



AGENDA
CITY COMMISSION MEETING
Tuesday, November 1, 2016
1:00 PM
City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. – 11:45 a.m. at the Southeast corner of Maple Street and Main Street for a Park dedication presentation and reception to follow at the Finnup Center for Conservation Education. Administrative staff will be present and the pre-meeting is open to the public.

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

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

A. September 16, 2016 City Special Meeting minutes

B. October 18, 2016 City Commission Minutes.

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. The Governing Body is asked to consider a proclamation honoring a former employee.

B. The Governing Body is asked to consider and allow the Mayor to approve a request from Ms. Jo Ann Mangan, Garden City Education Association (GCEA) President, to proclaim November 14-18, 2016 as American Education Week in Garden City, Kansas.

C. The Governing Body is asked to consider and approve a request from Garden City Downtown Vision, Inc. and the Garden City Area Chamber of Commerce to allow the Mayor to proclaim Saturday, November 26, 2016 as Small Business Saturday in Garden City.

VII. REPORT OF THE CITY MANAGER

A. Fire Chief Allen Shelton will present information regarding the recent memorial services attended by a delegation of the Garden City Fire Department Honor

Guard.

- B. City Manager Allen wishes to recognize the efforts of Melinda Hitz, Finance Director and her department along with Lewis, Hooper, & Dick, LLC on the occasion of receiving the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association for the year ended December 31, 2015.
- C. Presentation of the Monthly Sales Tax Report from Service and Finance.
- D. Ray Purdy's term on the Finney County Economic Development Corporation (FCEDC) Board expires at the end of 2016 and he has advised City staff that he will not seek re-appointment. Ray has served as a City representative to the FCEDC board for the last six years. FCEDC has begun the process to advertise the opening and gather expressions of interest to serve.

VIII. MEETINGS OF NOTE

- November 5, 2016 - Banner Art Auction, Clarion Inn - 6:30 p.m.
- November 12, 2016 - Veterans Day Parade, Main Street from 10:00 a.m. - 11:00 a.m., fireworks approximately 30 minutes after sunset.
- November 26, 2016 - Downtown Holiday Open Houses
- November 26, 2016 - Downtown Tree Lighting Ceremony at Stevens Park - 6:00 p.m.
- December 4, 2016 - Downtown Evening Christmas Parade, Main Street - 6:00 p.m.
- December 10, 2016 - Tuba Christmas, Main Street from 3:00 p.m. - 5:00 p.m.
- December 16, 2016 - Mayor's Christmas Party at Samy's Steakhouse at 6:30 p.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2422-2016A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve the amendment to the Zoning Regulations of Garden City, Kansas to amend Section 2.030, Definitions, to include Physical Fitness Facility, to amend Sections 17.030 and 18.030 to allow physical fitness centers as a conditional use, and to amend Section 24.060 to specify parking spaces for physical fitness centers.

1. Ordinance No. _____-2016, an ordinance amending the Zoning Regulations for the City of Garden City, Kansas to regulate the "I-1" Light Industrial District and the "I-2" Medium Industrial District; amending Zoning Regulation Sections 17.030, 18.030 And 24.060; repealing in their entirety current Zoning Regulation Sections 17.030, 18.030 And 24.060; 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 bid that will sell the

property at 1904 Crestway.

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve the 2016 Budget Amendments that are necessary to reflect actual 2016 expenditures.
- B. The Governing Body is asked to consider and approve the audit engagement letter prepared by Lewis, Hooper & Dick, LLC for December 31, 2016 through 2020.

C. ***Consent Agenda for approval consideration:***

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

- 1. The Governing Body is asked to consider and approve the First Lot Split of Lot 3, Lewis Industrial Subdivision.
- 2. The Governing Body is asked to consider and approve a contract for professional engineering services between the City and Mid America Consultants, Inc.
- 3. The Governing Body is asked to consider and approve the licenses for November 1, 2016.
- 4. Quit Claim Deed from Mary Orozco transferring Space 8, Lot 106, Zone C, of Sunset Memorial Gardens, to City of Garden City.

XIII. CITY COMMISSION REPORTS

A. Commissioner Fankhauser

B. Commissioner Cessna

C. Commissioner Dale

D. Commissioner Doll

E. Mayor Law

XIV. OTHER ENTITIES

A. Presentation of the Garden City Recreation Commission agenda for November 1, 2016.

XV. ADJOURN

THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
September 16, 2016

The special meeting of the Board of Commissioners of the City of Garden City was held at 9:00 a.m. at the City Administrative Center on Friday, September 16, 2016 with all members present except Commissioner Doll. Mayor Law opened the meeting.

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

Commissioner Cessna moved to approve a grant agreement between the United States Department of the Interior, Bureau of Reclamation and the City of Garden City, Kansas. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Absent	Yea	Yea

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

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

October 18, 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, October 18, 2016 with all members present. Mayor Law opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Representatives from Black Hills Energy were in attendance and presented the Garden City Police Department with ten Tough Books for use with the Field Training Officer program.

Commissioner Cessna moved to approve and allow the Mayor to proclaim November 1, 2016 as Extra Mile Day in Garden City, Kansas. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a request from Bonnie Bribiesca, Graphic Stitching Unlimited, to be categorized as a Local Business on the application for an Itinerant Merchant license. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve and authorize the petition process for the use of special assessments for the 2300 block of N. 9th Street. 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

Zoo Director Newland presented the September 2016 monthly staff report from Lee Richardson Zoo.

Police Chief Utz presented the results of the City's annual equipment and vehicle auction from the Garden City Police Department. Net proceeds for the City were \$11,124.45.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation the monthly activity report, from Cemetery Director Stevenson the monthly revenue report and burial chart, from Finance Director Hitz the monthly financials, from Fire Chief Shelton the monthly activity report, from Police Chief Utz the monthly activity report and from Public Utilities Director Muirhead the quarterly report.

Meetings of note:

- October 17, 2016 - KMU Legislative Luncheon at City Administrative Center, Meeting Room from 12:00 p.m. - 1:00 p.m.
- October 18, 2016 - Black Hills Energy Public Officials dinner at Samy's Spirits and Steakhouse from 6:00 p.m. - 8:00 p.m.
- October 20, 2016 - League of Kansas Municipalities 2016 Regional Supper at the Wheatland Broadband Center, 416 S. Main Street, Scott City, Kansas - 5:30 p.m.
- October 22, 2016 - Boo! At the Zoo, gates open at 4:00 p.m.
- October 26, 2016 - Annual State of the City address at the Garden City Area Chamber of Commerce breakfast at the Golf Club at Southwind - 7:30 a.m.

- October 27, 2016 - Great Plains Development Inc. Banquet and Annual Meeting, Dodge City Country Club, 1900 Country Club Drive, Dodge City, Kansas at 5:30 p.m.
- October 28, 2016 - City of Garden City's United Way End of Drive Event, location TBD, 11:30 a.m. - 1:00 p.m.
- November 5, 2016 - Banner Art Auction, Clarion Inn - 6:30 p.m.
- November 12, 2016 - Veterans Day Parade, Main Street from 10:00 a.m. - 11:00 a.m., fireworks approximately 30 minutes after sunset.
- December 4, 2016 - Downtown Evening Christmas Parade, Main Street - 6:00 p.m.
- December 10, 2016 - Tuba Christmas, Main Street from 3:00 p.m. - 5:00 p.m.

Appropriation Ordinance No. 2421-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,899,082.95 ” was read and considered section by section. Mayor Law moved to approve and pass Appropriation Ordinance No. 2421-2016A. 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 considered an amendment to the Zoning Regulations of Garden City, Kansas to amend Section 2.030, Definitions, to include Physical Fitness Facility, to amend Sections 17.030 and 18.030 to allow physical fitness centers as a conditional use, and to amend Section 24.060 to specify parking spaces for physical fitness centers.

Matt Johannes, Jennifer Standley, Karen Dechant, Joey Kelch and David Brakey, addressed the Governing Body in support of the amendment to allow physical fitness centers as a conditional use in I-1 and I-2 districts. Bill Green, Kenny Green, Frank Wendler, Ashley Oyler, Sam Oyler and Frank Deleon addressed the Governing Body with their disapproval of the amendment to allow physical fitness centers as a conditional use in I-1 and I-2 districts.

Commissioner Doll moved to deny the amendment to the Zoning Regulations of Garden City, Kansas to amend Section 2.030, Definitions, to include Physical Fitness Facility, to amend Sections 17.030 and 18.030 to allow physical fitness centers as a conditional use, and to amend Section 24.060 to specify parking spaces for physical fitness centers. 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	Nay	Nay

City Attorney Grisell stated that K.S.A. 12-757 requires a 2/3 vote if the Governing Body chooses to disapprove the recommendation of the Planning Commission. That would be a 4-1 vote. The matter has not been decided according to the statute, therefore the Governing Body must revisit the issue of amendment of the Zoning Regulations. He suggested the Governing Body consider the matter again at its next regular meeting to allow those citizens interested in the issue to be in attendance.

The Governing Body considered an amendment to the Garden City Zoning Regulations Section 2.030 Definitions to define retail and other uses and clarify setbacks.

Ordinance No. 2742-2016, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS TO DEFINE RETAIL AND OTHER USES; AMENDING ZONING REGULATION SECTION 2.030; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTION 2.030; ALL TO THE CODE OF ORDINANCES FOR THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section.

Commissioner Fankhauser moved to approve Ordinance No. 2742-2016. 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

The Governing Body considered an amendment to the Garden City Zoning Regulations for Permitted Use Sections 13.020 “C-O” Office and Service Business District, 14.020 “C-1” Neighborhood Shopping District, 15.020 “C-2” General Commercial District, and 16.020 “C-3” Central Business District to allow variety stores, home improvement centers, and physical fitness facilities and centers as defined in GC2016-50.

Ordinance No. 2743-2016, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS TO REGULATE THE “C-O” OFFICE AND SERVICE BUSINESS DISTRICT, “C-1” NEIGHBORHOOD SHOPPING DISTRICT, “C-2” GENERAL COMMERCIAL DISTRICT, AND “C-3” CENTRAL BUSINESS DISTRICT; AMENDING ZONING REGULATION SECTIONS 13.020, 14.020, 15.020, AND 16.020; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 13.020, 14.020, 15.020, AND 16.020; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2743-2016. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Nay	Yea	Yea

The Governing Body considered the amendments to Articles 32 through 35 of the Zoning Regulations of Garden City, Kansas to comply with Federal Aviation Authority (FAA) regulations as found in the Code of Federal Regulations (CFR) Title 14 Part 77.

Ordinance No. 2744-2016, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS TO REGULATE AIRSPACE AND LAND USE COMPATIBILITY IN COMPLIANCE WITH FEDERAL AVIATION AUTHORITY GUIDELINES AS FOUND IN THE CODE OF FEDERAL REGULATIONS TITLE 14 PART 77; AMENDING ZONING REGULATION ARTICLES 32 AND 33; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION ARTICLES 32, 33, 34, AND 35; ALL TO THE CODE OF ORDINANCES FOR THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2744-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered the comprehensive plan amendment and the rezoning of 900 Lareu Rd. from “R-3” Multiple Family Residential District to “C-2” General Commercial District.

