AGENDA
CITY COMMISSION MEETING
TUESDAY, JULY 16, 2024
1:00 PM
CITY ADMINISTRATIVE CENTER 301 N. 8TH STREET GARDEN CITY, KS 67846

1. Note:

1.A. Pre-Meeting at 11:00 a.m.- 11:45 a.m., located in the Meeting Room at the City Administrative Center. Water Resource Manager Jones will present an update regarding the Federally mandated Lead and Copper Inventory conducted by the Water Utility. Administrative staff will be present and the pre-meeting is open to the public.
2024 Lead Service Line Inventory Pre-Meeting

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

4.A. July 2, 2024 Commission Meeting Minutes
07-02-2024 City Commision Meeting Minutes

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

6. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

6.A. The Governing Body is asked to consider a waiver of the Zoning Regulations, Sections 23.040(B)(4), 23.100(A)(6), 23.100(A)(5.d), 23.100(A)(5.i), 23.100(B)(6), 23.100(B)(5.d), 23.100(B)(5.i) (Signs and Outdoor Advertising) pertaining to signs at 101 East Fulton Street, Garden City, Kansas.
Applicant Sign Wavier Request Letter
Proposed Sign Location
Resolution - Waiver Zoning Regulations (101 East Fulton St)

6.B. The Governing Body is asked to consider and approve a request from Cortez Rosales, to waive the sign ordinance and right-of-way restrictions to have a banner placed at Third Street and Kansas Avenue, Fleming Street and Mary Street fence and the west Zoo fence from July 22-29, 2024 for their Community Health Fair event.
07-27-24 - Community Health Fair

6.C. The Governing Body is asked to consider and approve a request from Brenda Unruh, to waive the sign ordinance to have a banner placed at Third Street and Kansas Avenue from August 5-12, 2024 for the Back to School Backpack Bash.

08-10-24 - Back To School Backpack Bash

6.D. The Governing Body is asked to consider and approve a request from Angelica Chappel, to waive the sign ordinance to have banners placed at Third Street and Kansas Avenue and Security State Bank, from September 9-16, 2024 for the Community Mexican Fiesta.

09-14-24 - Community Mexican Fiesta

6.E. The Governing Body is asked to consider and approve a request from Liandro Rodriguez, Downtown Vision, to waive the sign ordinance to have a banner sign placed on the North West side of Stevens park from September 16-23, 2024 for Fall Fest.

09-21-24 - Fall Fest

7. REPORT OF THE CITY MANAGER

7.A. Fire Chief Irsik and Police Chief Prewitt will present the 2024 Fireworks Report.

2024 Firework Violations Report

7.B. Neighborhood and Development Services Director Maxwell will present the Code Enforcement update for 2024.

Map of areas inspected
How Violations were reported
Violations by Property

7.C. Presentation of the June 2024 report from the Garden City Regional Airport.

Airport June 2024 Monthly Reports.pdf

7.D. Presentation of the May 2024 Building Report from Neighborhood & Development Services.

May 2024 Building Report

7.E. Presentation of the June 2024 monthly staff report from Lee Richardson Zoo.

Zoo Current Monthly report

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

07-02-2024 Cox Communications Update

8. MEETINGS OF NOTE

8.A.

- July 13, 2024- Jungle Run Automobile Show at Lee Richardson Zoo from 8:00 a.m. to 7:00 p.m.
- July 16, 2024 - Kansas Food Bank Ribbon Cutting Ceremony at 1204 Taylor Plaza E at 10:00 a.m.

- July 17, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- July 18, 2024 - City of Garden City Employee Appreciation Night at the Garden City Wind Game at 5:00 p.m.
- July 20-28, 2024 - 2024 Finney County Fair events
- July 24, 2024 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- July 30, 2024 - Town Hall Meeting at the City Administrative Center in the Commission Chambers at 7:00 p.m.
- August 6, 2024 - National Night Out
- August 23, 2024 - Blue vs Red Lemonade Stand (Police Department and Fire Department)

9. CONSIDERATION OF APPROPRIATION ORDINANCE

9.A. Appropriation Ordinance No. 2567 - 2024A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. 1:15 p.m. - The public hearing for consideration to amend the Development Plan and extending the duration for the Reinvestment Housing Incentive District (RHID) for Lost River Addition - Phase One by Ordinance is brought before the Governing Body.

1. Ordinance No. _____ - 2024, an ordinance of the City of Garden City, Kansas amending the Development Plan and authorizing an amendment to the Development Agreement for the Lost River Addition – Phase One Reinvestment Housing Incentive District within the City in order to extend the duration of said district, revise the costs eligible for reimbursement thereunder, and consent to the assignment of the original developer's rights and obligations thereunder to a new developer, all by adopting an amended development plan and agreement, making certain findings in conjunction therewith, and amending Ordinance No. 2902-2021.

Lost River Addition Phase One - Aerial
RHID Ordinance
Amended Development Plan & Agreement

10.B. The Governing Body is asked to consider and approve an ordinance rezoning from "A" Agricultural District (County zoning) to "C-2" General Commercial District (City zoning) for the property generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "A" Agricultural District to "C-2" General Commercial District for recently annexed property; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

Vicinity Map

General Information
Planning Commission Minute Excerpts
Rezoning Ordinance

10.C. The Governing Body is asked to consider and approve an ordinance rezoning from "A" Agricultural District (County zoning) to "R-3" Multiple Family Residential District (City zoning) for the property generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "A" Agricultural District to "R-3" Multiple Family Residential District for recently annexed property; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

Vicinity Map
General Information
Planning Commission Minute Excerpts
Rezone Ordinance

10.D. The Governing Body is asked to consider and approve an ordinance rezoning from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District for the property generally located at 1801 Palace Drive.

1. Ordinance No. _____ -2024 An ordinance approving the designation of certain land in the City of Garden City, Kansas to a Planned Commercial Development overlay district and adopting a PCD Plan for the application of special zoning regulations in such district; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

Vicinity Map
General Information
Sligo Station PCD Plan
Planning Commission Minute Excerpt
Rezone Ordinance

10.E. The Governing Body is asked to consider and approve the rezoning request for property generally located at 1914 Buffalo Jones Avenue, Garden City, Kansas.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "C-2" General Commercial District to "I-2" Medium Industrial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

Vicinity Map
General Information
PC Minute Excerpts
Rezone Ordinance

11. OLD BUSINESS

12. NEW BUSINESS

12.A.
The Governing Body is asked to consider and approve an increase to membership, cart, and green fees at Buffalo Dunes Golf Course to take effect January 1, 2025.

2025 Golf Rate Increase

12.B. The Governing Body is asked to consider and approve a bid from Lee Construction, Inc. for $938,000.00 to construct Public Water Supply Well No. 32.
PEC Bid Letter - PWS Well No. 32
Bid Tabulation - PWS Well No. 32
Notice of Award - PWS Well No. 32

12.C. The Governing Body is asked to consider and approve the open naming solicitation for the new community park in southeast Garden City.
Application Form for Naming New Park

13. CONSENT AGENDA

13.A.
New and Renewed Contractor Licenses for July 16, 2024.

Contractor License July 16, 2024

14. CITY COMMISSION REPORTS

15. COMMISSIONER UNRUH

16. COMMISSIONER CESSNA

17. COMMISSIONER LANDGRAF

18. COMMISSIONER NGUYEN

19. MAYOR ORTIZ

20. OTHER ENTITIES

20.A. Garden City Board of Zoning Appeals June 12, 2024, Minutes.
GCBZA Minutes-June 12, 2024

20.B. Zoo Advisory Board Minutes for July 2024 meeting.
ZAB Minutes July 24

21. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE:
RE: Pre- Meeting Lead and Copper Inventory Update

ISSUE:

Pre-Meeting at 11:00 a.m.- 11:45 a.m., located in the Meeting Room at the City Administrative Center. Water Resource Manager Jones will present an update regarding the Federally mandated Lead and Copper Inventory conducted by the Water Utility. Administrative staff will be present and the pre-meeting is open to the public.

BACKGROUND:

The 2021 Lead and Copper Revised Rule enacted by the Environmental Protection Agency requires public water supplies to identify and inventory lead plumbing that is connected to the City water supply. In addition to the inventory, the City will also be responsible for creating a plan to reduce and eliminate lead and ensure that public facilities used by young children are tested for the presence of lead. The presentation will give an overview of these requirements and provide an update on the compliance activities that the Water Department is undertaking to meet the requirements of the law and ensure a safe drinking water supply for citizens.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

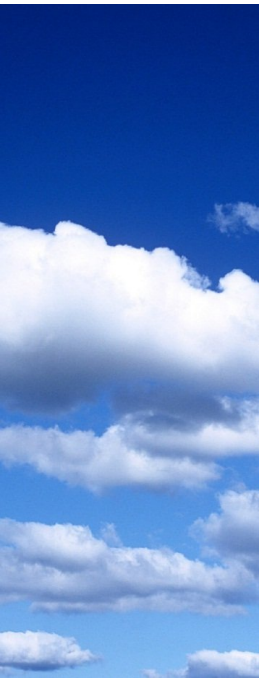
ATTACHMENTS:

2024 Lead Service Line Inventory Pre-Meeting

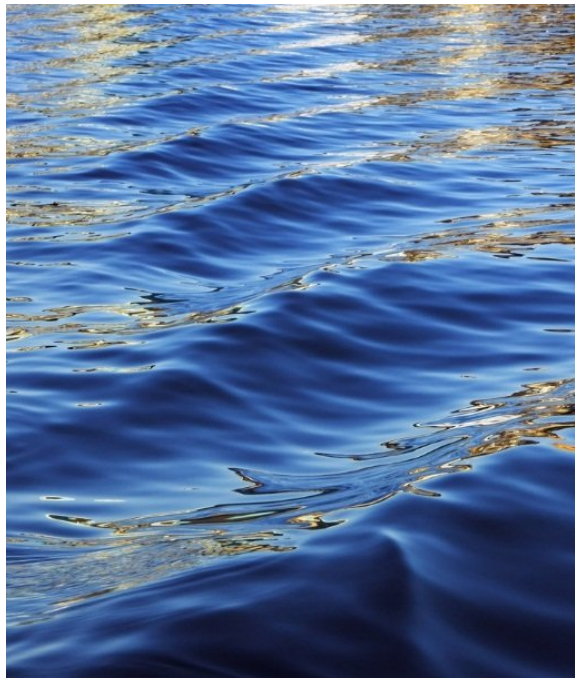
GOVERNING BODY PRE-MEETING
July 16, 2024

LEAD AND COPPER INVENTORY UPDATE

GARDEN CITY
KANSAS





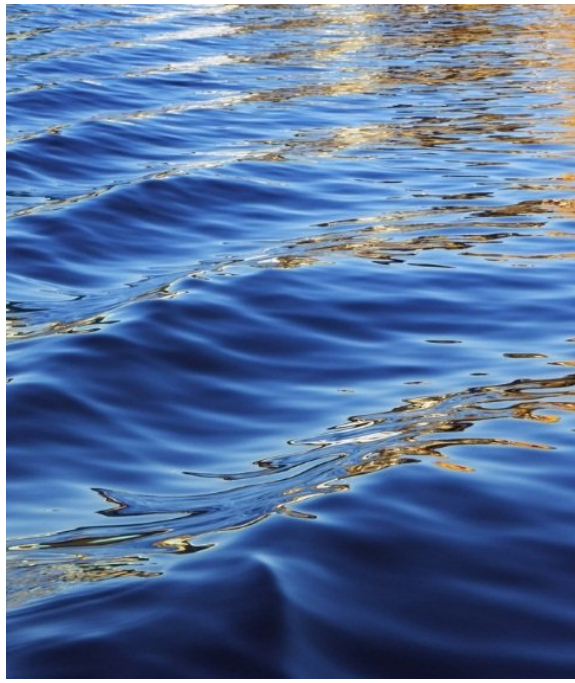


DRINKING WATER IS ONE SOURCE OF HUMAN EXPOSURE TO LEAD

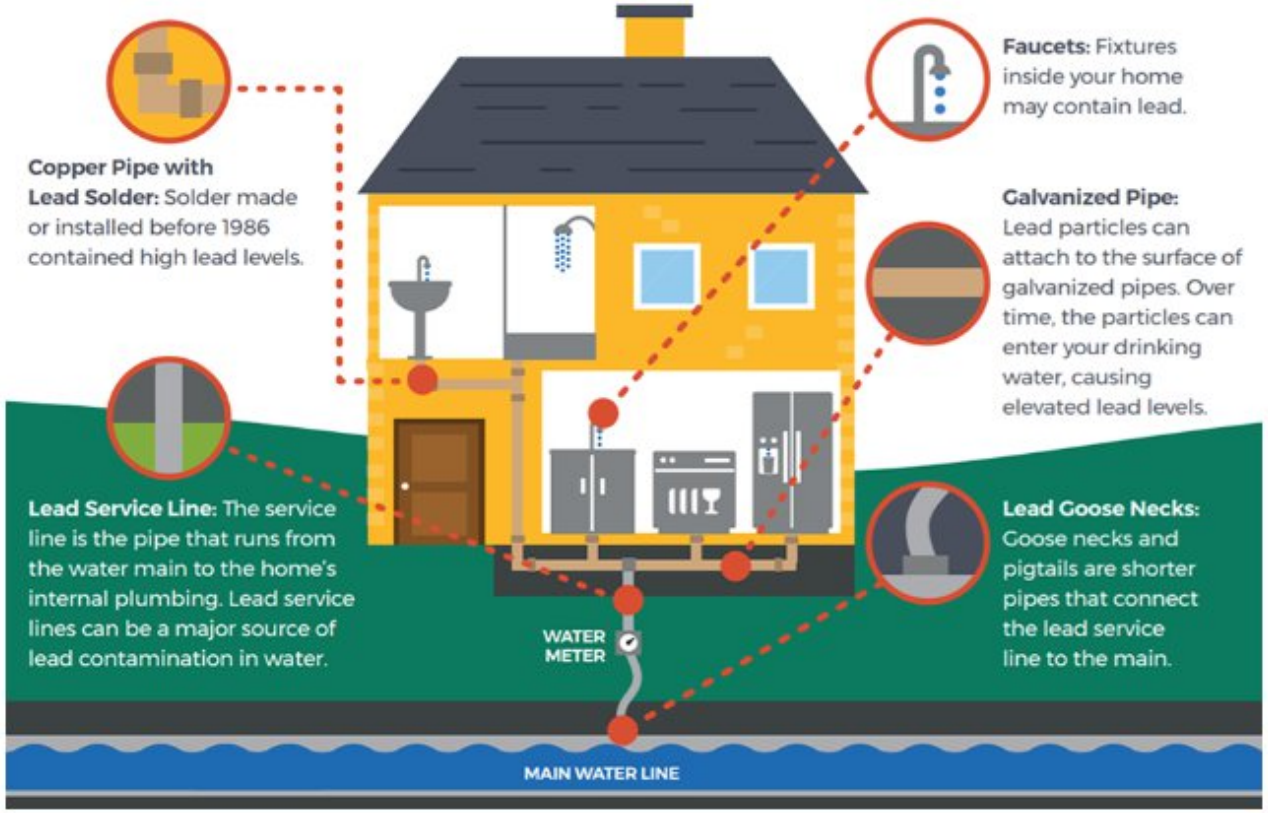


EPA and the Centers for Disease Control and Prevention (CDC) agree that there is no known safe level of lead in a child's blood. Reducing these exposures can improve outcomes. Lead is harmful to health, especially for children.

EPA estimates that drinking water can make up 20 percent or more of a person's total exposure to lead. Infants who consume mostly mixed formula can receive 40 percent to 60 percent of their exposure to lead from drinking water.



How Lead Gets Into Drinking Water





Deciphering the certification marks on faucets isn't always easy. When in doubt, ask.

LEAD DRINKING WATER REGULATION



Result – Low to High

ress	ug/L Lead
MOHAWK DR	<1.0
N BELMONT PL	<1.0
MOHAWK DR	<1.0
ZIPPER	<1.0
N BELMONT PL	<1.0
LORAINE PL	<1.0
KOSTER	<1.0
LORAINE PL	<1.0
Windmill	<1.0
N BELMONT PL	<1.0
TARA DR	<1.0
TARA DR	<1.0
N BELMONT PL	<1.0
MOHAWK DR	<1.0
TARA DR	<1.0
TARA DR	<1.0
N CHEROKEE RD	<1.0
Mohawk	<1.0
LORAINE PL	1.1
N BELMONT PL	1.1
CHEROKEE RD	1.2
HARVEST LANE	1.2
LORAINE PL	1.5
N BELMONT PL	1.7
N BELMONT PL	1.9
WINDMILL DR	2.7
WINDMILL DR	2.7
LORAINE PL	2.8
PAWNEE RD	3.1
BELMONT	3.4

Lead and Copper Analytical Results are evaluated against an "Action Level" not a "Maximum Contaminant Level".

- Exceeding the Action Level requires the utility to adopt water treatment practices to reduce the corrosive characteristics of the water supply.

90% Percentile Standard

- When the contaminant in top10% of samples exceeds the Action Level, all water users must be notified.

Action Levels

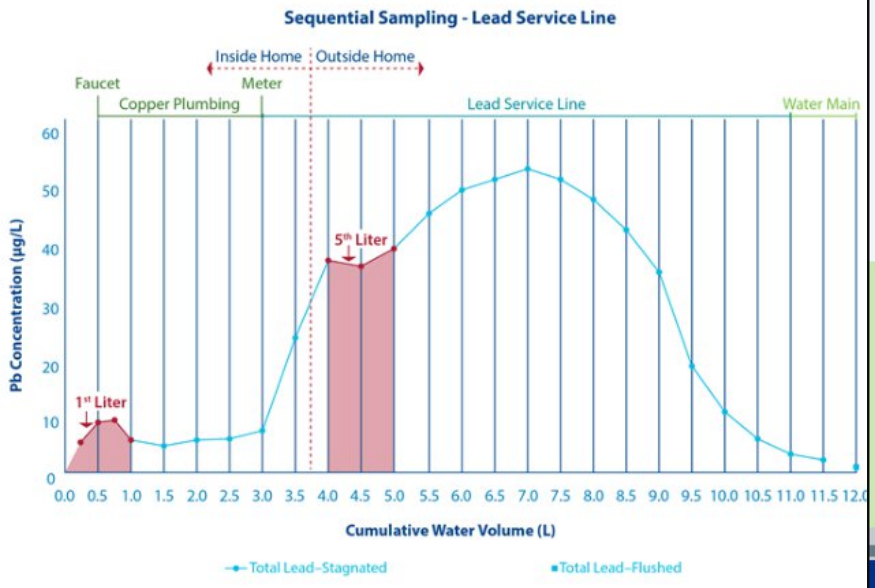
- The Lead Action Level 10 ppb
- The Copper Action Level is 1.3 mg/L or 1300 ppb

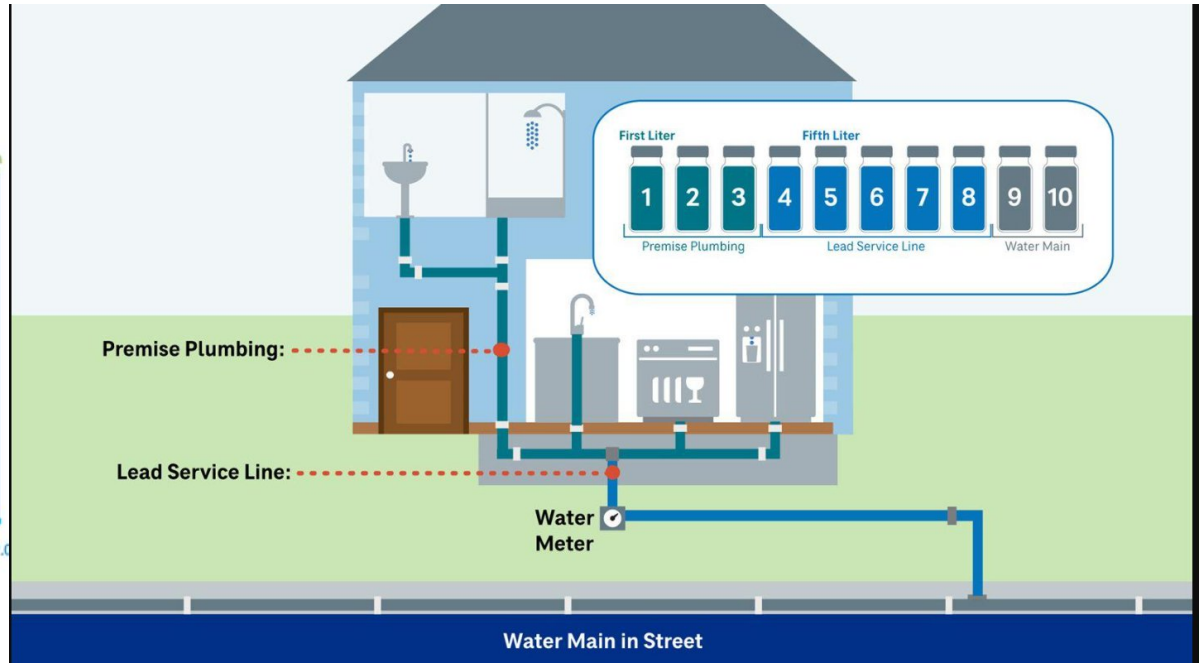
Garden City collects 30 samples, the 27th sample represents the 90th percentile

ress	ug/L Copper
LORAINE PL	20
Windmill	25
Mohawk	29
KOSTER	35
TARA DR	40
N BELMONT PL	43
TARA DR	45
LORAINE PL	55
LORAINE PL	57
N CHEROKEE RD	59
N BELMONT PL	66
MOHAWK DR	77
ZIPPER	78
TARA DR	78
N BELMONT PL	81
N BELMONT PL	81
MOHAWK DR	82
N BELMONT PL	84
LORAINE PL	84
TARA DR	89
MOHAWK DR	93
N BELMONT PL	95
HARVEST LANE	97
WINDMILL DR	100
N BELMONT PL	110
LORAINE PL	110
CHEROKEE RD	150
WINDMILL DR	150
PAWNEE RD	160
BELMONT	160

