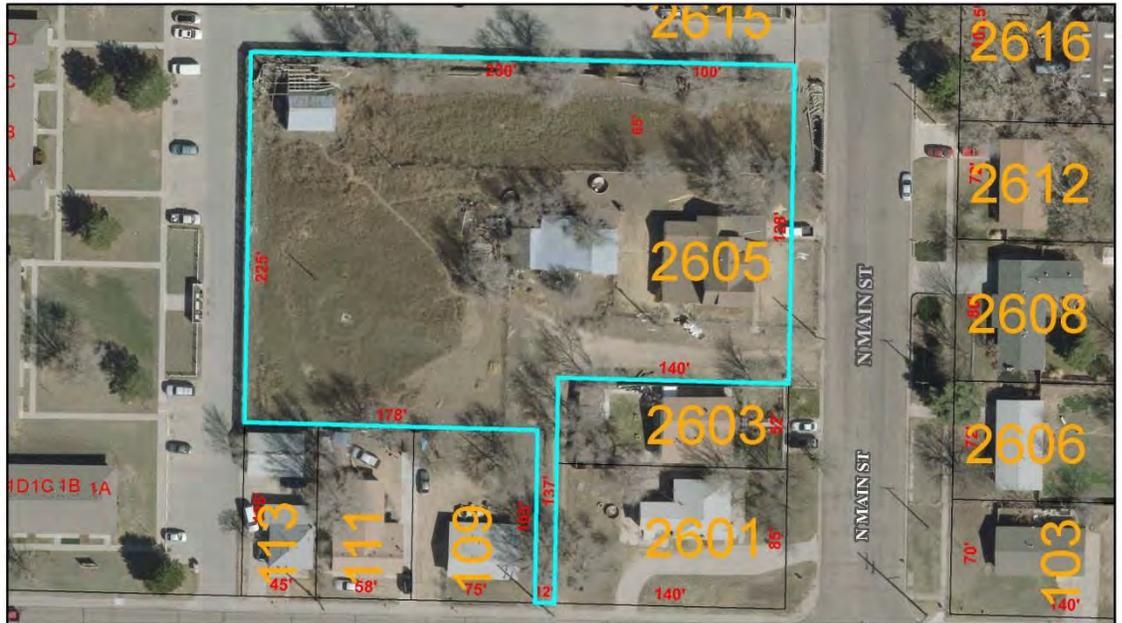
CODE COMPLIANCE  
620-276-1120

PLANNING AND  
ZONING  
620-276-1170

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



Case Number: GC2016-12/07  
Applicant: Victor Arcos  
Address: 2605 N Main Street  
Request: Arcos Addition Preliminary & Final Plat of the First Replat





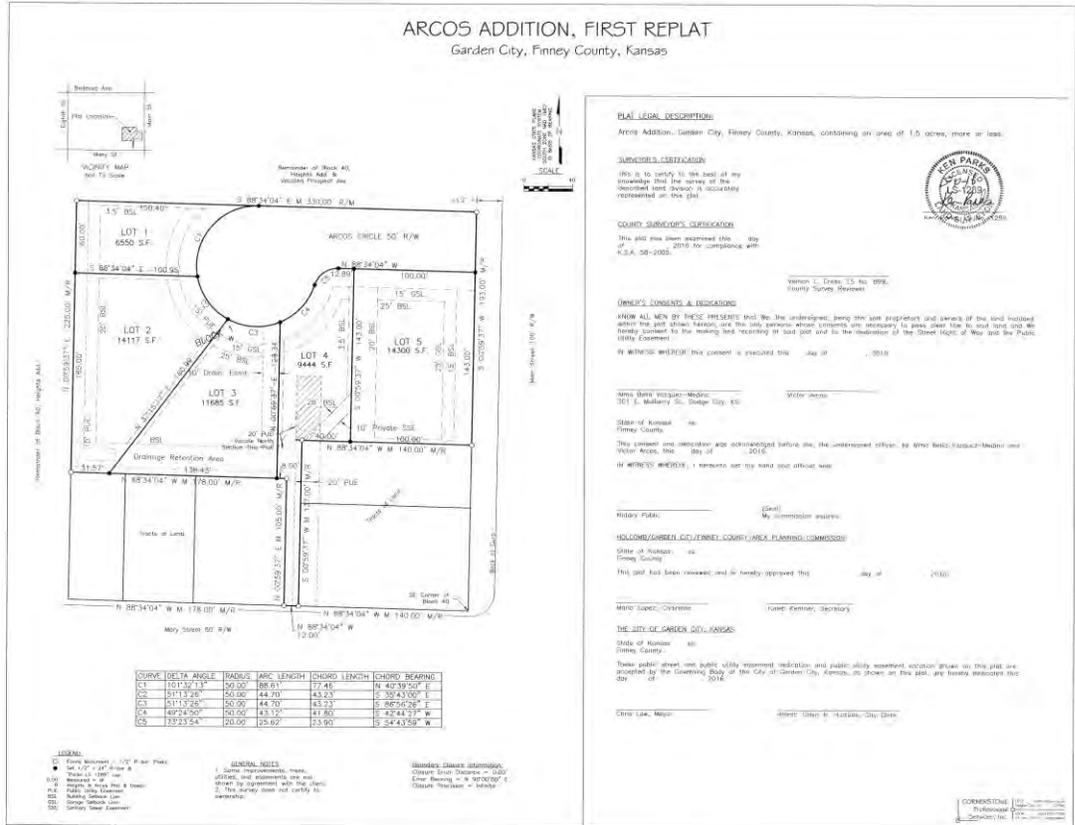
NEIGHBORHOOD &  
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GARDEN CITY  
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620-276-1120

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



**PLAT LEGAL DESCRIPTION:**  
 Arcos Addition, Garden City, Finney County, Kansas, containing an area of 1.5 acres, more or less.

**SURVEYOR'S CERTIFICATION:**  
 This is to certify to the best of my knowledge that the survey of the described land shown is accurately represented on this plat.

**COUNTY SURVEYOR'S CERTIFICATION:**  
 This plat was shown approved this day of \_\_\_\_\_, 2016 in compliance with K.S.A. 58-2005.

**OWNER'S COMMENTS & REVISIONS:**  
 I, the undersigned, being the sole proprietor and owner of the land included within the plat shown herein, and the only person whose consent is necessary to place said plat in final form and to be finally returned to the recording jurisdiction in said plat and to be a matter of the Street Rights of Way and the Public Utility Easement.  
 IN WITNESS WHEREOF, this consent is executed this day of \_\_\_\_\_, 2016.

\_\_\_\_\_ (Signature)  
 301 E. Mulberry St., Dodge City, KS  
 Finney County, Kansas

**HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION:**  
 Date of Kansas as \_\_\_\_\_  
 This plat has been reviewed and I hereby approved this day of \_\_\_\_\_, 2016.

\_\_\_\_\_ (Signature)  
 Board Secretary

**THE CITY OF GARDEN CITY, KANSAS:**  
 Date of Kansas as \_\_\_\_\_  
 This public street and public utility easement and public utility easement shown on this plat are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, and hereby measures the do \_\_\_\_\_ of \_\_\_\_\_, 2016.

City Clerk, Mayor \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)  
 Street: 10th St. (Hastings, City Clerk)

COMMERCIAL PROFESSIONAL SURVEYOR

# MINUTES

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

February 18, 2016

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, February 18, 2016 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 Germann, Member Law, Member Gigot, Member Stewart, Member Hitz and Chairman Lopez. Also present were Staff Kentner, Staff Davidson, Staff Thibault, Staff Betts and Staff Croteau.

### II. APPROVAL OF MINUTES- January 21, 2016

*Member Law* makes motion to approve the minutes from January 21, 2016. *Member Germann* seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Not Present	Yea

Motion passed.

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

#### OPEN PUBLIC COMMENT

*Brenda Fowlks* – My brother and I own the Countryside mobile home park on 8<sup>th</sup> Street just north of Mary. My step brother was the previous owner and in his will he had left the house on lot one to Teresa Morales and the Trust was left to my brother and me.

Explanation ensued regarding the application progression of the lot split for Countryside Park Estates and a few requirements the applicant was asked to comply with in regards to the lot split process.

*Brenda Fowlks* – I was told that I was going to be put on the agenda for today and I'm not. I found out that this electric was changed from public to private. I don't know if that means that they were going to approve the lot split without the improvements, if not, why the change and what purpose does it serve?

*Secretary Kentner* – Actually, it's already been approved. In that meeting, the discussion was about the location of the utilities and your surveyor provided that information for us. The only utility that was an issue was the electric line, and that was changed from a public utility to a private, which would then allow you to administratively split that property without having to go through these extra steps. It's actually ready to be signed and recorded when these corrections are made.

#### CLOSE PUBLIC COMMENT

### 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**

**GC2016-09 Chappel Heights Second Addition Final Plat, Bernard Chappel**

*Staff Thibault reads staff report.*

*Bernard Chappel* – Two acres, you have lot one block one; we are going to have First American Title deed that into the City. I do want to buy trees to put along Glenwood Drive for Mary Street to that first alley on both sides. If we go ahead and deed that into the City right-of-way, this would be the city’s property and I would like to put in a water system, brick system, plant the trees, etc. I want to have permission to go ahead and plant those trees after we deed this over to the City.

*Secretary Kentner* – I don’t think there’s any rush on the dedication of that because the City Commission would be the one accepting that.

*Bernard Chappel* – Probably sometime in March we will be putting those trees in and I talked to Tony about putting the water system in there already.

*Chairman Lopez* – I like the idea of someone wanting to plant trees but I’m just wondering if there’s going to be any problem as far as the City is concerned.

*Secretary Kentner* – No, as a matter of fact that’s the ideal situation for that open space, for it to be put in and have it dedicated over to the City. It sounds like he’s working with the appropriate staff to get that worked out.

*MEMBER GERMANN MAKES MOTION TO APPROVE THE FINAL PLAT OF THE CHAPPEL HEIGHTS SECOND ADDITION CONTINGENT UPON A SIGNED RHID DEVELOPMENT AGREEMENT AND THE DEVELOPER EITHER DEDICATING THE REQUIRED AMOUNT OF OPEN SPACE/PARK SPACE OR PAYING THE CASH-IN-LIEU OF LAND FEE. MEMBER HITZ SECONDS MOTION.*

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

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Not Present	Yea

**GC2016-12/07 Preliminary and Final Plat of Arcos Addition First Replat, Victor Arcos**

*Staff Thibault reads staff report.*

*Ken Parks* –I apologize for not meeting the parking requirements but the lot is one-hundred feet long so there’s plenty of room in regards to that. The sewer easement is in the way of building that house in lot four but the engineers had no problem getting rid of it so we would like to do that. I did have a question about an easement; it’s a ten footer on the southeast of lot four, it says public but I would like to keep it private.

*Chairman Lopez* – The sewer easement that he referenced, is staff alright with that?

*Secretary Kentner* – Yes, I don’t think there’s any problem with that. It was public but it shows as a private sewer easement now because it exists to that existing house as their service line to the sewer main.

*Member Germann* – Is there a plan for green space?

*Secretary Kentner* – No, there’s really no space for it so it would just be the land dedication, or the cash-in-lieu.

*Member Germann* – What’s the little dog leg?

*Secretary Kentner* – That is part of the property, it will be part of lot four.

*Chairman Lopez* – What typically occurs with something like that?

*Secretary Kentner* – Well it is their property so they would have to maintain it. There are utility easements in there.

*MEMBER GERMANN MAKES MOTION TO APPROVE THE PRELIMINARY PLAT OF THE ARCOS ADDITION FIRST REPLAT CONTINGENT UPON THAT ALL PROVISIONS ADDRESSED IN THE MEMO ARE MET. MEMBER GIGOT SECONDS MOTION.*

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

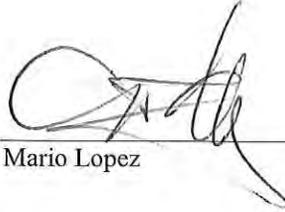
Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Not Present	Yea

*MEMBER GERMANN MAKES MOTION TO APPROVE THE FINAL PLAT OF THE ARCOS ADDITION FIRST REPLAT CONTINGENT UPON THAT ALL PROVISIONS ADDRESSED IN THE MEMO ARE MET. MEMBER HOWARD SECONDS MOTION.*

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

Germand	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Not Present	Yea

Meeting adjourned at approximately 9:22 am.

  
\_\_\_\_\_  
Mario Lopez Chairman

  
\_\_\_\_\_  
Kaleb Kentner Secretary  
Carol Davidson  
Mackenzie Thibault  
Colin Betts  
Amelia Croteau

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (Agreement), made and entered into this \_\_ day of \_\_\_\_\_ 2016, by and between the **City of Garden City, Kansas** (“City”) and **Victor Arcos** (“Developer”).

## RECITALS

- A. Developer owns and intends to develop the real property identified and legally described on Exhibit “A” (“**Arcos Addition, First Replat**” or “Property”).
- B. Developer and City each recognize the importance of there being a general plan to guide the growth and development of the Property.
- C. City has adopted regulations concerning development within its corporate limits, consisting of Development Policy, Zoning Regulations and Subdivision Regulations, Floodplain Regulations and any amendments thereto adopted and in place upon approval of this agreement.
- D. City has established and recognizes the zoning on the property to be “**R-1**”, **Single Family Residential District**.
- E. City has approved, with Planning Commission recommending approval, a Preliminary Plat for the **Arcos Addition, First Replat**, a copy of which Preliminary Plat is attached as Exhibit “B”, and the Final Plat for the **Arcos Addition, First Replat**, which Final Plat is attached as Exhibit “C”.
- F. The approval of the Final Plat by City shall be subject to the approval and recordation of a development agreement mutually agreeable to Developer and City.
- G. Developer and City desire to provide in this Agreement for (i) Developers’ assurances to City that the Property and **Arcos Addition, First Replat** infrastructure improvements will be developed in accordance with the provisions of this Agreement, the Preliminary Plat, the Final Plat and (ii) City’s assurances to Developer that it will be permitted to develop the Property in accordance with the provisions of this Agreement, the Preliminary Plat, and Final Plat. Nothing in this agreement shall restrict the authority of City to modify or amend any current policies or regulations.
- I. City and Developer acknowledge that the development of the Property pursuant to this Agreement will significantly benefit Developer by providing the ability to improve the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, City and Developers state, confirm and agree as follows:

## AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement by this reference.
2. **Definitions.** The following terms and phrases shall have the meaning set forth below:
  - 2.1 *Commencement of Construction* – That date upon which ground is broken in connection with the construction of an infrastructure improvement.
  - 2.2 *Developer* – **Victor Arcos**
  - 2.3 *Exhibits* – A complete list of all Exhibits to this Agreement is found immediately after the signature page.
  - 2.4 *Final Plat* – **Arcos Addition, First Replat**, as approved by the Governing Body of City on \_\_\_\_\_, 2016.
  - 2.5 *Preliminary Plat* – The Preliminary Plat for the development of the Property as previously approved by Area Planning Commission on \_\_\_\_\_, 2016.
  - 2.6 *Property* – Real property known as **Arcos Addition, First Replat**.
  - 2.7 *Project* – Development known as **Arcos Addition, First Replat**.
3. **Infrastructure.** All infrastructure improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of infrastructure improvements shall not commence until the plans and specifications have been approved by the Neighborhood & Development Services Director. All infrastructure improvements shall be constructed and approved by the Neighborhood & Development Services Director and accepted by the Governing Body prior to the issuance of a building permit on any lot **Arcos Addition, First Replat**. Below are additional descriptions of the infrastructure improvements to be the responsibility of Developer.
  - (a) **Sidewalks** will be required as per code on all streets as a condition of Building Permits. Sidewalks shall be five feet (5') wide.
    - a. Handicap ramps will be provided at all intersections, and other locations as required by code.
  - (b) **Parks & Open Space:** Cash-in-lieu of land dedication of \$800 (\$200.00 per lot) shall be paid by the Developer for the **Arcos Addition, First Replat** upon filing of the plat.

- (c) **Sanitary Sewer:** Mains with service lines to property line(s), pursuant to the onsite infrastructure improvement plan, to be inspected by Neighborhood & Development Services. Construction plans and specs shall meet the requirements of and receive the approval of KDHE.
- (d) **Water Distribution:** Eight (8) inch mains with service lines to property line(s), including looping, as approved by the Neighborhood & Development Services Director and the Director of Public Utilities. Eight (8) inch water lines, unless the City Water Master Plan or Water System Model indicates requirement for larger, shall be constructed to service the subdivision. Construction plans and specifications shall meet the requirements of the Neighborhood & Development Services Director, the Director of Public Utilities, and KDHE.
- (e) **Storm Water Drainage and Erosion Control:** In conformance with the approved preliminary plan, and the Master Development Plan for **Arcos Addition, First Replat**. The Neighborhood & Development Services Director must approve the design and improvements prepared by the Developer's engineer whether made on or off site to handle storm water drainage for each area of development.

Storm water drainage plans, and erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City. Developer shall submit a Notice of Intent (NOI) for storm water discharge associated with construction activity to KDHE and provide a copy of the submittal, and subsequent KDHE approval, to the City Storm Water Coordinator.

- Erosion and Sediment Control Guidelines and Specifications per Section 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
- Post Construction Storm Water Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*

- (f) **Solid Waste:** Collection for this subdivision shall be with individual poly carts. Residents shall be responsible for request for service.
- (g) **All utilities:** Utilities for **Arcos Addition, First Replat** will be placed either in the dedicated right-of-ways, alleys or easements described by separate instruments accepted for use by the Governing Body of City or in Public Utility Easements (PUE's) as indicated on the Final Plat pursuant to the approved on site infrastructure improvement plan.

3.2 Responsibility for funding and construction of the Infrastructure Improvements: Subject to the provisions herein contained, Developer agrees to assume and satisfy all applicable development costs pursuant to applicable policies of City, and to construct or install, or cause to be constructed or installed, all applicable infrastructure improvements in accordance with such policies.

- (a) *Engineering Fees.* Developer accepts responsibility for all engineering and surveying costs for all infrastructure improvements for the Property, whether such infrastructure improvements are constructed directly by Developer or by City through special assessment procedures. Neighborhood & Development Services shall inspect all utility and infrastructure installation and improvements. The Developer shall provide a bond to assure the payment of engineering fees incurred by City or Developer. Neighborhood & Development Services Director will agree to a third party engineering and inspection firm to provide inspections as required by the Neighborhood & Development Services Director.

Developer will pay City an amount equal to 3.0% of the construction cost of those improvements constructed at developer expense as stated in Section 70-2: 7.130, D of City Code. The total estimated construction cost of improvements will be \$192,882.30, as per the construction cost estimate submitted by Developer. Developer will pay City an amount equal to \$5,786.47.

- (b) *Design Standards.* All improvements, public and private, shall be designed in compliance with City's minimum design standards for construction and applicable state agencies. These shall include *streets with curb and gutter, sewer and storm drainage systems, water and wastewater systems, and electrical systems.*
- (c) *Plan Approval.* Construction of improvements shall not commence until the plans and specifications for construction have been approved by the Neighborhood & Development Services Director.
- (d) *Construction Contracts.* All contracts issued by Developer for infrastructure improvements constructed by direct cost of the Developer shall include the following:
- i. Performance and Payment Bond (1 year) and Statutory Bond, or other maintenance and payment guarantee acceptable and consented to by City.
- (e) *Water Lines.* Developer shall be responsible for the cost of the installation of water lines and providing approved fire hydrants at the approved spacing serving the **Arcos Addition, First Replat** subdivision, subject to City's obligation with respect to any required and approved oversizing.
- (f) *Sewer Lines.* Developer shall be responsible for the cost of the installation of sewer lines and manholes serving the **Arcos Addition, First Replat** subdivision, subject to City's obligation with respect to any required and approved oversizing.
- (g) *Electrical Lines.* Developer shall be responsible for the cost of the installation of electrical lines serving the **Arcos Addition, First Replat** subdivision, subject to City's obligation with respect to any required and approved oversizing.

- (h) The Developer shall be responsible for the cost of installation of gas lines, cable services and telephone lines, in accordance with the utility company's installation policy and City ordinances of a size adequate to service the approved Preliminary Plat as determined by the utility company.
- (i) *Payment Security:* In consideration for the foregoing, and in compliance with the requirement to provide evidence demonstrating financial capacity to satisfy the associated financial obligations for improvements to the Property. Developer may enter into one or more construction contracts to compete the work for the internal infrastructure improvements. Prior to the commencement of construction of the internal infrastructure improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the internal infrastructure improvements or part thereof, if such contract relates to less than all of the internal infrastructure improvements. If Developer serves as general contractor for the internal infrastructure improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

4. **Infrastructure dedication; operation; maintenance.** All infrastructure improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. City reserves right to inspect any/all construction at any time. Infrastructure improvements intended to become a part of City system shall, after approval by the Governing Body of the City in accordance with applicable laws, codes, ordinances, rules and regulations, be dedicated to City. Thereafter the acceptance of the dedication, City shall be solely responsible for the operation and maintenance of the infrastructure improvements, upon completion of the following:

- 4.1 Certification by Developer's engineer.
- 4.2 Developer shall provide a reproducible set of "As-Built" construction drawings and in digital format per Neighborhood & Development Services requirements for such infrastructure improvements and plat.
- 4.3 City maintenance responsibilities are subject to any contractor(s) maintenance bond obligations.