Ordinance No. 2745-2016, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT TO “C-2” GENERAL COMMERCIAL DISTRICT; AMENDING THE ZONING ORDINANCE, THE COMPREHENSIVE PLAN OF THE CITY, AND THE DISTRICT ZONING MAP OF THE CITY; REPEALING THE CURRENT ZONING ORDINANCE, COMPREHENSIVE PLAN, AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna

moved to approve Ordinance No. 2745-2016. 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

The Governing Body considered an unsafe structure order for 205 S. Fourth Street, Garden City, Kansas.

Resolution No. 2666-2016, "A RESOLUTION FIXING A TIME AND PLACE AT WHICH THE OWNER, OWNER'S AGENT, ANY LIEN HOLDER OF RECORD AND ANY OCCUPANT OF THE MAIN STRUCTURE AND THE ACCESSORY STRUCTURES MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED, OR DEMOLISHED AND REMOVED, PURSUANT TO SECTION 18-83 ET SEQ OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS" was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2666-2016. 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

The Governing Body considered an unsafe structure order for 207 S Fourth Street, Garden City, Kansas.

Resolution No. 2667-2016, "A RESOLUTION FIXING A TIME AND PLACE AT WHICH THE OWNER, OWNER'S AGENT, ANY LIENHOLDER OF RECORD AND ANY OCCUPANT OF THE MAIN STRUCTURE AND THE ACCESSORY STRUCTURES MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED, OR DEMOLISHED AND REMOVED, PURSUANT TO SECTION 18-83 ET SEQ OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS" was read and considered section by section. Commissioner Cessna moved to approve Resolution No. 2667-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a waiver request from Vestas-American Wind Technology, Inc., a Transportation Partners & Logistics customer, for a recommendation for a reduction in the KDOT curfew conditions imposed on over width and over length loads. 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

Dawn Schultz and Tim Livermore addressed the Governing Body and requested them to not approve the agreement between the City of Garden City and WGP-KHC, LLC, Transportation Partners and Logistics, LLC to relocate gas mains at the transload facility east of town until they were able to present their case to the Planning Commission on October 20, 2016 regarding the rezoning of the property.

Staff explained to the Governing Body that the relocation of the gas mains could happen on property regardless of the zoning of Agriculture or Industrial.

Commissioner Cessna moved to approve an agreement with WGP-KHC, LLC, Transportation Partners and Logistics, LLC and the City of Garden City to relocate gas mains at the transload facility. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the 2017 Southwest Kansas Coalition Legislative Agenda. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the federal and state editions of the 2017 Garden City Legislative Agenda. 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 stepped down from the bench citing a conflict of interest.

Commissioner Dale moved to approve an Interlocal Agreement between the City of Garden City and USD 457 concerning the development and maintenance of a walking track and open park space on real property owned by USD 457 east of Victor Ornelas Elementary School. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Abstained	Yea	Yea	Yea	Yea

Commissioner Cessna returned to his seat at the bench.

Commissioner Cessna moved to approve free vehicle admission to Lee Richardson Zoo for active and inactive military and veterans of any branch of service presenting military identification or proof of service for November 11-13, 2016 in honor of their service in the Armed Forces. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Law moved to approve the following:

1. The Governing Body approved the Facility Use Agreement Renewal between Fullscope Training LLC and the Garden City Police Department.
2. The Governing Body approved a Product Lease Agreement with Mail Finance for a postage machine.
3. The Governing Body approved one new On Premise Cereal Malt Beverage license and three Off Premise Cereal Malt Beverage renewal licenses.
4. The Governing Body approved the licenses for October 18, 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

Commissioner Cessna stepped down from the bench citing a conflict of interest.

Mayor Law moved to approve the Assignment and Assumption of Lease Agreement by and between Aircraft Services, Inc. (Assignor) and FBO Air-Garden City, Inc., (Assignee) for lease of space located at Garden City Regional Airport. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Abstained	Yea	Yea	Yea	Yea

Commissioner Cessna returned to his seat at the bench.

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

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Law thanked the Police Department and Fire Department for their presentation at the Pre-Meeting regarding 2016 fireworks report and the new Bearcat police vehicle. Mayor Law thanked Black Hills Energy for the donation of the ten Tough Books to the Police Department. Mayor Law stated he attended the Pink Hard Hat event and that Garden City is blessed with great companies and contractors like Shambaugh & Son. Mayor Law thanked Neighborhood Development Services Kentner and Assistant City Manager Cunningham for filling in for the City Manager Allen in his absence at the meeting.

Commissioner Fankhauser thanked Black Hills Energy for the donation of the ten Tough Books to the Police Department. Commissioner Fankhauser reminded everyone of the Black Hills Energy Public Officials dinner that evening at 6:00 p.m.

Commissioner Cessna thanked Police Chief and Battalion Chief Seirer for their presentation on the 2016 fireworks report. Commissioner Cessna thanked the SWAT team for their showcase of the new Bearcat vehicle and stated it was a great example of the good working relationships that are in Garden City with Finney County EMS and Sheriff's Department. Commissioner Cessna thanked Mayor Law for his comments on the thwarted terrorist plot. Commissioner Cessna thanked Garden City Police Department and the great local law enforcement for their handling of the recent events. Commissioner Cessna reminded everyone if you see something, hear something, say something to local Law Enforcement.

Commissioner Dale echoed the thoughts of the other Commissioners regarding the pre-meeting topics. Commissioner Dale stated he likes the yellow highlighting on the documents and asked if we can incorporate on all items in the packet.

Commissioner Doll mentioned several of the good things that have happened recently in the community including the Diversity Breakfast, the Pink Hard Hat event, the KMU luncheon with representatives from all over Southwest Kansas, the League of

Kansas Municipalities Regional Supper on Thursday. Commissioner Doll requested that in the future when the Garden City Recreation Commission and the Local Housing Authority have vacancies on the boards that the City does an interview of interested applicants similar to what is done when Finney County Economic Development Corporation does for their board applicants. Commissioner Doll commented that having a proclamation like Extra Mile Day is great because it highlights what is great about Garden City with entities coming together and community volunteers that make our community a great place to live.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Andy Liebelt, Superintendent of Public Grounds
DATE: November 1, 2016
RE: Naming of a section of Finnup Park in Honor of Alan Geier.

ISSUE:

The Governing Body is asked to consider a proclamation honoring a former employee.

BACKGROUND:

Staff, the Park and Tree Board, and the Finnup Foundation would like to publically recognize Mr. Alan Geier for his 26 years of service to the citizens of Garden City by naming the property at 300 South Main Street in Alan's honor. This property was chosen because of the time, knowledge and effort Alan used to identify multiple trees as State Champion or Co-Champion trees in Finnup Park and Lee Richardson Zoo.

ALTERNATIVES:

Alternative 1: Name property at 300 South Main Street "Alan Geier Champion Tree Woodland at Finnup Park".

Alternative 2: Direct staff to identify a different property to name in honor of Alan Geier.

Alternative 3: Deny naming any public property in honor of Alan Geier.

RECOMMENDATION:

Staff, the Park and Tree Board, and the Finnup Foundation recommend Alternative 1; Name property at 300 South Main Street "Alan Geier Champion Tree Woodland at Finnup Park".

FISCAL NOTE:

Parks Repair Welcome Signs, Fund cite # 001-14-135.5370.06, Amount \$675.00.

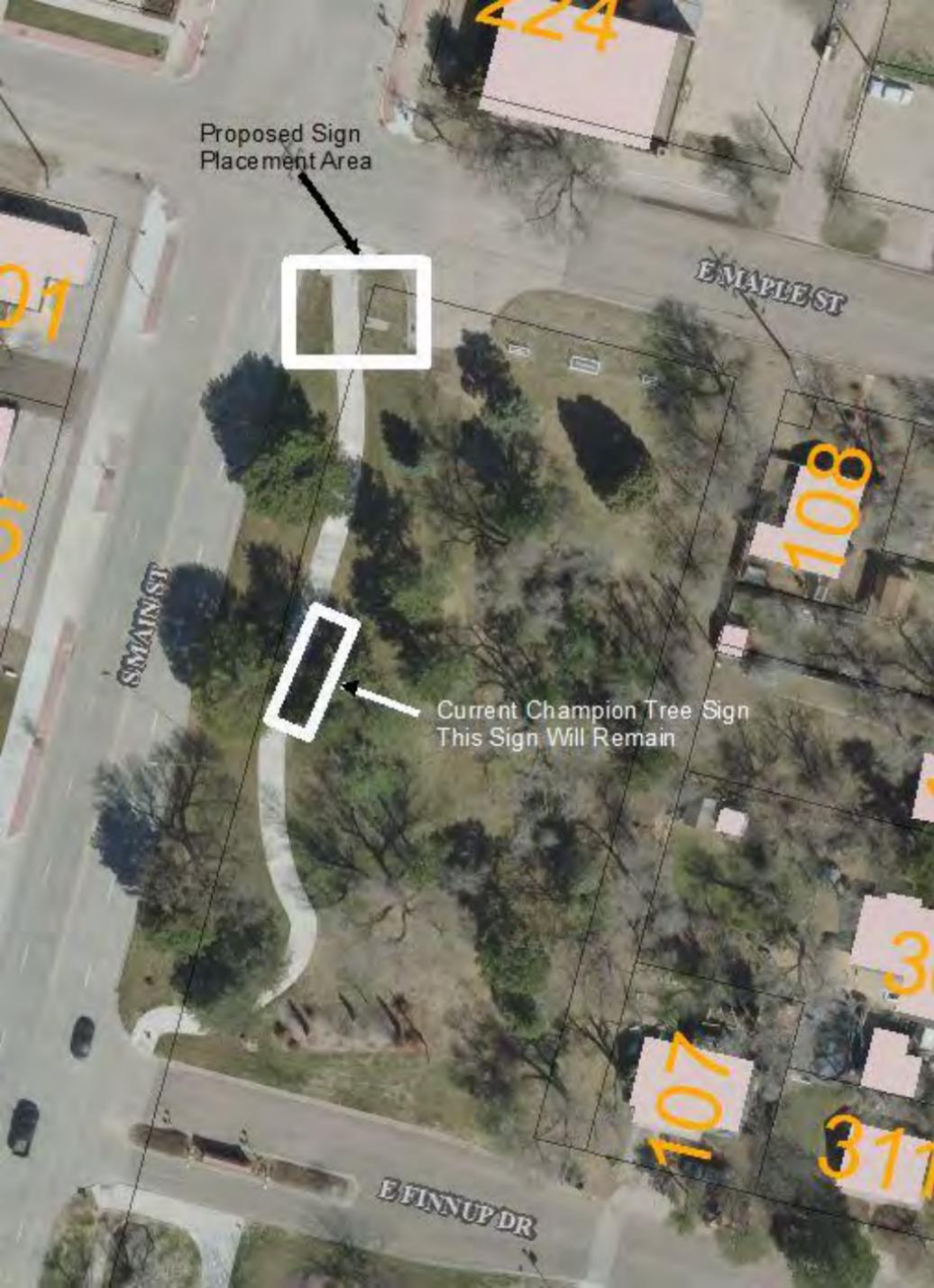
ATTACHMENTS:

Description	Upload Date	Type
Sign Location	10/12/2016	Backup Material
Sign Drawing	10/12/2016	Backup Material
GIS Champion Tree Web Page	10/12/2016	Backup Material
Champion Tree Sign	10/12/2016	Backup Material
Alan Geier Proclamation	10/25/2016	Backup Material

Proposed Sign Placement Area



Current Champion Tree Sign
This Sign Will Remain



Alan Geier
Champion Tree Woodland
Finnup Park

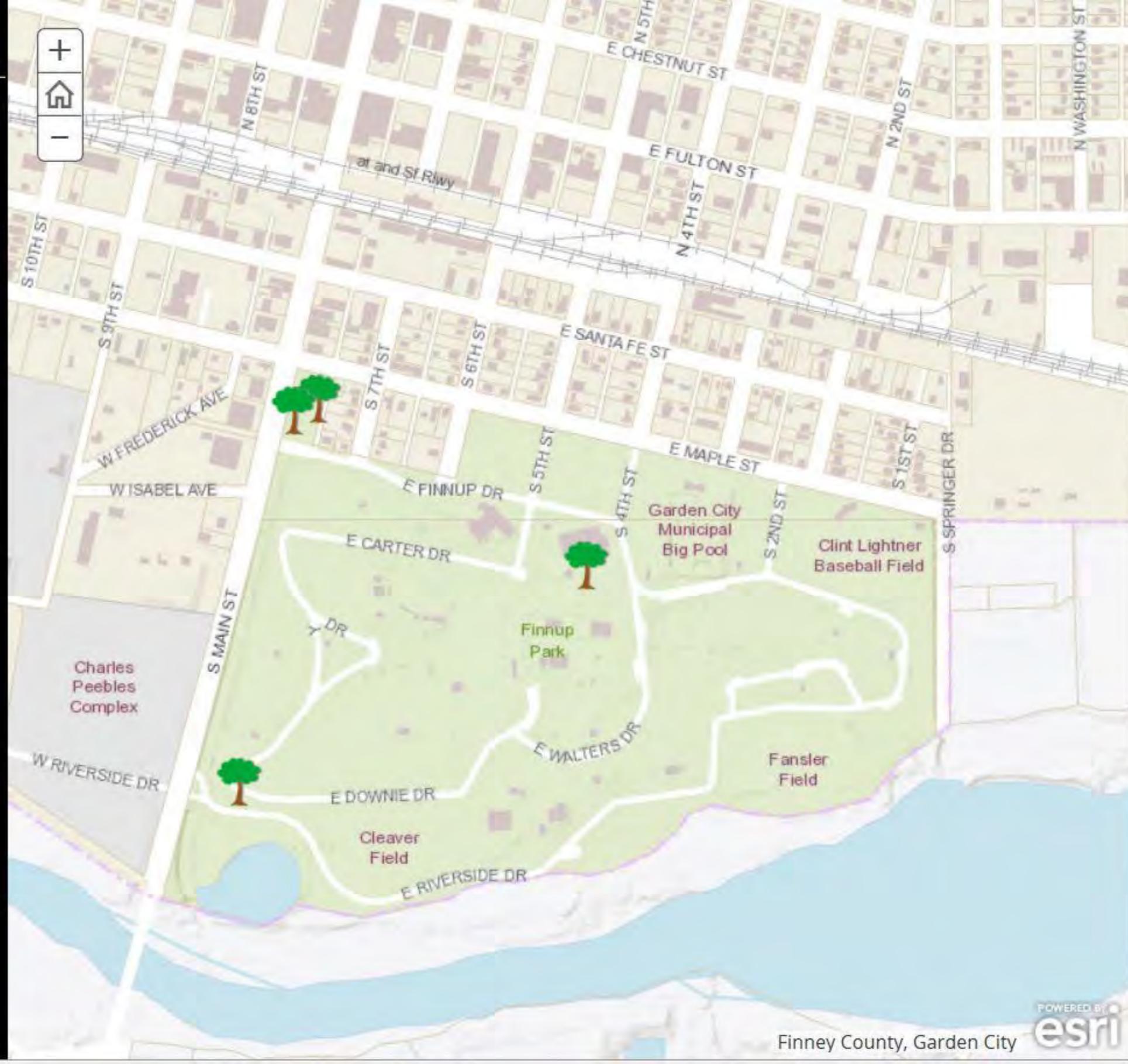


Kansas Champion Trees

The Kansas Champion Tree Program maintains a searchable database of the largest trees in Kansas so they can be identified, preserved, and enjoyed by all. The majority of trees listed are native to the state, though a few non-native species are also included. Help is needed to locate, document, and preserve outstanding trees in Kansas. Kansans are invited to nominate potential champion trees by completing our online nomination form.

Nominations will be measured by a Champion Tree Program official and results shared with the nominator. Nominations are judged on a point system established by the American Forests National Register of Big Trees. One point is awarded for each inch of circumference, one point per foot of height and one-fourth point per foot of crown spread.

Total Points = Circumference +





1. Dendroica striata
in the Park

Illustration of a bird.

Illustration of a bird.

Illustration of a bird.

Illustration of a bird.

PROCLAMATION

- WHEREAS,*** *Alan Geier was appointed as a charter member of the Garden City Tree Board on August 8, 1973; and*
- WHEREAS,*** *He began working for the City of Garden City at Lee Richardson Zoo on February 22, 1988; and*
- WHEREAS,*** *He served as Grounds Foreman for the Parks and Zoo Department and was promoted to Superintendent of Public Grounds, a division of the Public Works Department on June 1, 1996; and*
- WHEREAS,*** *Superintendent Geier took great care in expanding and enhancing the green space and places people gather in Garden City and has devoted a significant amount of his career creating the foundation of a vibrant city; and*
- WHEREAS,*** *Superintendent Geier, during his tenure with the City of Garden City, was instrumental in getting two trees scored and listed as Kansas State Champion trees and two trees scored and listed as Kansas State Co-Champion trees with the Kansas Forest Service; and*
- WHEREAS,*** *Superintendent Geier retired from employment with the City of Garden City on April 1, 2015 after more than 26 years; and*
- NOW, THEREFORE,*** *I, Chris Law, Mayor of the City of Garden City, Kansas, in honor of Superintendent Geier, do hereby proclaim the portion of Finnup Park on the southeast corner of Main and Maple as,*

ALAN GEIER CHAMPION TREE WOODLAND FINNUP PARK

SIGNED AND SEALED this 1st day of November, 2016

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: November 1, 2016
RE: 2016 American Education Week proclamation

ISSUE:

The Governing Body is asked to consider and allow the Mayor to approve a request from Ms. Jo Ann Mangan, Garden City Education Association (GCEA) President, to proclaim November 14-18, 2016 as American Education Week in Garden City, Kansas.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve the proclamation.
2. Deny the proclamation.

RECOMMENDATION:

Staff recommends approval of the proclamation.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
American Education Week Proclamation	10/28/2016	Backup Material
American Education Week - request letter	10/27/2016	Backup Material

Proclamation

WHEREAS, Public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and

WHEREAS, By equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, Education employees--be they custodians or teachers, bus drivers or librarians--work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, Schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise;

NOW, THEREFORE, I, Chris Law, Mayor do hereby proclaim November 14-18, 2016 as the observance of

AMERICAN EDUCATION WEEK

in Garden City, Kansas and encourage all citizens of Garden City to honor individuals who are making a difference in ensuring that every child receives a quality education.

Signed and sealed this 1st day of November, 2016.

Chris Law, Mayor

Attest:

Celyn N. Hurtado, City Clerk

October 4, 2016

City Administrative Center
301 N. 8th
Garden City, KS 67846

Dear Chris Law, Mayor of Garden City,

On November 14—18, 2016, Garden City Education Association (GCEA) will be joining millions of Americans nationwide in celebrating public schools during the National Education Association's (NEA's) 95th annual American Education Week. I encourage you to consider issuing a Proclamation to officially declare American Education Week in Garden City, Kansas.

By doing this, you will help raise awareness locally about the critical need to provide every child in Garden City with a great public education, and spread the word about important education issues facing educators, parents, and students in our community. You will also participate in a nationwide effort to honor individuals who work to make public schools great for children.

On November 14, GCEA along with USD #457, will be setting aside this week for honoring and celebrating those involved in educating the children of our community.

We hope you will join us during American Education Week by issuing a Proclamation for this special celebration. If you have any questions, please contact Jo Ann Mangan at 620-272-1203.

Sincerely,

Jo Ann Mangan
GCEA President



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: November 1, 2016
RE: Small Business Saturday Proclamation

ISSUE:

The Governing Body is asked to consider and approve a request from Garden City Downtown Vision, Inc. and the Garden City Area Chamber of Commerce to allow the Mayor to proclaim Saturday, November 26, 2016 as Small Business Saturday in Garden City.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve Small Business Saturday proclamation.
2. Deny Small Business Saturday proclamation.

RECOMMENDATION:

Staff recommends approval.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Small Business Saturday proclamation	10/27/2016	Backup Material
Request memo - Downtown Vision	10/27/2016	Backup Material

PROCLAMATION

- Whereas,** The government of Garden City, Kansas, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years, and
- Whereas,** Small businesses employ over 49 percent of all businesses with employees in the United States; and
- Whereas,** 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and
- Whereas,** 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and
- Whereas,** 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and
- Whereas,** Garden City, KS supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and
- Whereas,** Advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mayor Chris Law, Mayor of Garden City, KS, do hereby proclaim, November 26, 2016, as:

SMALL BUSINESS SATURDAY

In Garden City, and urge all residents of the city to join in this observance.

SIGNED AND SEALED this 1st Day of November, 2016.

Chris Law, Mayor

Attest:

Celyn N. Hurtado, City Clerk

MEMORANDUM

TO: Governing Body
FROM: Garden City Downtown Vision, Inc
Garden City Area Chamber of Commerce
DATE: October 20, 2016
RE: Small Business Saturday proclamation

ISSUE:

The Governing Body is asked to consider and approve a request from Garden City Downtown Vision, Inc. and the Garden City Area Chamber of Commerce to allow the Mayor to proclaim Saturday, November 26, 2016 as Small Business Saturday in Garden City.

ATTACHEMENT:

2016 Small Business Saturday proclamation

Report of the City Manager



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: November 1, 2016
RE: 2016 National Fallen Firefighters Memorial Weekend

ISSUE:

Fire Chief Allen Shelton will present information regarding the recent memorial services attended by a delegation of the Garden City Fire Department Honor Guard.