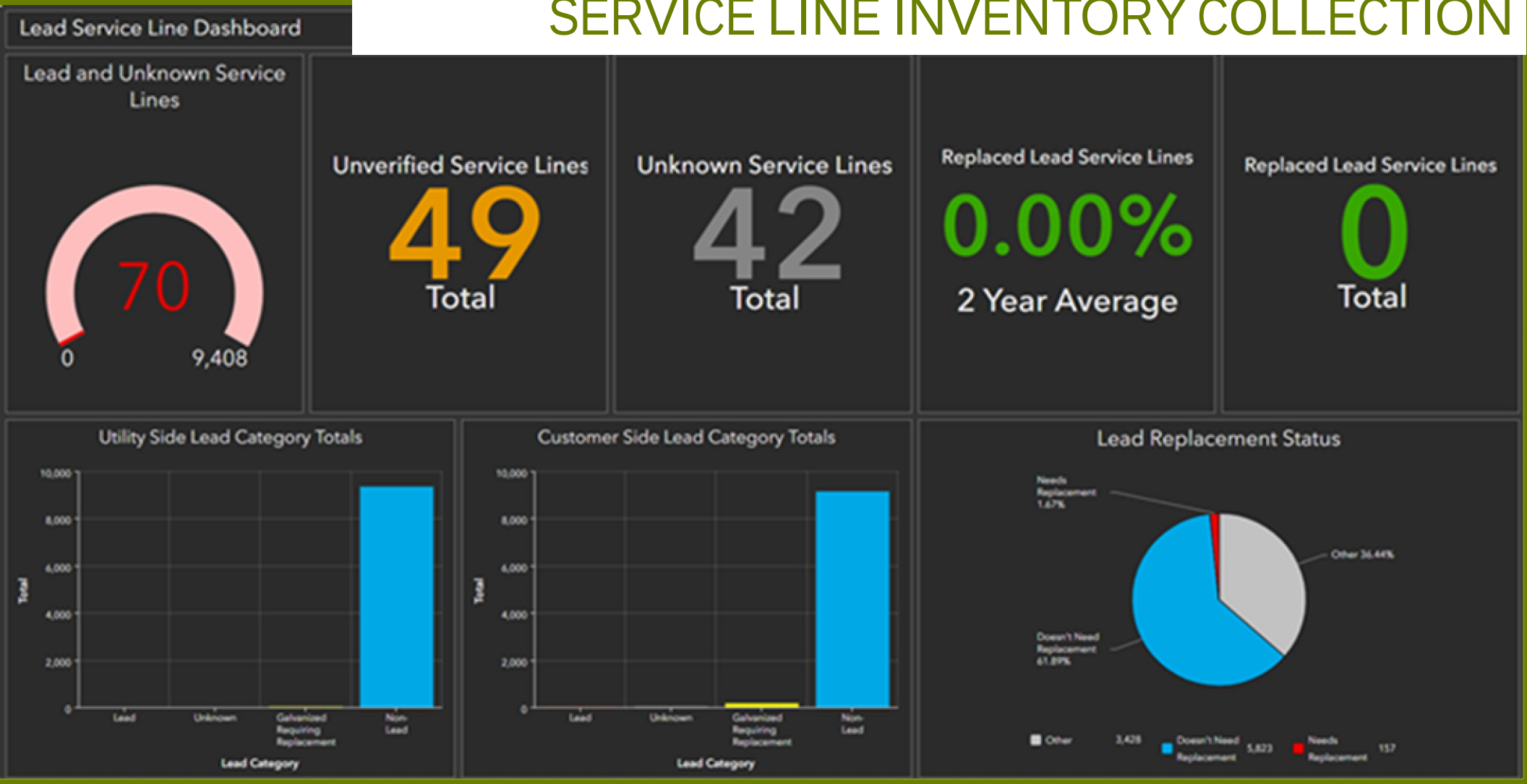
30 Samples taken every
years. Last sampling w
2022.

New Sampling Protocols for Lead



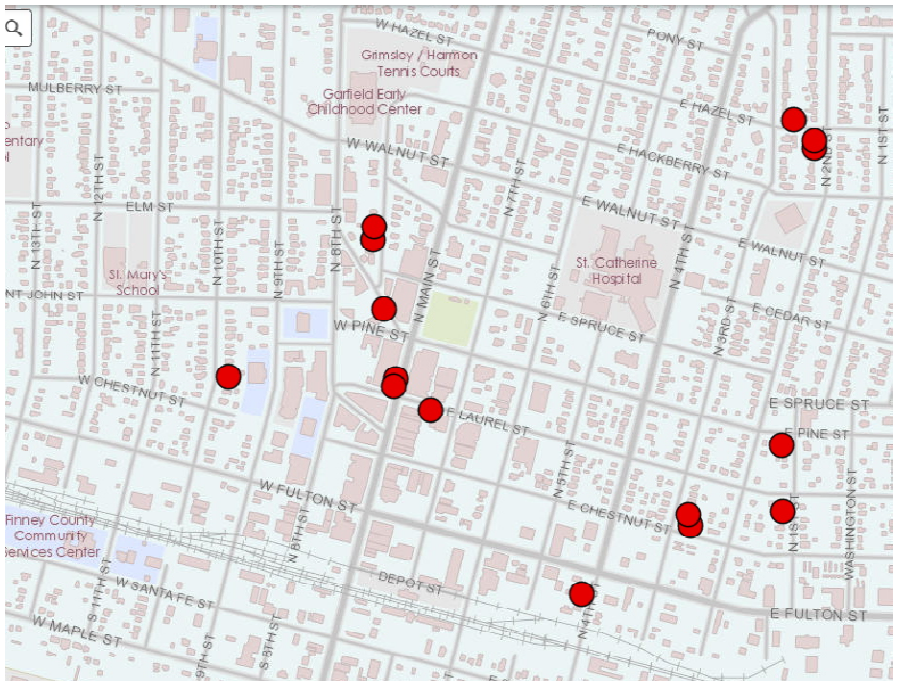


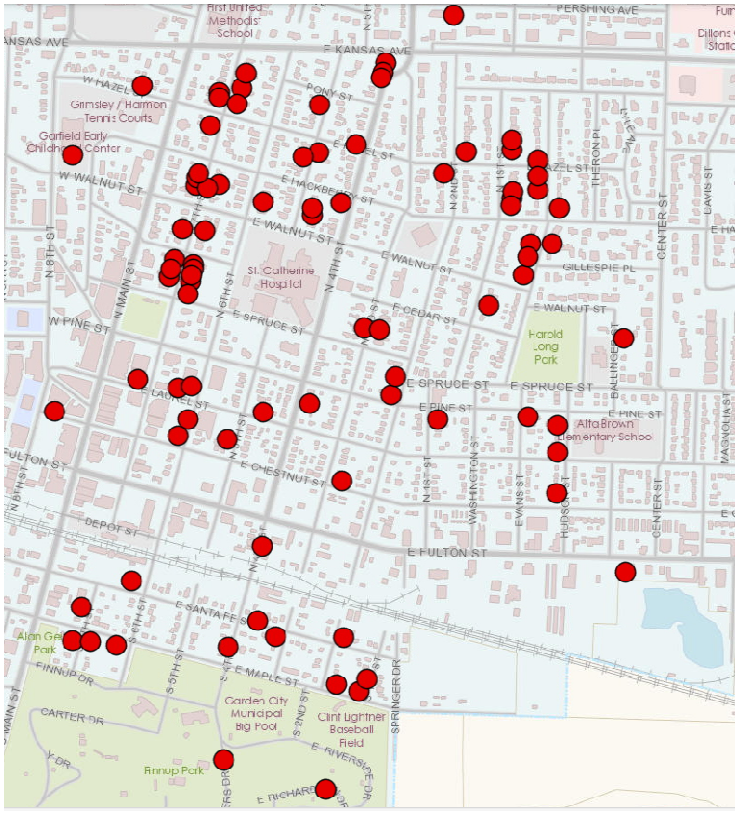
SERVICE LINE INVENTORY COLLECTION



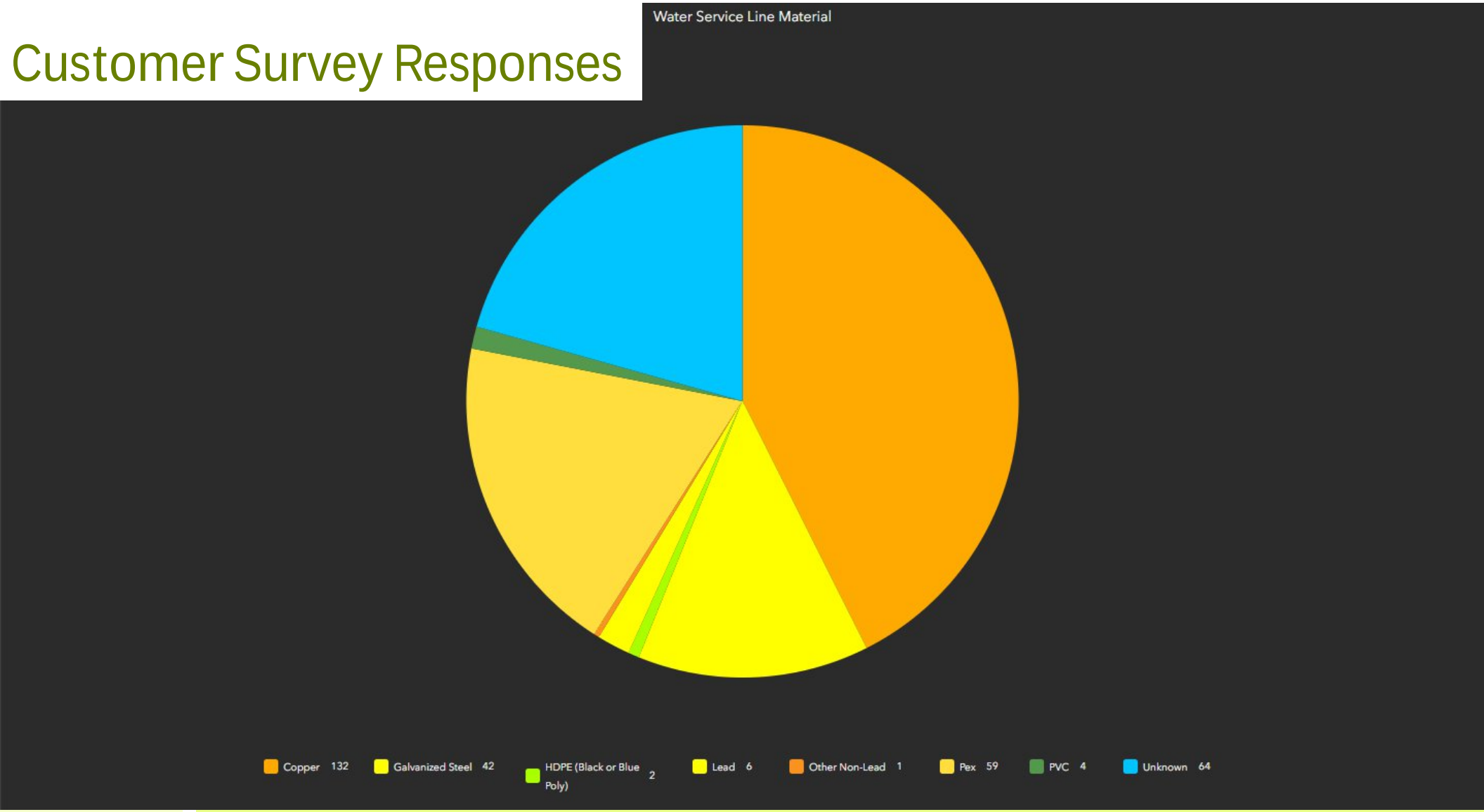
The Role of Galvanized Service Lines

42 – City Side (Galvanized or Lead)
206- Customer Side Galvanized or Lead
25-Of the 206, 25 have been identified as Lead.

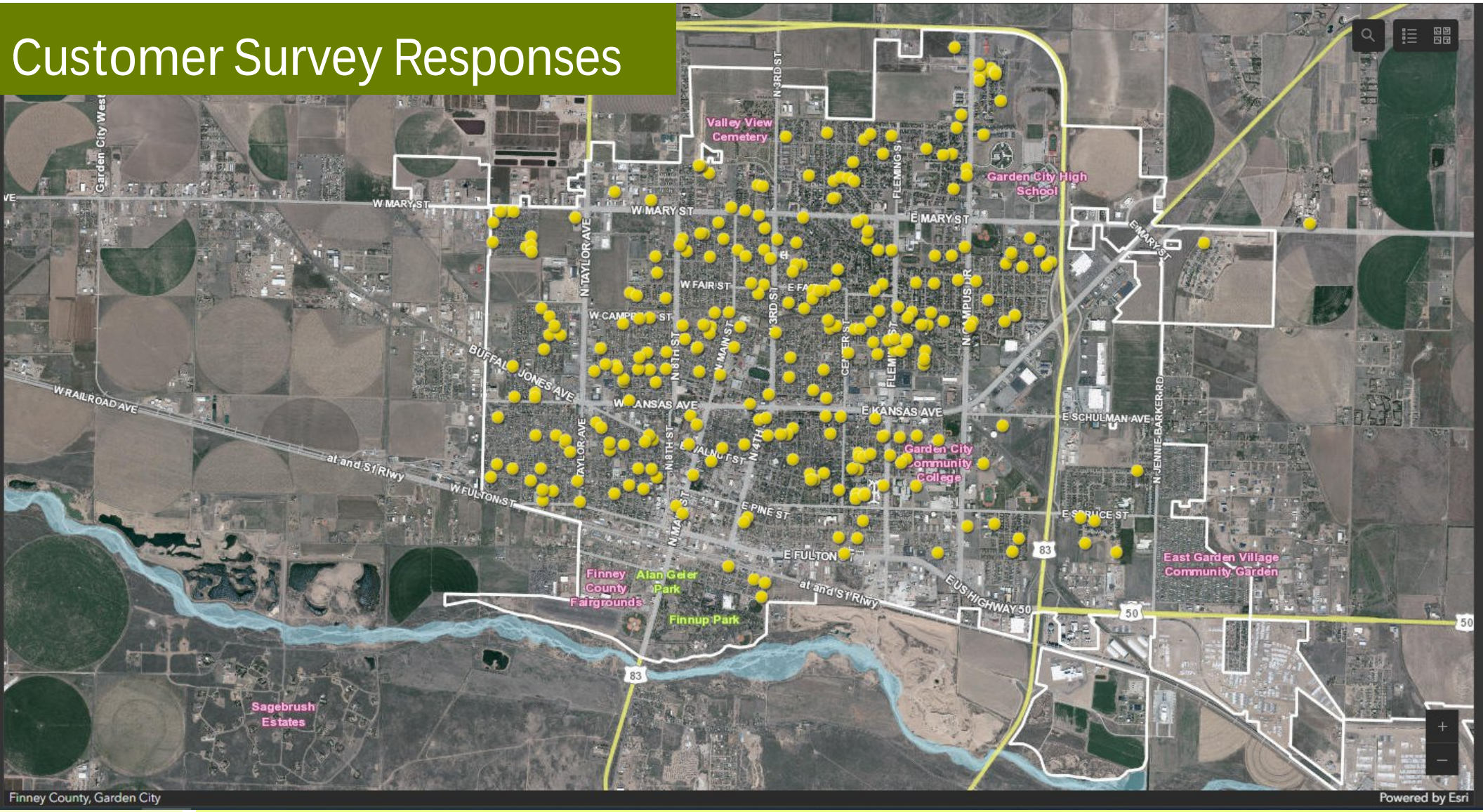


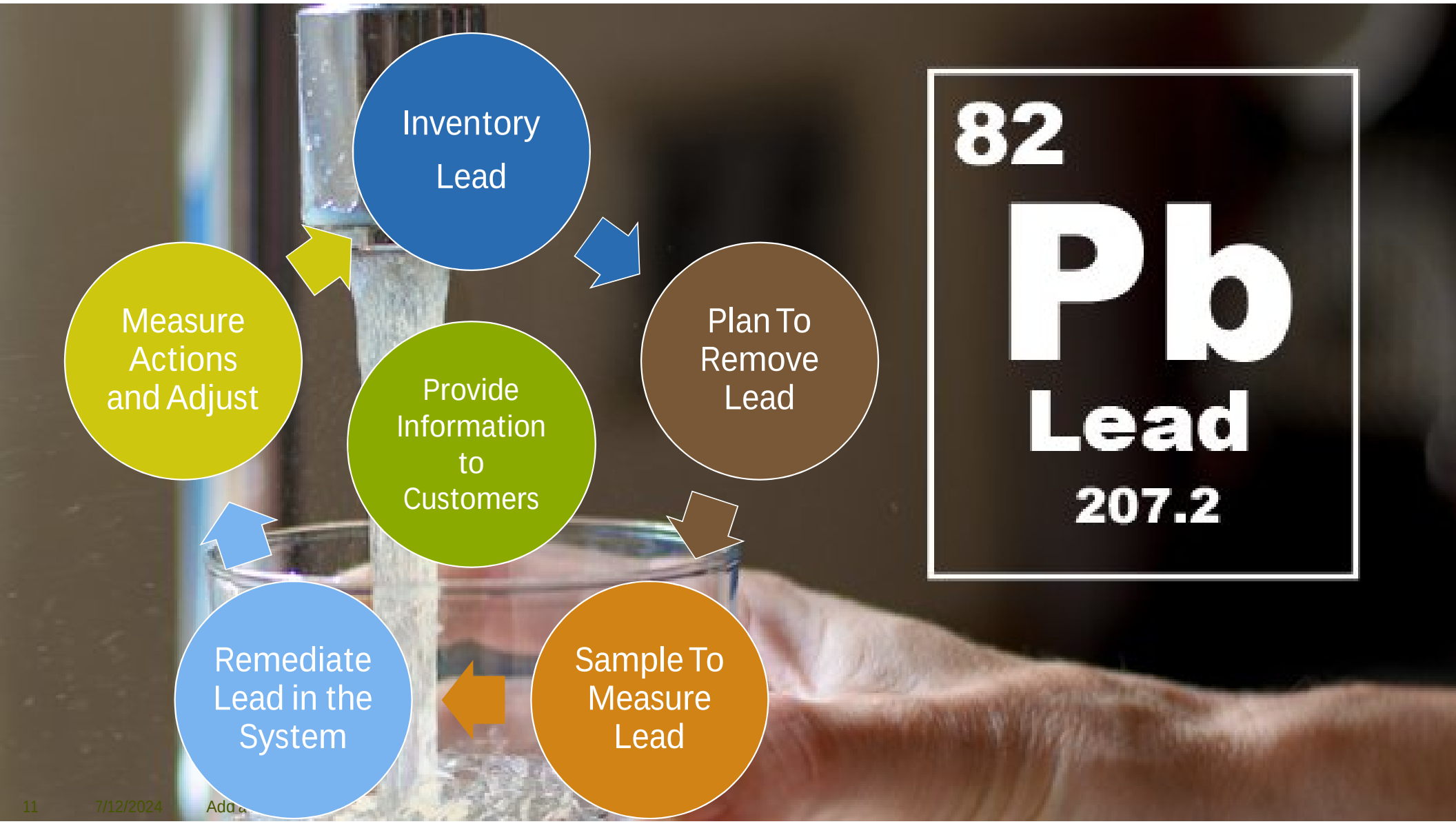


Customer Survey Responses



Customer Survey Responses

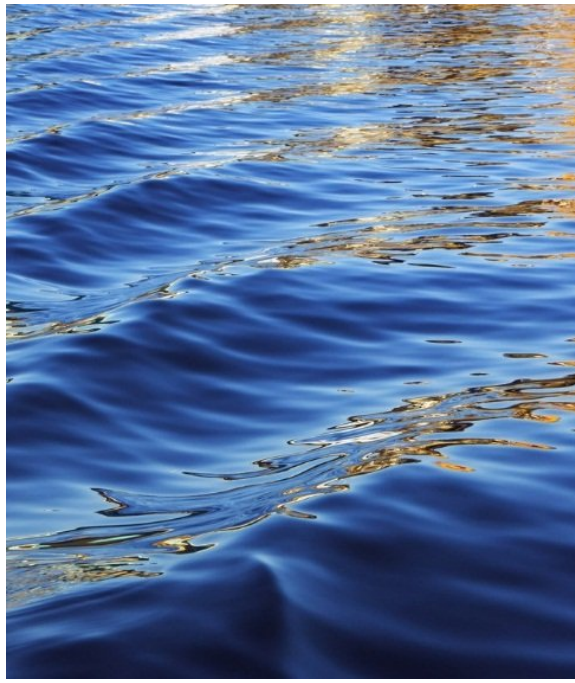



Inventory Lead
Plan To Remove Lead
Sample To Measure Lead
Remediate Lead in the System
Measure Actions and Adjust
Provide Information to Customers
82
Pb
Lead
207.2



GARDEN CITY™
KANSAS

WATER RECLAMATION
RECYCLE + RESTORE



Fred Jones, Water Resource Manager
fred.jones@gardencityks.us

CITY COMMISSION MEETING

City of Garden City
Tuesday, July 2, 2024
1:00 PM

Note:
No Pre-Meeting.

REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT
All members were present.

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION
Mayor Ortiz opened the meeting with the Pledge of Allegiance and Invocation.

APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED
The June 18, 2024, City Commission meeting minutes were approved as presented.