5. **Development rights.** Developer and City acknowledge and agree that upon recordation of the Final Plat, City shall not, unless requested by Developer, rescind or modify the approved zoning during the term of this Agreement.

6. **Representatives; default; cure period.**

- 6.1 Appointment of Representatives. City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be the City Manager, and the initial representative for Developer shall be **Victor Arcos** as identified by Developer from time to time in writing pursuant to Paragraph 7.1. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and the development of the Property pursuant to the Preliminary Plat, Final Plat.
- 6.2 Default; cure period. Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.

7. **Notices and filings.**

- 7.1 Manner of serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, or sent electronically by email, or by certified United States Mail, postage prepaid, return receipt requested, if to:

*City:*                   **Matthew C. Allen, City Manager**  
**City of Garden City**  
**301 N. 8<sup>th</sup> Street, P.O. Box 998**  
**Garden City, Kansas 67846**

*Developer:*           **Victor Arcos**  
**908 4<sup>th</sup> Avenue**  
**Dodge City, Kansas 67801**

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

- 7.2 Mailing Effective. Notices, filings, consents, approvals and communication given by email or mail shall be deemed delivered upon receipt, or seventy-two (72) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever first occurs.

8. **General.**

- 8.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 8.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- 8.3 Captions. The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 8.4 Adoption of Agreement. This Agreement shall be binding upon City only upon adoption of same by the Governing Body of City.
- 8.6 Successors. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
- 8.7 No Agency/Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between Developer and City.
- 8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- 8.9 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.
- 8.10 Good Standing; Authority. Each of the parties represents and warrants to the other that:
- (a) It is duly formed and validly existing under the laws of Kansas,
  - (b) It is duly qualified to do business in the State of Kansas and is in good standing under applicable state laws, and

(c) The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

8.11 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Kansas.

8.12 Recordation/Agreement To Run With The Land and Effect. This Agreement, except for exhibits identified and attached, shall be recorded in its entirety with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. **This Agreement shall constitute covenants that run with the land and are binding on successors in interest.** Exhibits “A” through “C” shall be available for review and inspection during normal business hours at:

**City of Garden City, Kansas  
Planning & Community Development Department  
301 N. 8<sup>th</sup> Street, P.O. Box 998  
Garden City, Kansas 67846**

8.13 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

8.14 Exhibits. The exhibits listed on the page immediately following the signature page are attached hereto and shall be deemed to have been incorporated herein by this reference with the same force and effect as is fully set forth in the body hereof.

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

**CITY OF GARDEN CITY:**

**By:** \_\_\_\_\_  
**Chris Law, MAYOR**

**ATTEST:**

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

**REVIEWED BY:**

\_\_\_\_\_  
Randall D. Grisell, CITY ATTORNEY

**DEVELOPER – Victor Arcos**

**By:** \_\_\_\_\_  
Victor Arcos



**NOTICE**

Public notice is hereby given that the City of Garden City, Kansas, a municipal corporation, has entered into a certain Development Agreement dated \_\_\_\_\_, **with Victor Arcos** therein described as “Developer”, covering and upon certain Property described as: **Arcos Addition, First Replat** according to the recorded plat thereof.

Said Development Agreement shall exist for a term of **Five (5) years**, subject to provisions therein contained with respect to extension of such agreement, and provides for the development of and provision for infrastructure improvement to such Property, in addition to various other covenants, terms and conditions.

A copy of said Development Agreement, together with exhibits attached thereto, is and will remain permanently on file in the offices of the City Clerk, and the Neighborhood & Development Services Department, of the City of Garden City, and shall there be available for inspection and copying during normal business hours.

Executed by authority of the City Council of the City of Garden City, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2016

**GARDEN CITY, KANSAS**

**By:** \_\_\_\_\_  
**Chris Law, MAYOR**

**ATTEST:**

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

STATE OF KANSAS            )  
  )     **Ss.**  
COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My appointment Expires: \_\_\_\_\_

## **EXHIBITS**

<b>Exhibit "A"</b>	<b>Legal Description – Arcos Addition, First Replat</b>
<b>Exhibit "B"</b>	<b>Preliminary Plat – Arcos Addition, First Replat</b>
<b>Exhibit "C"</b>	<b>Final Plat -- Arcos Addition, First Replat</b>

EXHIBIT A

Legal Description – Arcos Addition, First Replat

Lots One (1) and Two (2), Arcos Addition to Garden City, Finney County, Kansas







## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Public Utilities Director Muirhead  
**DATE:** May 17, 2016  
**RE:** Western Area Power Administration - Allocation Assignment Agreement

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### **ISSUE:**

The Governing Body is asked to consider and approve and authorize the Mayor and the City Clerk to execute the Firm Electric Contract, with the Kansas Municipal Energy Agency, for Garden City's allocation of electric power from the Western Area Power Administration.

### **BACKGROUND:**

The City of Garden City receives approximately 2.9 MW of firm power from the Western Area Power Administration (WAPA). This source of power supply is managed by the Kansas Municipal Energy Agency (KMEA) as is all of Garden City's power supply contracts.

The current contract with WAPA is set to expire on September 30, 2024 and WAPA would like to extend this agreement until September 30, 2054. This portion of power supply is currently the lowest cost energy supply that the City of Garden City has in its power supply portfolio, which amounted to \$288,000.00 in 2015.

### **ALTERNATIVE:**

1. Authorize the Mayor to sign and the City Clerk to execute the agreement.
2. Do not authorize the Mayor to sign and the City Clerk to execute the agreement.

### **RECOMMENDATION:**

Staff recommends alternative 1.

### **FISCAL NOTE:**

This expenditure is accounted for in the Wholesale Electric GL Code 068-412-5475.01 of \$17,697,000.00 in the 2016 budget.

### **ATTACHMENTS:**

Description	Upload Date	Type
FES Allotment and contract	5/11/2016	Backup Material



6300 West 95th Street  
Overland Park, Kansas 66212-1431

office: 913.677.2884  
fax: 913.677.0804

April 8, 2016

Dear KMEA WAPA Participants:

Your current Firm Electric Service (FES) Contract with KMEA for your Western Area Power Administration (WAPA) allocation is scheduled to expire on September 30, 2024. In order to provide continued service after your current contract expires, all KMEA WAPA participants executed a FES Allocation Assignment Agreement in 2015 which will provide your City a 30 year extension through September 30, 2054. The Assignment Agreements between your City, KMEA, and WAPA will become Exhibit D within your Hydro Pooling Agreement.

Included are (2) two agreements between KMEA and your City which will formally finalize and extend your WAPA allocation through 2054. At your earliest convenience, **please execute two originals of the enclosed agreements and mail them to KMEA.** Once KMEA receives the originals from all the WAPA participants, KMEA will execute the agreements and return one original to your City, which will include the fully executed agreement between KMEA & WAPA, Exhibit E in your agreement. Please note that Exhibit E is not included in your package.

Within the next few days, KMEA will electronically send a non-executed version of Exhibit E, to your City.

Please let us know if you have any questions.

Regards,

A handwritten signature in blue ink that reads 'Paul Mahlberg'. The signature is written in a cursive, flowing style.

Paul Mahlberg, KMEA  
General Manager

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**HYDRO POWER POOLING CONTRACT  
(LOVELAND AREA PROJECTS)**

**BETWEEN**

**KANSAS MUNICIPAL ENERGY AGENCY**

**AND**

**CITY OF GARDEN CITY, KANSAS**

**DATED AS OF \_\_\_\_\_**

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Exhibit A – KMEA Participants' Hydro Entitlement

Exhibit B – Class A Participants' Combined Hydro Entitlements (CROD & Energy)

Exhibit C – Formula to Allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Exhibit D – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement

Exhibit E – Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration, Rocky Mountain Region (Loveland Area Projects) and KMEA for firm electric service

Exhibit F – Points of Delivery

Exhibit G – City's Hydro Entitlement

**HYDRO POWER POOLING CONTRACT  
(LOVELAND AREA PROJECTS)  
BETWEEN  
KANSAS MUNICIPAL ENERGY AGENCY  
AND  
CITY OF GARDEN CITY, KANSAS**

THIS **HYDRO POWER POOLING CONTRACT (LOVELAND AREA PROJECTS)** is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **KANSAS MUNICIPAL ENERGY AGENCY**, a Kansas municipal energy agency, acting as the Participants' agent ("KMEA"), and the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation (the "City").

**WHEREAS**, pursuant to the Act, as defined herein, KMEA is empowered to make and enter into any contract or agreement necessary or incidental to the performance of its duties and the execution of its powers under the Act, including contracts for the purchase, sale, transmission or exchange of power and other energy with the United States or with other energy systems, either privately, cooperatively or publicly owned; and

**WHEREAS**, the Western Area Power Administration ("Western") is an agency of the United States Department of Energy ("DOE") and has made an allocation of hydroelectric power and energy to the City pursuant to the hereinafter defined Marketing Plan; and

**WHEREAS**, KMEA will execute the Power Sales Contract, with Western, under which KMEA will coordinate and pool the Hydro Entitlements of the Participants to hydroelectric power and energy from reservoir projects, constructed and operated by the United States Bureau of Reclamation, as such power and energy become available; and

**WHEREAS**, in order to effect deliveries of hydroelectric power and energy from the transmission system of Western to the transmission systems of SEC, MWE, KCPL, WESTAR and MKEC for ultimate use by the Participants, it is necessary to utilize certain transmission facilities owned and operated or controlled by SEC, NPPD or any other Transmission Provider and interconnections established and maintained by SEC, NPPD or any other Transmission Provider and Western pursuant to a firm transmission service contract in conjunction with the Power Sales Contract, and the hereinafter-defined Pooling Contracts; and

**WHEREAS**, to implement this administrative, coordinating and pooling process, KMEA will enter into a Hydro Power Pooling Contract with each of the Participants, including this Pooling Contract with the City, under the terms of which certain Class A Participants have been provided the opportunity (as illustrated by *Exhibit C* hereto) to utilize not only their individual Hydro Entitlements but also to share in the Assigned Hydro Entitlements (as defined herein) of the Class B Participants which cannot economically or practically utilize their Hydro Entitlements; and the Class B Participants will, under the terms of their respective Pooling Contracts with KMEA, agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool (as hereinafter defined) and to the use of the Class A Participants in consideration of the creation of the Class B Participants Escrow Fund as hereinafter specified;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto mutually contract and agree as follows:

**Section 1. Definitions.** In addition to the definitions contained in the Power Sales Contract, which are incorporated herein by reference, as used herein and in the Exhibits attached hereto, the terms set forth below shall have the meanings hereinafter given. Except where the context otherwise requires, definitions importing the singular number shall include the plural number and vice versa, and definitions and other terms importing persons shall include firms, associations, corporations, districts, agencies and bodies.

"Act" means K.S.A. 12-885 through K.S.A. 12-8,111, inclusive, as amended.

"Assigned Hydro Entitlements" means the Hydro Entitlements originally allocated to Class B Participants, and which are temporarily assigned by such Class B Participants to the KMEA Hydro Power Pool.

"Bank" means a trustee bank, authorized to do business in the State of Kansas, as designated by KMEA pursuant to *Section 6* hereof.

"Capacity Charge" means, at any given time, the Capacity Charge then specified in Western's Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"City" means the City of Garden City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and which is initially designated as a Class A Participant hereunder.

"Class A Participants" means certain municipal corporations of Kansas which have Hydro Entitlements and which will utilize such Hydro Entitlements and which may also utilize Assigned Hydro Entitlements assigned by Class B Participants.

"Class B Participants" means certain municipal corporations of Kansas which have Hydro Entitlements which will not be immediately utilized and which may allow such Hydro Entitlements (i.e., the Assigned Hydro Entitlements) to be used by Class A Participants.

"Class B Participants Escrow Agreement" means the escrow agreement, as amended from time to time, between a Bank, KMEA and Class B Participants, referred to in *Section 6* herein.

"Class B Participants Escrow Fund" means that certain escrow fund created pursuant to the KMEA Class B Participants Escrow Agreement.

"Class C Participants" means Class B Participants which have determined to utilize their Hydro Entitlements pursuant to *Section 4(d)* hereof.

"Combined Hydro Entitlement" means the sum of a particular Class A Participant's Hydro Entitlement plus its reservation (if any) of a portion of the Assigned Hydro Entitlements of the Class B Participants, as summarized on *Exhibit B* to this Pooling Contract. Combined Hydro Entitlements are calculated by using the figures and formula set forth on *Exhibit C* hereto, and adding to the product of the formula the Hydro Entitlement of the Class A Participant.

"Commission" means the Corporation Commission of the State of Kansas.

"Contract Rate of Delivery" (CROD) means the maximum amount of capacity KMEA is entitled to receive in each Summer Season and each Winter Season as set forth in *Exhibits A and D* of the Power Sales Contract.

"Contract Year" means the twelve (12) month calendar period from October 1 of any year through September 30 of the subsequent year; *provided, however*, that the first Contract Year shall begin on the effective date of the Pooling Contracts and the Power Sales Contract, and shall end on the next succeeding September 30.

"Delivery Points" means the locations set forth on *Exhibit A* to the Power Sales Contract and *Exhibit E* to this Pooling Contract for transmission to, and use by, the Class A and Class C Participants.

"Energy Charge" means, at any given time, the Energy Charge specified in the then-effective Western Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"Hydro Energy" means the allocated hydroelectric energy to be made available by Western and to be purchased and received by KMEA during each Contract Year as set forth on *Exhibits A and D* to the Power Sales Contract.

"Hydro Entitlements" means the allocations by Western to the individual Participants of hydroelectric power and energy as set forth on *Exhibits A and B* to this Pooling Contract and made a part hereof.

"Hydro Power" means the sum of the Hydro Entitlements of the Participants as set forth on *Exhibits A and B* hereto and to which the per-kilowatt Capacity Charge shall apply.

"Hydro Power Pool" means the conglomeration of Class A Participants, Class B Participants and Class C Participants and their respective Hydro Entitlements and Combined Hydro Entitlements and other agreements and obligations under and pursuant to the Pooling Contracts.

"KCPL" means Kansas City Power & Light Company, its successors and assigns.

"KMEA" means Kansas Municipal Energy Agency, its successors and assigns, acting hereunder as the Participants' agent, in accordance with and pursuant to the Act.

"LAO Power Project" means the projects described in the Power Sales Contract and the Pooling Contracts administered by KMEA.

"Marketing Initiative" means Western's LAP Final 2025 Power Marketing Initiative (2025 PMI) published in the Federal Register on December 30, 2013 (78 FR 79444), as administered by Western's Loveland Area office.

"MKEC" means Mid-Kansas Electric Company, LLC, its successors and assigns.

"Month" means a calendar month.

"Monthly Capacity" means the monthly firm capacity Western is committed to supply and KMEA is entitled to receive under the Power Sales Contract based upon KMEA's seasonal capacity entitlements.

"Monthly Energy" means the quantity of monthly firm energy, expressed in kilowatt hours, Western is committed to supply under the Power Sales Contract based upon KMEA's seasonal energy allocations.

"MWE" means Midwest Energy, Inc., its successors and assigns.

"NPPD" means Nebraska Public Power District, its successors and assigns.

"Participants" means the collective Class A Participants, Class B Participants and Class C Participants, including the City.

"Pooling Contract" means this Hydro Power Pooling Contract (Loveland Area Projects).

"Pooling Contracts" means the Hydro Power Pooling Contracts (Loveland Area Projects), including this Pooling Contract, between KMEA and the individual Participants.

"Power Sales Contract" means Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration (Loveland Area Projects) and KMEA for firm electric service, attached hereto as *Exhibit E*.

"SEC" means Sunflower Electric Power Corporation, its successors and assigns.

"Support Energy" means non-federal energy purchased from Western on a pass-through cost basis at KMEA's request as set forth in *Section 9* of the Power Sales Contract.

"Transmission Provider" means any FERC-recognized entity authorized to provide transmission-related services.

"Uncontrollable Force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, any action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, or the occurrence of any disruption in transmission, either actual or threatened, by a Transmission Provider, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission's Uniform System of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

"WESTAR" means Westar Energy, Inc., its successors and assigns.

"Western" means the Western Area Power Administration of the United States Department of Energy.

"Working Capital Payment" means the total amount required to be paid by Class A Participants under the provisions of *Section 6(c)* of this Pooling Contract, as may be adjusted from time to time by KMEA, all in accordance with *Section 6* of this Pooling Contract.

**Section 2. Effective Dates; Termination.** In accordance with *Section 15* of the Power Sales Contract, each Participant hereby agrees, upon execution hereof, to immediately develop and implement the plan required by *Section 15* of the Power Sales Contract. KMEA agrees to aid with data collection plan formulation and submittal on behalf of the Participants. All other provisions of this Pooling Contract shall become effective as of the date when Hydro Power becomes available under the Power Sales Contract. This Pooling Contract shall continue in force and effect until midnight, September 30, 2054, or for such longer or extended period as shall be mutually agreed, unless otherwise terminated at an earlier date pursuant to *Section 8* hereof.

### **Section 3. Delivery Points.**

(a) The nominal Delivery Points for Hydro Power, Hydro Energy and Support Energy sold, delivered and received under the Pooling Contracts shall be as set forth on *Exhibit F* hereto.

(b) Each Participant understands and agrees that KMEA's obligation under the Pooling Contracts is satisfied with delivery of Hydro Power, Hydro Energy and Support Energy at the Delivery Points, and that the individual Participants are responsible for the transmission study costs and any associated transmission upgrade costs to facilitate the delivery of Hydro Power. KMEA is responsible for arranging the transmission of such purchased and received power and energy from the Delivery Points to the City's system; provided, however, the Participants' rights and responsibilities are subject to the provisions of the Power Sales Contract.

### **Section 4. Pooling of Hydro Entitlements.**

(a) The Participants (including the City) agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool. The Class A Participants shall thereafter have, during each Month, contractual rights to receive their original Hydro Entitlements, and shall pay for the same in accordance herewith, and to reserve, receive and pay for the portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), all as set forth on *Exhibit B* hereto and made a part hereof. If any Class A Participant shall thereafter desire to relinquish any Assigned Hydro Entitlements which it is entitled to receive, such Class A Participant shall so notify KMEA, in writing, at least ten (10) months in advance of October 1 of the Contract Year to which such relinquishment is to apply. In the event of any such desired relinquishment by a Class A Participant, KMEA shall first offer to transfer the relinquished part of such Assigned Hydro Entitlement to other Class A Participants (1) based upon the other Class A Participants' Combined Hydro Entitlements, and (2) by utilizing the formula set forth on *Exhibit C* hereto. The Class A Participants which have decided not to reserve, receive and pay for any portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), as indicated on *Exhibit B* hereto, shall not be eligible to receive such Assigned Hydro Entitlements until after all other Class A Participants decline the initial offer thereof made by KMEA under this subsection (a). Any Assigned Hydro Entitlements which are declined by the eligible Class A Participants shall thereafter be reoffered to all remaining Class A Participants, by using the formula set forth on *Exhibit C* hereto (including the reoffered, relinquished part of any "Total Class B Participants' Allocations"); *provided, however*, that the "Additional Power Request" (as set forth on *Exhibit C* hereto) of a previously ineligible Class A Participant may not exceed the relinquished part of the Assigned Hydro Entitlement which has been so reoffered to the Class A Participants. Such reoffering shall be repeated until such Assigned Hydro Entitlement has been accepted and reserved in full or until all Class A Participants have declined to take any additional portion of such Assigned Hydro Entitlement. If after such reoffering, Assigned Hydro Entitlements have not been accepted and reserved in full, KMEA shall thereafter offer such remaining Assigned Hydro Entitlements to any Class C Participants in the same manner set forth above. Notwithstanding any provision contained herein, the Class A Participant desiring to relinquish any Assigned Hydro Entitlements shall remain liable for payment therefor, except that the obligation of such Class A Participant to pay KMEA shall be reduced to the extent that payments shall be received by KMEA for all or any part of such Assigned Hydro Entitlements which are voluntarily accepted by and transferred to other Class A or Class C Participants pursuant to this subsection (a). Further notwithstanding any provision contained herein (including the formula set forth on *Exhibit C* hereto), KMEA may, by consent of all Participants, transfer any relinquished part of the Assigned Hydro Entitlement in a manner other than as provided herein.

(b) The Assigned Hydro Entitlements which have been transferred to other Class A Participants pursuant to subsection (a) above shall become a part of and shall be added to the Combined Hydro Entitlement of each Class A Participant accepting such Assigned Hydro Entitlement.