BACKGROUND:

"Firefighters don't become heroes because they died in the line of duty; firefighters become heroes the day they sign up to be firefighters". This was one of the opening statements at the 35th National Fallen Firefighters Memorial Ceremony on October 9, 2016 at the National Fire Academy in Emmitsburg, Maryland.

Garden City fallen Firefighter Ronnie Peek was honored along with 79 firefighters who died in the line of duty in 2015 and 33 firefighters who died in previous years, during the 35th National Firefighters Memorial services.

Chief Allen Shelton and Garden City Fire Department Honor Guardsmen; Casey Harmon, Luke Freeman, Jacob Gonzales, and Adam Patterson represented the Garden City Fire Department, serving in various capacities to the families and foundation throughout the weekend activities.

The activities of the weekend were very healing, somber and humbling; not only a tribute to one of our own but to the many lives that are lost each year in the line of duty.

A U-Tube video of the Memorial Weekend can be viewed at:
https://www.youtube.com/watch?v=SvBcsQz_hUY&feature=youtu.be

Roll of Honor Ronnie W. Peek can be viewed at:
<http://www.firehero.org/fallen-firefighter/ronnie-w-peek/>

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

10/11/2016

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Garden City** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Melinda A. Hitz, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



The Government Finance Officers Association
of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Melinda A. Hitz
Finance Director
City of Garden City, Kansas



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date October 11, 2016

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

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664	307,037
FEBRUARY	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832	358,531
MARCH	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207	301,101
APRIL	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975	303,689
MAY	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154	324,679
JUNE	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770	298,761
JULY	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034	330,600
AUGUST	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	317,123	303,152
SEPTEMBER	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362	326,369
OCTOBER	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429	330,331
NOVEMBER	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291	
DECEMBER	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	312,260	
TOTAL RECEIPTS	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,770,101</u>	<u>3,184,250</u>
PERCENTAGE CHANGE	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	

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

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960	543,148
FEBRUARY	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635	629,836
MARCH	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493	502,661
APRIL	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539	514,449
MAY	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737	569,117
JUNE	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569	524,973
JULY	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334	551,396
AUGUST	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571	535,506
SEPTEMBER	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219	534,225
OCTOBER	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874	563,222
NOVEMBER	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692	
DECEMBER	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	539,387	
TOTAL RECEIPTS	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>6,426,010</u>	<u>5,468,533</u>
PERCENTAGE CHANGE	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Matthew C. Allen, City Manager
DATE: November 1, 2016
RE: Process to fill FCEDC vacancy (January 2016 - December 2019)

ISSUE:

Ray Purdy's term on the Finney County Economic Development Corporation (FCEDC) Board expires at the end of 2016 and he has advised City staff that he will not seek re-appointment. Ray has served as a City representative to the FCEDC board for the last six years. FCEDC has begun the process to advertise the opening and gather expressions of interest to serve.

BACKGROUND:

The process for appointment of board members is as follows:

1. FCEDC advertises for interested parties to submit a letter of interest / resume';
2. FCEDC forwards the letters of interest to the appointing entity; and
3. The appointing body may choose to interview candidates and approve an appointment from the interested pool.

Staff will identify a pre-meeting at which to conduct interviews and a regular meeting at which to make the appointment.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: November 1, 2016
RE: GC2016-42: an amendment to allow physical fitness centers as a conditional use in the I-1, I-2 Industrial districts, and to amend the parking regulations to regulate physical fitness centers.

ISSUE:

The Governing Body is asked to consider and approve the amendment to the Zoning Regulations of Garden City, Kansas to amend Section 2.030, Definitions, to include Physical Fitness Facility, to amend Sections 17.030 and 18.030 to allow physical fitness centers as a conditional use, and to amend Section 24.060 to specify parking spaces for physical fitness centers.

1. Ordinance No. _____-2016, an ordinance amending the Zoning Regulations for the City of Garden City, Kansas to regulate the "I-1" Light Industrial District and the "I-2" Medium Industrial District; amending Zoning Regulation Sections 17.030, 18.030 And 24.060; repealing in their entirety current Zoning Regulation Sections 17.030, 18.030 And 24.060; all to the Code Of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

Current zoning regulations do not define exercise facilities. To remedy this problem, staff has performed research, and contacted the following communities to ascertain how they regulate their exercise facilities:

- Austin, TX
- Hutchinson, KS
- Denver, CO

Based on their findings, staff requests an amendment to define "Physical Fitness Facility" as "A facility where patrons use equipment or space for the purpose of physical exercise and related uses". Staff also proposes to amend Sections 17.030 and 18.030 of the I-1/I-2 Light/Medium Industrial districts to include "Physical Fitness Facility or Center" as a conditional use to safely allow physical fitness activity in these districts. Therefore, a person who wishes to open a physical fitness facilities in a light or medium industrial district will have their case heard at the Board of Zoning Appeals. Being a quasi-judicial board, the BZA would then be able to judge each request on a case by case basis, allowing to, if approved, place conditional stipulations on the permit as they deem necessary.

The proposed ordinance also includes amending Section 24.060 to include parking standards for physical fitness centers, where one (1) parking space is required for every 200 square feet of gross floor area (GFA) plus one (1) space for each employee on the maximum shift.

The updated language for Section 2.030 would read as follows:

(Changes are highlighted in yellow)

Section 2.030 DEFINITIONS.

89. Physical Fitness Facility or Center – A facility where patrons use equipment or space for the purpose of physical exercise and related uses.

The amended I-1 regulations would read as follows:

17.030 CONDITIONAL USES. The following uses and structures may be permitted only after they have been reviewed and approved as required by Article 29:

(E) **Physical Fitness Facility or Center.**

The amended I-2 regulations would read as follows:

18.030 CONDITIONAL USES. The following uses and structures may be permitted only after they have been reviewed and approved as required by Article 29:

(E) **Physical Fitness Facility or Center.**

The amended Parking regulations would read as follows:

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

24. Physical Fitness Facility or Center	One (1) space per two hundred (200) square feet of gross floor area, plus one (1) space for each employee.
--	---

ALTERNATIVES:

The Governing Body may:

1. Approve the amendment as it has been presented.
2. Not approve the amendment.
3. Return to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. (This option may be used if there is not a 2/3 majority vote to override the Planning Commission's recommendation.)

RECOMMENDATION:

Recommendation: Staff recommends approval of the amendment as it has been presented.

Planning Commission Recommendation: On September 22, 2016, the Planning Commission recommended approval of the amendment as presented.

Present- 9

Yea- 5

Nay- 4

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/12/2016	Ordinance
Minutes	10/12/2016	Backup Material

ORDINANCE NO. _____-2016

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS TO REGULATE THE "I-1" LIGHT INDUSTRIAL DISTRICT AND THE "I-2" MEDIUM INDUSTRIAL DISTRICT; AMENDING ZONING REGULATIONS SECTIONS 2.030, 17.030, 18.030 AND 24.060; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030, 17.030, 18.030 AND 24.060; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

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

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

1. Accessory Building or Use - A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land. (See Article 21.)
2. 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. Physical Fitness Facility or Center – A facility where patrons use equipment or space for the purpose of physical exercise and related uses.
90. Planning Commission - The Holcomb-Garden City-Finney County Area Planning Commission.
91. 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.

92. 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)
93. 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.
94. 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
95. 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.
96. 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.
97. 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.
98. 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.
99. 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.
100. 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.
101. 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).
102. Sign - See Article 23, Section 23.020 of this Zoning Regulation for definitions.
103. 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.
104. 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.
105. Street - A right-of-way, dedicated to the public use, which provides principle vehicular and pedestrian access to adjacent properties.
106. Street Classification
- d. 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.
 - e. Collector - A street which provides for traffic movement between arterials and local streets, with direct access to abutting property.
 - f. Local - A street which provides for direct access to abutting land and for local traffic movement whether in business, industrial or residential areas.
107. Street Line - A dividing line between a lot, tract, or parcel of land and the contiguous street.
108. 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.
109. 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.
110. 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.
111. 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.
112. 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.
113. Tower, Multi-User - means a tower to which is attached the antennas of the more than on commercial wireless telecommunications service provider or governmental entity.
114. 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.
115. 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.
116. 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.
117. 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.
118. 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.

119. 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.
120. 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.
121. 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.
122. 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.
123. Watercourse - Shall mean any stream, arroyo, or drainway having a channel that saves to give direction to a flow of water.
124. 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.
125. 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.
126. 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.
127. 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.
128. 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 17.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

17.030 CONDITIONAL USES. The following uses and structures may be permitted only after they have been reviewed and approved as required by Article 29.

- (A) Any structure built or any building remodeled or moved in for use as quarters for night watchman for security purposes. (Ord. #1843 3/9/94)

- (B) Child Care Centers.
- (C) Community Churches.
- (D) Mobile Home Sales. (Ord. #1850, 6/20/94)
- (E) Physical Fitness Facility or Center.**
- (F) Radio Towers.
- (G) Telephone Transmission Buildings.
- (H) Television Towers.
- (I) Child Care Centers.
- (J) Towers. (Ord. #2074, 10/27/98)

SECTION 3. Section 18.030 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

18.030 CONDITIONAL USES. The following uses and structures may be permitted only after they have been reviewed and approved as required by Article 29.

- (A) Any structure built or any building remodeled or moved in for use as quarters for night watchman for security purposes (Ord. #1843 3/8/94).
- (B) Child Care Centers.
- (C) Community Churches.
- (D) Electric Power Plants.
- (E) Physical Fitness Facility or Center.**
- (F) Radio towers.
- (G) Telephone Transmission Buildings.
- (H) Television towers.
- (I) Towers. (Ord. #2074, 10/27/98)

SECTION 4. Section 24.060 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

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

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

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

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

SECTION 5. The Zoning Regulations for the City of Garden City, Kansas, Sections 2.030, 17.030 and 18.030 and 24.060 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation Sections not specifically amended or deleted herein shall remain in full force and effect.

SECTION 6. 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 18th day of October, 2016.

CHRIS LAW, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL

City Counselor



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. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

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**Attached are the minutes from the Planning Commission pertaining to this case*

GC2016-42 Amendment to I-1, I-2, I-3 Industrial districts, Staff

Secretary Kentner reads staff report and explains case.

ENTER PREVIOUS MONTHS' COMMENTS FOR RECORD.