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

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES
The Governing Body considered and approved a request from Magdaly Ambroise to waive the $100 park reservation fee for use of Stevens Park on Sunday, July 7, 2024, for the Haitian Festival event from 12:00 - 7:00 p.m.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Nguyen.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved a request from Stacie Hahn, Western Kansas Community Foundation, to waive the sign ordinance and right-of-way restrictions to have a banner placed at Third Street and Kansas Avenue from July 8-15, 2024, for the Non-Profit Fair at Stevens Park.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved a request from Steve Quakenbush, Finney County Museum, to waive the sign ordinance and right-of-way restrictions to have a banner placed on the Lee Richardson Zoo west fence and at the Finnup Park gates from July 6-14, 2024, for the Flea Market festival event.

Moved to Approve by Commissioner Landgraf; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved a request from Jessica Kuhlmann, Dirty Dough, to waive the sign ordinance and right-of-way restrictions to have signs placed at the following locations for a grand opening of their business from July 13 - 20, 2024.

1. 3100 E. Kansas Avenue
2. 2300 E. Kansas Avenue
3. 2000 E. Kansas Avenue
4. 1300 E. Kansas Avenue
5. 300 E. Kansas Avenue

6. 800 W. Kansas Avenue
7. 1600 N. Taylor Avenue
8. 1100 Larue Road
9. 1400 Larue Road
10. 3000 Larue Road

Moved to Approve by Mayor Ortiz; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Nguyen, Commissioner Unruh
Nays: Commissioner Cessna

The Governing Body considered and approved event requests from Friends of Lee Richardson Zoo for Boo! at the Zoo 2024.

1. Request to close the Zoo for the day of the event (October 19, 2024).
2. Request to allow Friends of Lee Richardson Zoo to charge an admission fee for Boo! at the Zoo.
3. Request to waive the sign ordinance and right-of-way restrictions to place a banner at Lee Richardson Zoo west fence and north fence close to the museum from September 19 - October 19, 2024.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved requests from Tiffany Harmon, on behalf of the Finney County Fair Board:

1. Reduced rate for trash pickup of $20 per container.
2. Permission to close Lake Avenue to through traffic from Ninth Street to Taylor Avenue for the safety of fair participants.
3. Waiver of the $300 daily carnival fee and $2500 deposit.
4. Waiver of the sign ordinance and place signs at the following locations.
    a. Third Street and Kansas Avenue from July 15-22, 2024
    b. Zoo fence on Main Street from July 15-22, 2024
    c. Kansas Avenue and Fleming Street from July 15 – 22, 2024
    d. North Stevens Park from July 15-22, 2024

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved requests from Cody Cundiff, Hidden Trail Brewing for a waiver of the noise ordinance for two events for their Summer Concerts Series at 2010 E. Schulman Avenue.

1. July 5, 2024 - First night of Summer Concert Series from 6:00 p.m. - 12:00 a.m.
2. July 13, 2024 - Second night of Summer Concert Series from 6:00 p.m. - 12:00 am.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved an additional request from Matt Geier, Board President of the Tumbleweed Festival, Inc. for the 33rd annual Tumbleweed Festival to include Friday, August 23, 2024.

1. The use of, and the waiver of fees for, the west green at Lee Richardson Zoo on August 23-25, 2024, for the 33rd Annual Tumbleweed Festival. The request includes set-up from August 19-22, 2024, and teardown August 26-27, 2024.
2. Waiver of Code Section 6-35 and 6-133 to allow possession, consumption and sale of cereal malt beverage or alcoholic liquors in a public park.

Moved to Approve by Commissioner Landgraf; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

REPORT OF THE CITY MANAGER
Congratulations to Chief Prewitt on being appointed to the Kansas 911 Coordinating Council representing the Kansas Association of Police Chiefs! Chief Prewitt will serve through June 2025.

Congratulations to City Clerk Hurtado on being appointed to the International Institute of Municipal Clerks (IIMC) Foundation Board of Directors! City Clerk Hurtado will serve a three-year term.

Presentation of the May 2024 report from the Garden City Regional Airport.

Presentation of the May 2024 Master Activity Report from the Garden City Police Department.

Presentation of the June 2024 Monthly Sales Tax Reports from Service and Finance.

MEETINGS OF NOTE

- July 4, 2024 - Vets for Veterans 4th of July Parade on Main Street at 10:00 a.m.
- July 4, 2024 - Fourth of July Fireworks at approximately 10:00 p.m.
- July 13, 2024- Jungle Run Automobile Show at Lee Richardson Zoo from 8:00 a.m. to 7:00 p.m.
- July 16, 2024 - Kansas Food Bank Ribbon Cutting Ceremony at 1204 Taylor Plaza E at 10:00 a.m.
- July 17, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- July 18, 2024 - City of Garden City Employee Appreciation Night at the Garden City Wind Game at 5:00 p.m.
- July 24, 2024 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- July 30, 2024 - Town Hall Meeting at the City Administrative Center in the Commission Chambers at 7:00 p.m.

CONSIDERATION OF APPROPRIATION ORDINANCE
Appropriation Ordinance No. 2566-2024A, “an appropriation ordinance making certain appropriations for certain claims in the amount of $4,538,163.47”, was read and considered section by section.

Moved to Approve by Mayor Ortiz; seconded by Commissioner Cessna.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

CONSIDERATION OF ORDINANCES AND RESOLUTIONS
The Governing Body considered and approved a resolution establishing August 6, 2024, at 1:15 p.m. for a public hearing regarding vacating a public street (2900 block of Schulman Avenue) situated within the corporate limits of Garden City.

1. Resolution No. 3113-2024, A resolution of the Governing Body of the City of Garden City, Kansas determining that the City will consider a proposal to vacate a public street situated in the corporate limits of Garden City, Kansas, as more particularly described in the body of this resolution; establishing the date and time for a public hearing on such matter and providing for the giving of notice of such public hearing.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved a Motor Vehicle Nuisance Resolution.

1. Resolution No. 3114-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (209 S. 1st St. – White Vehicle).

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved an Environmental Nuisance Resolution.

1. Resolution No. 3315-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (1705 9th Street - Two carts and a Christmas tree located on the property).

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

OLD BUSINESS

NEW BUSINESS
The Governing Body considered and approved a request from Great Plains Development, Inc. for the City membership and participation in the amount of $4,350.00.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the distribution of Downtown Development Funds for 207 N. Main Street.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Nguyen.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the distribution of Downtown Development Funds for 312 N. Eighth Street.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the purchase of real property from James L. Keller, L.L.C. for $110,000.00.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Unruh.

Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved a draft of the 2025 City Budget for the purpose of allowing the Mayor to sign the Indication of Revenue Neutral Rate Intent.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

Commissioner Nguyen moved to approve the Governing Body enter into an Executive Session for 10 minutes to begin at 3:45 p.m. an end at 3:55 p.m., pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship specifically regarding contract negotiations with City Attorney Cunningham and City Manager Allen present. Commissioner Cessna seconded the motion.

Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

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

CONSENT AGENDA
Mayor Ortiz Moved to Approve the following items on the Consent Agenda; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Ortiz, Commissioner Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the Smith's Pit Second Addition replat.

The Governing Body considered and approved the 2024 Cereal Malt Beverage License Renewals.

CITY COMMISSION REPORTS
MAYOR ORTIZ
Mayor Ortiz thanked fellow Commissioners and staff for their work on the 2025 budget. Mayor Ortiz encouraged citizens to get out and vote! Mayor Ortiz announced the birth of his first granddaughter, Everly Lane Ortiz. Mayor Ortiz spoke about the Redhawk Academy fast pitch softball tournament, Homeruns for Heroes; and received compliments on the city from those in attendance and thanked the Police, Fire and Sheriff's Department for their attendance at the tournament. Mayor Ortiz stated the Neighborhood Development Services discussions with Finney County were well received and he was pleased with the discussions. Mayor Ortiz encouraged everyone to attend the Fourth of July parade. Mayor Ortiz asked staff for an update on the Dusty Trail hotel on north Taylor Avenue.

COMMISSIONER UNRUH
Commissioner Unruh commented that he loves the investment the city and community made into Garden Rapids at the Big Pool and loves to see people utilizing it. Commissioner Unruh appreciates the staff's work to keep the pool and local parks clean and updated. Commissioner Unruh thanked people for respectfully setting fireworks and following the allowed times and for cleaning up their trash. Commissioner Unruh stated he was excited to see the Downtown Development Funds being utilized again. Commissioner Unruh congratulated City Clerk Hurtado and Chief Prewitt on recent appointments. Commissioner Unruh stated he recently traveled and was incredibly proud to have the new jet bridge at Garden City Regional Airport and thanked airport staff for all their hard work.

COMMISSIONER CESSNA
Commissioner Cessna congratulated Chief Prewitt and City Clerk Hurtado on their appointments to their respective State and National boards. Commissioner Cessna reminded the community that fireworks are allowed in the city limits and in the county from July 1-5, 2024, from 11:00 a.m. – 11:00

p.m., and encouraged participation in the Fourth of July parade, Garden Rapids at the Big Pool, Garden City Wind game, Garden City Municipal Band during the community fireworks set for approximately 10:00 p.m. Commissioner Cessna congratulated Downtown Vision on their 20th anniversary. Commissioner Cessna stated he attended several events and meetings recently including the successful 620 event, Garden City Regional Airport ribbon cutting, and the Neighborhood & Development Services agreement meetings. Commissioner Cessna reminded everyone that the last day to register to vote in Finney Count is July 16, 2024, and that there is a Meet & Greet on July 11, 2024, with local candidates. Commissioner Cessna stated the League of Kansas Municipalities is holding a City Forum in Scott City on July 10, 2024. Commissioner Cessna wished everyone a safe and happy Fourth of July!

COMMISSIONER LANDGRAF
Commissioner Landgraf stated it was an honor to have Senator Moran attend the Garden City Regional Airport ribbon cutting. Commissioner Landgraf congratulated Chief Prewitt and City Clerk Hurtado on their appointments to their State and National boards. Commissioner Landgraf wished everyone a happy Fourth of July!

COMMISSIONER NGUYEN
Commissioner Nguyen thanked and congratulated Chief Prewitt and City Clerk Hurtado on their appointments to their respective boards and congratulated Officer Brecken Ralston on his recent graduation from the Kansas Law Enforcement Training Center. Commissioner Nguyen reminded everyone that July is Parks & Recreation month and to be on the lookout for exciting events coming from those departments. Commissioner Nguyen encouraged others to attend the Finney County candidate forum and play an active role in understanding the Sales Tax Reauthorization. Commissioner Nguyen congratulated staff on the successful 620 event and was appreciative of the turnout. Commissioner Nguyen stated he was appreciative of spending the last two weeks in Lakin and Fowler with about 80 high school aged students serving those communities.

OTHER ENTITIES
Presentation of the May 21, 2024, minutes from the Public Safety Advisory Board.

Presentation of the May 9, 2024, minutes from the Garden City Regional Airport Advisory Board.

Presentation of the May 16, 2024, Holcomb-Garden City, Finney County Area Planning Commission minutes.

ADJOURN

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: July 16, 2024
RE: Waiver of the Sign and Outdoor Advertising Zoning Regulations at 101 East Fulton Street, Garden City, Kansas.

ISSUE:

The Governing Body is asked to consider a waiver of the Zoning Regulations, Section 23.100 (Signs and Outdoor Advertising) pertaining to signs at 101 East Fulton Street, Garden City, Kansas.

BACKGROUND:

Prithvi Murthy with Accelacare Physical Therapy is requesting a wavier of Sections 23.040(B)(4), 23.100(A)(6), 23.100(A)(5.d), 23.100(A)(5.i), 23.100(B)(6), 23.100(B)(5.d), 23.100(B)(5.i) of the Zoning Regulations (Signs and Outdoor Advertising) to allow for one 20'x3' monument style sign at 101 E. Fulton Street.

The building at 101 E. Fulton Street has a double building frontage on Main Street to the west and Fulton Street to the south. The building has several wall mounted signs that face both streets, a monument style sign at the corner of Main Street and Fulton Street and a parking lot to the south of the building.

The applicant is proposing to set the monument sign along the Main Street frontage. The proposed location is approximately 5 feet away from the west property line and approximately 20 feet away from the parking stalls along Main Street.

Signs permitted by Section 23.100 of the Zoning Regulations include "A" frame, projecting signs, wall signs, name plates, and windows signs. However, monument style signs are not permitted within the "C-3" Central Business District. Section 23.100(A) applies to structures or buildings within the "C-3" District that are built to the property line. Section 23.100(A) states that a sign shall not exceed twenty-five (25) feet in height, but this section does not specify monument signs, and as a result, the section does not provide limits to the total square footage of monument signs. The height of the proposed sign is 3 feet tall, which is within the maximum height of 25 feet of this section. Monument signs that are permitted within the other zoning districts shall not be greater that 30 feet wide and 15 feet tall.

Section 23.100(B) applies to structures or buildings within the "C-3" District that have a setback of 25 feet or more. Section 23.100(B) states that a sign shall not exceed 25 feet in height, and the total gross surface area of all signs shall not exceed three times the linear street frontage of the lot. The building is built to the property line along Main Street, similar to the majority of other structures within the "C-3" District. The building has a setback greater than 25 feet along Fulton Street, similar

to structures within the other Commercial Zoning Districts within the City. Due to the double street frontage of the lot and setbacks of the building, both Section 23.100(A) and Section 23.100(B) of the Zoning Regulations apply. The total linear feet of the Main Street Frontage is 137 feet, allowing a maximum of 411 square feet of signage. The existing monument sign and one wall sign that faces Main Street is has a total square footage of approximately 82 square feet. The proposed sign is approximately 60 square feet, so together, the existing and proposed signs do not exceed the maximum square footage allowed on the Main Street Frontage. The total linear feet of the Fulton Street Frontage is 140 feet, allowing a maximum of 420 square feet of signage. The square footage of the existing three wall signs and the existing monument sign that face Fulton Street is approximately 117 square feet. The proposed sign is approximately 60 square feet and together, the existing and proposed signs do not exceed the maximum allowed on the Fulton Street Frontage. Below is a list of the specific sections of the Zoning Regulations and further explanation of the reason for the waiver request:

- Section 23.040(B)(4): *Illuminated signs in direct vision of traffic shall not be of red, green or amber illumination.*
    - Reason for request: A portion of the sign is green.
- Section 23.100(A)(6): *SPECIAL SIGN TYPES ALLOWED*
    - Reason for request: This section lists the special types of signs allowed within this zoning district. The proposed sign is a monument style sign, which is not listed as a special sign type allowed by this Section. Monument style signs are only permitted in the Residential, Industrial and all other Commercial Zoning Districts, with a limit of only one per property.
- Section 23.100(A)(5)(d): *Where multiple-tenants exist, sign copy shall be limited to one (1) primary name of the business complex or shopping center and may list individual uses and tenants provided such lettering for the listing is a maximum of one (1') foot in height, limited to the name of the businesses, trademarks, logos, and slogans.*
    - Reason for request: Accelacare Physical Therapy will be one of two tenants within the building, and have their own separate sign. The proposed sign exceeds the maximum height of one foot allowed per tenant. The proposed sign is 3 feet tall, exceeding this section by 2 feet.
- Section 23.100(A)(5)(i): *Illuminated signs in direct vision of traffic shall not be of red, green or amber illumination.*
    - Reason for request: A portion of the sign is green.
- Section 23.100(B)(1)(a): *Only one (1) permanent sign shall be allowed per street frontage.*
    - Reason for request: The Fulton Street Street frontage has three existing wall signs and one existing monument sign. The addition of the proposed monument sign will further exceed this limit by additional one sign.
- Section 23.100(B)(6): *SPECIAL SIGN TYPES ALLOWED*
    - Reason for request: This section lists the special types of signs allowed within this zoning district. The proposed sign is a monument style sign, which is not listed as a special sign type allowed by this Section. Monument style signs are only permitted in the Residential, Industrial and all other Commercial Zoning Districts, with a limit of only one per property.
- Section 23.100(B)(5)(d): *Where multiple-tenants exist, sign copy shall be limited to one (1) primary name of the business complex or shopping center and may list individual uses and tenants provided such lettering for the listing is a maximum of one (1') foot in height, limited to the name of the businesses, trademarks, logos, and slogans.*

- Reason for request: Accelacare Physical Therapy will be one of two tenants within the building, and have their own separate sign. The proposed sign exceeds the maximum height of one foot allowed per tenant. The proposed sign is 3 feet tall, exceeding this section by 2 feet.

- Section 23.100(B)(5)(i): *Illuminated signs in direct vision of traffic shall not be of red, green or amber illumination.*
  - Reason for request: A portion of the sign is green.

If approved, the sign would be required to be installed by a licensed sign installer and comply with all applicable building codes.

ALTERNATIVES:

1. The Governing Body may approve the wavier request.
2. The Governing Body may not approve the wavier request.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

None.

ATTACHMENTS:

Applicant Sign Wavier Request Letter
Proposed Sign Location
Resolution - Waiver Zoning Regulations (101 East Fulton St)

Accelacare Physical Therapy
101 E Fulton St
Garden City, KS 67846

Dear Garden City Commission members,

I am writing to request a waiver for the Accelacare sign at the Sandhill building (located at the corner of N Main St. and E Fulton St (101 E Fulton St).

Accelacare recently moved its business downtown after many years on Palace Drive, and is thrilled to be joining the downtown community. We have a pre-existing sign that has softer lighting that we would like to fix to the ground in a gravel/rock covered area adjacent to the sidewalk on the southwest corner of the Sandhill building. The sign will be near our entrance so that our patients can easily find our new location and identify the correct entrance for our business.

We would like to mount our sign on poles to appear as it does in the picture attached, and will route power outside to it so patients can find us at night since we are open until 6pm most days. We plan to work with our signage vendors to secure the sign adequately against the wind. Our sign being a monument style is most cost effective for us because it would cost over $10K to mount it safely to the building (including the required structural engineering work, etc). This sign is softly illuminated through the lettering, and because it will be attached to the ground, we expect it to not be disruptive to the aesthetic quality of downtown Garden CIty.

Accelacare Sign Details:

- 20ft wide x 3ft tall
- Monument style sign
- Mounted on poles close to ground
- Route power outside to sign
- Southwest corner of building
- 2-3 year-old sign brought from previous building
- lighted style sign with soft glow through letters

Please reach out with any questions or concerns. I appreciate your support!

Thank you,

Prithvi Murthy
CEO, Accelacare
620-271-0700
prithvi@accelacarept.com


KOC at
SANDHILL ORTHOPAEDIC
& SPORTS MEDICINE
Accelacare

RESOLUTION NO._____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS GRANTING A WAIVER OF CERTAIN PROVISIONS OF THE ZONING REGULATIONS OF THE CITY OF GARDEN CITY, KANSAS RELATING TO SIGNAGE FOR 101 EAST FULTON STREET IN GARDEN CITY, KANSAS.

WHEREAS, 101 Fulton, LLC, a Kansas limited liability company ("Owner") is the owner of real property situated in Garden City, Finney County, Kansas and more particularly described herein; and

WHEREAS, Owner has leased a portion of the existing building located on said real property, namely Sandhill Orthopaedic & Sports Medicine ("Building"), to Accelacare Physical Therapy, LLC, a Kansas limited liability company, and Accelacare Occupational Services, LLC, a Kansas limited liability company, together collectively referred to as "Tenant"; and

WHEREAS, said real property has a zoning district classification of C-3, Central Business District; and

WHEREAS, Tenant desires to install a monument sign on the premises at the southwest corner of the Building and facing the frontages of both North Main Street and East Fulton Street; and

WHEREAS, there are currently six (6) different signs installed on said real property, which consist of one (1) monument installed at the corner of both North Main Street and East Fulton Street, three (3) wall signs installed on the south side of the Building, one (1) wall sign installed on the east side of the Building, and one (1) wall sign installed on the west side of the Building; and

WHEREAS, monument signs are not listed as an allowable sign type in C-3, Central Business District and is, therefore, a prohibited sign; and

WHEREAS, due to the proposed sign facing the frontages of both North Main Street and East Fulton Street, one of which has an observed set back of twenty-five feet (25') or more, the proposed sign must comply with both subsections (A) and (B) of Section 23.100 of the Subdivision Regulations; and

WHEREAS, the installation of the proposed monument sign is in violation of eight (8) separate provisions of the Zoning Regulations of Garden City, Kansas ("Zoning Regulations"), as more particularly set forth herein; and

WHEREAS, the Governing Body of the City of Garden City, Kansas ("Governing Body") desires to grant a waiver of the Zoning Regulations to Tenant and Owner, but only to the extent that such Zoning Regulations are expressly waived herein and only for the particular sign referenced herein.

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

SECTION 1. SUBJECT PROPERTY. The real property subject to this Resolution is generally located at the Northeast corner of the intersection of North Main Street and East Fulton Street in the corporate limits of Garden City, County of FINNEY, State of KANSAS and is more particularly described as follows:

[LEGAL DESCRIPTION APPEARS ON NEXT PAGE]

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block Twenty-Two (22), of the Original Plat to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof, which is commonly known and numbered as 101 East Fulton Street, Garden City, Kansas ("Property").

SECTION 2. SUBJECT SIGN. The waiver granted by this Resolution shall apply only to the sign that is located on the Property and that is depicted on **Exhibit A**, which attached hereto and is hereby incorporated by reference as if fully set forth herein ("Subject Sign").