(c) The parties hereto expressly understand that, pursuant to the Power Sales Contract, Western has the sole right to allocate, reduce, reallocate or otherwise transfer, assign or dispose of any and all quantities of Hydro Power and Hydro Energy made available to KMEA, acting as agent for the Participants, including Combined Hydro Entitlements of Class A Participants which are unable to arrange transmission from the Delivery Points to the Participant's system.

(d) In the event that a Class B Participant desires to utilize its Hydro Entitlement (which it has theretofore temporarily assigned to the KMEA Hydro Power Pool as set forth herein), such Class B Participant shall so notify KMEA, in writing, at least eighteen (18) months in advance of the date (which shall be the first day of a Month) to which such desired utilization is to apply. Such Participant shall thereupon be deemed a Class C Participant for purposes of this Pooling Contract. Any reduction in the Class A Participants' Combined Hydro Entitlements, resulting from a Class B Participant's utilization, as set forth in this subsection, shall be determined and applied to the Class A Participants pro rata by utilizing the formula set forth on *Exhibit C* hereto. Such Class C Participant, upon notification from KMEA, shall be obligated to make payments as specified in *Section 6(a) and (c)* of its Pooling Contract.

(e) Western will provide to the extent it is able to do so, at KMEA's request, Support Energy on a pass-through basis in accordance with *Section 9* of the Power Sales Contract. In order to be eligible for such Support Energy, Class A and Class C Participants shall notify KMEA of their respective intentions to purchase Support Energy and shall, if required by KMEA, enter into a written agreement therefor, *provided*, that such Class A and Class C Participant's purchase of Support Energy, together with such Class A and Class C Participant's purchase of Hydro Energy shall not exceed such Class A and Class C Participant's Combined Hydro Entitlement in any single hour period.

#### **Section 5. Scheduling Agent.**

KMEA shall act as Scheduling Agent in scheduling the quantities of Hydro Energy and Support Energy purchased by KMEA on behalf of the Participants during each Contract Year.

#### **Section 6. Rates and Charges.**

(a) The rates to be paid by the Class A Participants for Hydro Power, Hydro Energy and Support Energy shall consist of the Capacity Charge, the Energy Charge and any other applicable charges specified in, and assessed by Western against KMEA on behalf of the Participants pursuant to, Western's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Power. The quantities of Hydro Energy and Support Energy (if any) furnished to any Class A Participant under its Pooling Contract during any Month shall, for billing purposes, be considered to be the quantities of Hydro Energy and Support Energy (if any) scheduled by KMEA at the Delivery Points under such Pooling Contract during such Month. KMEA shall provide to all Participants timely notification of any revisions in such rates and/or terms and conditions of Western in providing such services, by mailing a copy of the revised Western Rate Schedule to each Participant. KMEA shall appoint the Bank, in accordance with the terms hereof, which shall be a corporation with trust powers authorized to do business in the State of Kansas, and organized under the banking laws of the United States or the State of Kansas and shall have at the time of appointment capital and surplus of not less than \$5,000,000. The Bank may resign or may be removed by KMEA in the same manner and subject to

the provisions relating to the Escrow Trustee as set forth in *Section 15* of the KMEA Class B Participants Escrow Agreement.

(b) In addition to the charges set for in *Section 6(a)*, each Class A Participant shall be required to pay each Month, (1) a monthly assessment based on the annual budgeted administrative expenses of KMEA attributed to the LAO Power Project (subject to change in accordance with KMEA's subsequent overall annual budgets during the term of the Pooling Contracts), based upon each Class A Participant's Combined Hydro Entitlement, plus (2) a ten percent (10%) surcharge on the Assigned Hydro Entitlements received by such Class A Participant, plus (3) all related transmission costs, study costs, fees and security deposits.

(c) Each Class A Participant shall pay its respective Working Capital Payment as notified by KMEA, taking into account all items specified in subsections (a) and (b) of this *Section 6*. In computing such Working Capital Payment, the amount of Hydro Power shall be determined by reference to the Class A Participant's Combined Hydro Entitlement; the amount of Hydro Energy shall be determined by using the maximum Monthly delivery rate set forth in *Exhibit C* hereto; the amount of Support Energy shall be an estimated maximum delivery rate as determined by KMEA; and the administrative expenses shall be in accordance with subsection (b) of this *Section 6*. The Working Capital Payments by the Class A Participants, as required by this *Section 6(c)*, shall be made into a separate trust account, designated as the KMEA LAO Power Project Account at the Bank; to be established by KMEA prior to the date when payments into such trust account become due, and such moneys shall constitute and be collectively utilized as cash working capital for the KMEA Hydro Power Pool as may be utilized for any lawful purpose contemplated in the LAO Power Project. Any investment income earned by the Bank on such cash working capital and any funds remaining in the KMEA LAO Power Project Account shall be annually credited pro rata to the Class A Participants based upon the respective ratios which each Class A Participant's contribution to such cash working capital bears to the total contributions thereto of all Class A Participants. KMEA may adjust the amount of Working Capital Payments from time to time to reflect any lawful costs of KMEA and shall notify Class A Participants of any such adjustment no later than twenty (20) days before such adjusted Working Capital Payment is due.

(d) KMEA may charge the Class B Participants Escrow Fund: (1) an annual administrative assessment in an amount based on KMEA's annual budget requirements; plus (2) all administrative expenses incurred in connection with the administration of the KMEA Class B Participants Escrow Agreement. Such charges may include advances made by KMEA to establish and maintain the Class B Participants Escrow Fund prior to the initial deposit of moneys into said Class B Participants Escrow Fund.

(e) KMEA shall transfer, on an annual calendar year basis, within thirty (30) days after completion of KMEA's annual audit as required by *Section 11* hereof, an amount consisting of the 10% surcharge specified in subsection (b)(2) above, plus any and all investment income thereon, and such amount shall be deposited in the Class B Participants Escrow Fund and shall be administered in accordance with the terms and provisions of the KMEA Class B Participants Escrow Agreement.

## **Section 7. Payment of Bills.**

(a) KMEA has established a Monthly schedule of billing which is based on and coordinated with the scheduling and delivery of, and billing by Western for, Hydro Power, Hydro Energy and Support Energy and other related charges under the Power Sales Contract. The Class A Participant City shall pay for Hydro Power, Hydro Energy and Support Energy and for other charges specified hereunder at the Bank within twenty (20) days after the bill therefor is mailed to the City; *provided, however*, that, if said payment due date is a Sunday or a legal holiday in the State of Kansas, the next following business day shall be the day on which such payment shall be due.

(b) KMEA shall collect reasonable and legally permissible delinquency and default charges, and shall devise and maintain a system of accounts and credits which will ensure that no Participant directly or indirectly derives a benefit from its own subsequent payment of a delinquent or defaulted amount. Remittances received by mail will be accepted without assessment of any late payment charge if the postmark indicates that the payment was mailed on or before the twentieth (20th) day after the date the bill was mailed.

(c) In the event that the City desires to dispute all or any part of a bill, the City shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify KMEA in writing of the ground(s) on which any amount in the bill is disputed and the total amount in dispute. The City will not be entitled to any adjustment on account of any disputed amount which is not brought to the attention of KMEA in the manner herein specified. Any proper adjustment shall be made for the time period for which it can be established that a billing error took place, but in no event shall the adjustment period extend beyond sixty (60) days prior to the date of the disputed bill.

## **Section 8. Default in Payment by a Participant.**

(a) KMEA may, whenever any amount due from any Participant remains unpaid after the due date, take any steps available to it under applicable law to collect such amount.

(b) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) days after the due date, suspend the delivery of such Class A Participant's Assigned Hydro Entitlement until the amount due has been paid. During any such suspension, KMEA shall be entitled, and is hereby given the right, to offer pro rata (based upon Combined Hydro Entitlements) and dispose of such Class A Participant's Assigned Hydro Entitlement to the other non-defaulting Class A and Class C Participants, *provided, however*, that Class C Participants shall not be eligible to receive such Assigned Hydro Entitlements unless all other non-defaulting Class A Participants have theretofore refused such Assigned Hydro Entitlements. If all of the non-defaulting Class A and Class C Participants refuse such Assigned Hydro Entitlements, KMEA, in its sole discretion, may either (1) request Western to accept such Assigned Hydro Entitlements, or (2) require any or all of the non-defaulting Class A Participants to receive such Assigned Hydro Entitlements, up to such Participants' respective load limits.

(c) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) or more days after the due date, and after giving ten (10) days' advance notice in writing of its intention to do so, terminate the Class A Participant's right to its Assigned Hydro Entitlement, *provided, however*, that if such default is remedied within such ten (10) day notice period, the Class A Participant's right to its Assigned Hydro Entitlement shall not be terminated. If such Class A Participant fails to fully remedy such default and to otherwise pay all amounts due hereunder, as determined by KMEA, such Class A Participant shall be deemed to be in default hereunder and this

Pooling Contract shall be terminated. Upon such termination, such Class A Participant's Hydro Entitlement shall revert to Western and such Class A Participant's further entitlements, if any, shall be subject to action by Western, all in accordance with *Section 5.6* of the Power Sales Contract.

(d) Nothing herein shall be construed to relieve any Class A Participant from liability for payment for Hydro Power, Hydro Energy, Support Energy, or other services furnished hereunder.

(e) Upon any default by any Participant hereunder, KMEA shall promptly notify Western in writing of such default.

**Section 9. Other Default.** In the event of any default by KMEA or the City under any covenant, agreement or obligation of this Pooling Contract, the other party may bring any suit, action or proceeding, at law or in equity, including mandamus, injunction and action for specific performance, or may file a complaint with the Commission, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Pooling Contract against the defaulting party; *provided, however*, that in no event shall the City be entitled to institute any action for, or to directly or indirectly recover, any damages from KMEA.

**Section 10. Uncontrollable Force.** If, by reason of any Uncontrollable Force, either of the parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this Pooling Contract, other than the obligations of the City to make the payments required under the terms of this Pooling Contract, then, if such party shall give notice and the full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event or cause specified, the obligation of the party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Section 11. Records and Accounts.** KMEA shall keep accurate records and accounts of KMEA Hydro Power Pool operations in accordance with, or so as to permit conversion to, the Uniform System of Accounts. The City shall have the right, at any reasonable time, to examine such accounts at the principal office of KMEA. KMEA shall cause such accounts to be audited annually by a firm of independent certified public accountants, and shall supply copies of such audits to the City. KMEA shall keep a record of the Participants as set forth on *Exhibit A* hereto, and shall modify all other Exhibits attached hereto as needed and provide written copies of such modifications to the Participants and to Western. All parties hereto expressly agree that such modifications, resulting from changes in the designation of any Participant, shall not require the consent of all parties hereto, and shall not alter or amend the provisions hereof, *provided, however*, that KMEA may nonetheless require any Participant whose designation has changed to execute appropriate written instruments which may, *inter alia*, confirm such changes in Participant designation and ratify the provisions hereof.

**Section 12. Information.** KMEA and the City will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Pooling Contract, plus furnishing information requested by Western, and information required by the Marketing Initiative, and as may be otherwise reasonably necessary in the conduct of the operations of the party requesting such information.

**Section 13. Amendment.** Except as expressly provided herein, neither this Pooling Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing executed by each party to this Pooling Contract. KMEA may not amend the terms of any Pooling Contract without the express written consent of a majority of the Participants. The parties hereto agree to submit any proposed amendments or supplements to Western, which shall review such amendments or supplements for consistency with its Marketing Initiative and Reclamation laws.

**Section 14. Relationship to and Compliance with Other Instruments.**

(a) It is recognized by the parties hereto that KMEA must comply with the requirements of the Power Sales Contract, any firm transmission service contract, and of all necessary licenses, permits and regulatory approvals (including those of the Commission), and it is therefore agreed that this Pooling Contract is made subject to the terms and provisions of the Power Sales Contract, any firm transmission service contract, and all such licenses, permits and regulatory approvals. In this regard, and in recognition of the national and Western goals (1) to conserve and to promote conservation of domestic fossil fuels, (2) to reduce fuel imports, and (3) to develop solar and other renewal energy resources, KMEA has agreed under the terms of the Power Sales Contract, and the City hereby expressly agrees under this Pooling Contract to comply with the terms, conditions and provisions of the Power Sales Contract and the Marketing Initiative, as from time to time requested by Western, with respect to the parties' conservation activities.

(b) It is further the intent of KMEA and the Participants that the provisions of the Pooling Contracts be fully consistent with those of the Power Sales Contract and any firm transmission service contract; therefore, in the event of any inconsistency between the Pooling Contracts and any or all of the Power Sales Contract or any firm transmission service contract, the provisions of the Power Sales Contract or such firm transmission service contract shall be controlling.

(c) It is further expressly understood by the parties hereto that KMEA is acting hereunder, and with respect to the LAO Power Project, as the Participants' agent, in accordance with and subject to the provisions, conditions and limitations of the Act.

**Section 15. Assignment.** This Pooling Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto; *provided, however*, that neither this Pooling Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent, in writing, (a) of the other party hereto, which consent shall not be unreasonably withheld, and (b) if and as necessary, of Western.

**Section 16. Notices.** Any notice, demand or request, required or authorized to be given by this Pooling Contract, shall be properly given if mailed, postage prepaid, to: (a) KMEA at 6300 W. 95<sup>th</sup> Street, Overland Park, KS 66212, Attention: General Manager, and (b) to the City at: 301 N. 8<sup>th</sup> St P.O. Box 998 Garden City, Kansas 67846, Attention: City Clerk. The foregoing addresses may be changed by similar notice at any time.

**Section 17. Waivers.**

(a) Any waiver at any time by either party hereto of its rights with respect to a default or any matter arising in connection with this Pooling Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

(b) The failure of either party hereto to enforce, at any time, any of the provisions of this Pooling Contract, or to require at any time performance by the other party hereto of any of the provisions hereof, shall not be construed to be a waiver of such provisions or in any way to affect the validity of this Pooling Contract, or the right of such party thereafter to enforce each and every provision hereof.

**Section 18. Severability.** In the event that any of the terms, covenants or conditions of this Pooling Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person(s)

or circumstance(s) by any court having jurisdiction, the remainder of this Pooling Contract and the application of its terms, covenants or conditions to such person(s) or circumstance(s) shall not be affected thereby.

**Section 19. Applicable Law.** This Pooling Contract shall be governed by, and be construed in accordance with, the laws of the State of Kansas.

**IN WITNESS WHEREOF**, the parties hereto have caused this Hydro Power Pooling Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

**KANSAS MUNICIPAL ENERGY AGENCY**

(SEAL)

By \_\_\_\_\_  
President

ATTEST:

By \_\_\_\_\_  
Secretary

**CITY OF GARDEN CITY, KANSAS**



(SEAL)

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A**

**KMEA Participants' Hydro Entitlements**

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		WINTER (kW)	SUMMER (kW)	WINTER (kWh)	SUMMER (kWh)
Arcadia*	14-RMR-2574	60	60	99,369	108,703
Arma	14-RMR-2575	344	384	518,342	628,090
Ashland	14-RMR-2576	303	406	446,681	657,990
Baldwin City	14-RMR-2577	462	520	773,731	954,278
Belleville	14-RMR-2578	287	441	1,160,598	1,491,059
Beloit	14-RMR-2579	1,334	1,519	1,960,378	2,455,919
Burlingame	14-RMR-2580	254	280	425,455	510,807
Cawker City	14-RMR-2581	142	175	208,388	282,821
Centralia	14-RMR-2582	92	94	153,396	170,269
Chapman	14-RMR-2583	114	157	166,042	252,162
Cimarron	14-RMR-2584	744	950	1,118,377	1,554,727
Colby	14-RMR-2585	1,579	1,672	2,322,160	2,705,070
Dighton*	14-RMR-2586	308	335	517,108	611,814
Enterprise	14-RMR-2587	123	148	205,492	269,352
Eudora	14-RMR-2588	465	605	678,031	976,750
Garden City	14-RMR-2589	1,930	2,298	2,816,233	3,704,803
Gardner	14-RMR-2590	591	699	989,837	1,281,349
Garnett	14-RMR-2591	719	893	1,204,012	1,637,279
Glasco	14-RMR-2592	139	177	204,528	286,668
Glen Elder	14-RMR-2593	120	144	175,585	231,836
Goodland	14-RMR-2594	827	964	1,206,087	1,554,241
Herington*	14-RMR-2595	688	738	1,152,881	1,352,535
Hill City*	14-RMR-2596	478	573	799,780	1,051,437
Holton	14-RMR-2597	803	940	1,343,901	1,721,932
Horton	14-RMR-2598	213	268	311,218	431,662
Jetmore	14-RMR-2599	201	280	301,817	458,186
Lakin	15-RMR-2664	408	432	599,112	698,392
Lincoln	15-RMR-2665	166	408	243,118	660,876
Lindsborg	15-RMR-2666	685	897	1,007,202	1,452,580

**Exhibit A**

**KMEA Participants' Hydro Entitlements**

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		<u>WINTER</u>	<u>SUMMER</u>	<u>WINTER</u>	<u>SUMMER</u>
		(kW)		(kWh)	
Lucas	15-RMR-2667	113	135	165,937	218,368
Mankato	15-RMR-2668	286	322	420,633	522,352
Meade	15-RMR-2669	212	307	310,723	493,722
Norton	15-RMR-2670	891	1204	1,310,135	1,950,883
Oberlin	15-RMR-2671	514	624	756,366	1,010,072
Osage City	15-RMR-2672	630	757	1,057,369	1,388,128
Osawatomic	15-RMR-2673	742	852	1,243,567	1,559,358
Osborne	15-RMR-2674	503	567	738,037	918,685
Ottawa	15-RMR-2675	2,463	3,042	4,124,320	5,573,676
Pomona	15-RMR-2676	169	217	254,634	355,544
Russell	15-RMR-2677	4,947	4,985	7,442,376	8,157,015
Saint Francis	15-RMR-2678	392	413	574,994	667,610
Seneca	15-RMR-2679	575	650	963,789	1,191,885
Sharon Springs	15-RMR-2680	263	262	385,901	425,193
Stockton	15-RMR-2681	359	430	527,720	696,469
Troy	15-RMR-2682	101	118	149,524	190,933
Wamego	15-RMR-2683	776	861	1,299,523	1,577,636
Washington*	15-RMR-2684	315	381	527,720	697,431
<b>TOTALS:</b>		<b>28,830</b>	<b>33,584</b>	<b>45,362,127</b>	<b>57,748,547</b>

\* WAPA "B" Cities as of January 1, 2016

## Exhibit B

### Class A Participants' Combined Hydro Entitlements & Class C CROD (kW)

City	Summer Capacity				Winter Capacity			
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Arma			384	384			344	344
Ashland	406	59		465	303	51		354
Baldwin City			520	520			462	462
Belleville	441	188		629	287	165		452
Beloit	1,519	163		1,682	1,334	145		1,479
Burlingame			280	280			254	254
Cawker City	175	45		220	142	40		182
Centralia			94	94			92	92
Chapman	157			157	114			114
Cimarron	950	67		1,017	744	65		809
Colby	1,672	178		1,850	1,579	160		1,739
Enterprise			148	148			123	123
Eudora			605	605			465	465
Garden City	2,298			2,298	1,930			1,930
Gardner			699	699			591	591
Garnett			893	893			719	719
Glasco	177	45		222	139	40		179
Glen Elder	144	45		189	120	39		159
Goodland			964	964			827	827
Holton			940	940			803	803
Horton			268	268			213	213
Jetmore	280			280	201			201
Lakin			432	432			408	408
Lincoln	408	44		452	166	35		201
Lindsborg	897	171		1,068	685	162		847
Lucas	135	16		151	113	14		127
Mankato	322	69		391	286	62		348
Norton	1,204	130		1,334	891	112		1,003
Meade	307			307	212			212
Oberlin	624	348		972	514	304		818
Osage City			757	757			630	630
Osawatomie			852	852			742	742
Osborne	567	62		629	503	54		557
Ottawa			3,042	3,042			2,463	2,463
Pomona	217			217	169			169
Russell	4,985			4,985	4,947			4,947
St. Francis	413	271		684	392	238		630

## Exhibit B

### Class A Participants' Combined Hydro Entitlements & Class C CROD (kW)

City	Summer Capacity				Winter Capacity			
	Class	Class	Class	Total	Class	Class	Class	Total
	A	B	C	Summer CROD	A	B	C	Winter CROD
Seneca			650	650			575	575
Sharon								
Springs	262	139		401	263	123		386
Stockton	430	47		477	359	40		399
Troy			118	118			101	101
Wamego			861	861			776	776
Totals	18,990	2,087	12,507	33,584	16,393	1,849	10,588	28,830