OPEN PUBLIC COMMENT

Matt Johannes – I am here in support of project fitness and their new location. I think in a case like this, you know the dangers of someone going in to a place that is not zoned properly. When I looked up other cases like this that had to do with CrossFit gyms going into a warehouse type facility or in an industrial zone, one of the top concerns was if there were going to be any chemicals or anything hazardous in this non-compliant situation. Of course, the gym doesn't provide chemicals other than sweat. As far as the noise, we aren't banging any metal so I think it would be a great idea to add this in as a conditional use in the industrial districts. One of the things Kaleb said was that if we do open this up, it would be taken into consideration on a case by case basis. Looking at this particular case, we have a gym that is wanting to come into an industrial zone and it is a unique opportunity and is great because it has a good track record in this same neighborhood; Joey is just moving his business a few hundred feet. Before the last City Commission meeting, I had contacted all of Joey's previous neighbors and asked if they had any complaints and every one of them said they had no problem with Joey as a neighbor or the gym as a neighbor. His business has people running outside sometimes and I asked specifically if they had problems with that and everyone said that the runners were very polite, courteous and careful in his eight years of business in this nearby location. You have a close proximity sample that you can look at to see how Joey's business has previously performed. Most of Joey's hours of operation are early morning or after work so I don't think we're interrupting traffic flow patterns in this type of gym. Joey has also received permission from the VFW for additional parking, which I found is also a topic that was brought up in my research. I believe a CUP is a good law that is in place for when zoning doesn't exactly meet the needs of the people and it gives flexibility to zoning. I think we are more than willing to work with issues that may come up. I spoke with Skylar Swords from the Finney County Health Coalition and he expressed that he hadn't had any problems with this facility in the last seven months that it has been there.

Chairman Lopez – The only point of clarification that I would like to add is that we are not granting conditional use permits at this meeting. We also ask you to speak more general and not specific to this business. I would ask anyone else that wants to speak to only speak about this particular issue in general, not about a specific business. When we make a decision, it's going to affect the entire city.

Vice-chairman Germann – Matt, why would a physical fitness center specifically target this facility as opposed to a facility in the commercial district where they were before?

Matt Johannes – It's unique because CrossFit does rope climbing up to fifteen feet high so we need tall ceilings for that. We throw medicine balls to a ten-foot target so we need open space for the weights. We don't have static equipment. We set it up and put it away so it's more like a gymnastics facility. In general terms, I don't believe there's going to be a lot of physical fitness centers that will desire to be in an old steel building; I think it will only be cross fitters.

Ken Green – I am a property owner there and one of my concerns is that I don't remember discussing the parking amendment.

Staff Davidson – Currently we don't have parking regulations specifically for physical fitness facilities. What we have done (in the past) is taken a combination of different groups to come up with a number for parking spaces.

Secretary Kentner – We researched it to see what other communities used to have enough parking for these facilities.

Secretary Kentner explains how parking requirements are enforced and how they are assigned according to the regulations.

Staff Davidson – The number that we came up with for this amendment we felt would match physical fitness centers more appropriately than what we're using now.

Secretary Kentner explains the process of a conditional use and shares that it can go above and beyond as a conditional use and have all types of stipulations placed upon it in consideration of all facts and variables. Chairman Lopez explains that the Zoning Board of



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Appeals may also put stipulations reacting to public comment and the applicant is required to comply with all stipulations.

Jennifer Stanley – If you get a chance to watch the town hall meeting, there were some statistics and topics that were discussed regarding CrossFit gyms explaining why they are in that industrial area.

Jennifer Stanley asks for clarification on the process of a conditional use permit in regards to the presented amendment change. Chairman Lopez points out that the Planning Commission only makes a recommendation to the Governing Body regarding issues presented to them.

David Brakey – Mr. Lopez, your concern at the last meeting was valid when you mentioned the issue about the running and used the example of your neighborhood by the YMCA. Correct me if I'm wrong, but your concern was people running through the parking lot. We have groups of runners running through commercial, residential and industrial areas not related to this at all. These runners that we are seeing aren't just coming from the physical fitness center.

Chairman Lopez – Just as a point of clarification, where I live is a residential area and I have no problem with the runners. My comments were just directed at the fact of whether or not this would be appropriate in an industrial area.

Ashley Oylar – I wanted to say that we are an industrial area that deals with a lot of truck traffic. We deal with semis, forklifts and trailers. An excess of pedestrian traffic in an industrial area is a lot more of a hazard than it is in a commercial or residential district. We feel that safety wise, it is more difficult for us to operate our daily business. We already do have an abundance of foot traffic from other business who are not in the correct zone. We are on a frontage road, which means any traffic that is on that road is intended for our businesses only. When you bring businesses in that have an abundance of traffic, we deal with increased liability. I don't want to pay more money. We moved to this location partially due to the fact that we would be able to move semis in and out easier. To touch on something that was brought up earlier, it was said that the neighbors in the commercial don't mind a fitness center and that's because they're used to the foot traffic and that's something that they want. In industrial, we aren't looking for that excess foot traffic.

Nicky Herman (Trainer) – I am a trainer at CrossFit and I am there most days. We don't go by their business and I have never seen a semi going by us. I think something you need to consider when talking about a conditional use is what's being said about the traffic. As Johannes was saying, we can run on sidewalks and change our running routes. Those are the things you need to look at, like letting new types of businesses come in and these conditional uses; that's what they're for. It would allow the community to grow and allow things like this to grow and fit into maybe not so specific areas. Maybe you can look at it and say this is a situation we have to look at and have to decide where they fit in. Also, she was talking about paying more money. For us, it's going to cost us quite a bit more to go back into a commercial area. The industrial area is a lot cheaper and because we are a smaller gym then that's what we need. We don't have as many clients and know our clients. We are very specific with what we do so you're not dealing with a bunch of equipment so it's not like the YMCA or the Rec.

Chairman Lopez reminds the public to keep their comments more general.

Sam Oylar – I am the owner of Hard at Play. From what I've heard, if we get this conditional use then that means we're running on sidewalks. I don't have sidewalks on my property so will that force me to put those in so they don't run on streets? There's ten to fifteen trucks coming down Zerr road every day. CrossFit does come around our store and we see them sliding around the corner to make the access road with their tires squealing. The Somalian vendors are backing in and out. It has been a safety issue from the start to finish. It's going to cost me money in the long run to make a running path for them in an industrial area.

Karen Dechant – I am the bookkeeper for CrossFit and I am getting up here only because I cannot handle the lies. I would like for you to go back and watch the town hall meeting, Mrs. Oylar stood up and spoke about the zoning not wanting to take place but she was all for the conditional use of that property. At 52:27 she said that. At 52:39 she said that. At 54:35 she said again that she was for a conditional use for that property.

Ashely Oylar – I would like to clarify that I was for them getting a conditional use. I researched it a little bit more and after speaking to the other property owners and looking up what this really would mean for all of us, I did change my mind but never clarified that I did have a separate stance on that.

Ken Green – We have zoning regulations and put in new regulations and neither have been enforced. We are battling with businesses and it comes down to the City not enforcing what regulations are. In the last meeting, it was brought up that the zoning regulations were there to protect existing property owners. I have been in the industrial area for thirty years and after thirty



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years we start seeing the change, I am not opposed to change but I went to that area for a reason. It's a shame that it has to come down to a complaint system about your neighbors who you really don't have anything against but it's affecting my property and business. We just keep creating more regulations but never enforce them.

Ken Green reads an excerpt from an article in the Garden City Telegram regarding zoning and statements made by the commissioners.

Jennifer Stanley – I want to make sure that it's understood that this amendment is general and not specific to their businesses. There is a use for the conditional use permits and unfortunately the physical fitness center hasn't had its place in that.

CLOSE PUBLIC COMMENT

Secretary Kentner – clarifies the amendment at hand and explains that it is not specific to any business but affects all industrial districts. He defines what the amendment consists of and all the specifications involved.

Member Schneider – So we are doing this because in the past physical fitness centers were not identified at all by definition?

Secretary Kentner – Correct. We don't have any definition for physical fitness facilities in the regulations.

Member Hitz – We have dealt with the subject of CrossFit twice and it was declined twice. The reason why we did it was because they moved in to an area it wasn't zoned for and now they're asking for forgiveness. Why not deal with CrossFit first then try to change the regulations?

Secretary Kentner – You actually already did. The rezoning request was denied and we are now looking at the possibility of a conditional use permit for physical fitness facilities which we don't have a location or definition for, as requested by the governing body.

Member Schneider – We can't identify something if we don't have a definition for it.

Staff clarifies that each case previously presented at the August 18th Planning Commission meeting is invalid and must be reconsidered after proper publication by the Telegram. Staff explains that with reconsidering each case, new conclusions may be reached and the process for the approval or denial of the case remains the same as stated in the staff report.

Secretary Kentner – If you decide to recommend this and the governing body approves this, then they will have the ability to apply for a CUP to then go to the board of zoning appeals for consideration.

Vice-chairman Germann – I wanted to show on our record reasons why the physical fitness facilities needed to be in an industrial district. The reasons I received were understandable. Is it common for physical fitness centers to be in industrial areas as a conditional use?

Secretary Kentner – We did find that some cities do allow them with a conditional use permit. There were very few, if any, that allowed them to go in with a by-right use. The issues that were brought up in the public hearing, that should be considered, could be different at every location and district.

Staff Davidson – We have also found that a lot of physical fitness facilities were in an Industrial looking area but were not zoned industrial. There's just a lot of variables that go into this.

Vice-chairman Germann – If we were to approve this amendment as a conditional use, that doesn't say that CrossFit automatically is good to go. They still have to go through that process to determine that if in their situation they will be granted the conditional use. All we are saying today, if it is approved, is that it can possibly be considered as a conditional use in an industrial area.

Member Schneider – This gives an identity to a specific sector of business that wasn't identified before.

Secretary Kentner – Correct. The reason for the physical fitness facility and the broadness of that scope is gymnastics, for example. The generality in the definition of it is so that it is enough that it covers all possible physical fitness facilities.

Member Howard – The thing that I keep looking back to is that anytime you give a conditional use, you're opening a big can of worms that you can't get back. Another thing is that we have to take care of the people that are currently there that went in there legally. It's a sore spot for me when someone goes in there knowing that they won't be kicked out if they go in there illegally. A conditional use is something that you really need to put thought into before you just start to pick and choose to who you're handing them out to and make sure you respect the people already doing business there.

Secretary Kentner – You are right, but I think that the board of zoning appeals does a great job with listening to the public when they hold a hearing.



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Chairman Lopez – Depending on the exposure, the issue, and the feelings of the neighbors, the board of zoning appeals takes all of that into consideration. They can put any stipulations they want on it and it’s not something that is appealable. We also put staff in a position that if there’s any complaints, we can force those businesses out.

Member Stewart – I think that what Jim said was true. Our board of zoning appeals does a good job but we are allowing them to pick and choose.

Chairman Lopez – That’s the way the system is set up.

Member Stewart – In this case I think there’s an error in the system.

Chairman Lopez – Anytime you’re talking about zoning we, as well as the City Commissioners, have to paint in broad strokes. There are special instances that have to be considered for various reasons.

Member Schneider – In order for a community to grow, we have to have contingent things in place because that will help promote new businesses to come in; However, to protect the current businesses in the areas that they are in is why we have the board of zoning appeals so that everything can be addressed in a case by case basis. It might be an imperfect system but it is the best we have right now.

Member Howard – Current people should have more of a say especially over someone that is there illegally.