SECTION 3. GRANTING OF WAIVER. Each of the following provisions of the Zoning Regulations are hereby waived in relation to the Subject Sign, but only to the extent set forth below and subject to any conditions set forth by this Resolution:

a. Subsection (A)(6) of Section 23.100, Special Sign Types Allowed, which will waive the Subject Sign being a monument sign that is not an allowable sign type in C-3 and is, therefore, a prohibited sign;

b. Subsection (A)(5)(d) of Section 23.100, Sign Design, Multiple-Tenant, which shall waive the Subject Sign: (i) not being installed on a business complex or shopping center sign at a multiple-tenant building; and (ii) having lettering that is greater than one foot (1') in height;

c. Subsection (A)(5)(i) of Section 23.100, Sign Design, Illumination, which shall waive the Subject Sign being partially illuminated with the color green;

d. Subsection (B)(6) of Section 23.100, Special Sign Types Allowed (for buildings having an observed setback of 25' or more), which will waive the Subject Sign being a monument sign that is not an allowable sign type in C-3 and is, therefore, a prohibited sign;

e. Subsection (B)(1)(a) of Section 23.100, Number of Signs Allowed (for buildings having an observed setback of 25' or more), which will waive the Subject Sign being installed at a location in which the number of permanent signs is limited to one (1) per street frontage;

f. Subsection (B)(5)(d) of Section 23.100, Sign Design, Multiple-Tenant, (for buildings having an observed setback of 25' or more), which shall waive the Subject Sign: (i) not being installed on a business complex or shopping center sign at a multiple-tenant building; and (ii) having lettering that is greater than one foot (1') in height;

g. Subsection (B)(5)(i) of Section 23.100, Sign Design, Illumination, (for buildings having an observed setback of 25' or more), which shall waive the Subject Sign being partially illuminated with the color green; and

h. Subsection (B)(4) of Section 23.040, Location Standards, which shall waive the Subject Sign being partially illuminated with the color green.

SECTION 4. CONDITIONS OF WAIVER. The waivers granted by this Resolution shall be conditioned upon each of the following conditions:

a. The Subject Sign shall comply with any provisions of the Zoning Regulations that apply to monument signs.

SECTION 5. TERM OF WAIVER; REVOCATION. The waivers granted by this Resolution shall take effect immediately upon adoption of this Resolution and shall continue until revoked by the Governing Body pursuant to this section. The Governing Body reserves the right to revoke any or all of the waivers granted by this Resolution, at any time, upon the nonoccurrence, for any reason, of any condition set forth in this Resolution. Any such revocation shall be accomplished by written resolution of the Governing Body, which shall be recorded with the Office of the Register of Deeds of Finney County, Kansas.

SECTION 7. LIMITATIONS; OTHER REGULATIONS NOT AFFECTED. The waivers granted by this Resolution shall exclusively apply to the Subject Sign and to no other sign. The provisions of the Zoning Regulations shall remain in effect and shall apply to the Subject Sign, the Property, and the Building, notwithstanding the waivers granted by this Resolution, unless any such provision is expressly waived by this Resolution.

SECTION 8. FURTHER ACTION. The Director of the Neighborhood and Development Services Department of the City, and any designee thereof, is hereby authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Resolution, including, but not limited to, the granting a sign permit for the Subject Sign.

SECTION 9. RECORDATION. This Resolution, including Exhibit A, shall be recorded with the Office of the Register of Deeds of Finney County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 16th day of July, 2024.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk


KOC at
SANDHILL ORTHOPAEDIC
& SPORTS MEDICINE
Accelacare

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 16, 2024
RE: Community Health Fair - Sign Waiver Request

ISSUE:
The Governing Body is asked to consider and approve a request from Cortez Rosales, to waive the sign ordinance to have a banner placed at Third Street and Kansas Avenue, Fleming Street and Mary Street fence and the west Zoo fence from July 22-29, 2024 for their Community Health Fair event.

BACKGROUND:
Per the City of Garden City Zoning Regulations, Section 23.080(G)(2), banner signs are prohibited. The applicant has requested a sign waiver to allow banner signs at Third Street and Kansas Avenue, Fleming Street and Mary Street fence and the west Zoo fence from July 22-29, 2024 for their Community Health Fair event.

This request is similar to Special Event sign waiver requests in the past.

ALTERNATIVES:
1. The Governing Body may approve the request to waive the sign ordinance and right-of-way restrictions to place a banner at Third Street and Kansas Avenue, Fleming & Mary Street fence and the west Zoo fence from July 22-29, 2024.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
07-27-24 - Community Health Fair

SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998
GARDEN CITY, KS 67846
620-276-1160

X	Other
	Block Party
	Run/Walk
X	Sign Request
	Parade**
	Itinerant Merchant*
	Sports Event*
	Carnival/Circus*

*Permit/License Required
**Parade Application Required

April 30, 2024
Application Date

Community Health Fair — Name of Event
Saturday, July 27, 2024 — Date of Event

Stevens Park Keys and Appointment — Location of Event
7am-2pm — Start & End Time of Event (including set up & tear down)

Provide health related topics to the community with health services — Purpose of the Event
8am-1pm — Actual Start & End Time of Event

Cortez Rosales — Event Coordinator
crosales@finneycounty.org — Address/Email
620-272-3600 — Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: Hector Rivera, hrivera@finnrycounty.org,620-272-3600

License Applicant Contact Name, Email Address & Phone Number:

If you check any of the boxes below, please add specifics in the additional information space provided. If you are requesting any street closures, please provide streets/intersections to be closed or barricaded. Add additional sheet if needed.

Stevens Park Keys and Appointment	**Yes**	Run/Walk Route and Map Attached	**No**	Extra Trash Receptacles	**Yes**	Noise Waiver***	**No**
GCPD Assistance	**No**	Electricity Access	**Yes**	Alcoholic Liquor or CMB	No		
Street Closure and/or Barricades	**Yes**	**East Pine will need closed due to possibly having services and vehicle walk thru for EMS, Fire Department, Police,**					
Additional Information	**Request to have signs placed at Third & Kansas, Mary & Fleming fence and Zoo fence from July 22-29, 2024.**						
Parade Application Attached	**No**	License					
		KDOT Permit					

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

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

RESOLUTION NO. 2435-2011 - A Resolution granting to the City Manager, of Designee, the authority to grant certain request of persons, businesses of groups for special events or activities

Applicant signature Cortez Rosales Date 4/30/2024

For office use only	
GC Police Department	**Downtown Vision**
GC Fire Department	**Electric Department**
Neighborhood & Development	**Lee Richardson Zoo**
Traffic Department	**Public Works/Solid Waste Dept**
Parks and Recreation Department	**Street Department**
City Manager/Commission	**Application Received**

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 16, 2024
RE: Back to School Backpack Bash - Sign Waiver Request

ISSUE:
The Governing Body is asked to consider and approve a request from Brenda Unruh, to waive the sign ordinance to have a banner placed at Third Street and Kansas Avenue from August 5-12, 2024 for the Back to School Backpack Bash.

BACKGROUND:
Per the City of Garden City Zoning Regulations, Section 23.080(G)(2), banner signs are prohibited. The applicant has requested a sign waiver to allow a banner sign at Third Street and Kansas Avenue from August 5-12, 2024 for the Back to School Backpack Bash.

This request is similar to Special Event sign waiver requests in the past.

ALTERNATIVES:
1. The Governing Body may approve the request to waive the sign ordinance to place a banner at Third Street and Kansas Avenue from August 5-12, 2024 for the Back to School Backpack Bash.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
08-10-24 - Back To School Backpack Bash

SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998
GARDEN CITY, KS 67846
620-276-1160

	Other
	Block Party
	Run/Walk
x	Sign Request
	Parade**
	Itinerant Merchant*
	Sports Event*
	Carnival/Circus*

*Permit/License Required
**Parade Application Required

July 2, 2024
Application Date

Back to School Backpack Bash
Name of Event

Saturday, August 10, 2024
Date of Event

Kansas Ave/Third St (sign)
Location of Event

8/3/2024
Start & End Time of Event (including set up & tear down)

To advertise our Backpack Giveaway
Purpose of the Event

Actual Start & End Time of Event

Brenda Unruh
Event Coordinator

2720 N Campus Dr.
(made4worship21@gmail.com)
Address/Email

620.290.9033
Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: Nathan Haeck pastorhaeck@gmail.com

License Applicant Contact Name, Email Address & Phone Number:

If you check any of the boxes below, please add specifics in the additional information space provided. If you are requesting any street closures, please provide streets/intersections to be closed or barricaded. Add additional sheet if needed.

Stevens Park Keys and Appointment	**No**	Run/Walk Route and Map Attached	**N/A**	Extra Trash Receptacles	**No**	Noise Waiver***	**No**
GCPD Assistance	**No**	Electricity Access	**No**	Alcoholic Liquor or CMB	No		
Street Closure and/or Barricades	**No**						
Additional Information	**Sign request only for 8/5 - 8/12 at Friends and Frogs**						
Parade Application Attached	**No**	License					
		KDOT Permit					

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

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

RESOLUTION NO. 2435-2011 - A Resolution granting to the City Manager, of Designee, the authority to grant certain request of persons, businesses of groups for special events or activities

Brenda Unruh
Applicant signature

Wednesday, July 3, 2024
Date

For office use only			
GC Police Department	n/a	**Downtown Vision**	n/a
GC Fire Department	n/a	**Electric Department**	n/a
Neighborhood & Development		**Lee Richardson Zoo**	n/a
Traffic Department	n/a	**Public Works/Solid Waste Dept**	n/a
Parks and Recreation Department		**Street Department**	n/a
City Manager/Commission		**Application Received**	

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 16, 2024
RE: Community Mexican Fiesta - Sign Waiver Request

ISSUE:
The Governing Body is asked to consider and approve a request from Angelica Chappel, to waive the sign ordinance to have banners placed at Third Street and Kansas Avenue and Security State Bank, from September 9-16, 2024 for the Community Mexican Fiesta.

BACKGROUND:
Per the City of Garden City Zoning Regulations, Section 23.080(G)(2) and Section 23.090(F), banner signs are prohibited. The applicant has requested a sign waiver to allow banner signs at at Third Street and Kansas Avenue and Security State Bank, from September 9-16, 2024 for the Community Mexican Fiesta.

This request is similar to Special Event sign waiver requests in the past.

ALTERNATIVES:
1. The Governing Body may approve the request to waive the sign ordinance to place banners at Third Street and Kansas Avenue, Fleming Street and Kansas Avenue, and Valley State Bank, from September 9-16, 2024 for the Community Mexican Fiesta.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
09-14-24 - Community Mexican Fiesta

GARDEN CITY
KANSAS

SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998
GARDEN CITY, KS 67846
620-276-1160

- ✓ Other
- Block Party
- Run/Walk
- Sign Request
- ✓ Parade**
- Itinerant Merchant*
- Sports Event*
- Carnival/Circus*

*Permit/License Required
**Parade Application Require.

4-9-2024
Application Date

GC Community Mexican Fiesta
Name of Event

Date of Event: 7AM TO 6PM.

Steven's Park
Location of Event

Start & End Time of Event (including set up & tear down): 10 AM TO 6 PM

48th Annual Community Event
Purpose of the Event

Actual Start & End Time of Event

Angelica Castillo Chappel 3108 Yellowstar GCKS 67846 620-290-6264
Event Coordinator | Address/Email | Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: Jeremy Haden Mrku@yahoo.com (620) 582-8202

License Applicant Contact Name, Email Address & Phone Number: Jesse Nuñez jnunez15@cox.net (620) 937-2302

Stevens Park Keys and Appointment	✓	Run/Walk Route and Map Attached	N/A	Extra Trash Receptacles	✓	Noise Waiver***	✓
GCPD Assistance		Electricity Access	✓	Alcoholic Liquor or CMB			
Street Closure and/or Barricades	✓						
Additional Information	There will be a parade beginning from Fairgrounds, into main street						
Parade Application Attached	✓	License					
		KDOT Permit					

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

RESOLUTION NO. 2435-2011 - A Resolution granting to the City Manager, of Designee, the authority to grant certain request of persons, businesses of groups for special events or activities

[signature] 4-09-2024
Applicant signature | Date

For office use only	
GC Police Department	Downtown Vision
GC Fire Department	Electric Department
Neighborhood & Development	Lee Richardson Zoo
Traffic Department	Public Works/Solid Waste Dept
Parks and Recreation Department	Street Department
City Manager/Commission	Application Received

GARDEN CITY
— KANSAS —

PARADE APPLICATION FORM

Application Date: 4-09-2024

Name of Event: GC Community Mexican Fiesta

Date of Parade: 9-14-2024 Morning: ✓ Evening: _____

Pre-Event Meeting Date: ?

CONTACT:

Applicant: Angelica Castillo Chappel Organization GCCMFA

Telephone: 6202906264 Address: 3108 Yellowstar

Applicant: Jeremy Haden City/State/Zip GC KS 67846

Telephone: (720)5828202 E-Mail Address: angelicachappel@gmail.com

PARADE INFORMATION:

Will there be animals walking in the parade: Yes: ✓ No: _____

(Parade Contact Person will be responsible for removal of animal debris)

*Standard Route is Main Street from Isabel Avenue to Walnut Street; Staging is the Exhibition Bldg. - map attached.

ACCEPTANCE:

I certify that the information submitted in connection with the parade application is true and accurate to the best of my knowledge. I agree to adhere to the Parade Rules and Regulations as set forth in the Parade Policy and that I will share said rules and regulations with all parade participants prior to our parade date. I further understand that failure to do so will render the Parade Form, if issued, void. I also understand that the City of Garden City and Garden City Downtown Vision shall be held harmless from any liability resulting from the conduct of this event.

Print or Type Applicant's Name: Angelica Castillo Chappel

Signature of Applicant

Date: 4-09-2024

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: July 16, 2024
RE: Fall Fest - Sign Waiver Request

ISSUE:
The Governing Body is asked to consider and approve a request from Liandro Rodriguez, Downtown Vision, to waive the sign ordinance to have a banner sign placed on the North West side of Stevens park from September 16-23, 2024 for Fall Fest.

BACKGROUND:
Per the City of Garden City Zoning Regulations, Section 23.100(C)(3), banner signs are prohibited. The applicant has requested a sign waiver to allow a banner sign placed on the North West side of Stevens park from September 16-23, 2024 for Fall Fest.

This request is similar to Special Event sign waiver requests in the past.

ALTERNATIVES:
1. The Governing Body may approve the request to waive the sign ordinance to place a banner on the North West side of Stevens park from September 16-23, 2024 for Fall Fest.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
09-21-24 - Fall Fest

SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998
GARDEN CITY, KS 67846
620-276-1160

X	Other
	Block Party
	Run/Walk
X	Sign Request
	Parade**
	Itinerant Merchant*
	Sports Event*
	Carnival/Circus*

*Permit/License Required
**Parade Application Required

February 15, 2024
Application Date

Fall Fest 2024
Name of Event

Saturday, September 21, 2024
Date of Event

Main Street from Fulton to Spruce, Hero's Way & Grant Street
Location of Event

6 am to 5 pm
Start & End Time of Event (including set up & tear down)

Family Festival with venders, performers and activities
Purpose of the Event

9 am to 4 pm
Actual Start & End Time of Event

Liandro Rodriguez | liandro.rodriguez@yahoo.com | **(620) 640-7884**
Event Coordinator | Address/Email | Phone Number

Additional Contact Names, Email Addresses & Phone Numbers:

License Applicant Contact Name, Email Address & Phone Number:

If you check any of the boxes below, please add specifics in the additional information space provided. If you are requesting any street closures, please provide streets/intersections to be closed or barricaded. Add additional sheet if needed.

Stevens Park Keys and Appointment	Y	Run/Walk Route and Map Attached	N	Extra Trash Receptacles	Y	Noise Waiver***	Y
GCPD Assistance	Y	Electricity Access	Y	Alcoholic Liquor or CMB	N		
Street Closure and/or Barricades	Y	We would like to have heroes way closed for food trucks. We would also like PD escort with car while we are marking spaces on Main St the day before the event.					
Additional Information	Main St. closed from Fulton to Spruce, Heros Way closed, Grant St. closed from 8th to Main. 15 park benches to south side of Klaus Building. Electricity access on Main St. & Hero's Way Stevens Ave up to stop sign closed. We will meet with electric department 3 weeks before the event to finalize electric needs and placement of vendors. We would like to reserve the sign post on the northwest side of Stevens Park from September 15th to the 21st						
Parade Application Attached	N	License					
		KDOT Permit					

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

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

RESOLUTION NO. 2435-2011 - A Resolution granting to the City Manager, of Designee, the authority to grant certain request of persons, businesses of groups for special events or activities

Liandro Rodriguez | **Thursday, February 15, 2024**
Applicant signature | Date

For office use only	
GC Police Department	**Downtown Vision**
GC Fire Department	**Electric Department**
Neighborhood & Development	**Lee Richardson Zoo**
Traffic Department	**Solid Waste Department**
Parks and Recreation Department	**Street Department**
City Manager/Commission	**Application Received**

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief & Courtney Prewitt, Police Chief
DATE: July 16, 2024
RE: 2024 GCFD & GCPD Fireworks Report

ISSUE:
Fire Chief Irsik and Police Chief Prewitt will present the 2024 Fireworks Report.

BACKGROUND:
Attached is the 2024 Fireworks Report from the Garden City Fire Department and the Garden City Police Department.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
2024 Firework Violations Report



2024 FIREWORKS REPORT

Presented by the Garden City Fire Department and Garden City Police Department

- Over 1,000 community contacts were made in 2024 by both departments
- Education materials
- Increased visibility beginning in June through July 5th on social media by GCFD, GCPD, and the City of Garden City