**Exhibit B cont.**

**Class A Participants' Combined Hydro Entitlements & Class C  
Total Energy (kWh)**

City	Summer Energy			Winter Energy			Total Winter Energy
	Class A	Class B	Class C	Class A	Class B	Class C	
Arma			628,090			518,342	518,342
Ashland	657,990	106,222		446,681	85,357		532,038
Baldwin City			954,278			773,731	773,731
Belleville	1,491,059	354,018		1,160,598	287,360		1,447,958
Beloit	2,455,919	287,227		1,960,378	231,882		2,192,260
Burlingame			510,807			425,455	425,455
Cawker City	282,821	86,916		208,388	70,274		278,662
Centralia			170,269			153,396	153,396
Chapman	252,162			166,042			166,042
Cimarron	1,554,727	116,034		1,118,377	96,115		1,214,492
Colby	2,705,070	316,300		2,322,160	255,889		2,578,049
Enterprise			269,352			205,492	205,492
Eudora			976,750			678,031	678,031
Garden City	3,704,803			2,816,233			2,816,233
Gardner			1,281,349			989,837	989,837
Garnett			1,637,279			1,204,012	1,204,012
Glasco	286,668	86,931		204,528	70,290		274,818
Glen Elder	231,836	86,577		175,585	70,145		245,730
Goodland			1,554,241			1,206,087	1,206,087
Holton			1,721,932			1,343,901	1,343,901
Horton			431,662			311,218	311,218
Jetmore	458,186			301,817			301,817
Lakin			698,392			599,112	599,112
Lincoln	660,876	75,230		243,118	59,192		302,310
Lindsborg	1,452,580	319,212		1,007,202	279,122		1,286,324
Lucas	218,368	28,567		165,937	23,184		189,121
Mankato	522,352	130,584		420,633	106,591		527,224
Norton	1,950,883	228,593		1,310,135	182,684		1,492,819

**Exhibit B cont.**

**Class A Participants' Combined Hydro Entitlements & Class C  
Total Energy (kWh)**

City	Summer Energy				Winter Energy			
	Class A	Class B	Class C	Total Summer Energy	Class A	Class B	Class C	Total Winter Energy
Meade	493,722			493,722	310,723			310,723
Oberlin	1,010,072	646,877		1,656,949	756,366	516,058		1,272,424
Osage City			1,388,128	1,388,128			1,057,369	1,057,369
Osawatomie			1,559,358	1,559,358			1,243,567	1,243,567
Osborne	918,685	107,811		1,026,496	738,037	86,663		824,700
Ottawa			5,573,676	5,573,676			4,124,320	4,124,320
Pomona	355,544			355,544	254,634			254,634
Russell	8,157,015			8,157,015	7,442,376			7,442,376
St. Francis	667,610	506,718		1,174,328	574,994	406,335		981,329
Seneca			1,191,885	1,191,885			963,789	963,789
Sharon Springs	425,193	258,554		683,747	385,901	206,164		592,065
Stockton	696,469	79,549		776,018	527,720	63,553		591,273
Troy			190,933	190,933			149,524	149,524
Wamego			1,577,636	1,577,636			1,299,523	1,299,523
<b>TOTALS:</b>	<b>31,610,610</b>	<b>3,821,920</b>	<b>22,316,017</b>	<b>57,748,547</b>	<b>25,018,563</b>	<b>3,096,858</b>	<b>17,246,706</b>	<b>45,362,127</b>

## Exhibit C

### Formula to Re-allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Total energy is calculated by adding both the Summer and Winter Seasons as follows:

$X = \text{New Class C Cities Summer Energy} / \text{Total Class B Summer Energy}$

$\text{New B Cities Summer allocation} = (1 - X) * \text{Existing B Cities Summer allocations}$

+

$Y = \text{New Class C Cities Winter Energy} / \text{Total Class B Winter Energy}$

$\text{New B Cities Winter allocation} = (1 - Y) * \text{Existing B Cities Winter allocations}$

=

Total Energy

---

KMEA reserves the right to adjust such additional or reduced Allocations to the nearest MW in order to facilitate transmission.

**Exhibit D**

**Western Area Power Administration  
Rocky Mountain Region (RMR)  
Loveland Area Projects – 2025 Power Marketing Initiative  
Firm Electric Service Allocation Assignment Agreement**

---

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**Western Area Power Administration  
Rocky Mountain Region (RMR)  
Loveland Area Projects – 2025 Power Marketing Initiative  
Firm Electric Service Allocation Assignment Agreement**

**AGREEMENT NUMBER AND EFFECTIVE DATE:**

(To be completed and assigned by Western)

Agreement No.	14-RMR-2589	Effective Date:	JUL 17 2015
---------------	-------------	-----------------	-------------

**ORIGINAL ALLOCATION HOLDER ("ALLOTTEE"):**

(To be completed by ALLOTTEE)

Company/Municipality Name:	City of Garden City		
Type of Organization:	Municipal		
Street Address:	301 N. 8 <sup>th</sup> Street	Point of Contact:	Mike Muirhead
City:	Garden City	Title:	Public Utilities Director
State:	Kansas	Office Phone Number:	620-271-1577
Zip:	67846	Cell Phone Number:	
State Formed/Organized Under:		E-mail:	mike.muirhead@gardencityks.us

**ASSIGNED ALLOCATION HOLDER ("ASSIGNEE"):**

(To be completed by ASSIGNEE)

Company Name:	Kansas Municipal Energy Agency		
Type of Organization:	Joint Action Agency		
Street Address:	6300 W. 95 <sup>th</sup> Street	Point of Contact:	Janssen
City:	Overland Park	Title:	Mgr, Projects and Assets
State:	Kansas	Office Phone Number:	913-660-0231
Zip:	66212	Cell Phone Number:	913-787-6568
State Formed/Organized Under:		E-mail:	bruse@kmea.com

**RELATIONSHIP OF ALLOTTEE TO ASSIGNEE:**

(To be Completed by ASSIGNEE)

Member of Joint Action Agency
-------------------------------

- PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called "Western," represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.

3. AGREEMENT:

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.

3.4 Termination of this Agreement:

3.4.1 The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

3.4.2 This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

3.4.3 In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

3.4.4 In the event of termination of this Agreement:

3.4.4.1 ALLOTTEE will provide written notice to Western of its desire to do one of the following:  
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or  
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

3.4.4.2 Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

3.4.4.3 Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

3.5 This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

4. TERM OF AGREEMENT: This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.

5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

6. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

**ALLOTTEE:**

Name: Roy Cessna

Title: Mayor of Garden City

Signature: *Roy Cessna*

Date: 2/3/15

**ASSIGNEE:**

Name: Bob Poehling

Title: General Manager

Signature: *Robert Poehling*

Date: 2/9/15

**WESTERN AREA POWER ADMINISTRATION:**

Name: Mark A. Gabriel

Title: Administrator and CEO

Signature: *Mark A. Gabriel*

Date: JUL 17 2015

RESOLUTION No. 2622-2015  
(To be completed by ALLOTTEE)

BE IT RESOLVED by the City Commission of the City of Garden City, Kansas,  
(Official Name of City/Town)

that Roy Cessna, Mayor is hereby authorized to execute for and on behalf of the  
(Name of Official Signing Agreement on Behalf of City/Town)

City of Garden City, Kansas, the attached Firm Electric Service Allocation  
(Official Name of City/Town)

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,

and the City of Garden City, Kansas, which was duly presented to the City Commission,  
(Official Name of City/Town (ALLOTTEE) of Agreement)

and which Agreement is hereby approved.

(State of Kansas)  
(Insert State)

) ss

(County of Finney)  
(Insert County)

I, Celyn Hurtado, the duly appointed and qualified City Clerk of the  
(Name of City Clerk)

City of Garden City, Kansas, do hereby certify that the foregoing is a true, accurate,  
(Official Name of City/Town)

and complete copy of a resolution duly passed and adopted at a regular meeting of the City

Commission of the City of Garden City, Kansas, held on February 3, 2015.  
(Official Name of City/Town) (Month and Day) (Year)

Dated: 2/3/15

By: Celyn Hurtado  
(Signature of City Clerk)

(SEAL)

Title: City Clerk

**CERTIFICATE**  
(To be completed by ASSIGNEE)

I, Bob Poehling, certify that I am the General Manager of ASSIGNEE,  
(Name of Official Signing Certificate) (Official's Title)

the association/organization/entity named as Kansas Municipal Energy Agency herein;  
(Official Name of Association/Organization/Entity)

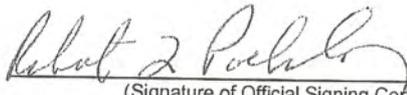
that Bob Poehling, who signed the above Agreement on behalf of  
(Name of Official Signing Agreement on Behalf of ASSIGNEE)

ASSIGNEE was then its General Manager; and that said Agreement was duly  
(Title of Official Signing Agreement)

signed for and on behalf of ASSIGNEE by authority of its governing body and is within the

scope of its corporate powers.

(SEAL)

By:   
(Signature of Official Signing Certificate)

Name: Bob Poehling – General Manager

Address: 6300 W. 95th Street

Overland Park, Kansas 66212

Date: 2/9/15

**Exhibit F**  
**Delivery Points**

<u>Point of Delivery</u>	CROD	
	<u>Winter</u> (kW)	<u>Summer</u> (kW)
NPPD.MEAN.LD	28,376	32,954
Sidney East Substation (for Belleville, KS)	<u>454</u>	<u>630</u>
TOTAL:	28,830	33,584

## Exhibit G

### Garden City's Hydro Entitlement

Summer CROD (Demand):	2,298	kW
Winter CROD (Demand):	1,930	kW
Summer Energy:	3,704,803	kWh
Winter Energy:	2,816,233	kWh

	<u>MONTHLY</u> <u>ENERGY</u> (kWh)	<u>PERCENT</u> <u>OF</u> <u>SEASONAL</u> <u>ENERGY</u> (%)
<u>Winter Season</u>		
October	475,943	16.9
November	475,943	16.9
December	521,003	18.5
January	506,922	18.0
February	399,905	14.2
March	436,516	15.5
TOTAL WINTER SEASONAL ENERGY:	2,816,233	100.0

	<u>MONTHLY</u> <u>ENERGY</u> (kWh)	<u>PERCENT</u> <u>OF</u> <u>SEASONAL</u> <u>ENERGY</u> (%)
<u>Summer Season</u>		
April	540,901	14.6
May	566,835	15.3
June	652,045	17.6
July	815,057	22.0
August	652,045	17.6
September	477,920	12.9
TOTAL SUMMER SEASONAL ENERGY:	3,704,803	100.0

	<u>MONTHLY</u> <u>CAPACITY</u> (kW)	<u>PERCENT</u> <u>OF</u> <u>CROD</u> (%)
<u>Winter Season</u>		
October	1,787	92.6
November	1,760	91.2
December	1,930	100.0
January	1,878	97.3
February	1,745	90.4
March	1,583	82.0

	<u>MONTHLY</u> <u>CAPACITY</u> (kW)	<u>PERCENT</u> <u>OF</u> <u>CROD</u> (%)
<u>Summer Season</u>		
April	1,898	82.6
May	1,781	77.5
June	2,137	93.0
July	2,298	100.0
August	2,020	87.9
September	1,962	85.4



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Public Utilities Director Muirhead  
**DATE:** May 17, 2016  
**RE:** Kansas State University and Southwest Towing request to connect to City water supply.

---

### **ISSUE:**

The Governing Body is asked to consider and approve staff to negotiate with the Kansas State University and Southwest Towing for possible connection to City water supply.

### **BACKGROUND:**

The Kansas State University Research and Extension Center, located at 4500 Mary Street, has requested to connect to the City water system for potable water. The quality of K-State's current water supply tested above the EPA standards for drinking water and they are now using bottled water. Please see attached letter.

Southwest Towing, located at 690 Industrial Drive, has also requested to connect to the City water system citing water quality and quantity from their current source as inadequate. This was requested by Mr. Glen Williams, on May 3, 2016, in a meeting with Public Utilities Director Muirhead.

Both requests to connect to the City water supply will require the extension of water mains in the area and an analysis of what the impact would be to the City water distribution system. Both properties are outside the current City boundaries.

The Governing Body, in the past, has authorized staff to negotiate with these types of requests to determine the feasibility, the impact to the City distribution system, obtain costs associated with such extensions and report back to the Governing Body.

### **ALTERNATIVE:**

1. Authorize staff to negotiate and investigate the feasibility with both K-State and Southwest Towing for possible connection to City water supply and report back to the Governing Body.
2. Do not authorize staff to negotiate and investigate the feasibility with both K-State and Southwest Towing for possible connection to City water supply.

### **RECOMMENDATION:**

Staff recommends alternative 1.

### **FISCAL NOTE:**

No fiscal impact will occur during this stage of feasibility research.

**ATTACHMENTS:**

Description	Upload Date	Type
K-State letter request	5/11/2016	Backup Material
KSSWREC Water map	5/13/2016	Backup Material

# K-STATE

## Research and Extension

K-State Research and Extension  
Southwest Research-Extension Center  
4500 E. Mary Street  
Garden City, KS 67846-9132  
620-276-8286  
Fax: 620-276-6028

April 22, 2016

Mr. Mike Muirhead  
Garden City Public Works Director  
P.O. Box 998  
Garden City, KS 67846

Dear Mr. Muirhead:

I am writing to ask about the possibility of purchasing water from the City of Garden City for the Kansas State University Southwest Research-Extension Center located at 4500 Mary Street. For many years our facility has been licensed as a Small Water System by the Kansas Department of Health and Environment. Our system has been supplied by a water well located on the Center property. Recent laboratory sampling indicated that the net gross alpha, a measure of radioactivity, of our water exceeds EPA standards for drinking water. We are now using bottled water at the Center for our immediate needs.

A longer term solution for us would be to connect to the Garden City municipal water supply. Jeff Elliott, our Farm Manager at the Center, briefly discussed this possibility with you earlier this spring. I would like to continue these discussions to gage the City's interest in supplying us water and to determine an estimate of the cost to extend the City water system to the Center.

I look forward to further conversations. I can be reached at 785-259-2723 or [gillen@ksu.edu](mailto:gillen@ksu.edu). Thank you for your time and attention.

Sincerely,

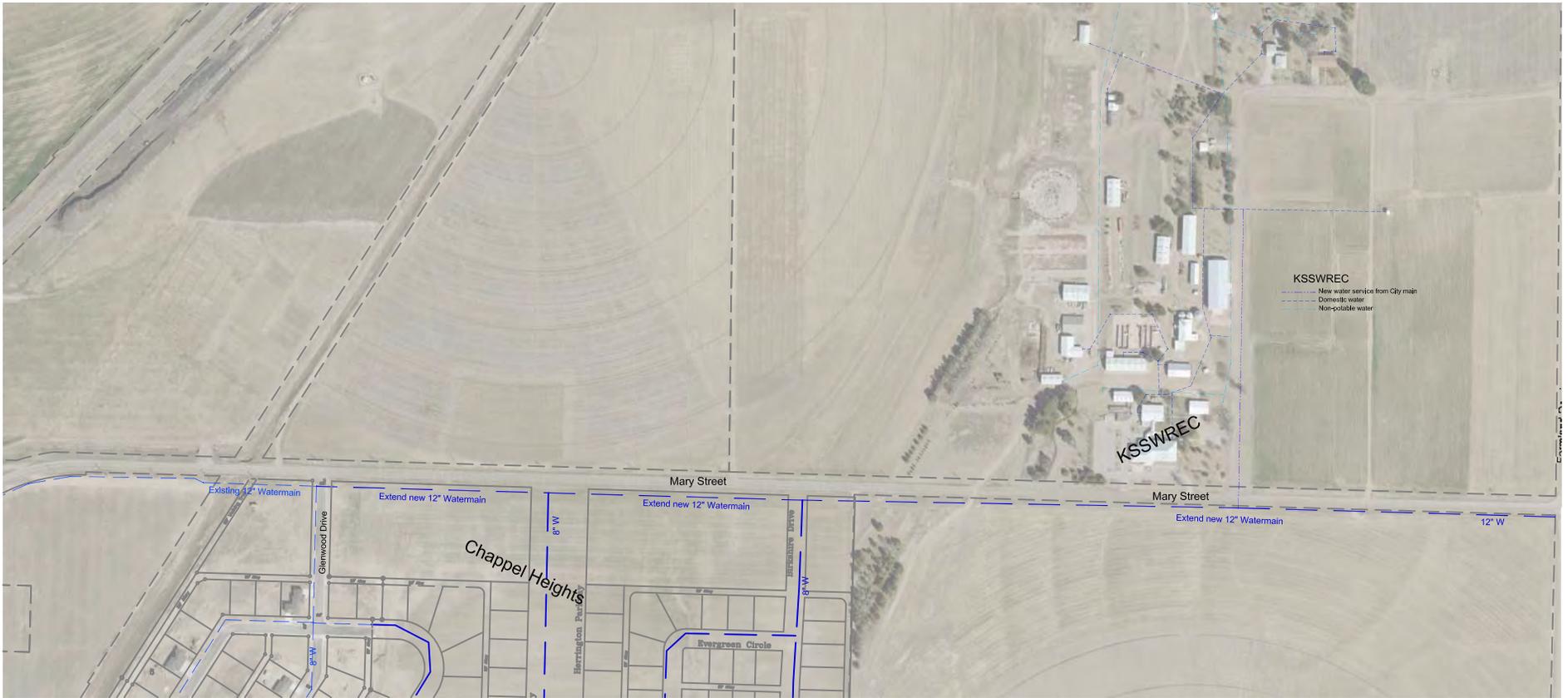


Robert L. Gillen  
Head, Southwest Research-Extension Center

**Kansas State University  
Agricultural Experiment  
Station and Cooperative  
Extension Service**

All educational programs  
and materials available  
without discrimination on  
the basis of race, color,  
religion, national origin,  
sex, age, or disability.

*"Knowledge  
for Life"*





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Sam Curran, Public Works Director  
**DATE:** May 17, 2016  
**RE:** Traffic Advisory Board recommendation from the May 2, 2016 meeting

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Traffic Advisory Board recommendation to approve "Resident Parking Only" signs at 502 N. Fifth Street.

### **BACKGROUND:**

Request to install "Resident Parking Only" signs at 502 N. Fifth Street and 504 N. Fifth Street. Both properties are south of the Cancer Facility and across the street from Sunnyland B & B, 501 N. Fifth Street. The residents have expressed frustration on the parking situation stating it is difficult to park at their homes because of the businesses in their area.

Property owner at 411 Pine Street had issues with employees and construction workers using all the parking spaces in front of their house; however, they spoke with the Cancer Center and the problem was solved. Sunnyland B & B, at the current time, has not had any issues with parking.

### **ALTERNATIVE:**

1. Authorize to install four "Resident Parking Only" signs as per proposed map.
2. Deny the request.

### **RECOMMENDATION:**

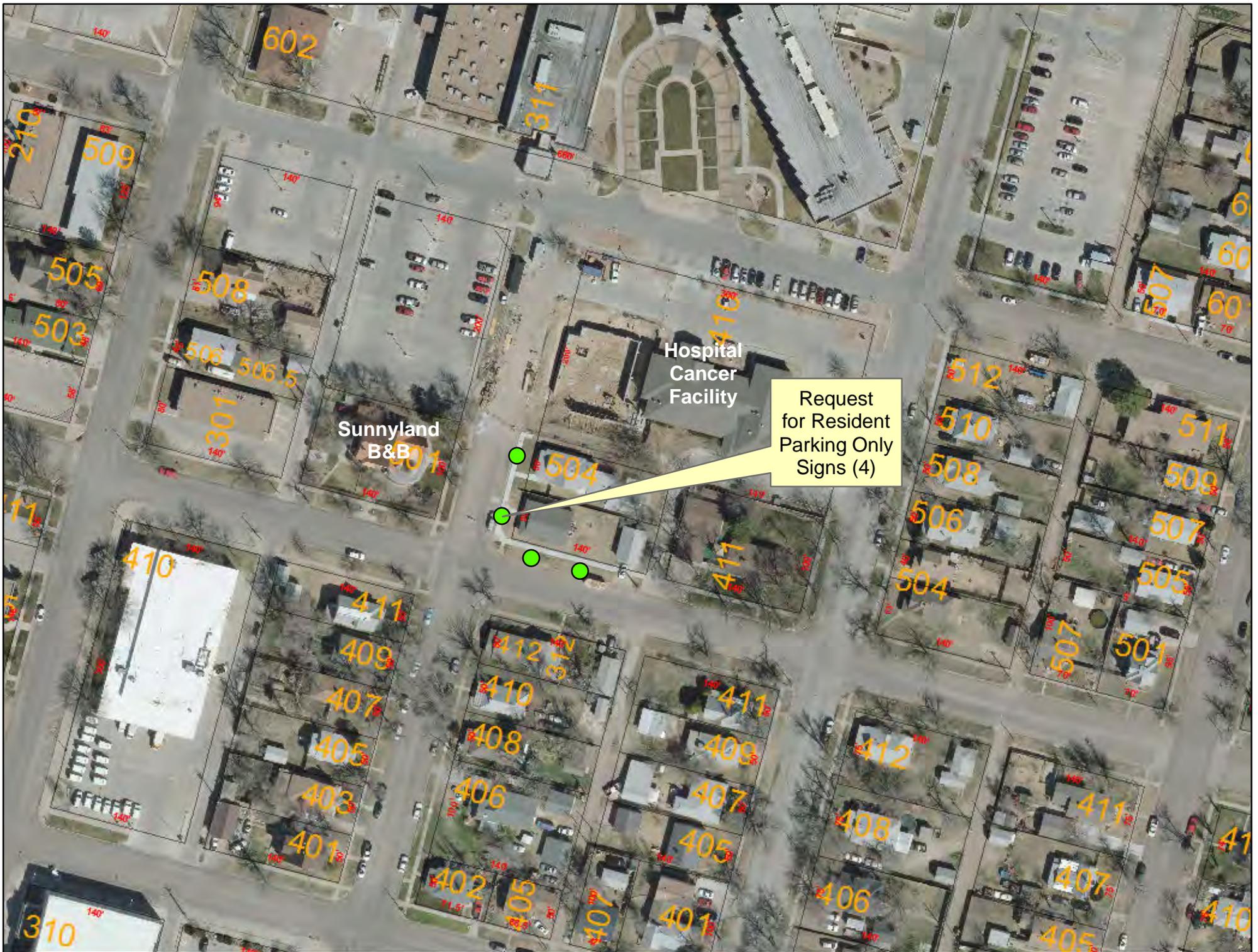
Advisory Board recommends (Alternative 1), installing four "Resident Parking Only" signs as per proposed map.