Member Schneider – Right, but that’s where the board of zoning appeals comes. They would hear what the public had to say and take it in as a more concentrated situation.

Member Schwindt – I think that with the conditional use we aren’t saying yes but we aren’t saying no. We are just saying that we are open and friendly to the idea of a possibility and I don’t think there’s a problem with that. I agree with protecting the businesses that we have but we would leave the final decision up to the board of zoning appeals.

MEMBER HOWARD MAKES MOTION TO DENY ALL OF THE AMENDMENTS PRESENTED BY STAFF. MEMBER HITZ SECONDS MOTION.

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

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Nay	Yea	Nay	Yea	Nay	Yea	Nay	Nay	Yea

MOTION FAILED TO CARRY DUE TO LACK OF MAJORITY VOTE. CHAIRMAN MOVES TO ENTERTAIN ANOTHER MOTION.

VICE-CHAIRMAN GERMANN MAKES MOTION TO APPROVE THE DEFINITION OF THE PHYSICAL FITNESS FACILITY OR CENTER AS RECOMMENDED BY STAFF AND TO APPROVE THE AMENDMENTS TO THE REGULATIONS PRESENTED BY STAFF IN I-1 AND I-2 INDUSTRIAL DISTRICTS TO ALLOW PHYSICAL FITNESS FACILITIES OR CENTERS AS A CONDITIONAL USE. MEMBER LAW SECONDS MOTION.

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

Germann	Hitz	Gigot	Howard	Law	Lopez	Schneider	Schwindt	Stewart
Yea	Nay	Yea	Nay	Yea	Nay	Yea	Yea	Nay

**These minutes are draft only. They have not been approved by the Planning Commission.*

Old Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: November 1, 2016
RE: 1904 Crestway Bids

ISSUE:

The Governing Body is asked to consider and approve a bid that will sell the property at 1904 Crestway.

BACKGROUND:

On September 20, 2016 the Governing Body approved a sealed bid process to sell the property at 1904 Crestway. The bidding process opened on September 20, 2016. City Attorney Grisell had a sign placed on the property. The property was advertised in The Garden City Telegram, The City of Garden City's website and the The City of Garden City's Facebook page.

In order for a bid to come before the Governing Body for consideration it had to include the following:

- \$50,000 or more as a purchase price
- Provide a date for closing
- Include the bidders: name, address and best way to be contacted
- Include any other information the bidder believed relevant to the purchase
- Be able to pay cash at closing
- Be able to pay \$1,000 in earnest money at the time a purchase agreement is signed

The bids we were required to be submitted to City Attorney Grisell at Doering & Grisell, 124 Grant Avenue in Garden City, Kansas. The bids were accepted until November 27, 2016 at 1:00pm. City Attorney Grisell and Assistant City Attorney Cunningham opened those bids at 4:00 pm on November 27, 2016. All bids that met the requirements for consideration were then passed on to Assistant City Manager Cunningham for the agenda. To ensure no bid was missed, each bidder was given a receipt for their bid. There are a total of four bids, but only three of those bids are in front of you for consideration. There was a bid from Joanne Rink that did not meet the requirements for consideration and therefore has not been included.

The following bids were received and met the requirements for consideration:

1. Ron Schreiber - \$51,101 - Closing Date November 30th
2. Jesse & Mary Doll - \$65,000 - Any Closing Date
3. Steven Stucky - \$56,600 - Closing Date November 4th

ALTERNATIVES:

1. Accept one of the attached bids.

2. Deny all of the attached bids and provide Staff direction moving forward.

RECOMMENDATION:

Staff recommends accepting bid #2.

FISCAL NOTE:

Once the City is able to close on the property and receive payment we will need to pay the expenses incurred by the property over the last couple of years including:

Attorneys fees \$2,000

Demolition \$37,260

Taxes \$703.47

Mowing \$1000

Administrative & Notices \$732.98

These expenses total \$41,696.45. There will be additional attorney fees for handling the sealed bid process, drafting the purchase agreement and finally ensuring the property closes. These additional services will cost approximately \$2,000. If the Governing Body accepts the bid of \$65,000 less all expenses the City will net \$21,303.55. That amount will be placed in the Capital Improvement Reserve Fund #5, these monies will be put towards the demolition of the properties on Kansas Avenue for the widening project.

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Melinda Hitz, Finance Director
DATE: November 1, 2016
RE: 2016 Budget Amendments

ISSUE:

The Governing Body is asked to consider and approve the 2016 Budget Amendments that are necessary to reflect actual 2016 expenditures.

BACKGROUND:

During October, City staff compares actual and estimated expenditures to the authorized budget. Due to changes in programs, cash carryover, and additional revenues there is a need to amend the authorized budget.

Proposed are the following funds to amend and the justification.

<u>Fund</u>	<u>Justification</u>
TIF/RHID/CID	Expenditure Transfer
Capital Improvement Reserve	Cash Carryover Additional Revenue
Finnup Trust	Cash Carryover
12-6a13 Revolving	Demolition Expense
Special Recreation & Parks	Program Change Cash Carryover
Airport Improvement	Grant Funds

ALTERNATIVES:

- 1) Amend budgets as shown on Amended Certificate.
- 2) Do not amend and have budget violations governed under KSA statute 79-2935.

RECOMMENDATION:

Staff recommends the budget amendments and seeks approval to publish the 2016 Proof of

Publication for Amended Budget. The Budget Hearing is set for November 15, 2016 at 1:30 pm.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Budget Amendments	10/26/2016	Budget Amendment

**Notice of Budget Hearing for Amending the
2016 Budget**

The governing body of
CITY OF GARDEN CITY

will meet on the day of NOVEMBER 15, 2016 at 1:30 PM at CITY ADMINISTRATIVE CENTER, 301 N 8TH ST. for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at SERVICE AND FINANCE OFFICE
and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
TIF/RHID/CID			1,576,052	1,800,527
CAPITAL IMP RESV			415,000	1,416,000
FINNUP TRUST			108,750	204,583
12-6a13 - REVOLVING			38,000	80,000
SPECIAL REC & PARKS			92,000	183,750
AIRPORT IMPROVMT			1,058,019	1,900,000

MELINDA HITZ
Official Title: FINANCE DIRECTOR



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Melinda Hitz, Finance Director
DATE: November 1, 2016
RE: Audit Engagement Letter

ISSUE:

The Governing Body is asked to consider and approve the audit engagement letter prepared by Lewis, Hooper & Dick, LLC for December 31, 2016 through 2020.

BACKGROUND:

Since 1994, the City has prepared their financial information by issuing a Comprehensive Annual Financial Report (CAFR). Such report must meet specific standards established by the Governmental Accounting Standards Board (GASB). A CAFR encompasses all funds and component units of the City. It includes an introductory section, management's discussion and analysis, basic financial statements, required supplementary information and a statistical section. This type of reporting assists the City in various ways with the City's bond rating analysis being one of the most important reasons for preparing a CAFR.

The proposal from Lewis, Hooper and Dick is a five year agreement for preparing a CAFR. If the City would decide at a later date that a CAFR is no longer beneficial, this agreement could be amended to revert back to the regulatory basis allowed by the State of Kansas

ALTERNATIVES:

The Governing Body may:

1. Approve the audit engagement letter as presented.
2. Deny the audit engagement letter directing staff to renegotiate the terms.

RECOMMENDATION:

Staff recommends approval of the audit engagement letter as presented. Base amount \$89,190 with a 3% per year increase for 2017-2020.

FISCAL NOTE:

The City's annual audit expenses are divided between the general fund, electric fund, and water and sewer fund.

ATTACHMENTS:

Description	Upload Date	Type
Audit Engagement Letter	10/26/2016	Backup Material



October 12, 2016

The Honorable Mayor,
City Commissioners and City Manager
City of Garden City
PO Box 499
Garden City, KS 67846

Re: Audit engagement letter

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Garden City, as of December 31, 2016 through 2020, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City of Garden City's basic financial statements as listed in the table of contents. In addition, we will audit the entity's compliance over major federal award programs for the periods then ended. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

The accounting principles generally accepted in the United States of America require that management's discussion and analysis, the schedules of proportionate share of net pension liability and the College's contributions, and the schedule of funding progress – other postemployment benefits be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagements, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedules of proportionate share of net pension liability and City's contributions
3. Schedule of funding progress – other postemployment benefits

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual nonmajor fund financial statements.
2. Supplementary information.
3. Schedule of expenditures of federal awards

405 North Sixth Street | P.O. Box 699
Garden City, KS 67846
620-275-9267 | 800-627-0636
Fax: 620-275-8936 | www.lhd.com

CPAs

Charles H. Claar, Jr., CPA
Theresa Dasenbrock, CPA, CFE
David L. Hetrick, CPA
Steven D. Jossierand, CPA
Gary A. Schlappe, CPA
Rodney Van Norden, CPA
Monica J. Wilson, CPA

Lisa L. Axman, CPA
Sarah J. Bartel, CPA
Sue A. Bradley, CPA
Susan A. Burgardt, CPA
Heber J. Garcia, CPA
Keysha A. Harris, CPA
Tracey Homm, CPA, CSEP
Kristin J. Sekavec, CPA
Jaron M. Zamarripa, CPA

The Honorable Mayor,
City Commissioners and City Manager
City of Garden City
October 12, 2016
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Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Information for a Comprehensive Annual Financial Report (CAFR); e.g., introduction and statistical data. A CAFR is to be issued.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the *Kansas Municipal Audit and Accounting Guide*, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit of the Financial Statements

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the *Kansas Municipal Audit and Accounting Guide*, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative*

The Honorable Mayor,
City Commissioners and City Manager
City of Garden City
October 12, 2016
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Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. . If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, the *Kansas Audit and Accounting Guide*, and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Reporting

We will issue written reports upon completion of our audits of City's basic financial statements. Our reports will be addressed to the governing body of City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue written reports describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audits and, therefore, no such opinions will be expressed.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Garden City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we

The Honorable Mayor,
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consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. indicates that such financial statements have been audited by the entity's auditor;
13. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
 14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
 15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.
 16. With respect to any nonattest services we perform, including the preparation of the financial statements and year-end journal entries for the conversion from the budgetary basis to generally accepted accounting practices, the City of Garden City's management is responsible for:
 - a. making all management decisions and performing all management functions;
 - b. assigning a competent individual to oversee the services;
 - c. evaluating the adequacy of the services performed;
 - d. evaluating and accepting responsibility for the results of the services performed; and
 - e. establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Fees and Timing

We expect to begin our audits in approximately September of each year and to issue our reports no later than June 30th of each year. The timing of our audits will be scheduled for performance and completion as arranged with management annually.