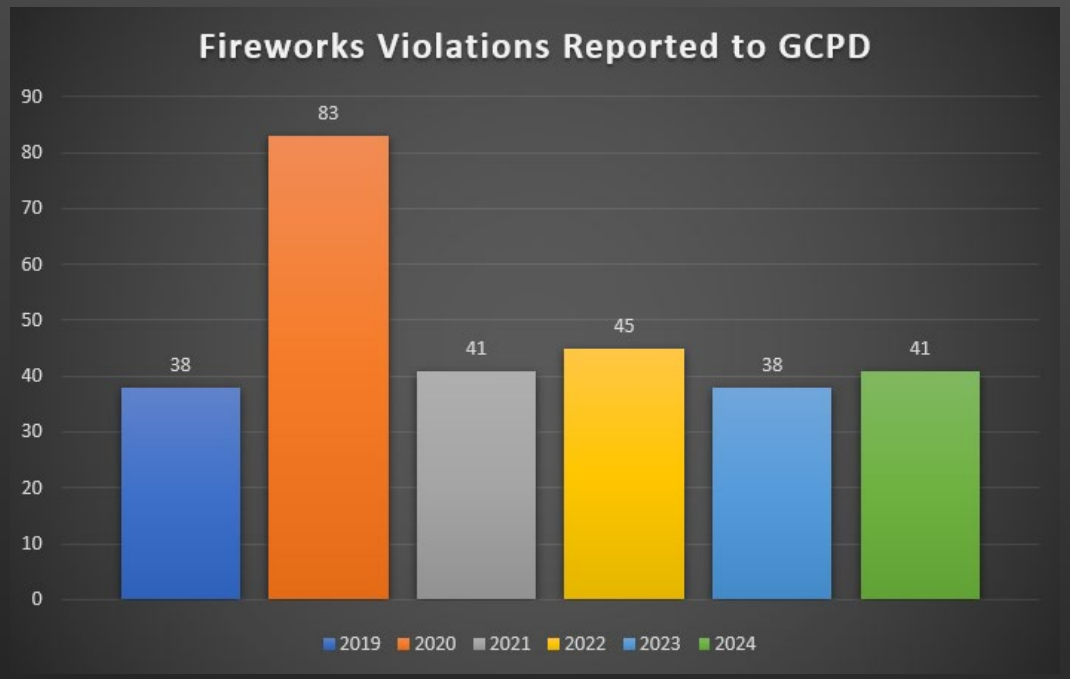


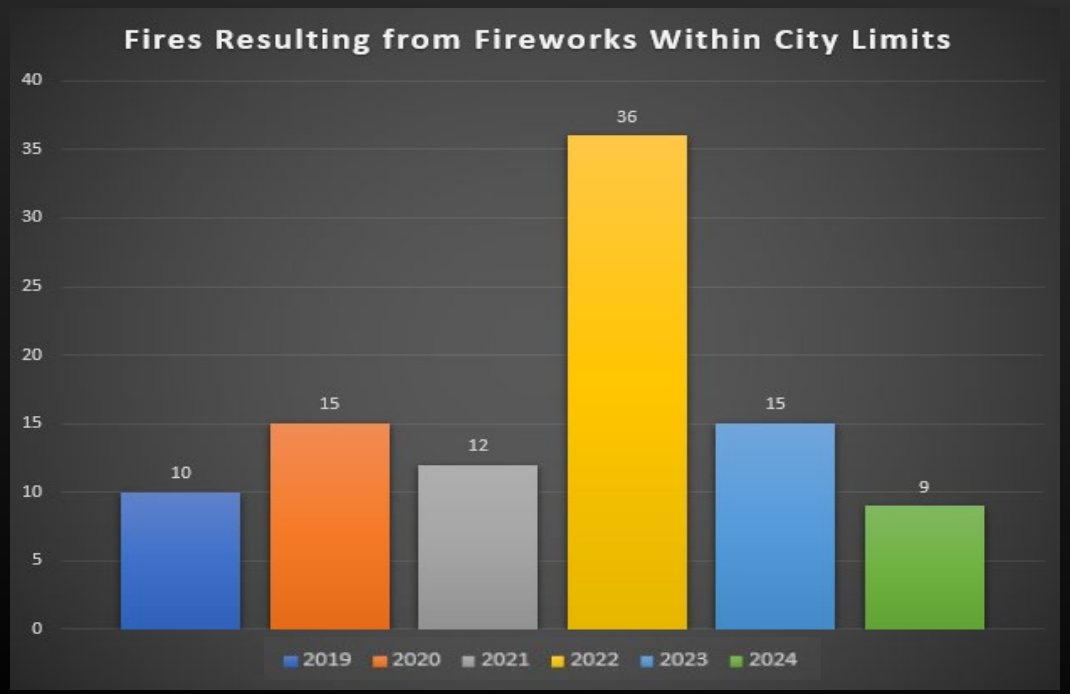
Social Media Campaign



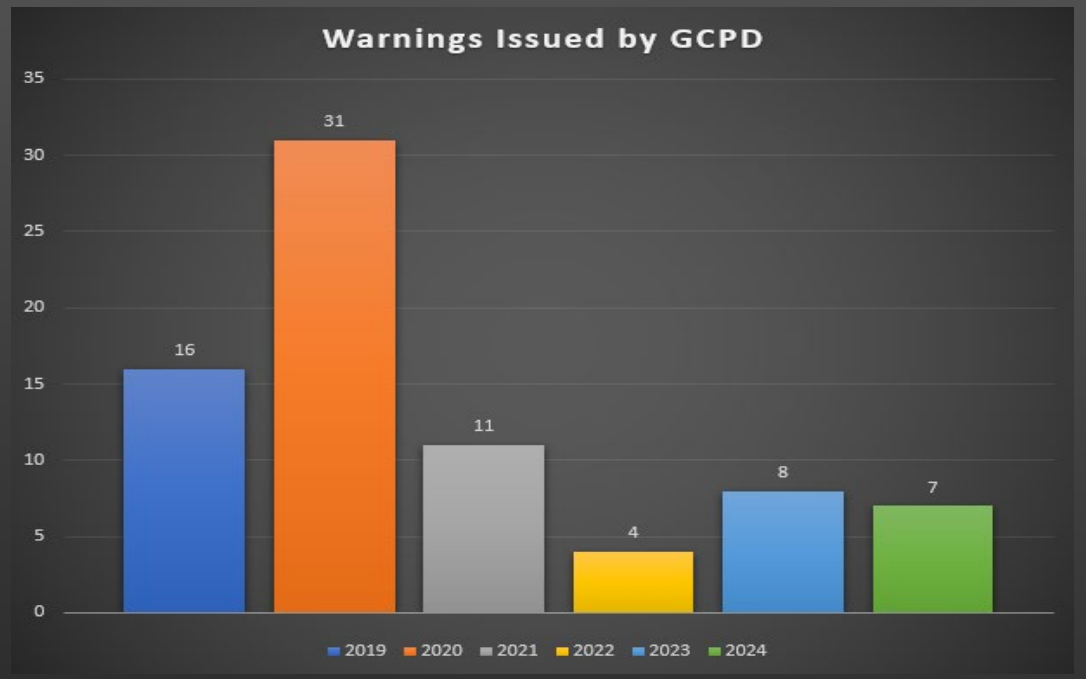


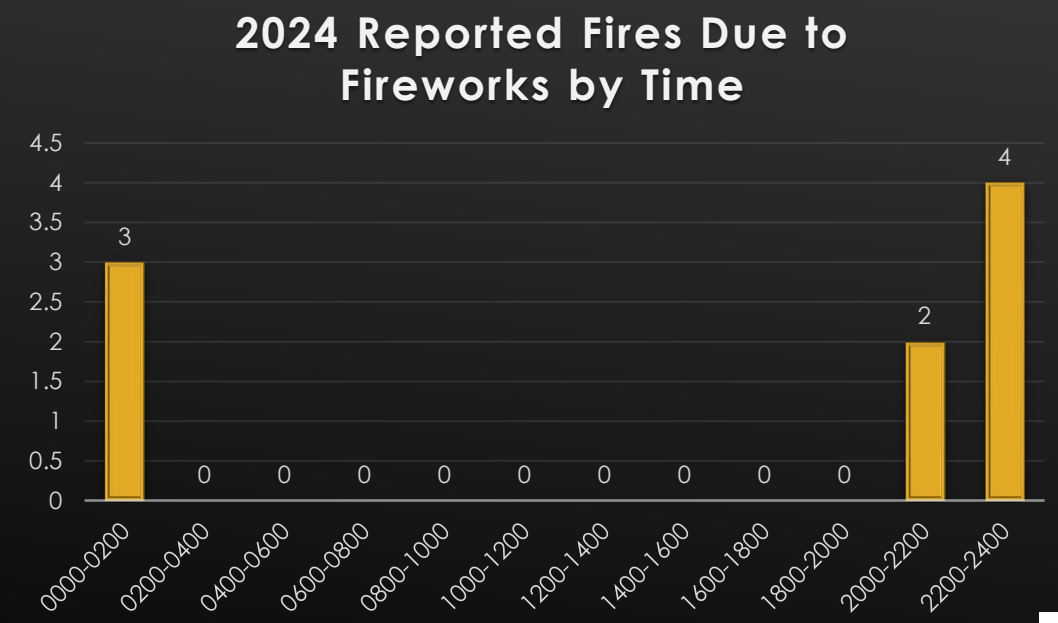
Total Engagement: 116,610





Date Range: June 27 through July 5

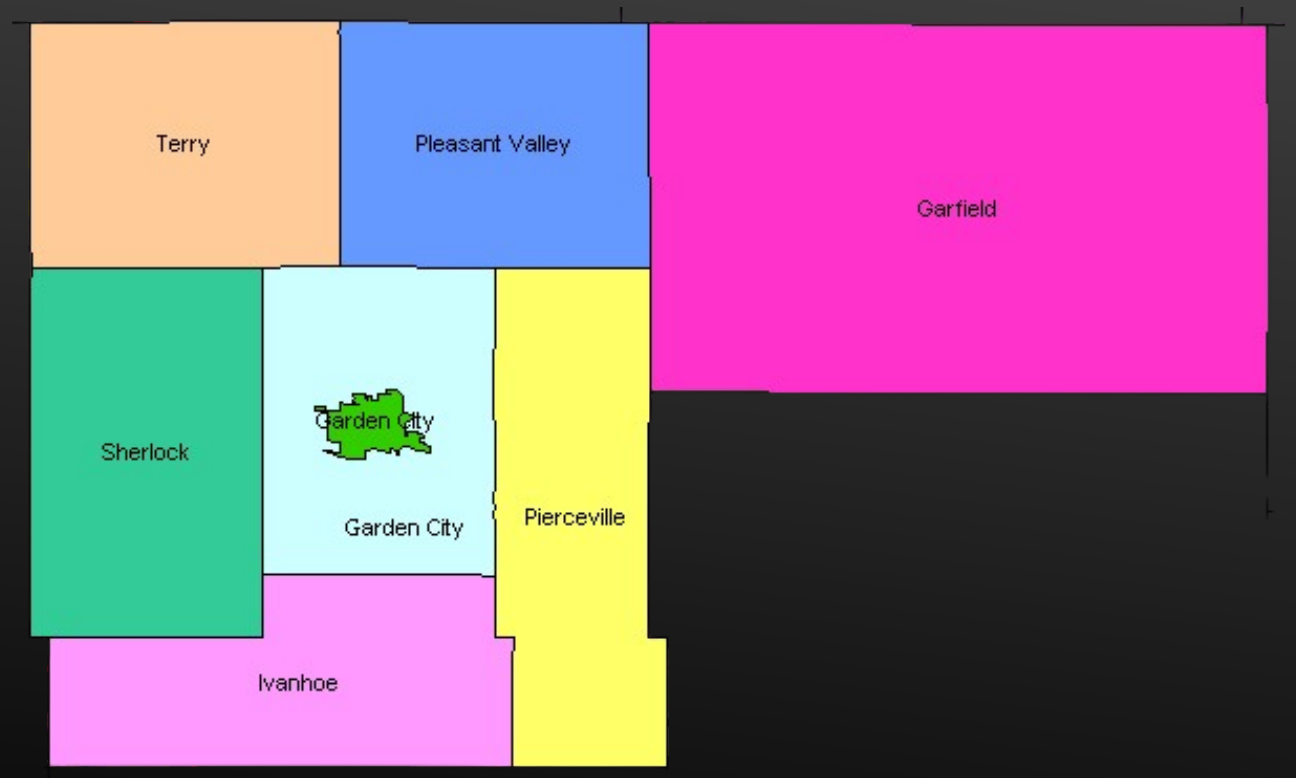




- Fires resulting from fireworks in 2024 outside the City limits: 0 calls

- Fires of undetermined causes: 0

- Injuries due to discharge of fireworks in the City limits:
  - 2024 – 0
  - 2023 – 0
  - 2022 - 1
  - 2021 – 0
  - 2020 – 6



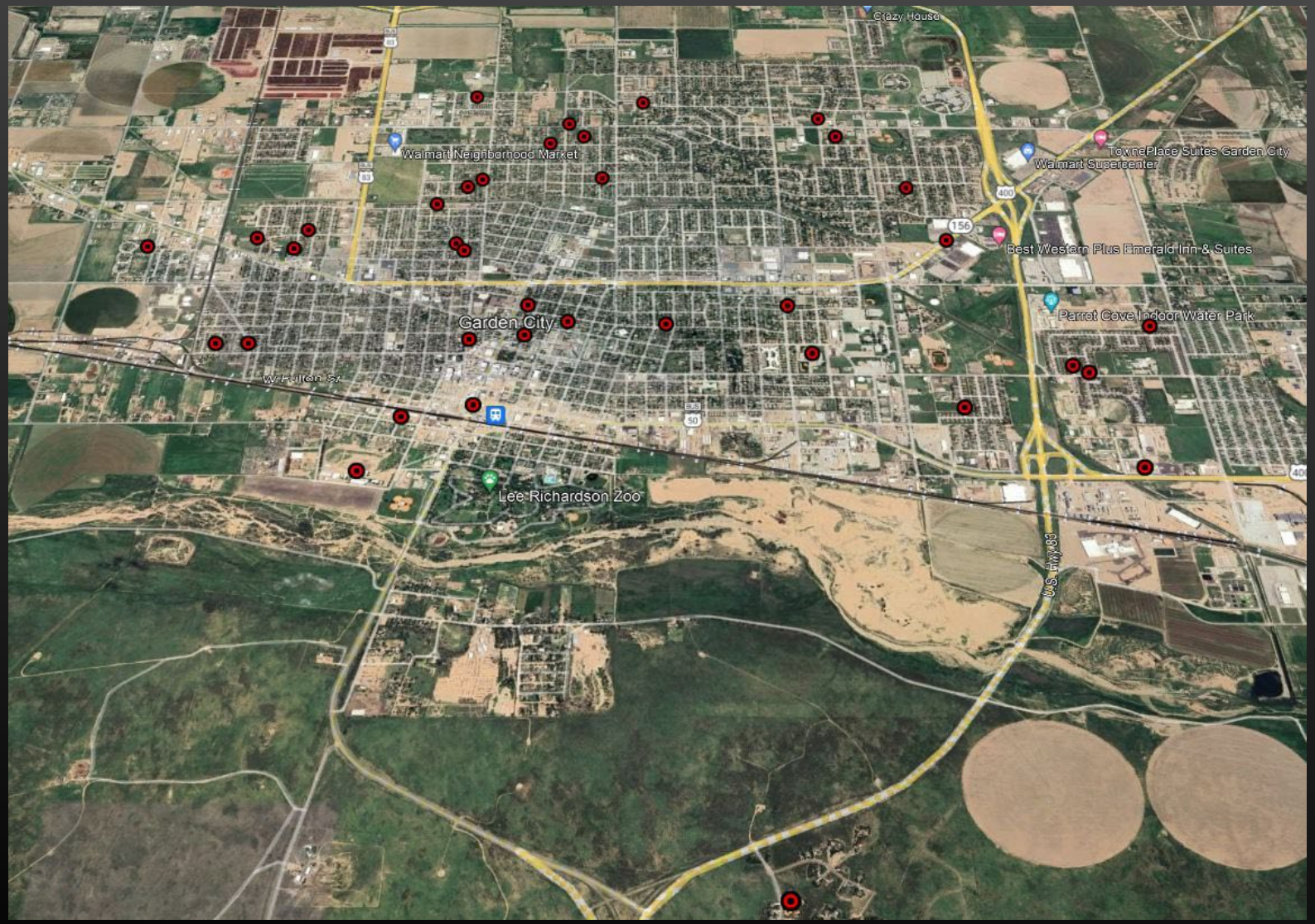
Garden City Police Department Reported Firework Violations By Day

	6/27/2024	6/28/2024	6/29/2024	6/30/24	7/1/2024	7/2/2024	7/3/2024	7/4/2024	7/5/2024
Calls	2	2	5	8	1	0	1	14	8
Running Total	2	4	9	17	18	18	19	33	41

Garden City Fire Department Reported Firework-Related Fires By Day

	6/27/2024	6/28/2024	6/29/2024	6/30/2024	7/1/2024	7/2/2024	7/3/2024	7/4/2024	7/5/2024
Calls	0	0	0	0	0	0	0	5	4
Running Total	0	0	0	0	0	0	0	5	9

2024 Firework Violations Reported by Garden City Police Department



2024 CONSIDERATIONS

- The Garden City Police Department and the Garden City Fire Department are exploring ways and resources to enhance firework education in 2025:
  - Enhanced social media education: Message relaying where changes to the fireworks show will be posted, Info about signing up for City messaging system, Maps of where discharge is prohibited/allowed, details about fireworks show (no charge)
  - Additional barricades around the Finney County Exhibition Building Parking Lot to help flow of traffic
  - Fire units continue patrolling in conjunction with police to assist with firework enforcement and education on July 4th
  - Maintain staffing levels
  - Continue promoting firework education through various social media platforms and broadcast channels
  - Continue including additional languages on firework safety flyers
  - Discharge dates/Dates of sale

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell
DATE: July 16, 2024
RE: Code Enforcement Update for 2024

ISSUE:
Neighborhood and Development Services Director Maxwell will present the Code Enforcement update for 2024.

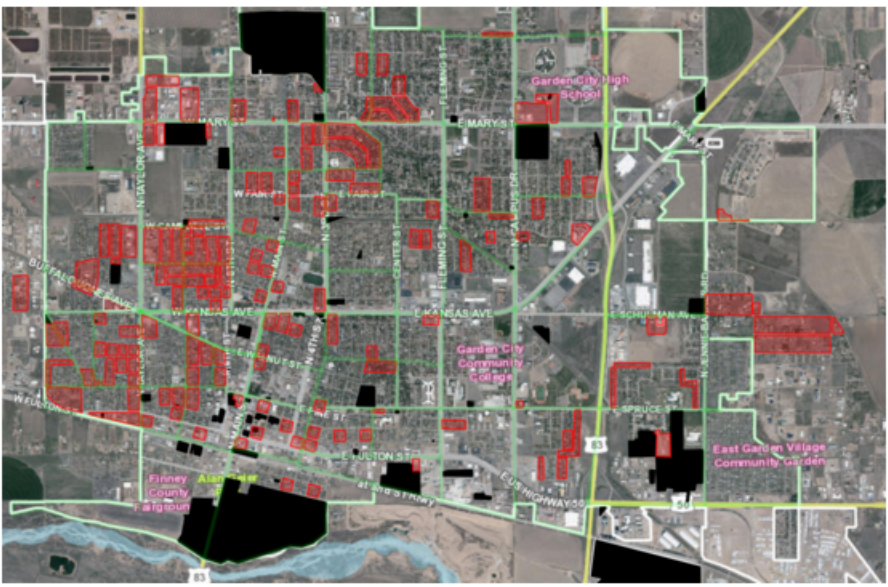
BACKGROUND:
Code enforcement totals are provided in the attached reports. Code Enforcement numbers for the City of Garden City for January 1, 2024 through July 1, 2024. During that time period, there were 1905 violations present. Of the 1905 violations, 1483 were brought into voluntary compliance. The remaining are currently going through the process.

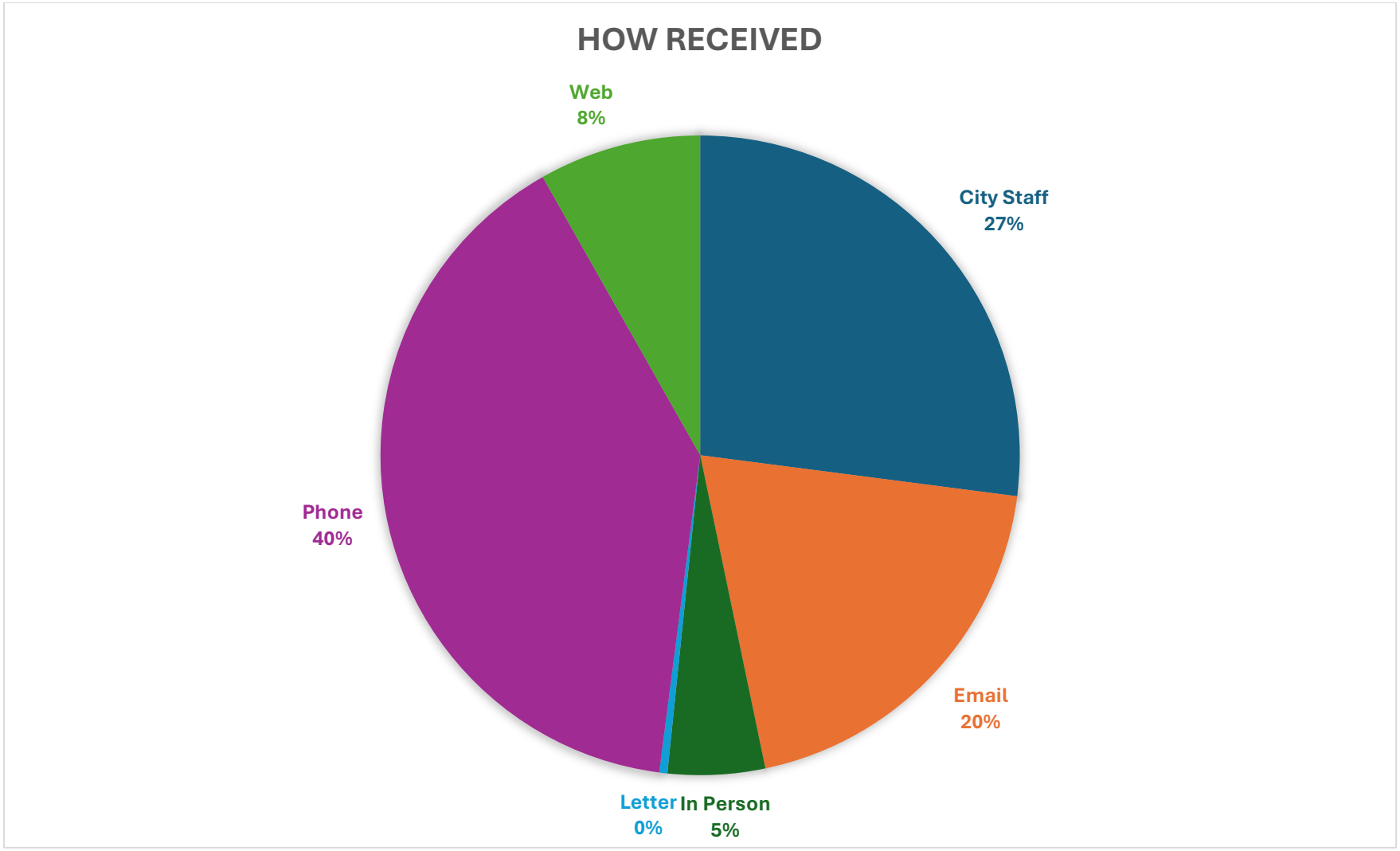
ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Map of areas inspected
How Violations were reported
Violations by Property


Garden City High School
E MARY ST
W FAIR ST
E FAIR ST
W KANSAS AVE
E KANSAS AVE
E SCHUMAN AVE
Garden City Community College
E WALNUT ST
E SPRUCE ST
E FULTON ST
W FULTON ST
HIGHWAY 50
East Garden Village Community Garden
Finney County Fairgrounds
83
50


HOW RECEIVED
Web
8%
City Staff
27%
Phone
40%
Email
20%
Letter
0%
In Person
5%

File#	Address	Violation	Open Date	Status
24-000033	801 SUSAN Street	Unlawful Deposits	01/03/2024	
24-000035	957 AMY Street	Unlawful Deposits	01/03/2024	
24-000044	921 AMY Street	Commercial Truck	01/03/2024	CLOSED
24-000080	304 North 3RD Street	Weeds	01/03/2024	
24-000082	609 East CHESTNUT Street	Environmental Yard	01/03/2024	CLOSED
24-000083	303 North 2ND Street	Weeds	01/03/2024	CLOSED
24-000092	713 COLE Circle	Commercial Truck	01/04/2024	CLOSED
24-000095	701 COLE Circle	Weeds	01/04/2024	CLOSED
24-000117	1605 North MAIN Street	Unlawful Deposits	01/04/2024	CLOSED
24-000119	1506 East FAIR Street	Unlawful Deposits	01/04/2024	CLOSED
24-000120	2007 BISON Drive	Unlawful Deposits	01/04/2024	CLOSED
24-000127	Sunset Terrace	Weeds	01/05/2024	CLOSED
24-000168	209 North 12TH Street	Work W/O Permit (Fence)	01/16/2024	CLOSED
24-000171	1205 North MAIN Street	Commercial Truck	01/16/2024	CLOSED
24-000173	1211 North MAIN Street	Weeds	01/16/2024	
24-000174	1212 A Street	ROW Obstruction	01/16/2024	CLOSED
24-000176	1208 A Street	Vehicle Nuisance	01/16/2024	CLOSED
24-000177	1202 A Street	Weeds	01/16/2024	
24-000185	2414 HENDERSON Drive	Smoke investigation	01/17/2024	
24-000193	2809 EL DORADO Place	Commercial Truck	01/17/2024	CLOSED
24-000204	2808 EL DORADO Place	Commercial Truck	01/17/2024	CLOSED
24-000220	1630 CONKLING Avenue	Environmental Yard	01/17/2024	CLOSED
24-000229	1610 CONKLING Avenue	Environmental Yard	01/17/2024	CLOSED
24-000230	1608 CONKLING Avenue	Unlawful Deposits	01/17/2024	CLOSED
24-000232	1602 CONKLING Avenue	Environmental Yard	01/17/2024	CLOSED
24-000241	1002 North TAYLOR Avenue	Weeds	01/17/2024	
24-000242	912 North TAYLOR Avenue	Environmental Yard	01/17/2024	CLOSED
24-000243	910 North TAYLOR Avenue	Environmental Yard	01/17/2024	CLOSED
24-000244	908 North TAYLOR Avenue	Weeds	01/17/2024	
24-000245	906 North TAYLOR Avenue	Vehicle Nuisance	01/17/2024	CLOSED
24-000248	917 HERALD Avenue	Vehicle Nuisance	01/17/2024	CLOSED
24-000251	905 HERALD Avenue	Environmental Yard	01/17/2024	CLOSED