### **FISCAL NOTE:**

Resident Parking Only signs - \$560.00 (\$140.00 per sign), fund city #032-21-212-5565.09.

### **ATTACHMENTS:**

Description	Upload Date	Type
Fifth Street Parking	5/10/2016	Backup Material
Resident Parking Only sign	5/10/2016	Backup Material



Hospital  
Cancer  
Facility

Request  
for Resident  
Parking Only  
Signs (4)

Sunnyland  
B&B

ROBERT F. KEEPLE

**RESIDENT  
PARKING  
ONLY**

3M Authorized

SmartSigns.com • 800-952-1417 • A-1311



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** May 17, 2016  
**RE:** Re-appointment of Chief Utz - Community Corrections Advisory Board

---

**ISSUE:**

The Governing Body is asked to re-appoint Police Chief Utz to serve on the Community Corrections Advisory Board.

**BACKGROUND:**

In accordance with KSA 75-5297, the appointment would be for a two-year term and run from April 2016 through April 2018.

**ALTERNATIVE:**

1. Governing Body may approve the re-appointment.
2. Governing Body may deny the re-appointment.

**RECOMMENDATION:**

Staff recommends Alternative No. 1.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
25th Judicial Re-Appt - Utz	5/11/2016	Backup Material



BETH A. BEAVERS, DIRECTOR

STEPHANIE HORNBAKER, DEPUTY  
DIRECTOR

March 22, 2016

YOLANDA HERRERA, OFFICE MANAGER

COMMUNITY CORRECTIONS  
OFFICE:

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

Garden City Commission  
PO Box 499  
Garden City, KS 67846

Re: Chief Michael Utz

CARLOS MURILLO, ISO II

Dear Commissioners:

DORA HERRERA, ISO I

The 25<sup>th</sup> Judicial District Community Corrections is requesting the re-appointment of Chief Michael Utz, representing as the Garden City Law Enforcement representative, to serve on the Community Corrections Advisory Board. In accordance with KSA 75-5297, the appointment would be for a two-year term and run from April 2016 through April 2018.

HOLLY MEYERS, ISO I

BRANDIE O'DELL, ISO I

REHABILITATIVE SERVICES  
OFFICE:

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

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

Respectfully,

VACANT, REHABILITATIVE SERVICES  
SUPERVISOR

Beth Beavers  
Director

KATHY FRICK, ADDICTIONS  
COUNSELOR

CURTIS D. KNIGHT JR., ADDICTIONS  
COUNSELOR

Cc: Chief Michael Utz

DEVI BLUVAN, PROGRAM PROVIDER



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kathleen Whitley, Interim Superintendent  
**DATE:** May 17, 2016  
**RE:** Garden City Recreation Commission Board Appointment

---

### **ISSUE:**

The Governing Body is asked to appoint a board member to fill an unexpired term left by Marcus Ramos on the Garden City Recreation Commission board. The term is set to expire February 2017.

### **BACKGROUND:**

The Garden City Recreation Commission is governed by a 5 member board. The board meetings are held on the last Monday of the month at the Garden City Recreation Activity Center, 310 N 6th. Current members are listed below:

Myca Bunch, Chairperson  
Alyssa Benavidez  
Marilyn Porter  
Jamie Warren, Vice Chair

### **RECOMMENDATION:**

Staff has no recommendations at this time.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Letter from Rec Comm	5/12/2016	Backup Material
GCRC Board roster	5/12/2016	Backup Material
Jacob Olinger application	5/13/2016	Backup Material
Deborah Oyler application	5/13/2016	Backup Material

***MEMO***

**Date:** May 11, 2016

**To:** Celyn Hurtado, City Clerk  
City of Garden City

**From:** Kathleen Whitley, Interim Superintendent  
Garden City Recreation Commission

**Re:** Board Vacancy

Due to the resignation of one of our board members, Marcus Ramos, I am requesting a new board member be appointed by the City Commission at their next meeting. I will have one or more recommendations prior to the meeting.

If you have any questions, do not hesitate to contact me.

Thank you!

**Garden City Recreation Commission  
2016 Board Members**

Myca Bunch 120 E Laurel St Downtown Vision <a href="mailto:Vision@gcdowntown.com">Vision@gcdowntown.com</a> <a href="mailto:mksj77@gmail.com">mksj77@gmail.com</a> Chair-person	(July 2014) 620-290-4534 620-276-0891 (Replaced David DuVall)	Reappointed 02/2016 Appoint 07/15/2014 (Finish David's term)	Expires 02/2020 Expires 02/2016
Alyssa Benavidez 2801 Eldorado Bank of West <a href="mailto:Alyssab84@gmail.com">Alyssab84@gmail.com</a>	(April 2014) 316-308-2693 620-276-7000 (Replaced Maria Hardwick)	Appoint 04/2014	Expires 02/2018
Marcus Ramos 2514 N 7 <sup>th</sup> St Tatro Plumbing <a href="mailto:marcus@tatroplumbing.com">marcus@tatroplumbing.com</a>	(February 2013) 620-640-3683 620-277-2167 (Replaced Greg Hands)	Appoint 02/2013	Expires 02/2017
<b><u>Member At Large</u></b> Marilyn Porter 1810 Amir <a href="mailto:marilyn@revolttech.com">marilyn@revolttech.com</a>	(February 2016) 620-805-4708 (GCRC Board Appointed) (Replaced Anna Urrutia)	Appoint 02/2016	Expires 02/2020
Jamie Warren 2710 N Rock Rd Compass Behavioral Health <a href="mailto:jwarren@compassbh.org">jwarren@compassbh.org</a> cell phone Vice-Chair	(February 2015) 620-272-9799 620-275-0625 ext 147 (Replaced Torre Mohler) 620-640-8590	Appoint 02/2015	Expires 02/2019

RECEIVED  
FEB 01 2016

GARDEN CITY IS MY TOWN TOO!

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

BY: CAH

NAME: Jacob Oliver HOME PHONE: \_\_\_\_\_

ADDRESS: 1002 Inge Ave WORK PHONE: 620-640-7581

E-MAIL ADDRESS: Jacob.jp.jo@gmail.com

OCCUPATION (if employed): Security guard

PLACE OF EMPLOYMENT: ABM Security

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

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:  
I am wanting to serve the people of Garden City.

OTHER APPLICABLE EXPERIENCE: I've ran my own budget when I was an insurance agent, over a year in management.

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

- Airport Advisory Board
- Alcohol Fund Advisory Committee
- Art Grant Committee
- Building Safety Board of Appeals
- Community Health Advisory Board
- Cultural Relations Board
- Golf Advisory Board
- Landmarks Commission
- Lee Richardson Zoo Advisory Board

- Local Housing Authority
- Parks & Tree Board
- Planning Commission
- Police/Citizen Board
- Public Utilities Advisory Board
- Recreation Commission
- Traffic Advisory Committee
- Zoning Board of Appeals

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

**GARDEN CITY IS MY TOWN TOO!**

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

NAME: Deborah Oyler HOME PHONE: 620-640-8868

ADDRESS: 2621 N 3rd WORK PHONE: 620-275-7444

E-MAIL ADDRESS: doyler@hppr.org

OCCUPATION (if employed): Executive Director

PLACE OF EMPLOYMENT: High Plains Public Radio

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 17 years

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

I think it's important to give back to the community I live in and I believe its important to do what

I can to constantly improve the quality of life to the residents in Garden City.

OTHER APPLICABLE EXPERIENCE: Currently, I am the Treasurer for Downtown Vision.

I am also committee chair for the Chamber Ambassadors and the Chamber's Wine Tasting Committee.

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

Airport Advisory Board

Alcohol Fund Advisory Committee

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority

Parks & Tree Board

Planning Commission

Police/Citizen Board

Public Utilities Advisory Board

Recreation Commission

Traffic Advisory Committee

Zoning Board of Appeals

**RETURN THIS FORM TO:**

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



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Public Utilities Director Muirhead  
**DATE:** May 17, 2016  
**RE:** Water rate study presentation from Professional Engineering Consultants (PEC) of Wichita, KS.

---

### **ISSUE:**

Presentation on Water Rate Study by Professional Engineering Consultants (PEC) Sarah Unruh, PE.

### **BACKGROUND:**

PEC was retained by the City to perform a water utility rate study to evaluate and analyze historical and projected revenues and expenditures to develop a water rate that will meet the City's financial requirements. This study helps determine the water utility's financial ability to address proposed water system improvement and recommendations from the Garden City Water Master Distribution Plan that was completed in June of 2014.

The Public Utilities Advisory Board (PUAB) has reviewed the Water Rate Study twice and recommended it be presented to the Governing Body.

### **FISCAL NOTE:**

No fiscal impact - informational only.

### **ATTACHMENTS:**

Description	Upload Date	Type
Water Rate Study	5/11/2016	Backup Material

# Garden City Water Rate Study

Public Utilities Advisory Board

May 10, 2016



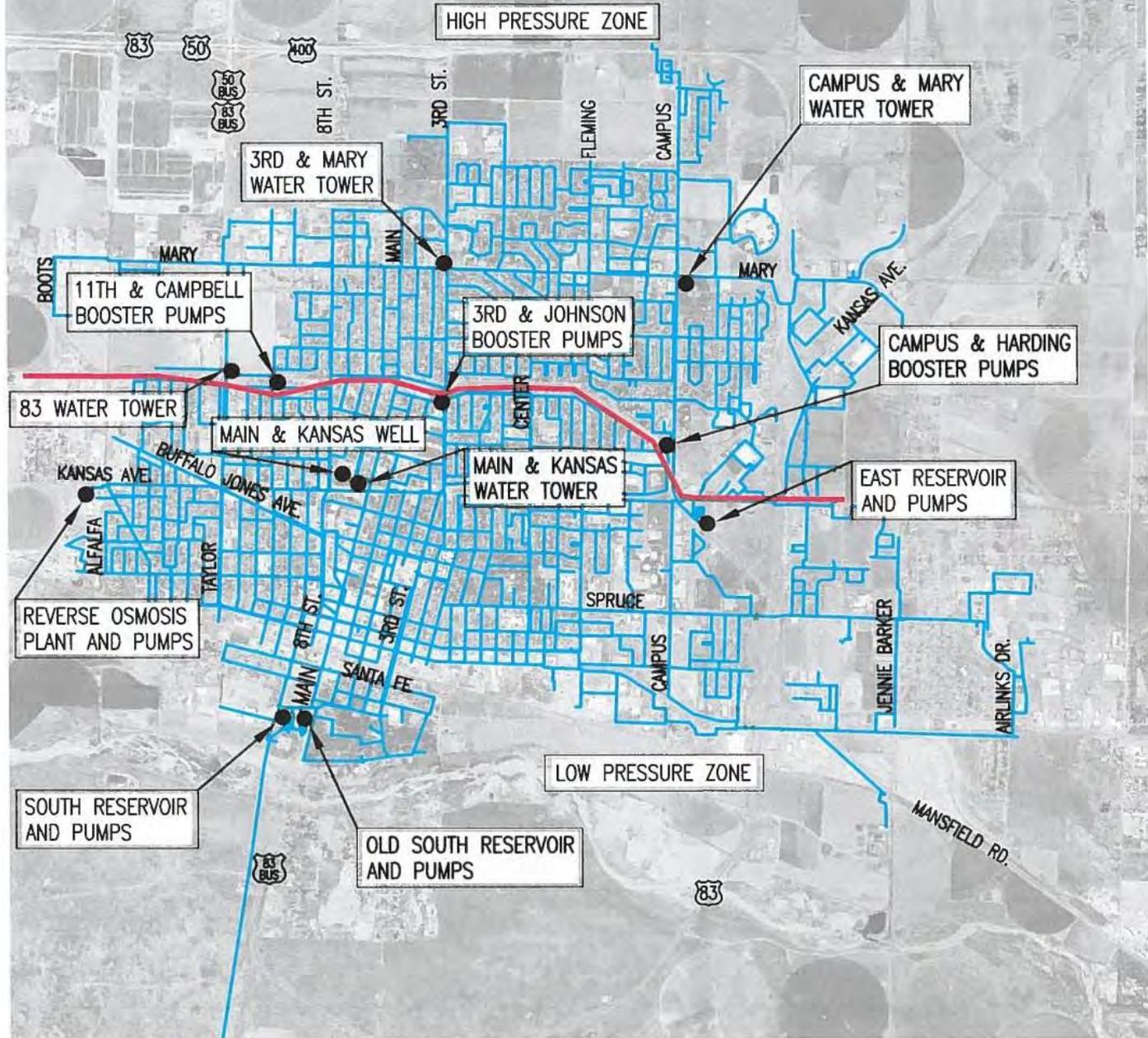
PROFESSIONAL ENGINEERING CONSULTANTS PA

## Purpose of Rate Study

- ▶ The purpose for this study is to evaluate the City's existing water rates and projected revenue to determine the City's financial ability to address proposed water system improvements and recommendations from the Garden City Water Distribution System Master Plan completed in June 2014.

**163 miles of  
water lines**

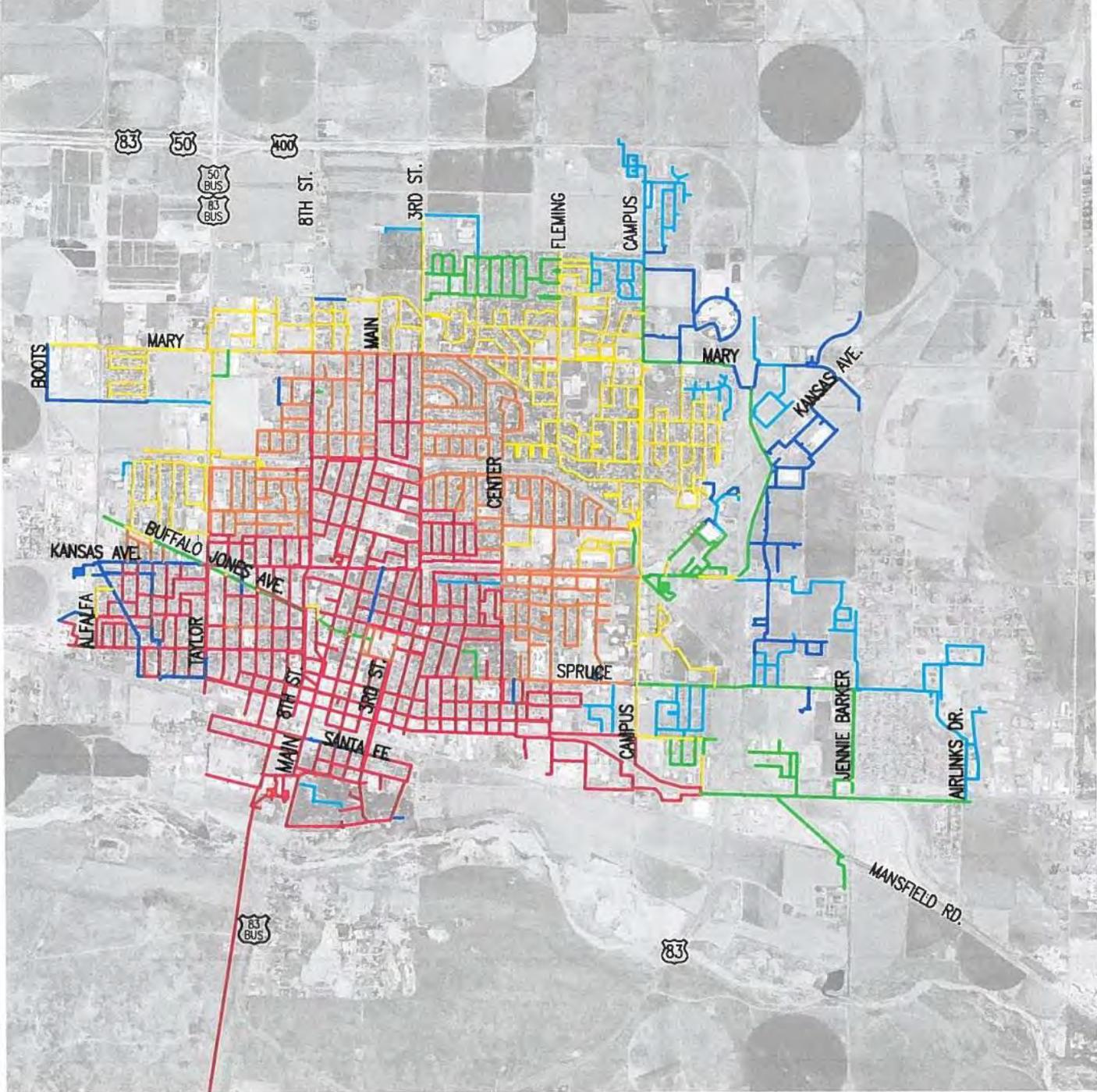
**900 fire  
hydrants**



LEGEND

PIPE INSTALLED

- BEFORE 1959
- 1960's
- 1970's
- 1980's
- 1990's
- AFTER 2000



## Scope of Rate Study

- ▶ Review existing revenues and expenditures
- ▶ Project future water usage and expenditures for 2017 - 2021
- ▶ Evaluate existing water rates – can the structure meet expenditures?
- ▶ Evaluate different rate structures, base rates, and usage rates to determine what best meets objectives
  - Minimum charges cover fixed expenditures
  - Usage rate charges cover usage dependent expenditures
  - Year-end balance

## Residential and Commercial Water Customers

Meter Size (in)	Residential Customers			Commercial Customers		
	2013	2014	2015	2013	2014	2015
Total Meters	7,238	7,304	7,362	952	979	1,004

Meter Size (in)	Residential Customers					Commercial Customers				
	2017	2018	2019	2020	2021	2017	2018	2019	2020	2021
Total Meters	7,510	7,585	7,662	7,740	7,816	1,024	1,034	1,045	1,054	1,064

*Average annual growth rate of 1%*

## Average Monthly Usage by Meter Size (2013-2015)

Meter Size (in)	Residential Usage (gal. per meter per month)	Commercial Usage (gal. per meter per month)
$\frac{3}{4}$	9,218	6,768
1	14,688	12,852
1.5	27,880	37,330
2	60,609	60,712
3	156,477	120,671
4	156,211	361,667
6	1,358,181	4,039,606
8	N/A	2,972,407
10	N/A	2,611,934

## Annual Water Usage Projections

Meter Size (in)	Residential Usage (Gallons)				
	2017	2018	2019	2020	2021
Total Usage	1,112,832,431	1,123,960,755	1,135,200,363	1,146,552,366	1,158,017,890

Meter Size (in)	Commercial Usage (Gallons)				
	2017	2018	2019	2020	2021
Total Usage	768,266,560	775,949,226	783,708,718	791,545,805	799,461,264

***Total 2021 Projected Average Usage = 5.36 MGD***

## Garden City Water Utility Historical Financials

### ► Expenditure Items

- Operations: Supply Wells, Booster Pump Stations, Chemical Feed, and Wheatland Electric WTP Contractual Obligations.
- Maintenance: Supply Wells, Reservoirs/Towers, Pumps, Water Mains, Valves, Fire Hydrants, Service Lines, and Meters.
- Staff Expenses: Supervisory Level, Production, Distribution, and Operations.
- Contract Engineering: Outside Engineering Services (e.g. PEC)
- Debt Service: Loans for Supply and Distribution System Improvements
- Planned Improvements and Purchases: Future Water Projects Starting in 2017.

## Garden City Water Utility Historical Financials

▶ Revenues

- Revenue is generated from the monthly minimum charges for each water customer and water usage charges on a per thousand gallon basis to make up the total revenue needed to meet its annual expenditures.