Charles H. Claar, Jr., CPA, CGMA and Theresa Dasenbrock, CPA, CGMA, CFE are the engagement partners for the audit services specified in this letter. Their responsibilities include supervising Lewis, Hooper & Dick, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be

The Honorable Mayor,
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obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. We estimate that our fee for the 2016 audit will not exceed \$89,190, with an increase not exceeding 3% per year increase for 2017 through 2020. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Since this fee is based on the 2015 audit through GASB Statement No. 71, there may be additional fees for the inclusion of additional component units, new capital projects, new bond issues or loan programs and additional grant funds, significant personnel changes, or other major changes in services or circumstances. Whenever possible, we will attempt to use the City of Garden City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

We understand that your employees will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the engagements, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audits, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Our professional relationship is strictly confidential under the laws of Kansas. Therefore, we will not release or disseminate any privileged information from your file to any third party without first obtaining written consent from you.

The audit documentation for this engagement is the property of Lewis, Hooper & Dick, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Kansas Division of Accounts and Reports and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Lewis, Hooper & Dick, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the City Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;

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- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

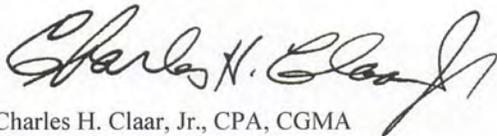
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

LEWIS, HOOPER & DICK, LLC



Charles H. Claar, Jr., CPA, CGMA
Member-Owner



Theresa Dasenbrock, CPA, CGMA, CFE
Member-Owner

RESPONSE:

This letter correctly sets forth the understanding of the City of Garden City, Kansas.

By: _____

Title: _____

Date: _____

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: November 1, 2016
RE: GC2016-65 Lot Split of Lot 3 of the Lewis Industrial Subdivision

ISSUE:

The Governing Body is asked to consider and approve the First Lot Split of Lot 3, Lewis Industrial Subdivision.

BACKGROUND:

Bob Dunlap, the applicant, is requesting to split one lot from the 11.71 acre parcel located at the underdeveloped property located east of 2307 W. Mary Street, in Garden City, Kansas. If the plat is approved, it would create one lot of approximately 2.09 acres. Staff performed a plat review on Wednesday, September 21, 2016, and all concerns have been addressed.

The parcel is being brought to the commission because of a new fifteen (15) foot utility easement to be dedicated across the entire northern boundary of Lot 2 and a fifteen (15) foot utility easement to be dedicated across the entirety of the southern boundary of both Lot 1 and Lot 2, for the purpose of future development. In addition, there is a fifteen (15) foot easement to be dedicated that encompasses the sanitary lift station.

Case GCBZA2016-11 was brought to the Board of Zoning Appeals on August 9, 2016 and a conditional use permit for a ready-mix plant in an "I-3" Heavy Industrial District, was approved.

ALTERNATIVES:

The Governing Body may:

1. Approve the lot split.
2. Not approve the lot split.

RECOMMENDATION:

Staff Recommendation: Staff recommends approval of the lot split.

Planning Commission Recommendation: On October 20, 2016, the Planning Commission recommended approval of the lot split.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Minutes, Map, Exhibits, Lot Split	10/26/2016	Backup Material



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620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

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

**Attached are the minutes from the Planning Commission pertaining to this case.*

GC2016-65 Lot Split of Lot 3 of the Lewis Industrial Subdivision, Bob Dunlap & Ken Parks

Staff Croteau reads staff report.

Staff Davidson – The applicant wanted to put in a ready-mix plant which is why they went through the BZA process before they got it platted; they were in the process of purchasing the property and wanted to be sure they could put in what they wanted.

VICE CHAIRMAN GERMANN MAKES MOTION TO APPROVE THE LOT SPLIT OF LOT 3 OF THE LEWIS INDUSTRIAL SUBDIVISION. MEMBER SCHNEIDER SECONDS MOTION.

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

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

**These minutes are draft only. They have not been approved by the Planning Commission.*



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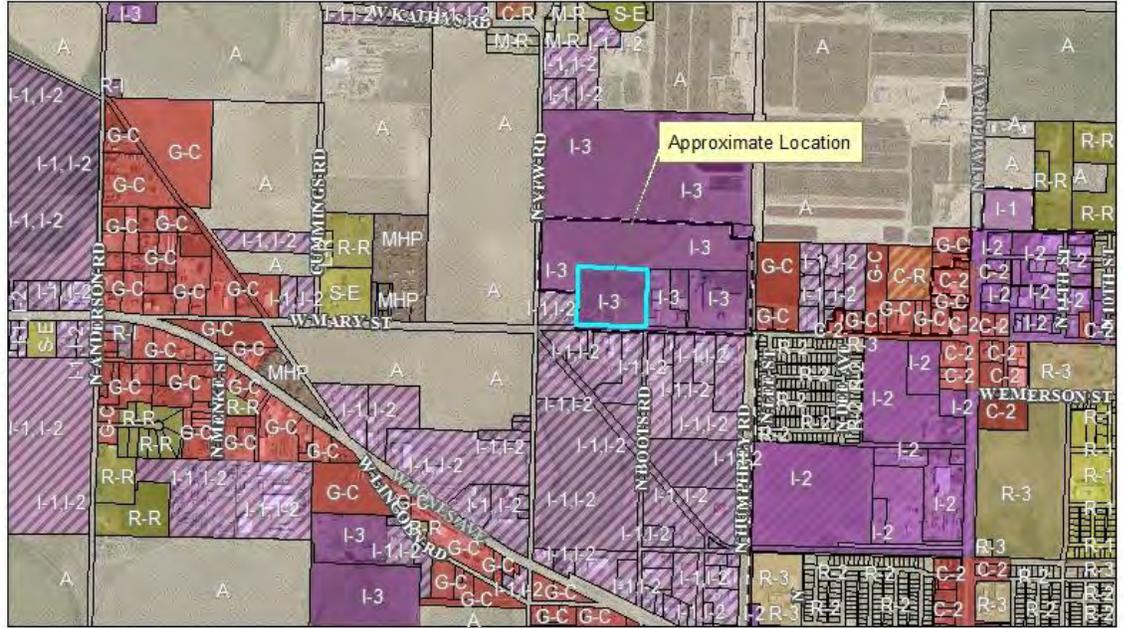
620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND
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Case Number: GC2016-65
Applicant: Bob Dunlap
Address: The undeveloped property located between 2307 W Mary St. & 2123 W Mary St.
Request: Lot split



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Figure 1: View of property looking north.



Figure 2: View of property looking northeast.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: November 1, 2016
RE: Engineering Services for Water and Waste Water Utility SCADA Upgrades

ISSUE:

The Governing Body is asked to consider and approve a contract for professional engineering services between the City and Mid America Consultants, Inc.

BACKGROUND:

The Water Department and Waste Water Department need to update software and controls to ensure the continued operation of the SCADA (Supervisory Control and Data Acquisition) systems that automate the mechanical and pumping systems that allow both utilities to provide reliable operations and service. Both utilities have software and SCADA devices that are obsolete and no longer supported. These devices operate equipment essential to Water and Waste Water operations. The engineering study will also complete the move of the SCADA computers and communication antennas from the old Water Utility offices on S. 11th Street to the Utility Service Center on Harvest Street.

Mid America Consultants, Inc. will provide engineering services to both utilities that will identify needed functionality upgrades, develop alternatives and cost estimates for the suggested upgrades and conduct a radio network study of the various control locations to ensure that all components will reliably communicate with the SCADA system.

The purpose of the study is to have a schedule of upgrades prepared and ready starting early in 2017 and completed before the end of the year.

ALTERNATIVES:

1. Approve the contract for professional engineering services between the City and Mid America Consultants, Inc.
2. Reject the agreement as presented.
3. Direct staff to find an alternate solution.

RECOMMENDATION:

Staff recommends approval of the contract.

FISCAL NOTE:

Project Cost is \$40,000. Project fees will be paid from the 2017 Budget GL Code: 068-411-6110.03 (New Equipment SCADA System) with a current balance of \$750,000.00

ATTACHMENTS:

Description	Upload Date	Type
Engineering Contract Mid America Consultants, Inc.	10/26/2016	Exhibit

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF GARDEN CITY, KANSAS

This Contract for Professional Engineering Services (Agreement) made as of the _____ day of _____, 2016

between the City of Garden City, Kansas, a municipal corporation (OWNER) and Mid America Consultants, Inc. (ENGINEER) for the study of the existing water treatment and wastewater treatment SCADA systems to develop an upgrade path.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Scope of Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ENGINEER proceed with the performance of any services hereunder until the governing body of Owner has duly approved this Agreement as provided by law.

ENGINEER represents and warrants that ENGINEER is registered as a professional engineer and authorized to otherwise do business in accordance with the laws of the State of Kansas.

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. 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 ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

It is the intention of the parties that the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Contract for Professional Engineering Services between OWNER and ENGINEER including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5. Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. Standard General Conditions. Standard General Conditions means the Standard General Conditions of the Construction Contract (No. 1910 8) (1990 Edition) of the Engineers Joint Contract Documents Committee as commonly supplemented and amended by OWNER'S typical Supplementary Conditions.

1.3.8. Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges for all other professional and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties and for other services to be provided by others to the OWNER.

SECTION 2 BASIC SERVICES OF ENGINEER

Upon execution of this Agreement by OWNER, the ENGINEER shall perform for OWNER professional engineering services in all phases of the Project as provided in Exhibit A. Those services set forth in Exhibit A will comprise the "Scope of Services".

Except as otherwise provided herein, the Engineer shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste or asbestos. Should any such material be encountered during the course of design or construction, work on that part of the project shall be suspended pending arrangements by the Owner for such removal, encapsulation, or containment.

SECTION 3 ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types described in the appropriate section of Exhibit A. These services are not included as part of Basic Services, except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

SECTION 4 OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. 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 expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

4.3.1 ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

4.3.1.1 The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

4.3.1.2 Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.1.3 Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under this Agreement.

4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.6. Provide, as may be required for the Project:

4.6.1 such legal services as OWNER may require with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.6.2. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.7. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

ENGINEER does not undertake in this Agreement to perform the services referred to in

4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. 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, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.9. Give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

4.10. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed
Report to OWNER

By November 1, 2016
By January 1, 2017

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER \$40,000.00 for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.2 Other Provisions Concerning Payments.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

7.1. Opinions of Probable Construction Cost. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for

information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ENGINEER shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$1,000,000.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$1,000,000 for each occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Kansas.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person

or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1 The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the ENGINEER is legally liable.

8.6.2 The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub consultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of anyone for whom the OWNER is legally liable.

8.6.3 Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to

expressing the intention of the stricken provision.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services", consisting of 3 pages.

9.1.2. Exhibit B, "Payments to Engineer for Services", consisting of 1 page.

9.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

ENGINEER

City of Garden City, Kansas

Mid America Consultants, Inc.

By: _____

By: 
Kenneth Ludwig, President

[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest:  _____

Address for giving notices
City of Garden City
Attn: Fred Jones
PO Box 998
Garden City, Kansas, 67846

Address for giving notices
Mid America Consultants, Inc
9212 Nieman Road
Overland Park, KS 66214

Exhibit A Scope of Services

WATER SYSTEM

SUMMARY OF EXISTING SYSTEM

The existing system has water towers, wells with chemical treatment, and ground storage reservoirs with high service pumps and additional chemical treatment. In addition, there is an interface with Wheatland's where you supply water to them and they return RO water back into your system.