24-000258	907 North 13TH Street	Vehicle Nuisance	01/17/2024	CLOSED
24-000261	901 North 13TH Street	Environmental Yard	01/17/2024	CLOSED
24-000262	411 ELM Street	Dead or Diseased Tree	01/17/2024	CLOSED
24-000278	621 North 10TH Street	Vehicle Nuisance	01/17/2024	CLOSED
24-000281	611 North 10TH Street	Environmental Yard	01/17/2024	CLOSED
24-000288	1608 CONKLING Avenue	Environmental Yard	01/18/2024	CLOSED
24-000289	611 North 10TH Street	Vehicle Nuisance	01/18/2024	CLOSED
24-000300	1537 North 12TH Street	Vehicle Nuisance	01/21/2024	CLOSED
24-000304	1527 North 12TH Street	Weeds	01/21/2024	
24-000306	1523 North 12TH Street	Weeds	01/21/2024	CLOSED
24-000308	1519 North 12TH Street	Weeds	01/21/2024	CLOSED
24-000309	1515 North 12TH Street	Weeds	01/21/2024	
24-000312	1509 North 12TH Street	Vehicle Nuisance	01/21/2024	CLOSED
24-000313	1507 North 12TH Street	Vehicle Nuisance	01/21/2024	CLOSED
24-000316	1005 West OLIVE Street	Non-Conforming Use	01/21/2024	CLOSED
24-000319	1510 North 13TH Street	Vehicle Nuisance	01/21/2024	
24-000325	1524 North 13TH Street	Weeds	01/21/2024	
24-000330	1536 North 13TH Street	Unlawful Deposits	01/21/2024	CLOSED
24-000331	1540 North 13TH Street	Environmental Yard	01/21/2024	CLOSED
24-000332	207 West OLIVE Street	Environmental Yard	01/21/2024	CLOSED
24-000346	207 West OLIVE Street	Vehicle Nuisance	01/22/2024	CLOSED
24-000359	811 East CHESTNUT Street	Environmental Yard	01/23/2024	CLOSED
24-000360	303 WASHINGTON Street	Environmental Yard	01/23/2024	CLOSED
24-000368	212 North 3RD Street	Environmental Yard	01/23/2024	CLOSED
24-000372	207 North 2ND Street	Environmental Yard	01/23/2024	CLOSED
24-000374	211 North 2ND Street	Unlawful Deposits	01/23/2024	CLOSED
24-000378	308 North 11TH Street	Environmental Yard	01/23/2024	CLOSED
24-000379	310 North 11TH Street	Work W/O Permit (Fence)	01/23/2024	CLOSED
24-000382	320 North 11TH Street	Environmental Yard	01/23/2024	CLOSED
24-000391	309 North 10TH Street	Unlawful Deposits	01/23/2024	CLOSED
24-000397	1209 West FULTON Street	Environmental Yard	01/23/2024	CLOSED
24-000398	1207 West FULTON Street	Vehicle Nuisance	01/23/2024	
24-000399	201 North TAYLOR Avenue	Weeds	01/23/2024	

24-000400	203 North TAYLOR Avenue	Weeds	01/23/2024	
24-000401	205 North TAYLOR Avenue	Weeds	01/23/2024	
24-000403	209 North TAYLOR Avenue	Weeds	01/23/2024	
24-000404	215 North TAYLOR Avenue	Environmental Yard	01/23/2024	CLOSED
24-000405	223 North TAYLOR Avenue	Vehicle Nuisance	01/23/2024	CLOSED
24-000406	1206 SAINT JOHN Street	Environmental Yard	01/23/2024	CLOSED
24-000408	1212 SAINT JOHN Street	Vehicle Nuisance	01/23/2024	CLOSED
24-000409	218 PENNSYLVANIA Avenue	Environmental Yard	01/23/2024	
24-000417	507 North TAYLOR Avenue	Environmental Yard	01/23/2024	CLOSED
24-000418	509 North TAYLOR Avenue	Environmental Yard	01/23/2024	CLOSED
24-000419	511 North TAYLOR Avenue	Environmental Yard	01/23/2024	CLOSED
24-000426	108 North 10TH Street	Vehicle Nuisance	01/23/2024	CLOSED
24-000428	104 North 10TH Street	Environmental Yard	01/23/2024	CLOSED
24-000429	102 North 10TH Street	Environmental Yard	01/23/2024	CLOSED
24-000432	111 North 13TH Street	Environmental Yard	01/23/2024	CLOSED
24-000440	1301 NEW YORK Avenue	Environmental Yard	01/24/2024	CLOSED
24-000446	615 PENNSYLVANIA Avenue	Environmental Yard	01/24/2024	CLOSED
24-000453	1305 NEW YORK Avenue	Environmental Yard	01/24/2024	CLOSED
24-000457	510 North 11TH Street	Unlawful Deposits	01/24/2024	CLOSED
24-000458	510 North 11TH Street	Environmental Yard	01/24/2024	CLOSED
24-000459	514 North 11TH Street	Weeds	01/24/2024	
24-000461	518 North 11TH Street	Unlawful Deposits	01/24/2024	CLOSED
24-000462	519 North 10TH Street	Weeds	01/24/2024	
24-000463	517 North 10TH Street	Weeds	01/24/2024	
24-000468	507 North 10TH Street	Environmental Yard	01/24/2024	CLOSED
24-000469	505 North 10TH Street	Environmental Yard	01/24/2024	
24-000471	405 SAINT JOHN Street	Graffiti	01/24/2024	CLOSED
24-000474	1305 North 8TH Street	Unlawful Deposits	01/24/2024	CLOSED
24-000481	1316 HATTIE Street	Weeds	01/24/2024	CLOSED
24-000486	1306 HATTIE Street	Environmental Yard	01/24/2024	CLOSED
24-000488	509 JENNY Avenue	Vehicle Nuisance	01/24/2024	CLOSED
24-000489	102 North 10TH Street	Vehicle Nuisance	01/24/2024	CLOSED
24-000490	212 North 3RD Street	Commercial Truck	01/24/2024	CLOSED

24-000491	211 North 3RD Street	Unlawful Deposits	01/24/2024	CLOSED
24-000498	1105 North TAYLOR Avenue	Walkthrough for possible new restaurant/sandwich shop	01/24/2024	
24-000527	1407 North 11TH Street	Weeds	01/29/2024	CLOSED
24-000529	906 West OLIVE Street	Vehicle Nuisance	01/29/2024	CLOSED
24-000532	1408 North 12TH Street	Weeds	01/29/2024	CLOSED
24-000537	905 HOWERTON Place	Vehicle Nuisance	01/29/2024	CLOSED
24-000538	903 HOWERTON Place	Environmental Yard	01/29/2024	CLOSED
24-000546	207 North 11TH Street	Weeds	01/30/2024	CLOSED
24-000551	204 North 12TH Street	Environmental Yard	01/30/2024	CLOSED
24-000553	208 North 12TH Street	Environmental Yard	01/30/2024	CLOSED
24-000554	510 West CHESTNUT Street	Dead or Diseased Tree	01/30/2024	CLOSED
24-000558	1210 North 10TH Street	Vehicle Nuisance	01/31/2024	CLOSED
24-000569	1407 North 12TH Street	Vehicle Nuisance	01/31/2024	CLOSED
24-000582	1312 North 13TH Street	Weeds	01/31/2024	CLOSED
24-000583	1314 North 13TH Street	Unlawful Deposits	01/31/2024	CLOSED
24-000589	901 HAROLD Avenue	Rental Inspection	02/02/2024	
24-000598	510 North 11TH Street	Work W/O Permit (Fence)	02/04/2024	CLOSED
24-000599	308 North 11TH Street	Work W/O Permit (Fence)	02/04/2024	CLOSED
24-000618	1103 East PINE Street	Environmental Yard	02/07/2024	CLOSED
24-000630	501 North 2ND Street	Environmental Yard	02/07/2024	CLOSED
24-000641	412 North 3RD Street	Unlawful Deposits	02/08/2024	CLOSED
24-000645	402 North 3RD Street	Vehicle Nuisance	02/08/2024	CLOSED
24-000651	407 North 2ND Street	Environmental Yard	02/08/2024	CLOSED
24-000663	3333 East MARY Street	Smoking Crab-Food Truck	02/08/2024	
24-000669	312 North 5TH Street	Unlawful Deposits	02/12/2024	CLOSED
24-000673	304 North 5TH Street	Vehicle Nuisance	02/12/2024	CLOSED
24-000677	307 North 4TH Street	Environmental Yard	02/12/2024	CLOSED
24-000678	309 North 4TH Street	Unlawful Deposits	02/12/2024	CLOSED
24-000680	406 East LAUREL Street	Environmental Yard	02/12/2024	CLOSED
24-000681	1309 North 8TH Street	Vehicle Nuisance	02/12/2024	CLOSED
24-000693	102 South 4TH Street	Work W/O Permit (Electrical Work)	02/13/2024	CLOSED
24-000698	123 ANDERSON	Vehicle Nuisance	02/14/2024	CLOSED
24-000699	1408 East FULTON Street	Non-Conforming Use	02/14/2024	CLOSED

24-000714	306 North 12TH Street	Environmental Yard	02/16/2024	CLOSED
24-000715	318 North 12TH Street	Vehicle Nuisance	02/16/2024	CLOSED
24-000716	604 SAINT JOHN Street	Vehicle Nuisance	02/16/2024	CLOSED
24-000735	315 North 12TH Street	Weeds	02/16/2024	CLOSED
24-000738	309 North 12TH Street	Weeds	02/16/2024	CLOSED
24-000739	307 North 12TH Street	Weeds	02/16/2024	CLOSED
24-000743	302 North 13TH Street	Weeds	02/16/2024	CLOSED
24-000744	304 North 13TH Street	Weeds	02/16/2024	CLOSED
24-000762	1203 North 3RD Street	Dead or Diseased Tree	02/20/2024	CLOSED
24-000782	710 SUMMIT Street	Work W/O Permit	02/20/2024	CLOSED
24-000786	1407 WALKER Street	Vehicle Nuisance	02/20/2024	CLOSED
24-000788	703 CONKLING Avenue	Vehicle Nuisance	02/20/2024	CLOSED
24-000832	2401 East KANSAS Avenue	Building Code Violation	02/23/2024	
24-000837	501 North 2ND Street	Unlawful Deposits	02/26/2024	
24-000844	812 East PRICE Street	Vehicle Nuisance	02/26/2024	CLOSED
24-000852	807 East FAIR Street	Vehicle Nuisance	02/26/2024	CLOSED
24-000892	1203 LABRADOR Boulevard	Unlawful Deposits	02/29/2024	CLOSED
24-000893	1203 LABRADOR Boulevard	Environmental Yard	02/29/2024	CLOSED
24-000936	2502 East US HIGHWAY 50	Stop work order- Installing underground fire leg	03/06/2024	CLOSED
24-000947	2002 SIOUX Drive	Vehicle Nuisance	03/07/2024	CLOSED
24-000949	2006 SIOUX Drive	Unlawful Deposits	03/07/2024	CLOSED
24-000959	1507 WALKER Street	Environmental Yard	03/07/2024	CLOSED
24-000978	903 PEARL Street	Dilapidated Structure (Shed)	03/07/2024	
24-000982	907 INGE Avenue	Vehicle Nuisance	03/07/2024	CLOSED
24-000983	907 INGE Avenue	Environmental Yard	03/07/2024	CLOSED
24-000984	903 INGE Avenue	Vehicle Nuisance	03/07/2024	CLOSED
24-000985	903 INGE Avenue	Unlawful Deposits	03/07/2024	
24-000987	810 ALFALFA Avenue	Unlawful Deposits	03/07/2024	
24-000989	808 ALFALFA Avenue	Vehicle Nuisance	03/07/2024	CLOSED
24-000990	806 ALFALFA Street	Environmental Yard	03/07/2024	CLOSED
24-000991	1907 VINZANT Street	Unlawful Deposits	03/07/2024	
24-000993	803 IDA Street	Unlawful Deposits	03/07/2024	
24-001039	304 North 5TH Street	Commercial Truck	03/13/2024	CLOSED

24-001040	1305 North 8TH Street	Environmental Yard	03/13/2024	CLOSED
24-001045	2012 North 3RD Street	Vehicle Nuisance	03/13/2024	CLOSED
24-001055	2015 North 3RD Street	Unlawful Deposits	03/13/2024	
24-001058	2007 North 3RD Street	Vehicle Nuisance	03/13/2024	CLOSED
24-001063	2008 North 6TH Street	Unlawful Deposits	03/13/2024	CLOSED
24-001066	2016 North 6TH Street	Environmental Yard	03/13/2024	CLOSED
24-001069	2522 North TAYLOR Avenue	Graffiti	03/13/2024	CLOSED
24-001079	1612 BUFFALO JONES Avenue	Graffiti	03/14/2024	CLOSED
24-001081	311 West FAIR Street	Unlawful Deposits	03/14/2024	CLOSED
24-001084	2108 C Street	Unlawful Deposits	03/14/2024	CLOSED
24-001095	2115 B Street	Vehicle Nuisance	03/14/2024	CLOSED
24-001102	301 West FAIR Street	Environmental Yard	03/14/2024	CLOSED
24-001103	301 West FAIR Street	Vehicle Nuisance	03/14/2024	CLOSED
24-001108	1101 East MARY Street	Commercial Truck	03/14/2024	CLOSED
24-001112	1022 LAMPLIGHTER Lane	Use Violation	03/14/2024	CLOSED
24-001147	1601 JENNY Avenue	Environmental Yard	03/19/2024	CLOSED
24-001150	1315 BANCROFT Street	Environmental Yard	03/19/2024	CLOSED
24-001161	1212 CONARD Avenue	Environmental Yard	03/19/2024	CLOSED
24-001168	2519 North 6TH Street	Dilapidated Fence	03/19/2024	
24-001231	526 SUMMIT Street	Unlawful Deposits	03/27/2024	CLOSED
24-001234	518 SUMMIT Street	Environmental Yard	03/27/2024	CLOSED
24-001239	1411 SAINT JOHN Street	Environmental Yard	03/27/2024	CLOSED
24-001249	607 CONKLING Avenue	Environmental Yard	03/27/2024	CLOSED
24-001257	1109 HATTIE Street	Unlawful Deposits	03/27/2024	CLOSED
24-001261	609 JENNY Avenue	Work W/O Permit (Fence)	03/27/2024	CLOSED
24-001265	602 HOWERTON Place	Unlawful Deposits	03/27/2024	CLOSED
24-001274	304 North 5TH Street	Work W/O Permit	03/28/2024	
24-001291	1203 LABRADOR Boulevard	Environmental Yard	04/01/2024	CLOSED
24-001296	911 JENNY Avenue	Vehicle Nuisance	04/02/2024	CLOSED
24-001297	1303 HATTIE Street	Environmental Yard	04/02/2024	CLOSED
24-001298	2316 North 7TH Street	Environmental Yard	04/02/2024	
24-001299	2407 North MAIN Street	Vehicle Nuisance	04/02/2024	
24-001300	3735 East SCHULMAN Avenue	Environmental Yard	04/02/2024	

24-001302	CHURCHILL DOWNS RD	Weeds	04/02/2024	CLOSED
24-001316	911 JENNY Avenue	Environmental Yard	04/03/2024	CLOSED
24-001320	901 JENNY Avenue	Unlawful Deposits	04/03/2024	
24-001321	904 HOWERTON Place	Weeds	04/03/2024	
24-001329	1012 North MAIN Street	Unlawful Deposits	04/03/2024	
24-001330	1010 North MAIN Street	Vehicle Nuisance	04/03/2024	
24-001339	1009 North 7TH Street	Vehicle Nuisance	04/03/2024	CLOSED
24-001348	109 MENDENHALL Street	Vehicle Nuisance	04/03/2024	CLOSED
24-001362	2306 North 7TH Street	Environmental Yard	04/04/2024	CLOSED
24-001363	2306 North 7TH Street	Vehicle Nuisance	04/04/2024	CLOSED
24-001373	2321 North 6TH Street	Vehicle Nuisance	04/04/2024	CLOSED
24-001472	2001 East SPRUCE Street	ROW Obstruction	04/11/2024	CLOSED
24-001473	2412 OAKLEY Avenue	Dead or Diseased Tree	04/11/2024	CLOSED
24-001474	327 COLONY Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001475	323 COLONY Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001477	313 COLONY Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001478	309 COLONY Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001480	2411 HERITAGE Avenue	Dead or Diseased Tree	04/11/2024	CLOSED
24-001482	2411 HERITAGE Avenue	ROW Obstruction	04/11/2024	CLOSED
24-001483	2401 HERITAGE Avenue	Dead or Diseased Tree	04/11/2024	CLOSED
24-001484	308 GARDEN Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001485	314 GARDEN Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001486	314 GARDEN Street	Unlawful Deposits	04/11/2024	CLOSED
24-001487	320 GARDEN Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001488	324 GARDEN Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001489	328 GARDEN Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001490	332 GARDEN Street	Dead or Diseased Tree	04/11/2024	CLOSED
24-001494	505 North INDUSTRIAL Drive	Environmental Yard	04/12/2024	CLOSED
24-001522	607 CONKLING Avenue	Weeds	04/15/2024	CLOSED
24-001523	518 SUMMIT Street	Work W/O Permit (Fence)	04/15/2024	CLOSED
24-001524	204 South 4TH Street	Dead or Diseased Tree	04/15/2024	CLOSED
24-001525	210 South 4TH Street	Dead or Diseased Tree	04/15/2024	CLOSED
24-001526	212 South 4TH Street	Dead or Diseased Tree	04/15/2024	

24-001528	209 South 3RD Street	Dead or Diseased Tree	04/15/2024	CLOSED
24-001529	205 South 3RD Street	Dead or Diseased Tree	04/15/2024	
24-001530	510 East SANTA FE Street	Dead or Diseased Tree	04/15/2024	CLOSED
24-001534	1412 A Street	Dead or Diseased Tree	04/15/2024	CLOSED
24-001548	1406 A Street	Weeds	04/16/2024	CLOSED
24-001550	111 West OLIVE Street	Unlawful Deposits	04/16/2024	CLOSED
24-001558	1303 HATTIE Street	Weeds	04/16/2024	CLOSED
24-001578	1201 North 10TH Street	Building Code Violation (Living in Detached Garage)	04/17/2024	
24-001595	419 North MAIN Street	Graffiti	04/18/2024	CLOSED
24-001609	2009 North MAIN Street	Work W/O Permit	04/19/2024	
24-001623	719 HOWERTON Place	Weeds	04/22/2024	CLOSED
24-001624	715 HOWERTON Place	Weeds	04/22/2024	CLOSED
24-001625	713 HOWERTON Place	Unlawful Deposits	04/22/2024	CLOSED
24-001626	709 HOWERTON Place	Weeds	04/22/2024	CLOSED
24-001627	707 HOWERTON Place	Weeds	04/22/2024	CLOSED
24-001629	703 HOWERTON Place	Weeds	04/22/2024	CLOSED
24-001634	601 HOWERTON Place	Weeds	04/22/2024	CLOSED
24-001636	608 West OLIVE Street	Weeds	04/22/2024	CLOSED
24-001641	620 West OLIVE Street	Weeds	04/22/2024	CLOSED
24-001644	626 West OLIVE Street	Weeds	04/22/2024	CLOSED
24-001646	630 West OLIVE Street	Unlawful Deposits	04/22/2024	CLOSED
24-001652	1510 B Street	Unlawful Deposits	04/22/2024	CLOSED
24-001653	1512 B Street	Weeds	04/22/2024	CLOSED
24-001656	1505 A Street	Vehicle Nuisance	04/22/2024	
24-001657	1505 A Street	Weeds	04/22/2024	CLOSED
24-001659	1501 A Street	Weeds	04/22/2024	CLOSED
24-001660	1602 CONKLING Avenue	Environmental Yard	04/22/2024	
24-001661	4235 East NANCY Avenue	Commercial Truck	04/22/2024	
24-001671	1407 East JOHNSON Street	ROW Obstruction	04/23/2024	CLOSED
24-001679	1401 MELANIE Lane	Commercial Truck	04/23/2024	CLOSED
24-001691	611 TEITELBAUM Avenue	Vehicle Nuisance	04/23/2024	
24-001692	611 TEITELBAUM Avenue	Unlawful Deposits	04/23/2024	CLOSED
24-001693	611 TEITELBAUM Avenue	Environmental Yard	04/23/2024	CLOSED

24-001694	605 TEITELBAUM Avenue	Weeds	04/23/2024	CLOSED
24-001697	1209 HATTIE Street	Environmental Yard	04/23/2024	CLOSED
24-001718	1302 North MAIN Street	Weeds	04/24/2024	CLOSED
24-001720	1308 North MAIN Street	ROW Obstruction	04/24/2024	
24-001721	1310 North MAIN Street	Dead or Diseased Tree	04/24/2024	
24-001722	1310 North MAIN Street	Vehicle Nuisance	04/24/2024	CLOSED
24-001723	1310 North MAIN Street	Weeds	04/24/2024	CLOSED
24-001724	1310 North MAIN Street	Unlawful Deposits	04/24/2024	CLOSED
24-001728	2009 North MAIN Street	Unlawful Deposits	04/24/2024	CLOSED
24-001729	2005 North MAIN Street	Weeds	04/24/2024	CLOSED
24-001730	2005 North MAIN Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001731	2003 North MAIN Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001732	2001 North MAIN Street	Dead or Diseased Tree	04/24/2024	
24-001733	2001 North MAIN Street	Environmental Yard	04/24/2024	CLOSED
24-001734	2001 North MAIN Street	Weeds	04/24/2024	CLOSED
24-001739	113 West MARY Street	Environmental Yard	04/24/2024	CLOSED
24-001740	1112 North 5TH Street	Vehicle Nuisance	04/24/2024	
24-001743	2607 C Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001745	2607 C Street	Unlawful Deposits	04/24/2024	CLOSED
24-001751	412 West PROSPECT Avenue	Weeds	04/24/2024	CLOSED
24-001752	412 West PROSPECT Avenue	Dead or Diseased Tree	04/24/2024	
24-001754	2620 North 8TH Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001756	2614 North 8TH Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001758	2604 North 8TH Street	Weeds	04/24/2024	CLOSED
24-001760	411 West MARY Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001761	407 West MARY Street	Weeds	04/24/2024	CLOSED
24-001762	407 West MARY Street	Vehicle Nuisance	04/24/2024	CLOSED
24-001763	407 West MARY Street	Unlawful Deposits	04/24/2024	CLOSED
24-001764	407 West MARY Street	Environmental Yard	04/24/2024	CLOSED
24-001765	405 West MARY Street	Weeds	04/24/2024	CLOSED
24-001769	1706 North CAMPUS Drive	Unlawful Deposits	04/24/2024	CLOSED
24-001775	601 North 9TH Street	Weeds	04/24/2024	CLOSED
24-001778	609 North 9TH Street	Dead or Diseased Tree	04/24/2024	CLOSED