▶ Current Minimum Monthly Charges (Based on Meter Size)

Meter Size (in)	Charge
3/4	\$11.15
1	\$12.65
1.5	\$15.15
2	\$23.90
3	\$42.65
4	\$61.15
6	\$80.15
8	\$130.15
10	\$148.90

▶ Current Water Rates (Residential in Red, Commercial in Blue)

0 – 15,000 gallons Charge per 1,000 gallons	15,001-30,000 gallons Charge per 1,000 gallons	30,001-60,000 gallons Charge per 1,000 gallons	60,000+ gallons Charge per 1,000 gallons
\$1.80	\$2.05	\$2.45	\$3.00

All Water Usage Charge per 1,000 gallons
\$1.86

## Garden City Water Utility Historical Financials

### ▶ Historical Expenditures

Line Item	2013	2014	2015
Operations	\$2,194,440	\$2,448,745	\$2,564,595
Maintenance	\$596,186	\$739,313	\$1,178,681
Staff Expenses	\$661,949	\$738,943	\$696,183
Contract Engineering	\$41,500	\$30,000	\$34,000
Debt Service	\$791,964	\$851,659	\$946,263
<b>SUB-TOTAL</b>	<b>\$4,286,038</b>	<b>\$4,808,661</b>	<b>\$5,419,722</b>

### ▶ Historical Revenues

Line Item	2013	2014	2015
Residential MMC	\$2,855,859.93	\$1,110,287.72	\$1,039,936.67
Residential Usage Charges		\$2,180,975.34	\$2,088,353.22
Commercial MMC	\$1,409,219.14	\$201,131.07	\$1,285,839.82
Commercial Usage Charges		\$1,333,665.27	\$1,448,006.43
<b>SUB-TOTAL</b>	<b>\$4,265,079</b>	<b>\$4,667,024</b>	<b>\$4,532,164</b>

## Garden City Future Financials

### ► Projected Expenditures

Line Item	2017	2018	2019	2020	2021
Operations	\$2,465,023	\$2,489,673	\$2,514,570	\$2,539,716	\$2,565,113
Maintenance	\$1,374,813	\$1,484,798	\$1,603,582	\$1,731,868	\$1,870,418
Staff Expenses	\$727,266	\$741,811	\$756,647	\$771,780	\$787,216
Contract Engineering	\$38,771	\$40,710	\$42,745	\$44,883	\$47,127
Planned Improvements and Purchases	\$554,000	\$465,000	\$450,000	\$446,000	\$695,000
Debt Service	\$509,566	\$647,329	\$521,444	\$979,473	\$316,341
<b>Sub-Total</b>	<b>\$5,669,439</b>	<b>\$5,869,321</b>	<b>\$5,888,988</b>	<b>\$6,513,720</b>	<b>\$6,281,214</b>

### ► Projected Revenues Based on Current Rates

Line Item	2017	2018	2019	2020	2021
<b>Projected Revenues</b>	\$4,783,476	\$5,117,677	\$5,159,936	\$5,202,475	\$5,239,847
Beginning Balance	\$0	\$(885,963)	\$(1,637,608)	\$(2,366,660)	\$(3,667,905)
<b>Final Balance</b>	<b>\$(885,963)</b>	<b>\$(1,637,608)</b>	<b>\$(2,366,660)</b>	<b>\$(3,667,905)</b>	<b>\$(4,719,272)</b>

## Recommended Rate Increases

- ▶ Minimum Monthly Charge: Cover the City's fixed annual expenditures including debt service, staff expenses, and monthly fee for Wheatland Electric WTP.

Meter Size (in)	Present	2017	2018	2019	2020	2021
3/4	\$11.15	\$13.94	\$16.03	\$17.63	\$19.39	\$20.36
1	\$12.65	\$15.81	\$18.18	\$20.00	\$22.00	\$23.10
1.5	\$15.15	\$18.94	\$21.78	\$23.96	\$26.35	\$27.67
2	\$23.90	\$29.88	\$34.36	\$37.97	\$41.57	\$43.65
3	\$42.65	\$53.31	\$61.31	\$67.44	\$74.18	\$77.89
4	\$61.15	\$76.44	\$87.90	\$96.69	\$106.36	\$111.68
6	\$80.15	\$100.19	\$115.22	\$126.74	\$139.41	\$146.38
8	\$130.15	\$162.69	\$187.09	\$205.80	\$226.38	\$237.70
10	\$148.90	\$186.13	\$214.04	\$235.45	\$258.99	\$271.94

## Recommended Rate Increases

- ▶ Water Usage Rates: Cover operations, maintenance, contract engineering, and planned improvements and purchases.

<u>Year</u>	0 – 15,000 gallons (Charge per 1,000 gallons)	15,001-30,000 gallons (Charge per 1,000 gallons)	30,001-60,000 gallons (Charge per 1,000 gallons)	60,000+ gallons (Charge per 1,000 gallons)	All Water Usage Charge per 1,000 gallons
Present	\$1.80	\$2.05	\$2.45	\$3.00	\$1.86
2017	\$2.25	\$2.56	\$3.06	\$3.75	\$2.33
2018	\$2.48	\$2.82	\$3.37	\$4.13	\$2.56
2019	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69
2020	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69
2021	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69

## Projected Revenues

	2017	2018	2019	2020	2021
Beginning Balance	\$0	\$498,963	\$1,687,559	\$3,306,144	\$4,618,244
Projected Expenditures	\$6,124,203	\$6,194,025	\$6,347,656	\$6,522,828	\$6,962,330
<b>Total Projected Revenues</b>	<b>\$5,669,439</b>	<b>\$5,869,321</b>	<b>\$5,888,988</b>	<b>\$6,513,720</b>	<b>\$6,281,214</b>
<b>Final Year End Balance</b>	<b>\$498,963</b>	<b>\$1,687,559</b>	<b>\$3,306,144</b>	<b>\$4,618,244</b>	<b>\$6,337,099</b>
Recommended Minimum Balance	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

## Water Rate Impacts – Existing vs. Proposed

### ▶ Residential Users

Year	Below Average Residential User (7,500 gal/month)			Average Residential User (15,000 gal/month)			Above Average Residential User (22,500 gal/month)		
	¾" Meter	1" Meter	1.5" Meter	¾" Meter	1" Meter	1.5" Meter	¾" Meter	1" Meter	1.5" Meter
Present	\$24.65	\$26.15	\$28.65	\$38.15	\$39.65	\$42.15	\$53.53	\$55.03	\$57.53
2017	\$30.81	\$32.69	\$35.81	\$47.69	\$49.56	\$52.69	\$66.89	\$68.76	\$71.89
2018	\$34.63	\$36.78	\$40.38	\$53.23	\$55.38	\$58.98	\$74.38	\$76.53	\$80.13
2019	\$37.13	\$39.50	\$43.46	\$56.63	\$59.00	\$62.96	\$78.83	\$81.20	\$85.16
2020	\$38.89	\$41.50	\$45.85	\$58.39	\$61.00	\$65.35	\$80.59	\$83.20	\$87.55
2021	\$39.86	\$42.60	\$47.17	\$59.36	\$62.10	\$66.67	\$81.56	\$84.30	\$88.87

### ▶ Commercial Users

Year	Below Average Commercial User (10,000 gal/month)			Average Commercial User (25,000 gal/month)			Above Average Commercial User (50,000 gal/month)		
	¾" Meter	1" Meter	1.5" Meter	¾" Meter	1" Meter	1.5" Meter	1" Meter	1.5" Meter	2" Meter
Present	\$29.75	\$31.25	\$33.75	\$57.65	\$59.15	\$61.65	\$105.65	\$108.15	\$116.90
2017	\$37.24	\$39.11	\$42.24	\$72.19	\$74.06	\$77.19	\$132.31	\$135.44	\$146.38
2018	\$41.63	\$43.78	\$47.38	\$80.03	\$82.18	\$85.78	\$146.18	\$149.78	\$162.36
2019	\$44.53	\$46.90	\$50.86	\$84.88	\$87.25	\$91.21	\$154.50	\$158.46	\$172.29
2020	\$46.29	\$48.90	\$53.25	\$86.64	\$89.25	\$93.60	\$156.50	\$160.85	\$176.07
2021	\$47.26	\$50.00	\$54.57	\$87.61	\$90.35	\$94.92	\$157.60	\$162.17	\$178.15



# Questions?

Thank you for this opportunity!

# Consent Agenda



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** May 17, 2016  
**RE:** Alley right-of-way Block 72, Original Plat

---

### **ISSUE:**

The Governing Body is asked to consider and approve deeds for alley right-of-way in Block 72, Original Plat (east side of the 200 Block S. First Street).

### **BACKGROUND:**

Habitat for Humanity is building a home at 202 S. First Street. In preparation of the utility connections for the new home, we discovered that the City did not have alley right-of-way for the 4 lots south of 202.

In discussions with some of the property owners, the matter of compensation was brought up. Staff determined that a value of \$0.50 per square foot or \$512.00 per property was reasonable for the neighborhood and considerably less than utility relocations. The Michel Trust donated the right-of-way, while the other three accepted compensation.

Staff prepared the necessary right-of-way deeds for the 4 property owners.

1. Bernie D. & Machel L. Mujica
2. Patrick J. Mujica
3. Roberta J. Correon
4. Darrel D. Michel Trust

### **ALTERNATIVE:**

1. Accept the deeds as presented.
2. Do not accept the deeds.

### **RECOMMENDATION:**

Staff recommends acceptance of the deeds.

### **FISCAL NOTE:**

The acquisition costs were paid from the Electric Department budget, 068-411-6040.01.

### **ATTACHMENTS:**

Description	Upload Date	Type
1st - Santa Fe Alley Map	5/9/2016	Backup Material
Deeds	5/9/2016	Backup Material



Santa Fe Street

First Street

Maple Street

1

2

3

4

5

6

Habitat for Humanity

B. Mujica

P. Mujica

Carreon

Michel Trust

Existing 20' Alley R/W

Block 72, Original Plat

**QUIT CLAIM DEED**

Bernie D. Mujica and Machelles L. Mujica, *Grantor*

QUIT CLAIMS TO

**THE CITY OF GARDEN CITY, KANSAS**, a municipal corporation, *Grantee*

All of the following described REAL ESTATE in the County of FINNEY and the State of KANSAS, to-wit:

The East 20.0 feet of Lot 3, Block 72, Original Plat, according to R.K. Kelley's Subdivision of said Block, as measured perpendicular to and parallel with the east line of said Block.

For the sum of One Dollar (\$1.00) and other good and valuable consideration.

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

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(13).

Dated:

5-6-2016

Bernie D. Mujica  
Bernie D. Mujica

Machelles L. Mujica  
Machelles L. Mujica,

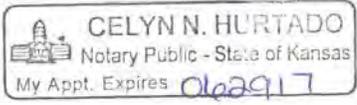
STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

BE IT REMEMBERED, that on the 10<sup>th</sup> day of May, 2016, before me, a Notary Public in and for the County and State aforesaid, came Bernie D. Mujica and Machel L. Mujica,, who are personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

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

Celyn N Hurtado  
Notary Public

My Appointment Expires: 06292017



**QUIT CLAIM DEED**

Patrick J. Mujica, *Grantor*

QUIT CLAIMS TO

**THE CITY OF GARDEN CITY, KANSAS**, a municipal corporation, *Grantee*

All of the following described REAL ESTATE in the County of FINNEY and the State of KANSAS, to-wit:

The East 20.0 feet of Lot 4, Block 72, Original Plat, according to R.K. Kelley's Subdivision of said Block, as measured perpendicular to and parallel with the east line of said Block.

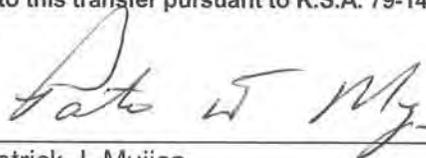
For the sum of One Dollar (\$1.00) and other good and valuable consideration.

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

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(13).

Dated:

3-29-16



Patrick J. Mujica

PATRICK J MUJICA /Grantor  
The City of Garden City, Kansas/Grantee

Quit Claim Deed

Page 2

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

BE IT REMEMBERED, that on the 29<sup>th</sup> day of March, 2016, before me, a Notary Public in and for the County and State aforesaid, came Patrick J. Mujica who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

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

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 11-30-2019



**QUIT CLAIM DEED**

Roberta J. Carreon, *Grantor*

QUIT CLAIMS TO

**THE CITY OF GARDEN CITY, KANSAS**, a municipal corporation, *Grantee*

All of the following described REAL ESTATE in the County of FINNEY and the State of KANSAS, to-wit:

The East 20.0 feet of Lot 5, Block 72, Original Plat, as measured perpendicular to and parallel with the east line of said Block.

For the sum of One Dollar (\$1.00) and other good and valuable consideration.

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

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(13).

Dated: 4-26-16

  
\_\_\_\_\_  
Roberta J. Carreon

\_\_\_\_\_



STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

BE IT REMEMBERED, that on the 26 day of April, 2016, before me, a Notary Public in and for the County and State aforesaid, came Roberta J. Carreon who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

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

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 7-14-18

**QUIT CLAIM DEED**

Darrell D. Michel Test Trust, *Grantor*

QUIT CLAIMS TO

**THE CITY OF GARDEN CITY, KANSAS**, a municipal corporation, *Grantee*

All of the following described REAL ESTATE in the County of FINNEY and the State of KANSAS, to-wit:

The East 20.0 feet of Lot 6, Block 72, Original Plat, as measured perpendicular to and parallel with the east line of said Block.

For the sum of One Dollar (\$1.00) and other good and valuable consideration.

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

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(13).

Dated: 4-19-16

\_\_\_\_\_  
Darrell D. Michel Test Trust  
By: Helen J. Michel, Trustee

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

BE IT REMEMBERED, that on the 19TH day of APRIL, 2016, before me, a Notary Public in and for the County and State aforesaid, came HELEN J MICHEL Trustee, Darrell D. Michel Test Trust who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

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

Mark Singhisen  
Notary Public

My Appointment Expires: 12/30/2019





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Department Director  
**DATE:** May 17, 2016  
**RE:** Engineering Services contract to provide City Engineering Services

---

### **ISSUE:**

The Governing Body is asked to consider and approve a contract to provide engineering services for the City.

### **BACKGROUND:**

With the creation of the Neighborhood & Development Services Department, staff solicited statements of qualifications and experience from engineering consultants. The engineering consultation will provide engineering plan review, inspections, consultation and project design for the City of Garden City. Subject to local, state and federal funding, these projects may include the following:

1. Design of new buildings and renovations
2. Project management
3. Design, review, inspections and construction of streets, bridges, sidewalks, parking lots, curb & gutter, stormwater along with electric, water production and distribution and sanitary sewer collection and treatment facilities.
4. Design, review, inspections and construction of specialized projects including surveys and plats.
5. Preparation and review of special studies; traffic, street, water, sewer, electric, stormwater, floodplain, etc.
6. May be required to attend and represent the City at scheduled and unscheduled formal and informal meetings.

The required services include, but are not limited to; engineering services for preliminary design, bidding and construction phases and incidental special services including geotechnical and surveying. The following will further explain the service expectations as outlined in the RFQ:

1. On-call services Monday - Friday 8am to 5pm. Emergency calls beyond this scope may occur and may be needed.
2. We would like to start with having an engineer on-site two days a week. Currently, those days would be Monday and Wednesday. These days will include our plan review, pre-construction meetings, staff meetings and other project related meetings.
3. We anticipate the firm will provide inspection services for infrastructure and potentially surveying services as needed.
4. We would expect the firm to provide project management services on City projects and

private project oversight and management.

5. Handle all state permitting, grants, program participation and project oversight for related applications.
6. Prepare and make recommendations regarding specification and updating minimum standards.
7. Services will be provided under the direction of the City Manager and his current designee: the Neighborhood & Development Services Director.
8. The firm will be granted access to all our information in order to provide engineering services for the City. With that said, a confidentiality agreement will be required and we will have to work out the details with our IT Department.
9. We are thinking that we will want an active until terminated agreement with an adequate notice time frame.
10. We will want spelled out what services are included in the retainer fee. In the retainer fee it should include the costs of getting this whole process organized and started.
11. We will also want to clearly delineate how the task orders will work for projects. For example, when does the task order start and how do we differentiate between services provided under the retainer and services that will become a task or project.

The City received four statements of qualifications from the following engineering firms: Wilson & Company, Inc., PEC, Earles Engineering & Inspection, Inc., and H.W. Lochner, Inc. A committee of city staff and Commissioner Janet Doll reviewed the engineering firm's qualifications and experience. The committee made their recommendations and staff selected Wilson & Company, Inc., Engineers & Architects. Staff has worked out the attached contract which has been reviewed by the City Attorney. They will provide services as outlined above and in the contract. The City will pay a retainer fee and task or project orders will be created for each project. All engineering projects over \$50,000 would follow City Purchasing and Contracting Policy for securing professional service contracts.

**ALTERNATIVE:**

1. Approve the contract and initial task orders with Wilson & Company, Inc.
2. Do not approve the contract and initial task order with Wilson & Company, Inc.

**RECOMMENDATION:**

Staff recommends Alternative #1.

**FISCAL NOTE:**

The estimated annual retainer fee is \$122,976.00 and the Neighborhood & Development Services Department will include a budget of \$250,00.00 for tasks associated with engineering services. These expenses will be offset by the expenses that were budgeted from the Engineering Department's budget. All major projects requiring engineering services will be budgeted out of each department's individual budget.

**ATTACHMENTS:**

Description	Upload Date	Type
Garden City Engineering Services Agreement	5/11/2016	Backup Material
Retainer Services	5/11/2016	Backup Material
Startup	5/11/2016	Backup Material

## OWNER-ENGINEER AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Garden City, Kansas (hereafter "Owner"), and Wilson & Company, Inc., Engineers & Architects (hereafter "Engineer"), to perform professional engineering services as described herein. Therefore, for valuable consideration as set forth herein, the Owner and Engineer agree as set forth below.

**PROJECT:** On-Call Engineering and Professional Services

**ENGINEER'S SCOPE OF SERVICES:** (hereafter referred to as "Services") are generally described as including, but not limited to plan reviews, inspections, project design and other professional services as requested by the Owner. The services requested by the Owner will be defined through individual task orders where Exhibit A defines the scope of services, Exhibit B lists the approved Sub-Consultants, and Exhibit C establishes the fee structure and amount.

**Retainer Services:** Engineer agrees to designate a licensed professional engineer to serve as the City Engineer for Owner. The entire engineering and architectural capabilities of the Engineer will be available, through this person, to the Owner. Professional consultation, recommendations and interaction with Owner's staff will be provided under a Retainer Services Task Order (GC16-0001). Additional details on the scope of work to be performed under the Retainer Services Task Order are detailed on Exhibit A: GC16-0001, Exhibit B: GC16-0001, and Exhibit C: GC16-0001 for Retainer Services.

**Engineering Services Startup, Organization and Scoping:** Engineer shall meet with City staff to develop communication and reporting requirements for all services under this agreement. Engineer will review the status of all ongoing projects and prepare a work plan to ensure progress continues on a timely basis. Engineer will establish the scope and schedule for all upcoming projects. Additional details on the scope of work to be performed under the Engineering Services Startup, Organization and Scoping are detailed on Exhibit A: GC16-0002, Exhibit B: GC16-0002, and Exhibit C: GC16-0002.

**Additional Services:** Including, but not limited to plan reviews, inspections, project design and other professional services for specific assignments will be completed under individual task orders that define the scope, schedule and estimated cost. Additional details on the scope of work to be performed for Additional Services will be detailed on separate Exhibit A, Exhibit B, and Exhibit C attachments for each assignment as they are identified and requested by Owner.

### **Terms and Conditions**

#### **ARTICLE 1** **GENERAL**

**1.1** Owner employs Engineer as an independent contractor, to perform the Services described herein. The Engineer agrees to accept responsibility for the proper conduct of Engineer's Services performed under this Agreement, whether performed by Engineer's employees or sub-consultants. Engineer shall not subcontract any portion of its work without prior written approval of Owner. Owner approves of the sub-consultants identified in the attached Exhibit B, which will be prepared for each assignment requiring the services of a sub-consultant.

**1.2** To the extent required by law, all final documents prepared by Engineer or its sub-

consultants shall be sealed by a professional licensed in the Project state.

**1.3** The Engineer shall designate a representative authorized to act in the Engineer's behalf. Engineer reserves the right to change representatives as necessary due to availability.

**1.4** The Engineer shall recommend to the Owner the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Engineer's Services.

**1.5** If the Scope of Services requires Engineer to provide Opinions of Probable Construction Cost, Owner acknowledges that since the Engineer has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices,

or over competitive bidding or market conditions, the opinions of construction costs provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's reasonable judgment as a design professional familiar with the construction industry. Engineer cannot, and does not, guarantee that the bids or the project construction costs will not vary from the Opinions of Probable Construction Cost prepared by the Engineer. If Owner desires more accurate information on Project cost, it shall retain the services of a construction estimator.

**1.6** The Engineer represents that it is authorized to practice engineering in the state in which the Project is located.

## **ARTICLE 2 ENGINEER'S OBLIGATIONS**

**2.1** Engineer agrees to perform its Services in accordance with the standard of care set out in Article 5.1. Unless otherwise provided herein, Engineer agrees to furnish all materials, supplies, tools, equipment, supervision, labor, drawings and anything else necessary to fully perform all of the Services described herein.