The existing control system for the water system is a computer that is using a software package called Paragon. This software package has been obsolete for probably close to a decade. This computer is connected to the wells and reservoirs via a serial radio network using MDS radios. The local control of the wells and pumps is performed in Automation Direct PLC's.

PROJECT APPROACH

The City currently uses Wonderware software as the SCADA software for both the electric system and also for the WWTP, so the only choice for the upgrade of the water system is to use Wonderware as the software package.

The Automation Direct PLC's are still available, but they are early 1980's technology. The serial radios are not available, but MDS has a migration path to a newer product that can talk on this network. Our recommendation is to upgrade to Ethernet based radios to obtain a higher throughput and thus faster response than the existing serial radios.

MAC will look at all of the I/O counts at each of the sites, and study other technical issues with the upgrade of this system and develop alternatives for the City to review

We understand that the City may be looking at moving the water plant master radios from the old utility office to the new office on Harvest Lane. This may require the installation of a tower at the Harvest Lane location. I also understand that the City owns a 400 + foot tower on the west edge of town that may also be able to be used for communications.

MAC will provide a computer based radio path study. Once we have the GPS coordinates of the sites, we can perform "What If" scenarios and determine theoretically what height a tower needs to be and what gain of an antenna is needed to get reliable communications to a site. We can also test communications to different Master tower locations to see if one location is better than another.

SCOPE OF SERVICES

MAC will provide the following services for the Engineering Study.

1. Travel to Garden City to gather data on the system.
2. Meet with the City to discuss desired functionality upgrades.

3. Develop alternatives for the upgrade. Develop pros and cons for each alternative, cost information, schedule, and additional resources needed for each alternative. This information will be collated into a report that will be delivered to the City.
4. Travel to Garden City to meet and discuss the alternatives. As part of this meeting, come to a selected alternative for moving the project forward. Also discuss the migration path for switching out the hardware.
5. Obtain the physical locations and develop the computer model of the radio network. Develop a report showing the expected signal strengths, and for any questionable sites provide alternatives to improve the communications.

WASTEWATER SYSTEM

SUMMARY OF EXISTING SYSTEM

The existing controls are primarily based on Square D TSX Momentum PLC's and associated I/O. The Momentum PLC product is obsolete, and no longer supported by Square D. Our understanding is that the Momentum I/O bases and communication modules are still available for purchase. There are a three of GE PLCs (also obsolete) on the filter presses and seven Toshiba PLC's (obsolete) on the blowers. For operator interface to the system, the City has upgraded their computer based operator interface from Paragon to Wonderware in 2014. The City plans to keep this Wonderware system and modify it to talk to the new PLC hardware that will be installed.

The processors that control the plant communicate to I/O over a Modbus + network. Some of the plant I/O is wired to I/O bases that are located within enclosures scattered around the plant (Maintenance Building, UV Building, Sludge Building, and Headworks building). Many of the MCC buckets have an I/O base mounted integral to the bucket with the start, stop, running, HOA switch status, etc. wired to that base. The VFD's have communication modules integral to the VFD that allow them to communicate to the processor via the Modbus + network.

The I/O modules in the MCC buckets have an additional communication option. They have the ability to communicate to other devices via a serial Modbus connection, and then put that data up on the Modbus + network. This Modbus network is getting voltage and power readings from these buckets.

The lift stations have Automation Direct PLC's in them and talk back to the WWTP via a radio network utilizing GE/ MDS Transnet 900 radios. These radios operate in the unlicensed frequencies of 902 -928 MHz and utilize spread spectrum frequency hopping technology for security. I suspect that they are probably talking a serial Modbus Master / Slave protocol over the radio network.

The information from the lift stations is displayed on the Wonderware screen.

PROJECT APPROACH

At this time, there are many unknowns on this project. What PLC's and components in the control system are still viable products, and what parts are obsolete? Of those components that

are still viable products, are they compatible with the new PLC's that the City wants to use in this upgrade? How do you get VFD's that talk Modbus + to talk with an Allen Bradley PLC? What are the different hardware configurations and what are the benefits and negatives to those configurations, etc.?

Our site visit and brief review of the documentation that we obtained indicates that there are several paths to perform this upgrade. It may be as easy as putting in an Allen Bradley PLC with a communication module that talks Modbus + and keeping all of the existing I/O bases intact, to as complicated as changing out all of the I/O bases, running a bunch of Ethernet and serial cables, and adding a 24 VDC bus to the MCC's.

We will travel to Garden City and spend several days gathering data and understand exactly how the existing system is networked together and how data passes through the network. We would catalog the hard I/O to the system and identify the information that enters through the Modbus + network. In addition, we would want to discuss with the City at what levels can they support the hardware and software of the new system. We would also discuss if there is any interlocking or functional upgrades that are wanted to be made to the system.

Armed with the above information, we would then work with Allen Bradley, Square D, GE, and Toshiba to determine what the support life expectancy is for the existing components of your system, and to determine the communication capabilities of those systems to the new PLC.

This investigation will supply us with several different potential system configurations. We will then develop the pros and cons to each approach, and price the hardware and engineering for the implementation of each approach. Travel to Garden City to discuss the approaches and decide on which approach to use.

We also understand that there is several lift stations that have either no monitoring, or the communication to those lift stations is not working. As an option, we can perform a computer based radio path study for the wastewater communication network. A concern we have is that the new dairy plant currently being constructed to the west of the WWTP will block or negatively affect communications, as the antenna for the WWTP is not that tall.

SCOPE OF SERVICES

MAC will provide the following services for the Engineering Study.

1. Travel to Garden City to gather data on the system.
2. Meet with the City to discuss desired functionality upgrades.
3. Develop alternatives for the upgrade. Develop pros and cons for each alternative and develop cost information on each alternative.
4. Travel to Garden City to meet and discuss the alternatives. Also discuss the migration path for switching out the hardware.
5. If the radio path study option is selected, obtain the physical locations and develop the computer model of the radio network. Develop a report showing the expected signal strengths, and for any questionable sites provide alternatives to improve the communications.

Exhibit B

Payments to Engineer for Services

Compensation for the above scope of services for the engineering study will be on a time and material basis, invoiced monthly with a not to exceed value of \$40,000.00 to perform the Engineering Study.

The following rate schedule will be used for the above time and material billings.

<u>Description</u>	<u>Amount</u>
Services of a Principal Engineer	\$140.00 per hour
Services of a Sr. Engineer	\$125.00 per hour
Mileage	IRS allowed rate (currently \$0.54 per mile)
Travel expenses	At cost
Materials and outside services	Cost + 15%

The City will provide an tax exemption certificate to MAC.

Clerical errors are subject to correction.

Payment terms will be Net 30 days. Payments not received by due date will be subject to interest charges of 1 ½ % per month.

There are no additional services planned.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: November 1, 2016
RE: New and Renewed Licenses for November 1, 2016

ISSUE:

The Governing Body is asked to consider and approve the licenses for November 1, 2016.

BACKGROUND:

Attached is the list of contractors who have applied for a new license or license renewal from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their license for 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
November 1, 2016 Licenses	10/26/2016	Backup Material

CONTRACTOR LICENSE AGENDA

November 1, 2016

2016 NEW

CLASS A General

L. Keeley Construction Co.

CLASS D-E Electrical

KC Electrical Contractors

DL Smith Electrical Construction Inc.

Heartland Electric

CLASS D-M Mechanical

Custom Sheetmetal & Roofing, Inc.

CLASS D-P Plumbing

Custom Sheetmetal & Roofing, Inc.

CLASS E-SOC Specialized Other

Clean Energy Renewables LLC

2016 RENEWAL

CLASS A General

Double Jack Construction

2017 RENEWAL

CLASS A General

Cleary Building Corp.

Compton Construction Services, LLC

Coonrod & Associates Construction Co., Inc.

Double Jack Construction

CLASS B General

American Warrior Construction

Eli Construction

Hayden Tower Service Inc.

J. Scott III

Rental Enterprise, LLC

Richard Wright Construction

Sturdi-Bilt Storage Barns, Inc.

TD Construction

CLASS C General

Woodbridge Home Ext. of KS, Inc.

CLASS D-E Electrical

Interstates Construction Services, Inc.
Faith Technologies, Inc.

CLASS D-M Mechanical

C.W. Heating

CLASS D-P Plumbing

Eli Plumbing

CLASS D-SI

A-1 Sign Company

CLASS E-SOC Arborist

Rob Preston

CLASS E-BF Backflow Device Testers

Western Irrigation, Inc.

CLASS E-L Landlord

Bounhang Phitsanoukanh

CLASS E-SOC Excavating

A-M Russell Excavating

CLASS E-SOC Specialized Other

HCS Petroleum Equipment, Inc.
Ed's Handyman Service

CLASS E-SOC Sprinkler Installers

Western Irrigation, Inc.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery
DATE: November 1, 2016
RE: Quit Claim Deed

ISSUE:

Quit Claim Deed from Mary Orozco transferring Space 8, Lot 106, Zone C, of Sunset Memorial Gardens, to City of Garden City.

BACKGROUND:

None

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Debbie Bridgeman, Finance Director - GCRC
DATE: November 1, 2016
RE: 11-01-16 Garden City Recreation Commission agenda

ISSUE:

Presentation of the Garden City Recreation Commission agenda for November 1, 2016.

BACKGROUND:

Presentation of the Garden City Recreation Commission agenda for November 1, 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
11-01-16 GCREC agenda	10/27/2016	Backup Material

Other Entities Minutes



Garden City Recreation

AGENDA

Garden City Recreation Commission

Regular Meeting

Tuesday November 1, 2016 @ 5:15 pm

Garden City Recreation Center, 310 N. 6th Street

I. Call Meeting to Order

II. Approval of Agenda

III. Consent Agenda

The following shall stand approved/accepted as presented unless action is taken to remove an item from the consent agenda.

- Minutes of Regular Meeting September 26, 2016
- Staff Reports for October 2016
- Participation Reports

IV. Financial Reports for September 2016

V. Superintendents Report

- Resignation of Recreation Specialist for Sports Travis Neidig
- New Recreation Coordinator for Fitness Athena Towns
- Recreation Building Update
- Monthly Budget Reconciliation for Department Heads

VI. Old Business

- a. Core Fitness Lease
- b. Revised Proposed Mission Statement
- c. Proposed Guiding Values
- d. Vision Statement
- e. Salary Ranges

VII. New Business

- a. Board Training
- b. Employee Handbook/Policy Revisions

VIII. Executive Session – Recreation Board will go into executive session for the purpose of discussing Personnel and/or real property. The Recreation Commission Board will reconvene into open session upon completion.

IX. Garden City Recreation Commission Questions and Comments

X. Adjournment

Next Regular Meeting
Monday, November 28, 2016
5:15PM
Activity Center