24-001791	608 North 10TH Street	Dead or Diseased Tree	04/24/2024	
24-001793	604 North 10TH Street	Dead or Diseased Tree	04/24/2024	
24-001795	101 North TAYLOR Avenue	Weeds	04/24/2024	CLOSED
24-001796	101 North TAYLOR Avenue	Dead or Diseased Tree	04/24/2024	
24-001798	113 North TAYLOR Avenue	Unlawful Deposits	04/24/2024	CLOSED
24-001799	113 North TAYLOR Avenue	Weeds	04/24/2024	CLOSED
24-001800	1208 West FULTON Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001810	505 North 8TH Street	Unlawful Deposits	04/24/2024	CLOSED
24-001811	507 North 8TH Street	Unlawful Deposits	04/24/2024	CLOSED
24-001812	511 North 8TH Street	Environmental Yard	04/24/2024	CLOSED
24-001813	511 North 8TH Street	Work W/O Permit	04/24/2024	
24-001814	511 North 8TH Street	Dead or Diseased Tree	04/24/2024	
24-001816	515 North 8TH Street	Weeds	04/24/2024	CLOSED
24-001817	521 North 8TH Street	Weeds	04/24/2024	
24-001818	521 North 8TH Street	Dead or Diseased Tree	04/24/2024	
24-001821	516 North 9TH Street	Unlawful Deposits	04/24/2024	CLOSED
24-001822	514 North 9TH Street	Dead or Diseased Tree	04/24/2024	
24-001823	512 North 9TH Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001824	510 North 9TH Street	Dead or Diseased Tree	04/24/2024	
24-001826	506 North 9TH Street	Dead or Diseased Tree	04/24/2024	
24-001827	209 SAINT JOHN Street	Dead or Diseased Tree	04/24/2024	
24-001832	212 BUFFALO JONES Avenue	Unlawful Deposits	04/24/2024	CLOSED
24-001835	612 North 9TH Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001838	606 North 9TH Street	Weeds	04/24/2024	CLOSED
24-001839	604 North 9TH Street	Dead or Diseased Tree	04/24/2024	CLOSED
24-001840	209 ELM Street	Weeds	04/24/2024	CLOSED
24-001841	209 ELM Street	Environmental Yard	04/24/2024	CLOSED
24-001878	601 CENTER Street	Weeds	04/29/2024	CLOSED
24-001881	406 North 7TH Street	Unlawful Deposits	04/29/2024	CLOSED
24-001887	403 North 6TH Street	Weeds	04/29/2024	CLOSED
24-001889	401 North 6TH Street	Dead or Diseased Tree	04/29/2024	
24-001890	401 North 6TH Street	Unlawful Deposits	04/29/2024	CLOSED
24-001897	1117 GILLESPIE Place	Weeds	04/29/2024	CLOSED

24-001909	603 East PRICE Street	Weeds	04/29/2024	CLOSED
24-001937	1408 North 12TH Street	Vehicle Nuisance	04/30/2024	CLOSED
24-001938	2101 North 7TH Street	Weeds	05/01/2024	
24-001939	2101 North 7TH Street	Dead or Diseased Tree	05/01/2024	
24-001941	2107 North 7TH Street	Weeds	05/01/2024	CLOSED
24-001942	2109 North 7TH Street	Weeds	05/01/2024	CLOSED
24-001945	2112 North MAIN Street	Unlawful Deposits	05/01/2024	CLOSED
24-001952	905 HOWERTON Place	Environmental Yard	05/01/2024	CLOSED
24-001953	1614 North TAYLOR	Environmental Yard	05/01/2024	
24-001954	1622 CENTER Street	Parking Non-Improved Surfaces	05/01/2024	CLOSED
24-001955	1303 East JOHNSON Street	Parking Non-Improved Surfaces	05/01/2024	CLOSED
24-001956	2601 BELMONT Place	Parking Non-Improved Surfaces	05/01/2024	CLOSED
24-001957	1006 LONG Boulevard	Parking Non-Improved Surfaces	05/01/2024	CLOSED
24-001958	905 North 6TH Street	Parking Non-Improved Surfaces	05/01/2024	CLOSED
24-001967	2101 DENNISON Street	Vehicle Nuisance	05/02/2024	
24-002011	1803 West CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002013	1805 West CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002014	1807 West CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002017	1809 West CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002018	1901 West CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002024	1911 West CHESTERFIELD Drive	Unlawful Deposits	05/06/2024	CLOSED
24-002025	519 North CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002028	513 North CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002031	507 North CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002033	503 North CHESTERFIELD Drive	Weeds	05/06/2024	CLOSED
24-002036	1105 North 11TH Street	Weeds	05/06/2024	CLOSED
24-002038	1109 North 11TH Street	Weeds	05/06/2024	CLOSED
24-002043	1119 North 11TH Street	Weeds	05/06/2024	CLOSED
24-002046	1204 North 12TH Street	Weeds	05/06/2024	CLOSED
24-002049	1118 North 12TH Street	Weeds	05/06/2024	CLOSED
24-002057	507 West KANSAS Avenue	Dead or Diseased Tree	05/06/2024	
24-002060	1006 LONG Boulevard	Environmental Yard	05/06/2024	CLOSED
24-002062	2823 LORAINE Place	Weeds	05/06/2024	CLOSED

24-002064	2815 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002065	2809 LORAINE Place	Weeds	05/06/2024	
24-002067	2807 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002068	2801 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002071	2812 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002072	2814 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002073	2820 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002074	2822 LORAINE Place	Weeds	05/06/2024	CLOSED
24-002095	606 WHEATRIDGE Road	ROW Obstruction	05/08/2024	
24-002100	624 WHEATRIDGE Road	Weeds	05/08/2024	CLOSED
24-002100	624 WHEATRIDGE Road	Weeds	05/08/2024	CLOSED
24-002104	636 WHEATRIDGE Road	Weeds	05/08/2024	CLOSED
24-002105	640 WHEATRIDGE Road	Weeds	05/08/2024	CLOSED
24-002108	654 WHEATRIDGE Road	Weeds	05/08/2024	CLOSED
24-002112	633 BRIAR HILL Drive	Weeds	05/08/2024	CLOSED
24-002113	631 BRIAR HILL Drive	Weeds	05/08/2024	CLOSED
24-002114	629 BRIAR HILL Drive	Weeds	05/08/2024	CLOSED
24-002120	605 BRIAR HILL Drive	Weeds	05/08/2024	CLOSED
24-002124	2301 LABRADOR Boulevard	Weeds	05/08/2024	CLOSED
24-002125	2652 CHEROKEE Road	Weeds	05/08/2024	CLOSED
24-002137	1715 PIONEER Road	Roof- Working without permit	05/09/2024	CLOSED
24-002141	209 South 1ST Street	Vehicle Nuisance	05/09/2024	
24-002142	209 South 1ST Street	Weeds	05/09/2024	CLOSED
24-002143	207 South 1ST Street	Weeds	05/09/2024	CLOSED
24-002147	202 South 2ND Street	Environmental Yard	05/09/2024	
24-002148	206 South 2ND Street	Vehicle Nuisance	05/09/2024	CLOSED
24-002152	701 East MAPLE Street	Weeds	05/09/2024	CLOSED
24-002153	312 EVANS Street	Weeds	05/09/2024	CLOSED
24-002167	163 CLOVERLEAF Road	Weeds	05/09/2024	CLOSED
24-002168	161 CLOVERLEAF Road	Weeds	05/09/2024	CLOSED
24-002170	157 CLOVERLEAF Road	Weeds	05/09/2024	CLOSED
24-002176	145 CLOVERLEAF Road	Unlawful Deposits	05/09/2024	
24-002180	215 INGE Avenue	Weeds	05/09/2024	CLOSED

24-002183	1708 SAINT JOHN Street	Vehicle Nuisance	05/09/2024	
24-002184	1712 SAINT JOHN Street	Weeds	05/09/2024	CLOSED
24-002187	1810 SAINT JOHN Street	Weeds	05/09/2024	CLOSED
24-002189	1904 SAINT JOHN Street	Weeds	05/09/2024	CLOSED
24-002190	1904 SAINT JOHN Street	Vehicle Nuisance	05/09/2024	CLOSED
24-002193	1910 SAINT JOHN Street	Weeds	05/09/2024	CLOSED
24-002195	1801 West FULTON Street	Weeds	05/09/2024	CLOSED
24-002199	709 MOORES Avenue	Unlawful Deposits	05/09/2024	CLOSED
24-002200	709 MOORES Avenue	Vehicle Nuisance	05/09/2024	CLOSED
24-002204	1705 North 9TH Street	Weeds	05/09/2024	CLOSED
24-002275	2811 ELDORADO PL	RENTAL INSPECTION	05/16/2024	CLOSED
24-002313	3150 East SCHULMAN Avenue	Parking Non-Improved Surfaces	05/20/2024	CLOSED
24-002325	1211 8TH Street	Environmental Yard	05/21/2024	CLOSED
24-002326	1211 8TH Street	Weeds	05/21/2024	CLOSED
24-002327	1211 8TH Street	Vehicle Nuisance	05/21/2024	CLOSED
24-002343	1212 HATTIE Street	Weeds	05/21/2024	CLOSED
24-002345	607 OLIVE Street	Weeds	05/21/2024	CLOSED
24-002348	1505 HATTIE Street	Environmental Yard	05/21/2024	CLOSED
24-002349	1505 HATTIE Street	Weeds	05/21/2024	CLOSED
24-002350	1507 HATTIE Street	Weeds	05/21/2024	CLOSED
24-002352	1511 HATTIE Street	Weeds	05/21/2024	CLOSED
24-002360	1611 HATTIE Street	Weeds	05/21/2024	CLOSED
24-002361	1612 9TH Street	Weeds	05/21/2024	CLOSED
24-002363	1610 9TH Street	Weeds	05/21/2024	CLOSED
24-002372	1508 9TH Street	Weeds	05/21/2024	CLOSED
24-002374	1302 8TH Street	Weeds	05/21/2024	CLOSED
24-002377	626 OLIVE Street	Environmental Yard	05/21/2024	CLOSED
24-002381	1532 12TH Street	Weeds	05/21/2024	CLOSED
24-002388	1516 North 12TH Street	Weeds	05/21/2024	CLOSED
24-002390	1512 North 12TH Street	Weeds	05/21/2024	CLOSED
24-002392	1508 North 12TH Street	Weeds	05/21/2024	CLOSED
24-002397	1505 North 11TH Street	Weeds	05/21/2024	CLOSED
24-002400	1601 North 11TH Street	Weeds	05/21/2024	CLOSED

24-002401	1605 North 11TH Street	Weeds	05/21/2024	CLOSED
24-002404	1611 North 11TH Street	Weeds	05/21/2024	CLOSED
24-002407	1617 North 11TH Street	Weeds	05/21/2024	CLOSED
24-002409	1703 North 11TH Street	Weeds	05/21/2024	CLOSED
24-002412	1008 North 11TH Street	Weeds	05/21/2024	CLOSED
24-002415	102 North MAIN Street	Dead or Diseased Tree	05/21/2024	CLOSED
24-002420	107 North 7TH Street	Dead or Diseased Tree	05/21/2024	CLOSED
24-002421	201 East FULTON Street	Weeds	05/21/2024	CLOSED
24-002422	201 East FULTON Street	Vehicle Nuisance	05/21/2024	CLOSED
24-002423	201 East FULTON Street	Environmental Yard	05/21/2024	CLOSED
24-002427	211 North 6TH Street	Weeds	05/21/2024	CLOSED
24-002431	510 East BURNSIDE Drive	Environmental Yard	05/21/2024	
24-002433	105 East PRICE Street	Unlawful Deposits	05/21/2024	CLOSED
24-002440	1107 West OLIVE Street	Weeds	05/22/2024	CLOSED
24-002441	1101 West OLIVE Street	Weeds	05/22/2024	CLOSED
24-002450	1524 North TAYLOR	Weeds	05/22/2024	
24-002453	1407 North 12TH Street	Weeds	05/22/2024	CLOSED
24-002455	1540 North 13TH Street	Weeds	05/22/2024	CLOSED
24-002456	1536 North 13TH Street	Weeds	05/22/2024	CLOSED
24-002457	1510 North 13TH Street	Weeds	05/22/2024	CLOSED
24-002458	1509 North 12TH Street	Weeds	05/22/2024	CLOSED
24-002459	635 West OLIVE Street	Weeds	05/22/2024	CLOSED
24-002460	806 MEADOWVIEW Drive	Weeds	05/22/2024	CLOSED
24-002463	804 MEADOWVIEW Drive	Weeds	05/22/2024	CLOSED
24-002465	631 West OLIVE Street	Weeds	05/22/2024	CLOSED
24-002466	629 West OLIVE Street	Weeds	05/22/2024	CLOSED
24-002467	617 West OLIVE Street	Weeds	05/22/2024	CLOSED
24-002468	617 West OLIVE Street	Vehicle Nuisance	05/22/2024	CLOSED
24-002469	1511 North 9TH Street	Weeds	05/22/2024	CLOSED
24-002470	1604 North 10TH Street	Weeds	05/22/2024	CLOSED
24-002471	1603 North 10TH Street	Weeds	05/22/2024	CLOSED
24-002472	1610 North 11TH Street	Weeds	05/22/2024	CLOSED
24-002474	1607 North 10TH Street	Weeds	05/22/2024	CLOSED

24-002475	1705 North 10TH Street	Weeds	05/22/2024	CLOSED
24-002482	307 12TH Street	Vehicle Nuisance	05/23/2024	CLOSED
24-002483	510 CHESTNUT Street	Weeds	05/23/2024	CLOSED
24-002507	215 INGE Avenue	Vehicle Nuisance	05/29/2024	CLOSED
24-002508	1203 LABRADOR Boulevard	Weeds	05/29/2024	CLOSED
24-002514	2614 North TAYLOR Avenue	Weeds	05/30/2024	CLOSED
24-002515	1101 MARY Street	Weeds	05/30/2024	CLOSED
24-002518	2808 TAYLOR	Weeds	05/30/2024	CLOSED
24-002521	1408 BUFFALO JONES Avenue	Weeds	05/30/2024	CLOSED
24-002522	1018 7TH Street	Weeds	05/30/2024	CLOSED
24-002523	1018 7TH Street	Environmental Yard	05/30/2024	CLOSED
24-002525	1018 7TH Street	Vehicle Nuisance	05/30/2024	CLOSED
24-002526	1018 7TH Street	Dead or Diseased Tree	05/30/2024	CLOSED
24-002528	1017 6TH Street	Weeds	05/30/2024	CLOSED
24-002531	1017 6TH Street	Environmental Yard	05/30/2024	CLOSED
24-002533	1015 6TH Street	Weeds	05/30/2024	CLOSED
24-002534	1016 7TH Street	Weeds	05/30/2024	CLOSED
24-002535	1010 7TH Street	Vehicle Nuisance	05/30/2024	CLOSED
24-002536	209 HAZEL Street	Weeds	05/30/2024	CLOSED
24-002537	1002 7TH Street	Weeds	05/30/2024	CLOSED
24-002538	1005 6TH Street	Dead or Diseased Tree	05/30/2024	
24-002540	1007 6TH Street	Dead or Diseased Tree	05/30/2024	
24-002541	1006 7TH Street	Dead or Diseased Tree	05/30/2024	
24-002542	507 8TH Street	Environmental Yard	05/30/2024	CLOSED
24-002544	304 5TH Street	Dead or Diseased Tree	05/30/2024	
24-002545	508 7TH Street	Environmental Yard	05/30/2024	CLOSED
24-002548	2760 FARMLAND Road	Non-Conforming Use	05/31/2024	
24-002621	2622 MAIN Street	ROW Obstruction	06/05/2024	
24-002622	2614 MAIN Street	Weeds	06/05/2024	
24-002623	2614 MAIN Street	Unlawful Deposits	06/05/2024	
24-002624	2612 MAIN Street	Weeds	06/05/2024	
24-002625	2615 7TH Street	Weeds	06/05/2024	
24-002627	1008 MARY Street	Unlawful Deposits	06/05/2024	

24-002628	1001 LAMPLIGHTER Lane	Weeds	06/05/2024	
24-002629	1009 LAMPLIGHTER Lane	Dead or Diseased Tree	06/05/2024	
24-002630	1011 LAMPLIGHTER Lane	Weeds	06/05/2024	
24-002631	2619 CARRIAGE Lane	Weeds	06/05/2024	
24-002632	1008 LABRADOR Boulevard	Weeds	06/05/2024	
24-002633	1006 LABRADOR Boulevard	Weeds	06/05/2024	
24-002634	1707 B Street	Environmental Yard	06/05/2024	
24-002635	1707 B Street	Vehicle Nuisance	06/05/2024	
24-002636	1902 FAIR Street	Weeds	06/05/2024	
24-002637	1804 FAIR Street	ROW Obstruction	06/05/2024	
24-002638	2203 A Street	Environmental Yard	06/05/2024	
24-002639	2201 A Street	Weeds	06/05/2024	
24-002640	2201 A Street	Environmental Yard	06/05/2024	
24-002641	2113 A Street	Weeds	06/05/2024	
24-002642	2113 A Street	Environmental Yard	06/05/2024	
24-002643	2107 A Street	Weeds	06/05/2024	
24-002644	2103 A Street	Weeds	06/05/2024	
24-002645	2103 A Street	Environmental Yard	06/05/2024	
24-002646	2102 B Street	Weeds	06/05/2024	
24-002648	2104 B Street	Environmental Yard	06/06/2024	
24-002649	2108 B Street	Environmental Yard	06/06/2024	
24-002650	2116 B Street	Vehicle Nuisance	06/06/2024	
24-002651	1705 9TH Street	Environmental Yard	06/06/2024	
24-002658	1090 JENNIE BARKER Road	Weeds	06/06/2024	CLOSED
24-002662	205 East MARY Street	Building Code Violation (Erosion & Sediment)	06/06/2024	
24-002663	532 COLONY Street	Weeds	06/06/2024	
24-002664	526 COLONY Street	Weeds	06/06/2024	
24-002665	522 COLONY Street	Weeds	06/06/2024	CLOSED
24-002666	518 COLONY Street	Weeds	06/06/2024	CLOSED
24-002667	332 COLONY Street	Weeds	06/06/2024	
24-002668	506 COLONY Street	Weeds	06/06/2024	
24-002669	2314 HERITAGE Avenue	Weeds	06/06/2024	
24-002670	2314 HERITAGE Avenue	Unlawful Deposits	06/06/2024	

24-002671	2314 HERITAGE Avenue	Environmental Yard	06/06/2024	
24-002673	1610 LONGHORN Drive	Weeds	06/06/2024	
24-002674	1601 LONGHORN Drive	Weeds	06/06/2024	
24-002676	1612 LONGHORN Drive	Dead or Diseased Tree	06/06/2024	
24-002739	1505 OLIVE Street	Non-Conforming Use	06/12/2024	
24-002740	1616 BANCROFT Street	Weeds	06/12/2024	
24-002742	1616 BANCROFT Street	Environmental Yard	06/12/2024	
24-002743	1606 BANCROFT Street	Environmental Yard	06/12/2024	
24-002744	1606 BANCROFT Street	Weeds	06/12/2024	
24-002746	1507 OLIVE Street	Weeds	06/12/2024	
24-002748	1618 BANCROFT Street	Weeds	06/12/2024	
24-002749	1420 CAMPBELL Street	Weeds	06/12/2024	
24-002750	1620 BANCROFT Street	Unlawful Deposits	06/12/2024	
24-002751	2204 MAIN Street	Weeds	06/12/2024	
24-002752	2204 MAIN Street	Environmental Yard	06/12/2024	CLOSED
24-002753	2109 DENNISON Street	Weeds	06/12/2024	
24-002754	2109 DENNISON Street	Environmental Yard	06/12/2024	
24-002755	2109 DENNISON Street	Dilapidated Fence	06/12/2024	
24-002757	2011 DENNISON Street	Weeds	06/12/2024	
24-002758	1708 PHEASANT Court	Unlawful Deposits	06/12/2024	
24-002759	2006 HENDERSON Drive	Weeds	06/12/2024	
24-002760	1707 BLUFF Court	Weeds	06/12/2024	
24-002761	1716 HENDERSON Drive	Weeds	06/12/2024	
24-002762	1709 PHEASANT Court	Weeds	06/12/2024	
24-002763	2015 DENNISON Street	Weeds	06/12/2024	
24-002764	2403 FAIR Street	Weeds	06/12/2024	
24-002767	2104 APACHE Drive	Weeds	06/12/2024	
24-002768	2106 APACHE Drive	Weeds	06/12/2024	
24-002769	2406 PAWNEE Road	Parking Non-Improved Surfaces	06/12/2024	
24-002771	311 PARK VIEW Drive	Unlawful Deposits	06/12/2024	
24-002774	1845 PRAIRIE VIEW Drive	Weeds	06/12/2024	
24-002775	1849 PRAIRIE VIEW Drive	Weeds	06/12/2024	
24-002777	1905 PRAIRIE VIEW Drive	Weeds	06/12/2024	