### **2.7 TIME**

**2.7.1** The Engineer shall commence its Services within five (5) working days of written Notice to Proceed from the Owner and if such Services are interrupted for any reason, the Engineer shall resume such Services within five (5) working days from the Owner's notice to do so.

**2.7.2** The Engineer shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Engineer shall submit, for the Owner's approval, a schedule for the performance of the Engineer's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the Owner's and the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project.

**2.7.3** The Engineer will exercise due diligence in the performance of its professional services, but due to the nature of the work, the Engineer cannot guarantee a specific timetable for completion of the Contractor's Work. The Owner waives any right to make any claims against the Engineer for any damages or expenses claims as a result of delays in the progress of the Work so long as due diligence has been exercised by the Engineer in accordance with Paragraph 5.1, below.

## **ARTICLE 3 OWNER'S OBLIGATIONS**

**3.1** The Owner shall designate a representative authorized to act in the Owner's behalf. Owner reserves the right to change representatives as necessary due to availability.

**3.2** Provide Engineer with verbal or written authorization for services. When verbal authorization is provided, Engineer will respond with written confirmation of authorization, a scope of work, Exhibit A, Task Order Scope, and Exhibit C, Work Estimate Form, which will summarize the services to be provided and the estimated cost to complete the assignment.

**3.3** Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

**3.4** The Owner shall provide the Engineer with a program outlining the scope of the Project, the budget and the schedule.

**3.5** Furnish Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

**3.6** Furnish Engineer with such additional Project-related information and data as is reasonably required to enable Engineer to complete the agreed upon services.

**3.7** With respect to all information Owner is required to provide or furnish Engineer, as set forth above in Paragraphs 3.2 through 3.5 inclusive, or any other information Owner provides or furnishes to Engineer pertinent to the Project and upon which it is reasonably anticipated Engineer will rely upon, Owner shall notify, in writing, Engineer of all defects, errors, or omissions in such information known by Owner or for which Owner should reasonably have knowledge.

**3.8** Arrange for right of entry and safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

**3.9** Furnish Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

**3.10** Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

**3.11** The Owner shall provide timely input and responses to Engineer with regard to approvals of designs or other inquiries. If the Owner detects any error or omission in Engineer's designs or documents, Owner shall give prompt notice to Engineer of same so that it may be corrected in a timely manner.

**3.12** The Owner shall, at the written request of the Engineer, prior to commencement of Engineer's services and thereafter, furnish to the Engineer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Engineer's services. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Engineer.

**3.13** If the Owner requires that any assembly, system, product item of material, or design be included in the Project without (or against) the Engineer's recommendation, or if the Owner selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) the Engineer's recommendation, the Engineer shall have no responsibility for such decision by the Owner or for the performance of such owner-specified items or persons, nor shall the Engineer be required to issue any opinion or certificate with respect to such items or the work of such persons. The Owner shall indemnify and hold the Engineer harmless from all claims, damages, loss and expense, including reasonable attorney's fees and defense costs incurred as a result of any such decision by the Owner.

**3.14** In the event that the Owner furnishes the Engineer with documents showing existing conditions, or prior projects or designs for the Engineer's use in connection with the Project, the Owner represents to the Engineer that with regard to all such documents and designs, including the Architectural Works depicted therein, whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the copyrights in and to all such documents and grants Engineer a royalty-free license to copy such documents. Owner recognizes that the

use of such documents by Engineer will be at Owner's sole risk and without any liability, risk or legal exposure to the Engineer, and Owner therefore agrees that, to the fullest extent permitted by law, the Owner will indemnify, defend and hold harmless the Engineer, its subconsultants, and their respective officers, directors, employees and agents from and against any claim of copyright infringement, trademark infringement, unfair competition or other related claim or cause of action brought or asserted by any person or entity claiming to be the lawful owner, assignee or author of such documents, or claiming some other right that has allegedly been violated by the Engineer's use of these furnished documents on this Project.

## **ARTICLE 4** **PAYMENT**

**4.1** Owner agrees to pay to the Engineer for the performance of the Engineer's Work on the following basis:

a. Retainer Services: Payments for services outlined in Exhibit A for Retainer Services (GC16-0001) will be based on a monthly retainer, plus reimbursable expenses, as detailed on Exhibit C.

b. Engineering Services Startup, Organization and Scoping: Payments for services outlined in Exhibit A: GC16-0002 will be based on an amount equal to Engineer's Direct Labor Cost times a factor equal to the Federal Acquisition (FAR) Overhead Rate (currently 1.7404) plus a fee of 13 percent on all costs for all services performed by principals and employees engaged directly on the Project plus the reimbursable expense costs incurred by Engineer on the Project. Such fee shall be full compensation for the services rendered by employees engaged and reimbursable expenses incurred directly on the Project. Estimated costs and reimbursable expenses are listed on Exhibit C: GC16-0002.

c. Miscellaneous Services: Payments for services outlined in Engineer's Scope of Services will be based on an amount equal to Engineer's Direct Labor Cost times a factor equal to the Federal Acquisition (FAR) Overhead Rate (currently 1.7404) plus a fee of 13 percent on all costs for all services performed by principals and employees engaged directly on the Project plus the reimbursable expense costs incurred by Engineer on the Project. Such fee shall be full compensation for the services rendered by employees engaged and reimbursable expenses incurred directly on the Project. Estimated costs and reimbursable expenses shall be listed on Exhibit C

prepared for each assignment, and approved by Owner before work commences.

**4.2 OTHER.** Payments for other assignments requested by Owner shall be as mutually agreed, and may include Lump Sum, Cost Plus or as otherwise agreed.

**4.3 REIMBURSABLE EXPENSES.**

Reimbursable Expenses include expenses incurred by the Engineer in the interest of the Project, as follows.

**4.3.1** Expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.

**4.3.2** Expense of reproductions, postage and handling of drawings, specifications, reports and other documents.

**4.3.3** Expense of renderings, models and mock-ups requested by the Owner.

**4.3.4** Expense of additional insurance coverage or limits, including professional liability insurance, in excess of the requirements of Article 8.

**4.3.5** Reimbursable expenses shall be paid at the direct cost of expenses incurred by the Engineer.

**4.4** Lien Waivers, in a form acceptable to Engineer, shall be furnished if requested by Owner after receipt of each progress payment.

**4.5** Applications for intermediate progress payments shall be submitted to Owner in writing and shall state the amount of the Engineer's Services that has been performed and expenses incurred during the applicable pay period. Such Applications for Payment shall clearly define the individual task order associated with the work.

**4.6** Payments to the Engineer shall be made within thirty (30) days after receipt by the Owner of the Application for Payment.

**4.6.1** If Owner disputes an application for payment, whether an intermediate progress payment of lump sum payment, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.6.

**4.6.2** If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services

or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is otherwise entitled under this Agreement.

**ARTICLE 5  
STANDARD OF CARE**

**5.1** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

**5.1.1** Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

**5.1.2** Subject to the standard of care set forth in Paragraph 5.1, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

**5.1.3** Engineer and Owner shall comply with applicable Laws and Regulations.

**5.1.3.1** Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 5.1, and to the extent compliance is not inconsistent with professional practice requirements.

**5.1.3.2** This Agreement is based on laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

**5.1.4** Engineer shall not be required to sign any document, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

**5.1.5** Engineer shall not at any time supervise, direct, control, or have authority over the work of any person or entity performing or supporting construction activities relating to the Project, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any person or entity performing or supporting construction activities relating to the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of any person or entity (not including Engineer, its employees, agents representatives, and consultants) performing or supporting construction activities relating to the Project to comply with laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, applicable to that person or entity's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any person or entity (not including Engineer, its employees, agents representatives, and consultants) performing or supporting construction activities relating to the Project.

**5.1.6** Engineer neither guarantees the performance of any person or entity performing or supporting construction activities relating to the Project nor assumes responsibility for any failure to furnish and perform the Work in accordance with the Construction Contract Documents by any person or entity performing or supporting construction activities relating to the Project.

**5.1.7** Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

## **ARTICLE 6 ADDITIONAL SERVICES**

**6.1** If authorized in writing by Owner and agreed to in writing by Engineer, Engineer shall perform services not covered by the Scope of Services under this Agreement and Engineer will be paid for such additional services by Owner as agreed by the parties prior to commencement of any work.

**6.1.2** If authorized in advance by the Owner, expense of overtime work, requiring higher than regular rates, shall be paid as Additional Services.

## **ARTICLE 7 USE OF ENGINEER'S DOCUMENTS**

**7.1** The Engineer shall be deemed the author of all documents and designs created and prepared by the Engineer and shall retain all common law, statutory and other reserved rights, including the copyrights. Subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents and designs created and prepared by the Engineer, the Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's drawings, specifications and other documents for information and reference, subject to the following limitations:

**7.1.1** Owner acknowledges that such documents and designs created and prepared by the Engineer are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

**7.1.2** Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;

**7.1.3** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and,

**7.1.4** Such limited license to Owner shall not create any rights in third parties.

7.2 The Owner shall not use, modify or assign to others the Engineer's documents or designs on other projects without the Engineer's express written consent.

**ARTICLE 8  
INSURANCE**

8.1 Engineer shall procure and maintain in force, Worker's Compensation Insurance, Commercial General Liability Insurance and Professional Liability Insurance. Owner agrees to look to the proceeds of insurance to satisfy claims against the Engineer and Owner will not hold payment due to the Engineer for claims that are covered by Engineer's insurance. The Engineer's insurance shall be written with limits of liability not less than those set forth below:

<u>TYPE</u>	<u>LIMITS</u>
Workers Compensation	Statutory Amount
Professional Liability	\$1,000,000.
Per Claim and Annual Aggregate	
General Liability:	
Bodily Injury (including death)	
Each Occurrence	\$1,000,000.
Aggregate	\$1,000,000.
Property Damage	
Each Occurrence	\$1,000,000.
Automobile Liability:	
Combined Single Limit	
Each Accident	\$1,000,000.

8.2 The Engineer shall maintain in effect all insurance coverage required under this Agreement at the Engineer's sole expense. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, except for non-payment of premium, until at least thirty (30) days prior written notice has been given to the Owner.

**ARTICLE 9  
INDEMNITY**

9.1 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from actual direct losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim,

action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act, error, or omission of Engineer or those for whom Engineer is legally liable in the performance of professional services in this Agreement. Nothing in this paragraph shall obligate Engineer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Section 12, "Limitation of Liability."**

9.2 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, court having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from any damage, liability, cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Owner's negligent acts, errors, or omissions and those for whom Owner is legally liable and arising from the project that is the subject of this Agreement.

9.3 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from any material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**9.4** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

**9.5** To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

**9.6** To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

**ARTICLE 10**  
**DISPUTE RESOLUTION**

**10.1** In the event a dispute shall arise between the parties to this Agreement, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally. The mediation shall be administered by a mutually agreeable mediation service pursuant to mutually agreeable rules and shall be held in Garden City, Kansas, unless another location is mutually agreed upon.

**ARTICLE 11**  
**CONTRACT INTERPRETATION**

**11.1** This Agreement shall be governed by the law of the state of Kansas.

**11.2** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The invalid provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

**11.3** This Agreement is solely for the benefit of the parties hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral.

**11.4** No modification or amendment of any of the terms and conditions of this Agreement shall be valid unless agreed to in writing and signed by both parties.

**11.5** To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**ARTICLE 12**  
**LIMITATION OF LIABILITY**

**12.1** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer, its officers, directors, employees, agents, and sub-consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of Engineer, its officers, directors, employees, agents or sub-consultants or any of them, shall not exceed the total compensation actually received by Engineer from Owner under this Agreement

**ARTICLE 13**  
**TERM OF SERVICE, SUSPENSION AND**  
**TERMINATION**

**13.1** This Agreement shall remain in effect until terminated by either party as outlined in Section 13.3 below.

**13.2** Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Article 4.

**13.3** The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice through no fault of the terminating party.

**ARTICLE 14**  
**ADDITIONAL TERMS**

**NONE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

Owner: City of Garden City, Kansas

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Engineer: Wilson & Company, Inc., Engineers & Architects

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**None of the parties shall be legally bound by anything contained herein, or any negotiations pursuant hereto, unless and until the parties have agreed to all terms and this document has been executed and delivered by authorized representatives of each party.**

**EXHIBIT A**  
**Scope of Services**

(Example – a Task Order specific Exhibit A will be prepared for each individual task order.)

**EXHIBIT B**  
**Sub-Consultants**

(Example – a Task Order specific Exhibit B will be prepared for each individual task order that requires the use of sub-consultants.)

**EXHIBIT C**  
**Work Estimate Form**

(Example – a Task Order specific Exhibit C will be prepared each individual task order.)

## **Exhibit A: GC16-0001**

Garden City Engineering Services

### **Task Order Scope**

**Description:** Retainer Services

**Project Location:** City wide

**Scope of Work:** The scope listed below defines the work to be completed in Task Order GC16-0001. **Task Order GC16-0001 work is defined as:** Engineer will designate a licensed professional engineer to serve as the City Engineer for the Owner. The designated representative will be in the city offices two days a week to work with City Staff and attend plan review, pre-construction, staff meetings, and other project related meetings as needed. Minor engineering assignments requiring 2 hours or less would be completed as part of the monthly retainer. The retainer services task order will be the forum from which all other task orders will be determined.

**Schedule:** The two days established are Mondays and Wednesdays, these days can be changed should the Owner and Engineer agree. This task order will terminate on 31 December 2016 and will be replaced with Task Order GC17-0001.

**Engineer Designated Representative(s):** L. Tyler Glissman, P.E.; Jeff Holste, PE.

**Owner Designated Representative:** Kaleb Kentner, AICP

**Exhibit B: GC16-0001**

Garden City Engineering Services

**Sub-Consultants**

Owner approves of the use of the following sub-consultants by Engineer:

Name

Discipline

None



**Exhibit A: GC16-0002**

Garden City Engineering Services

**Task Order Scope**

**Description:** Establish Engineering Services Startup, Organization and Scoping.

**Project Location:** City wide

**Scope of Work:** The scope listed below defines the work to be completed in Task Order GC16-0002. **Task Order GC16-0002 work is defined as:** Engineer shall meet with City staff to develop communication and reporting requirements for all services under the On-Call and Professional Services agreement. Engineer will review the status of all on-going projects and prepare a work plan to ensure progress continues on a timely basis. Engineer will establish the scope and schedule for all upcoming projects, along with a method of tracking and reporting on all the City's projects.

**Schedule:** This task order will be completed over a period of six weeks of the receipt of Notice to Proceed.

**Engineer Designated Representative(s):** L. Tyler Glissman, P.E., Jeff Holste, P.E.

**Owner Designated Representative:** Kaleb Kentner, AICP

**Exhibit B: GC16-0002**

Garden City Engineering Services

**Sub-Consultants**

Owner approves of the use of the following sub-consultants by Engineer:

Name

Discipline

None

**Exhibit C: GC16-0002**

**Work Estimate Form**

**Description:** Establish Engineering Services Startup, Organization, Communication, and Scoping

**Fee Type:** Cost Plus Maximum

<u>Direct Salary</u>	Hourly	Estimated	
Position Classification	Rate	Hours	Total Cost
Tyler Glissman	\$68.84	72	\$4,956.48
Jeff Holste	\$42.68	72	\$3,072.96
Courtney Davenport	\$20.00	8	\$160.00
Micah Radler	\$18.00	16	\$288.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Overhead Rate 174.04 %

Subtotal \$8,477.44

Overhead \$14,754.14

<u>Direct Expense</u>	A	unit	B	A*B
Misc/Postage	1.0	l.s.	\$100.00	\$100.00
Mileage	2,000.0	mi.	\$0.54	\$1,080.00
Hotel	12.0	day	\$155.00	\$1,860.00
Meals	24.0	day	\$20.00	\$480.00
				\$0.00
				\$0.00

Subtotal \$23,231.58

Fixed Fee (13%) \$3,020.10

Subtotal \$26,251.68

Direct Expense \$3,520.00

Upper Limit \$29,771.68

Direct Expenses \$3,520.00

Wilson & Company, Inc., Eng & Arch Signature

Garden City Signatures

Consultant: L. Tyler Glissman, P.E.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature (Date)

Principal (Date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature (Date)



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Sam Curran, Public Works Director  
**DATE:** May 17, 2016  
**RE:** Solid Waste Sideload Container Bid - 2016

---

### **ISSUE:**

The Governing Body is asked to consider and approve to purchase 250 sideload trash containers.

### **BACKGROUND:**

Bids were opened May 10, 2016 in the Administrative Building at 10:00 a.m. for 250 (3 yard) sideload metal trash containers. The low bidder was Downing Sales & Service from Phillipsburg, Missouri for \$114,750. The delivery date for the containers is 4 - 6 weeks from approval of the bid.

Staff has attached the bid tabulation sheet for your review.

### **ALTERNATIVE:**

1. Approve the low bid of 250 (3 yard) sideload containers from Downing Sales & Service for \$114,750.
2. Reject the low bid from Downing Sales & Service.

### **RECOMMENDATION:**

Staff recommends (Alternative 1), approving the purchase of 250 (3 yard) sideload containers from Downing Sales & Service for \$114,750.

### **FISCAL NOTE:**

Trash containers - \$114,750, fund cite #075-51-511-6185; Budgeted Amount \$125,000.

### **ATTACHMENTS:**

Description	Upload Date	Type
2016 Solid Waste Container Bid Tabulation	5/10/2016	Backup Material

# CITY OF GARDEN CITY SOLID WASTE CONTAINERS

## BID TABULATION SHEET

Date & Time: Tuesday, 10 May 2016  
 Equipment: Solid Waste Containers  
 Location: Conference Room, City Hall

<u>DEPT.</u>	<u>BUDGET</u>
Solid Waste	<u>\$125,000.00</u>

BIDDERS	250 3 YD SIDELOAD	GOV'T DISCOUNT	TOTAL	DELIVERY DATE	EXCEPTIONS & COMMENTS
Downing Sales & Service Phillipsburg, MO	<b>\$459.00</b> Each	<b>\$0.00</b>	<b>\$114,750.00</b>	<b>4 - 6 weeks</b>	
Waste Systems Abernathy, TX	\$463.49 Each	\$0.00	\$115,872.50	4 weeks	
MWC Atkinson, NE	\$581.00 Each	(\$6,500.00)	\$138,750.00	8 weeks	



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** May 17, 2016  
**RE:** 2016 Vegetation Mowing Applicants

---

### **ISSUE:**

The Governing Body is asked to consider and approve applications for 2016 Vegetation Mowing for Code Violations.

### **BACKGROUND:**

The Neighborhood & Development Services Department is beginning vegetation mowing for the year ending November 30th at the following rates:

Small Lots - \$30/hour  
Large Lots - \$70/hour

Lot size is determined by the Code Compliance Officer.

### **ALTERNATIVE:**

1. City Commission may approve all of the applicants.
2. City Commission may approve some of the applicants.
3. City Commission may not approve any of the applicants.
4. City Commission may take no action.

### **RECOMMENDATION:**

Staff recommends Alternative 1; approving all applicants that are eligible to be used on an as-needed basis. The following applicants submitted an application:

C. Brent Sinclair  
Shannon D. Smith  
John R. LaPoint  
Charles F. Wallace  
Alfonso Marroquin Jr.  
Jason M. Buddy  
Gary L. Ray  
Larry O. Stimatze  
Dusty L. Gilbert  
Brandyn Jose Terrazas

### **FISCAL NOTE:**

Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through collections or specials assessed to the property.

**ATTACHMENTS:**

Description	Upload Date	Type
Vegetation Mowing Applications	5/5/2016	Backup Material
2016 Vegetation Mowing Contracts	5/6/2016	Backup Material

## AGREEMENT FOR VEGETATION MOWING

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NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00\* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00\* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

**(\*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)**

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

10. DEFAULT. This Agreement is made upon the express condition that if Contractor fails to comply with the terms of this Agreement, or if Contractor fails or neglects to perform or observe any of Contractor's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of this Agreement. City shall have the right to pursue all available remedies allowed by law, should Contractor be in default. If this Agreement is terminated by City, City shall only be obligated to pay Contractor for services actually provided prior to date of termination. Any waiver of any breach of the terms herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same term or otherwise.

11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
   Code Inspection Department  
   Box 998  
   Garden City, Kansas 67846

If to Contractor:              C. Brent Sinclair  
   903 ½ Evans  
   Garden City, Kansas 67846

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
C. Brent Sinclair

## AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this \_\_\_\_\_ day of May, 2016, between the CITY OF GARDEN CITY, KANSAS, and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

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The City will pay \$30.00\* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00\* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

**(\*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)**

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

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11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor:              Shannon D. Smith  
1160 N Farmland Rd  
Garden City, Kansas 67846

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- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Shannon D. Smith

## AGREEMENT FOR VEGETATION MOWING

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By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
John R. LaPoint

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If to City:                      City of Garden City  
   Code Inspection Department  
   Box 998  
   Garden City, Kansas 67846

If to Contractor:              Charles F. Wallace  
   1811 N. Campus Dr.  
   Garden City, KS 67846

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Charles F. Wallace

## AGREEMENT FOR VEGETATION MOWING

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

10. DEFAULT. This Agreement is made upon the express condition that if Contractor fails to comply with the terms of this Agreement, or if Contractor fails or neglects to perform or observe any of Contractor's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of this Agreement. City shall have the right to pursue all available remedies allowed by law, should Contractor be in default. If this Agreement is terminated by City, City shall only be obligated to pay Contractor for services actually provided prior to date of termination. Any waiver of any breach of the terms herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same term or otherwise.

11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor:              Alfonso Marroquin Jr.  
201 S 5<sup>th</sup> St  
Garden City, KS 67846

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Alfonso Marroquin Jr.

## AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this \_\_\_\_\_ day of May, 2016, between the CITY OF GARDEN CITY, KANSAS, and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00\* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00\* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

**(\*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)**

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

10. DEFAULT. This Agreement is made upon the express condition that if Contractor fails to comply with the terms of this Agreement, or if Contractor fails or neglects to perform or observe any of Contractor's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of this Agreement. City shall have the right to pursue all available remedies allowed by law, should Contractor be in default. If this Agreement is terminated by City, City shall only be obligated to pay Contractor for services actually provided prior to date of termination. Any waiver of any breach of the terms herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same term or otherwise.

11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor:              Jason M. Buddy  
1514 Hattie  
Garden City, KS 67846

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Jason M. Buddy

## AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this \_\_\_\_\_ day of May, 2016, between the CITY OF GARDEN CITY, KANSAS, and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00\* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00\* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

**(\*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)**

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

10. DEFAULT. This Agreement is made upon the express condition that if Contractor fails to comply with the terms of this Agreement, or if Contractor fails or neglects to perform or observe any of Contractor's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of this Agreement. City shall have the right to pursue all available remedies allowed by law, should Contractor be in default. If this Agreement is terminated by City, City shall only be obligated to pay Contractor for services actually provided prior to date of termination. Any waiver of any breach of the terms herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same term or otherwise.

11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor:              Gary L. Ray  
1719 Janice  
Garden City, KS 67846

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Gary L. Ray

## AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this \_\_\_\_\_ day of May, 2016, between the CITY OF GARDEN CITY, KANSAS, and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00\* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00\* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

**(\*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)**

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

10. DEFAULT. This Agreement is made upon the express condition that if Contractor fails to comply with the terms of this Agreement, or if Contractor fails or neglects to perform or observe any of Contractor's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of this Agreement. City shall have the right to pursue all available remedies allowed by law, should Contractor be in default. If this Agreement is terminated by City, City shall only be obligated to pay Contractor for services actually provided prior to date of termination. Any waiver of any breach of the terms herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same term or otherwise.

11. GENERAL COVENANTS.

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

If to City: City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor: Larry O. Stimatze  
2014 N Mohawk Dr  
Garden City, KS 67846

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Larry O. Stimatze

## AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this \_\_\_\_\_ day of May, 2016, between the CITY OF GARDEN CITY, KANSAS, and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00\* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00\* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

**(\*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)**

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

10. DEFAULT. This Agreement is made upon the express condition that if Contractor fails to comply with the terms of this Agreement, or if Contractor fails or neglects to perform or observe any of Contractor's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to Contractor from City, City at any time thereafter, by written notice to Contractor, may lawfully declare the termination of this Agreement. City shall have the right to pursue all available remedies allowed by law, should Contractor be in default. If this Agreement is terminated by City, City shall only be obligated to pay Contractor for services actually provided prior to date of termination. Any waiver of any breach of the terms herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a forfeiture for any succeeding breach either of the same term or otherwise.

11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor:              Dusty L. Gilbert  
3778 W Jones Ave  
Garden City, KS 67846

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Dusty L. Gilbert

## AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this \_\_\_\_\_ day of May, 2016, between the CITY OF GARDEN CITY, KANSAS, and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provide services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

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4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

Contractor. Contractor shall at all times be regarded as an independent contractor and shall not at any time act as agent for, or employee of, City.

6. SAFE OPERATION. Contractor agrees to perform the duties required by this Agreement in a manner providing the highest regard to the safety and wellbeing of the public, property owners and occupants, and Contractor's employees.

7. ASSIGNMENT. Contractor shall not assign or transfer this Agreement.

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

9. TERMINATION. This Agreement may be terminated by either party, for any reason, by giving ten (10) days written notice of termination to the other party.

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11. GENERAL COVENANTS.

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

If to City:                      City of Garden City  
Code Inspection Department  
Box 998  
Garden City, Kansas 67846

If to Contractor:              Brandyn Jose Terrazas  
916 N Purdue  
Liberal, KS 67901

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

(b) This document incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Chris Law, Mayor

ATTEST:

\_\_\_\_\_  
Celyn Hurtado, City Clerk

CONTRACTOR

By \_\_\_\_\_  
Brandyn Jose Terrazas



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director and Celyn Hurtado, City Clerk  
**DATE:** May 17, 2016  
**RE:** New and Renewed Licenses

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**ISSUE:**

The Governing Body is asked to consider and approve licenses for May 17, 2016.

**BACKGROUND:**

Attached is the list of contractors and businesses who have applied for a new or renewal license from Neighborhood & Development Services and the City Clerk. All of the contractors and businesses on the list have completed the requirements necessary to obtain their license for 2016.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
May 17, 2016 Licenses	5/11/2016	Backup Material

# CONTRACTOR LICENSE AGENDA

May 17, 2016

2016 NEW

## **CLASS B GENERAL CONTRACTOR**

Big D Plumbing & General Contracting  
DTD Construction Inc.  
ICS Inc.  
Joe R. Jones Construction Inc.

## **CLASS D- E ELECTRICAL**

Steve's Electric

## **CLASS D – R ROOFING**

RSG Construction LLC

## **CLASS D – PLUMBING WITH GAS**

J Lozar Plumbing

2016 RENEWAL

## **CLASS B GENERAL CONTRACTOR**

Wolters Construction, LLC

## **CLASS E- SOC SPECIALIZED OTHER**

Coleman Sprinkler Lawn & Landscaping LLC

## **CEREAL MALT BEVERAGE**

2016 RENEWAL

Buffalo Dunes Golf Course

# Other Entities Minutes



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** May 17, 2016  
**RE:** Airport Advisory Board Minutes for April 14, 2016 meeting

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**ISSUE:**

Presentation of the April 14, 2016 minutes from the Airport Advisory Board.

**BACKGROUND:**

Attached is the April 14, 2016 minutes from the Airport Advisory Board.

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
April 14, 2016 Airport Advisory Board Minutes	5/9/2016	Backup Material



**GARDEN CITY REGIONAL AIRPORT  
ADVISORY BOARD MINUTES  
APRIL 14, 2016**

**5:30 P.M. MEETING CALLED TO ORDER**

**MEMBERS PRESENT**

Charlie Robinson, Darin Germann, Max Meschberger, and Jette DeSalvo.

**MEMBERS ABSENT**

Ken Frey, Marlo Miller, and Steve Ziegler.

**STAFF PRESENT**

Rachelle Powell and Darroch Perkins

**ITEM 1 PUBLIC COMMENT**

No public comment.

**ITEM 2 APPROVAL OF MARCH 10, 2016 MINUTES**

Jette DeSalvo made a motion to approve the March 10, 2016 Airport Advisory Board minutes. Darin Germann seconded the motion. The motion passed unanimously.

**ITEM 3 EAGLEMED LEASE REVIEW**

EagleMed LLC currently rents 2,612 square feet of office space at the airport. The lease began on August 1, 2010 and renews automatically on an annual basis. The original rent was \$845.75 per month, but was amended on July 1, 2011 to include additional space with an increase in rent to \$890.75 per month. The area is rented at \$4.09 square feet. EagleMed LLC is responsible for any and all necessary maintenance and repairs to the improvements on the leased premises, janitorial services and electricity and gas. The City provides water at no charge.

In comparison, LifeTeam currently rents the airport house with approximately 3,000 square feet, which is \$4.00 per square foot. LifeTeam is responsible for all utilities and is responsible for the maintenance necessary to keep the rented premises in clean and neat condition. The City is responsible for maintenance of all major items.

Staff recommends the automatic renewal of the lease agreement between EagleMed LLC and the City of Garden City. Charlie Robinson made the motion to renew the current lease agreement between EagleMed LLC and the City of

Garden City for another year. Darin Germann seconded the motion. The motion passed unanimously.

**ITEM 4 LIFETEAM LEASE REVIEW**

LifeTeam rents the airport house property. The term of lease is for five (5) years from July 1, 2016 to June 30, 2020. LifeTeam rents approximately 3,000 square feet for \$12,000 annual rent, which is \$4.00 per square foot. LifeTeam is responsible for all utilities and is responsible for the maintenance necessary to keep the rented premises in clean and neat condition. The City is responsible for maintenance of all major items.

The Airport Advisory Board took no action.

**ITEM 5 OBSTRUCTION NOTICE**

The Airport Advisory Board reviewed the Federal Aviation Administration's Public Notice on Aeronautical Study Number 2015-ACE-3660-OE and the City of Garden City's response letter. The board discussed the issue and recommended the Governing Body approve the response letter on April 19, 2016.

**ITEM 6 DIRECTOR'S REPORT**

Staff reviewed three additional items that were not included in the board packet. The three items are listed below.

1. Federal Aviation Administration Lease of storage space.
  - a. Staff is currently negotiating the lease and will present it to the board for approval.
2. Napoli's Lease Amendment
  - a. An amendment to the lease is being drafted to clarify the City of Garden City will pay for the phone bill in order to retain the established restaurant phone number that has been in service for more than 20 years (regardless of the operator). The amendment will be presented to the advisory board.
3. Steve Ziegler Resignation
  - a. Steve submitted his resignation to the advisory board effective immediately. Staff will provide information on the vacated position and request appointment of a new Vice-Chairperson at the May meeting.

Staff discussed the Director's Report with the Airport Advisory Board.

**ITEM 7 MONTHLY REPORTS**

Staff reviewed the monthly reports with the Airport Advisory Board.

**ITEM 8      BOARD MEMBER COMMENTS**

- A.     Charlie Robinson –Enjoyed the article about the airport that staff emailed.
- B.     Ken Frey –Absent.
- C.     Marlo Miller –Absent.
- D.     Darin Germann –No comment.
- E.     Max Meschberger –No comment.
- F.     Jette DeSalvo-No comment.
- G.     Vacant

**ITEM 9      ADJOURNMENT**

Darin Germann made a motion to adjourn. Jette DeSalvo seconded the motion.  
The motion passed unanimously.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Sam Curran, Director of Public Works  
**DATE:** May 17, 2016  
**RE:** Traffic Advisory Minutes for December 7, 2015 meeting.

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**ISSUE:**

Presentation of the December 7, 2015 minutes from the Traffic Advisory Board.

**BACKGROUND:**

Attached is the Traffic Advisory Board approved minutes for December 7, 2015.

**ALTERNATIVE:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Traffic Advisory Minutes - December 7, 2015	5/10/2016	Backup Material

**CITY OF GARDEN CITY**  
**Traffic Advisory Committee**  
**Minutes of Meeting**  
**Monday, December 7, 2015**  
**5:30 p.m.**

**A. Call Meeting to Order:** Julie Christner called the meeting to order at 5:30 p.m.

**B. Members Present:** Gloria Allen, Gary Bennett, Julie Christner, Keith Collins and Vicki Germann

**C. Members Absent:** MPO Troy Davis

**D. Others Present:** Kenne Whitson with St. Catherine Hospital

**E. Approval of Minutes:**

- Gary motioned to approve the September 14, 2015 Minutes
- Keith 2<sup>nd</sup>
- Motion passed

**F. Summary of Current Projects:**

- None

**G. Old Business:**

- None

**H. New Business:** Items #1 and #2 was for Discussion Only, will revisit at a later meeting

1. **DISCUSSION ONLY:** Create additional parking for the Hospital by turning Sixth Street into one-way between Walnut Street and Spruce Street and remove some of the no parking areas

### Background:

Received a request to turn Sixth Street into one-way between Walnut Street and Spruce Street and remove some of the no parking areas to create additional parking for the Hospital

### Discussion:

- Attached drawings show the layouts of the parking spaces.
  - i. Parallel parking both sides, two way traffic, closing two hospital entrances, reconstructing Hospital parking lot  
**Additional Parking – 33 on street, 11 on-site**
  - ii. 35% reverse angle and parallel parking, one-way southbound from Cedar to Spruce with on-site construction  
**Additional Parking – 35 on street, 11 on-site**
  - iii. 45% reverse angle and parallel parking, one-way southbound from Cedar to Spruce with on-site construction  
**Additional Parking – 40 on street, 11 on-site**
  - iv. 60% reverse angle and parallel parking, one-way southbound from Cedar to Spruce with on-site construction  
**Additional Parking – 34 on street, 11 on-site**
- Kenne – used to be parking on Fourth Street and Sixth Street. The Hospital needs more parking due to the growth of the Cancer Center. If we allow parking again, it will shrink the street and possibly slow the traffic
- Board Member Germann – can we do angle parking on Cedar Street
- Kenne – concerned about drainage on Sixth Street
- Board Member Christner – can the Hospital purchase more property for a parking lot
- Kenne – didn't know if it could be zoned for a parking lot
- Board Member Germann – What about the Hospital installing a multi-level parking lot
- Kenne – Hospital is looking at doing something different at the horseshoe or possibly valet parking
- Board Member Germann – I would like to see us, the Board, avoid one-way streets
- Board Member Christner – I would like to see us, the Board, avoid angle parking
- Kenne – is that bump outs or paint outs on Fourth Street
- Sam – paint outs, but the City can do bump outs later

### Options:

### Recommendation:

- **Discussion only, will be revisited at a later date**

## **2. Create parking for the Hospital on Fourth Street between Walnut Street and Spruce Street by removing some of the no parking areas**

### Background:

Received a request to create parking on Fourth Street between Walnut Street and Spruce Street by removing some of the no parking areas for the Hospital

### Discussion:

- Parallel parking both sides, two way traffic  
Additional Parking – 28 on street
- Creating three lane section on Fourth Street from Walnut Street to Spruce Street  
Additional Parking - None

### Options:

### Recommendations:

- **Discussion only, will be revisited at a later date**

## **3. Request to install 4-way “STOP” at the intersection of Pine Street and Sixth Street. Currently, the intersection has “Stop” signs for northbound and southbound traffic on Sixth Street**

### Background:

The City received a request from the public to look into creating a four-way stop at the intersection of Sixth Street and Pine Street stating safety reasons for their request

### Discussion:

Staff provided the following for the Board’s review:

- Summary of the traffic volume count data with peak hours
- Map identifying the locations of the traffic counts
- Traffic accident summary
  - I. 2010 – 3 accidents reported, unknown location or type
  - II. 2011 – 1 accident reported, non-intersection related, backing out
  - III. 2012 – 0 accidents reported
  - IV. 2013 – 0 accidents reported
  - V. 2014 – 2 accidents reported, non-intersection related, backing out
  - VI. 2015 – 0 accidents reported

- Some common rules or guidelines when installing four-way stop intersections are:
  - i. One indication that an intersection may need three or four-way stop control is its accident patterns. If five or more right and left-turn collisions or right-angle collisions have occurred during the past 12 months, this type of control may be justified
  - ii. A three or four-way stop can also be used as an interim traffic control measure while a traffic signal is being installed at the intersection
  - iii. The volume of traffic which enters an intersection is another guideline:
    1. The total number of vehicles entering the intersection from all approaches must average at least 500 vehicles per hour for any eight hours of an average day
    2. Vehicles and pedestrians combined from both approaches of a minor street must average at least 200 units per hour for the same eight hours. (You must also determine that vehicles entering from the minor street are delayed at least 30 seconds on the average during the hour when the traffic volume is highest)

Options:

- Deny the request to install additional “Stop” signs at the intersection of Sixth Street and Pine Street
- Approve the request to install additional “Stop” signs at the intersection of Sixth Street and Pine Street

Recommendation:

- After reviewing the information provided, the Board felt there was a lack of data support for the citizen’s request for additional “Stop” signs
- Keith motioned to deny the request to install additional “Stop” signs at the intersection of Sixth Street and Pine Street
- Julie 2<sup>nd</sup>
- Motion passed

**I. Other Business:**

**1. Expired Terms: Julie Christner and Keith Collins**

Background:

Julie Christner and Keith Collins were both appointed to the Traffic Advisory Board on October 1, 2012; terms expired October 1, 2015. Julie and Keith would like to be reappointed for another three years

Eagaly Diaz has submitted an application to serve on the following: Traffic Advisory Committee, Police/Citizen and the Landmarks Commission Boards

Options:

- Authorize to reappoint Ms. Christener for another three years
- Authorize to reappoint Mr. Collins for another three years
- Authorize to appoint Ms. Diaz for a three year term
- Deny the requests

Recommendation:

- Vicki motioned to reappoint Julie Christener to fill one of the vacant seats, and reappoint Keith Collins to fill the other vacant seat
- Gloria 2<sup>nd</sup>
- Motion passed

**J. Committee Member Observations:**

1. Julie Christner - Chairperson:
2. Vicki Germann – Vice-Chairperson:
  - The Reserves at Prairie Ridge (Apartments south of the Trail) – residents fly out of their parking lot
  - Street signs are fading – would like to have this addressed
  - Could there be angle parking on Cedar Street east of the Hospital
3. Gloria Allen:
4. Garry Bennett:
5. Keith Collins:
6. MPO Troy Davis:

**K. Adjourn Meeting**

- Gloria motioned to adjourn meeting
- Keith 2<sup>nd</sup>
- Motion passed
- Meeting adjourned at 6:37 p.m.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland, Zoo Director  
**DATE:** May 17, 2016  
**RE:** Zoo Advisory Board agenda and minutes for May 2016 meeting

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**ISSUE:**

Presentation of the May 3, 2016 minutes from the Zoo Advisory Board.

**BACKGROUND:**

Attached are the May 2016 Zoo Advisory Board agenda and minutes

**ALTERNATIVE:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
May 2016 ZAB agenda	5/11/2016	Backup Material
ZAB May 2016 minutes	5/11/2016	Backup Material

FINNUP CENTER FOR CONSERVATION  
EDUCATION

5:00 PM, TUESDAY, MAY 3, 2016

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Zoo Monthly Report
2. FOLRZ Report
3. Upcoming Board Member Changes

V. OLD BUSINESS

1. Strategic Plan Updates
2. Monkey Business Update – ~ June 2<sup>nd</sup> – 12<sup>th</sup>
3. Event Update

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board  
Minutes of Meeting Held  
Tuesday, May 3, 2016

Members Present: Jimmy Deal, Tammy Rieth, Phil Sloderbeck, Taylor Freburg, Donna Lightner, Kathy Diehl

Members Absent: Ryan Derstein

Others Present: Kristi Newland, Donna Wohler, Jordan Piha, Jessica Norton, Whitney Buchman

- I. The meeting was called to order at 5:13
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the April meeting were approved.
- IV. New Business
  - a. Zoo Monthly Report – Two black rhinos have arrived and are settling in. Keepers are getting to know them; they will probably go outside in the yard next week. The Street Dept. helped a tremendous amount with the pool, pouring some concrete pads, and helping unload the crate. Staff is working with the Electric Dept. to add more security cameras. Earth Day took place at the zoo as well as a KACEE Project Learning Tree workshop. Docent training has concluded.
  - b. FOLRZ Report – The membership drive has wrapped up. Most of the promo codes used that distinguished different types of advertising were from newspaper ads. Ashley Guinn has been hired as the new Safari Shoppe manager. Posters and tickets for Monkey Business have been designed and printed. Electricity to the sluice has been hooked up, but not tested yet.
  - c. Upcoming Board Member Changes – Terms will expire for Tammy, Taylor, and Jimmy. Taylor and Jimmy have served one term so are eligible and want to serve another term. Tammy has served 2 terms, so will go off the board. Kristi asked the board to be thinking of people who would be interested in serving.
- V. Old Business
  - a. Strategic Plan Updates – Zoo Advisors are in town and have been meeting with staff and community members, including some ZAB members, to update the strategic plan, moving the zoo and FOLRZ forward. They will come back in the near future to present some ideas.
  - b. Monkey Business Update – June 2<sup>nd</sup> through the 12<sup>th</sup> – Tickets are now on sale. A performance on June 7<sup>th</sup> has been added. The 2 Sunday performances are at 2:00 and the rest are at 7:30. 109 tickets are available for each performance. Cake, cookies, and brownies will be served after each performance, and a signup sheet will be sent out for people to bring and/or serve dessert.
  - c. Event Update – Beef Empire Days will be holding Chuckwagons in the Park and an evening concert on the West Green. The zoo will be closed to traffic that day. The City Commission approved their request including having the zoo usage fee reduced.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 5:55.

**Next scheduled Meeting is June 7, 2016 at 5:00 p.m.**