24-002778	1913 PRAIRIE VIEW Drive	Weeds	06/12/2024	
24-002779	1919 PRAIRIE VIEW Drive	Weeds	06/12/2024	
24-002780	1923 PRAIRIE VIEW Drive	Weeds	06/12/2024	
24-002781	1927 PRAIRIE VIEW Drive	Weeds	06/12/2024	
24-002810	1102 SUMMIT Street	Environmental Yard	05/30/2024	
24-002822	210 KANSAS Avenue	ROW Obstruction	05/30/2024	
24-002832	2611 7TH Street	Weeds	06/05/2024	
24-002850	2609 BELMONT Place	Weeds	06/14/2024	
24-002851	2613 COACHMAN Lane	Dead or Diseased Tree	06/13/2024	
24-002852	2613 COACHMAN Lane	Unlawful Deposits	06/14/2024	
24-002853	2051 MARY Street	Unlawful Deposits	06/14/2024	
24-002854	2601 FAIR Street	Weeds	06/14/2024	
24-002855	2106 MOHAWK Drive	Weeds	06/14/2024	
24-002856	2112 MOHAWK Drive	Weeds	06/14/2024	
24-002857	2128 MOHAWK Drive	Weeds	06/14/2024	
24-002858	1512 B Street	Dead or Diseased Tree	06/14/2024	
24-002859	1216 GIBSON Street	Weeds	06/14/2024	
24-002860	1207 MULBERRY Street	Unlawful Deposits	06/14/2024	
24-002861	1205 MULBERRY Street	Weeds	06/14/2024	
24-002862	911 TAYLOR Avenue	Commercial Truck	06/14/2024	
24-002863	911 TAYLOR Avenue	Environmental Yard	06/14/2024	
24-002864	905 TAYLOR Avenue	Weeds	06/14/2024	
24-002865	1006 BANCROFT Street	Weeds	06/14/2024	
24-002866	1005 SUMMIT Street	Weeds	06/14/2024	
24-002867	207 OLIVE Street	Dead or Diseased Tree	06/14/2024	
24-002929	2406 HERITAGE Avenue	Weeds	06/06/2024	
24-002940	2612 CARRIAGE Lane	Weeds	06/17/2024	
24-002941	2604 CARRIAGE Lane	Weeds	06/17/2024	
24-002973	1504 HATTIE Street	Weeds	06/17/2024	
24-002974	1504 HATTIE Street	Dead or Diseased Tree	06/17/2024	
24-003006	1621 SUMMIT Street	Weeds	06/11/2024	
24-003113	2101 MARY Street	Weeds	06/13/2024	
24-003165	1506 FAIR Street	Weeds	06/21/2024	

24-003166	713 COLE Circle	Weeds	06/21/2024	
24-003168	609 CHESTNUT Street	Weeds	06/21/2024	
24-003170	1009 5TH Street	Weeds	06/21/2024	
24-003171	1007 5TH Street	Unlawful Deposits	06/21/2024	
24-003174	1001 5TH Street	Weeds	06/21/2024	
24-003177	1006 6TH Street	Weeds	06/21/2024	
24-003182	316 PARK VIEW Drive	Work w/out permit	06/21/2024	
24-003211	1018 3RD Street	Weeds	06/25/2024	
24-003212	1724 CRESTWAY Drive	ROW Obstruction	06/25/2024	
24-003214	1815 AMIR Circle	ROW Obstruction	06/25/2024	
24-003215	2207 COMMANCHE Drive	Vehicle Nuisance	06/25/2024	
24-003216	2207 COMMANCHE Drive	Environmental Yard	06/25/2024	
24-003217	602 West MARY Street	Parking Non-Improved Surfaces	06/25/2024	
24-003221	707 CAMPBELL Street	Weeds	06/25/2024	
24-003222	707 CAMPBELL Street	Commercial Truck	06/25/2024	
24-003223	707 CAMPBELL Street	Environmental Yard	06/25/2024	
24-003224	2003 7TH Street	Environmental Yard	06/25/2024	
24-003225	2005 7TH Street	Weeds	06/25/2024	
24-003231	2002 MAIN Street	Unlawful Deposits	06/25/2024	
24-003232	2004 MAIN Street	Weeds	06/25/2024	
24-003251	1706 ANDERSON Street	Weeds	06/27/2024	
24-003254	1710 ANDERSON Street	Weeds	06/27/2024	
24-003256	927 ZERR Road	Weeds	06/27/2024	
24-003258	608 PENNSYLVANIA Avenue	Weeds	06/27/2024	
24-003262	614 PENNSYLVANIA Avenue	Weeds	06/27/2024	
24-003263	609 TAYLOR Avenue	Weeds	06/27/2024	
24-003264	603 TAYLOR Avenue	Unlawful Deposits	06/27/2024	
24-003265	601 TAYLOR Avenue	Unlawful Deposits	06/27/2024	
24-003266	1604 YORK Avenue	Unlawful Deposits	06/27/2024	
24-003267	507 BANCROFT Street	Weeds	06/27/2024	
24-003268	1509 SAINT JOHN Street	Weeds	06/27/2024	
24-003293	2212 KANSAS Avenue	Weeds	06/27/2024	CLOSED
24-003294	1405 OLIVE Street	Weeds	07/01/2024	

24-003295	1623 CONKLING Avenue	Weeds	07/01/2024	
24-003296	1408 CAMPBELL Street	Vehicle Nuisance	07/01/2024	
24-003297	1631 CONKLING Avenue	Weeds	07/01/2024	
24-003298	1629 CONKLING Avenue	Weeds	07/01/2024	
24-003299	1411 OLIVE Street	Weeds	07/01/2024	
TOTAL				**1905**

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: July 16, 2024
RE: Airport June 2024 Report

ISSUE:
Presentation of the June 2024 report from the Garden City Regional Airport.

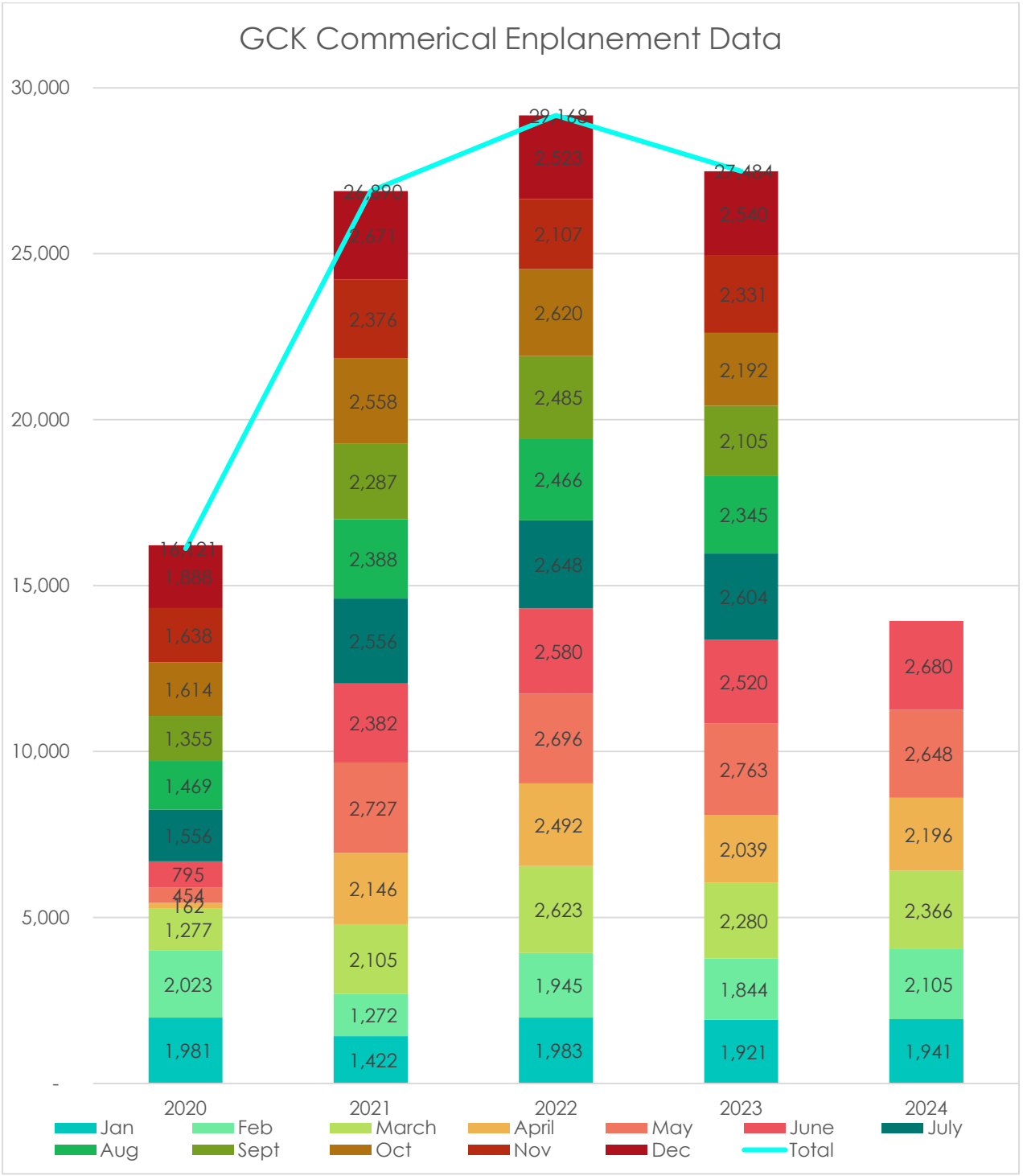
BACKGROUND:
Presentation of the Garden City Regional Airport report for June 2024.

ALTERNATIVES:
None.

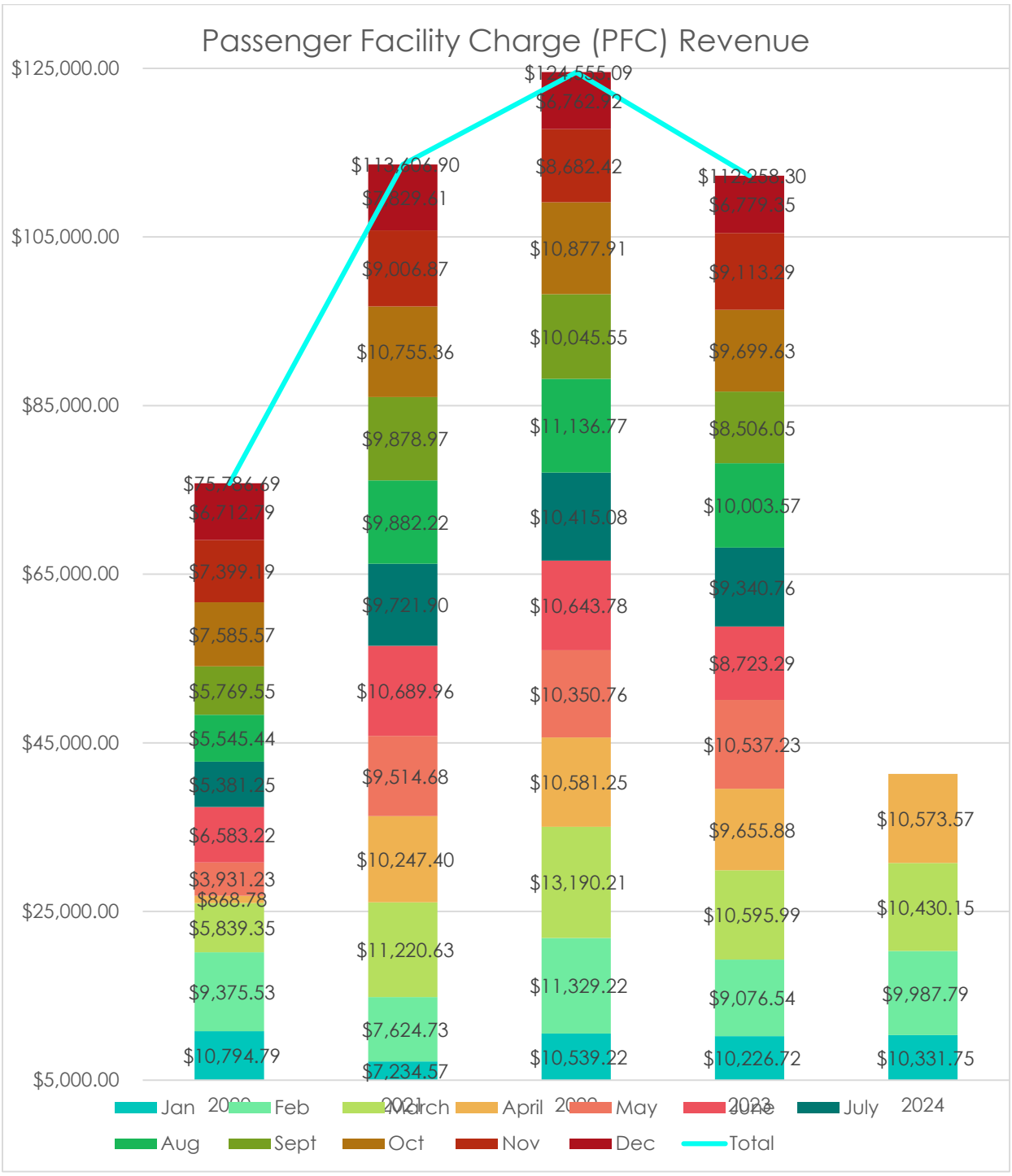
RECOMMENDATION:
None.

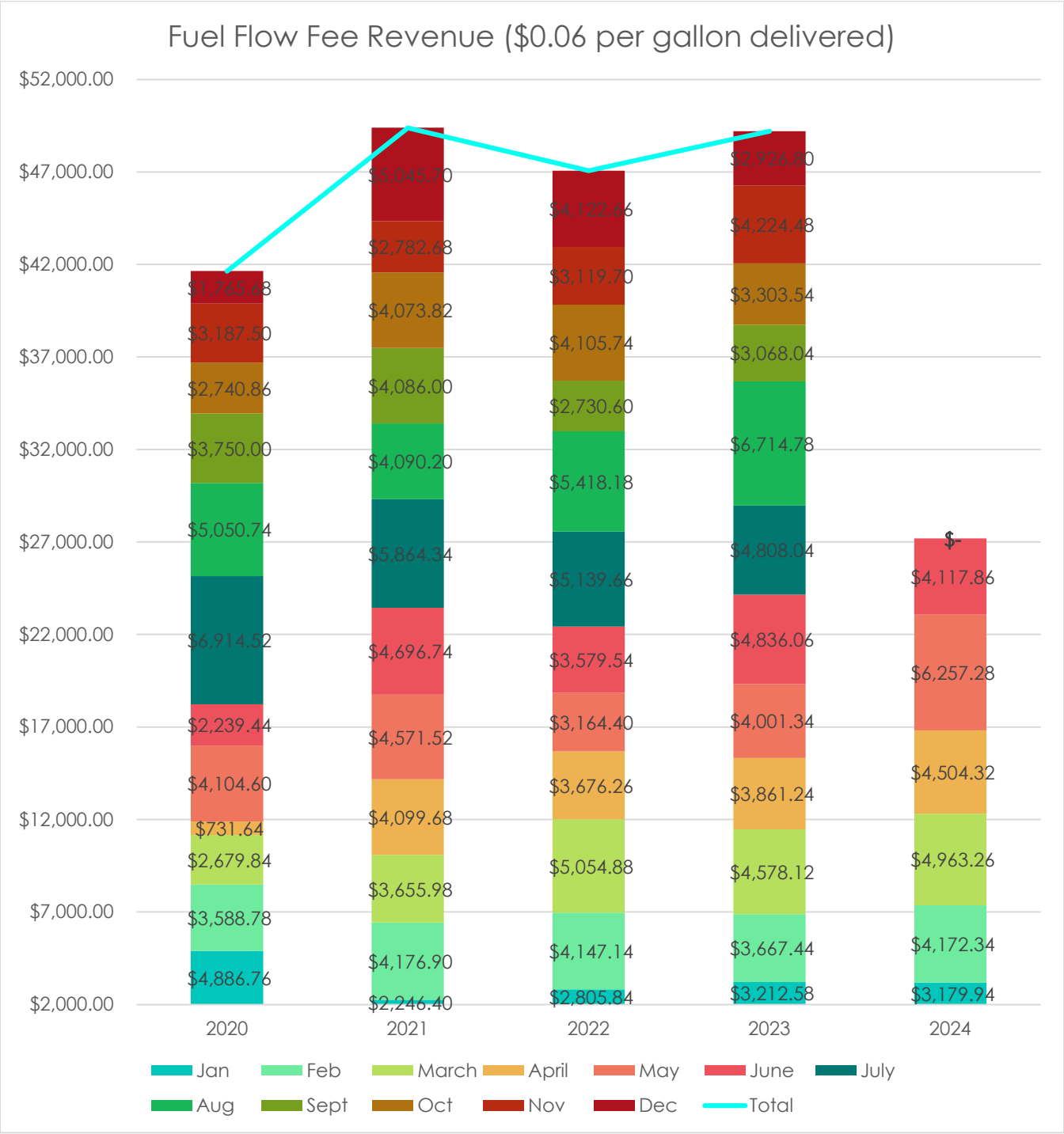
FISCAL NOTE:
None.

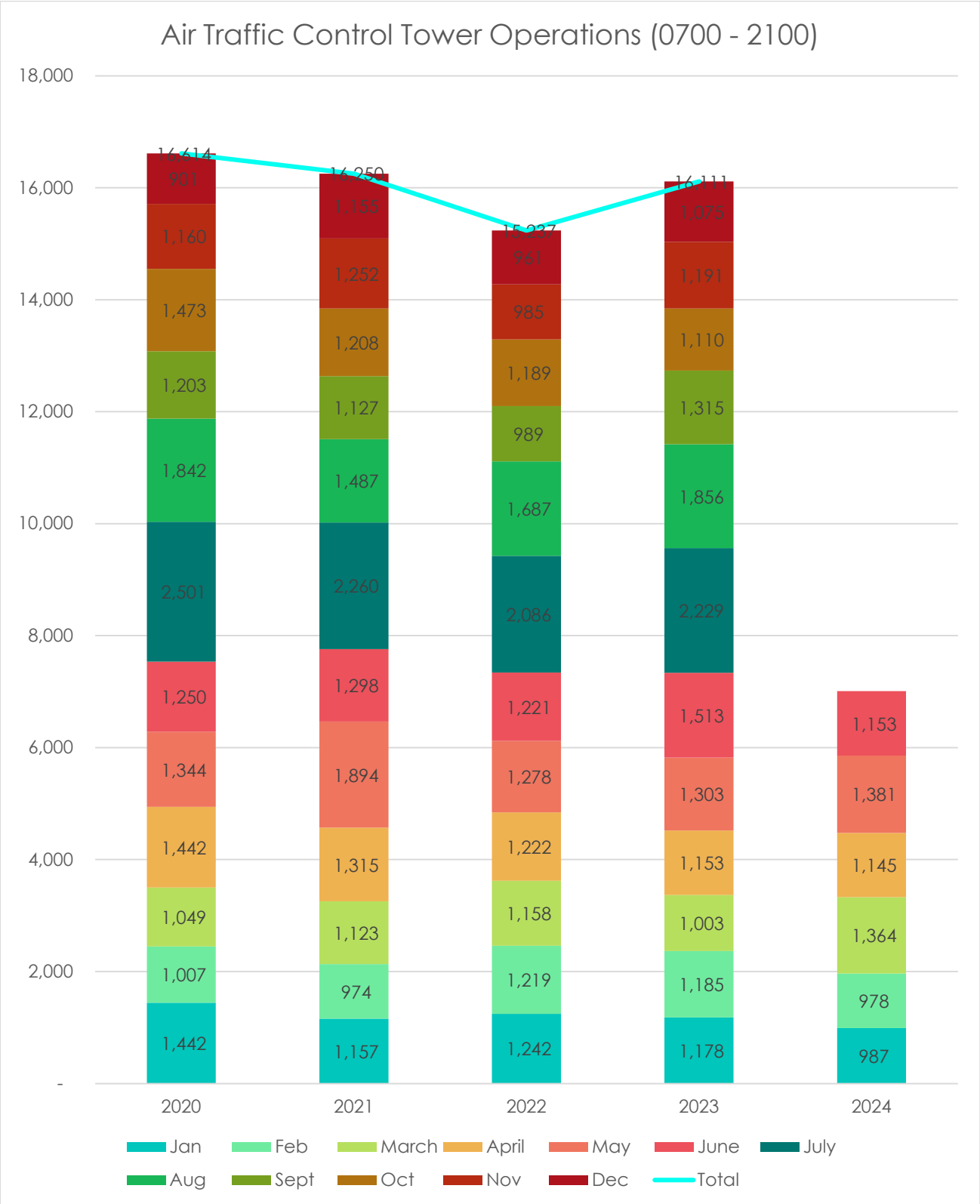
ATTACHMENTS:
Airport June 2024 Monthly Reports.pdf


GCK Commerical Enplanement Data
30,000
25,000
20,000
15,000
10,000
5,000
-
2020
2021
2022
2023
2024
1,981
2,023
1,277
162
454
795
1,556
1,469
1,355
1,614
1,638
1,888
1,422
1,272
2,105
2,146
2,727
2,382
2,556
2,287
2,558
2,376
2,671
1,983
1,945
2,623
2,492
2,696
2,580
2,648
2,466
2,485
2,620
2,107
2,523
1,921
1,844
2,280
2,039
2,763
2,520
2,604
2,345
2,105
2,192
2,331
2,540
1,941
2,105
2,366
2,196
2,648
2,680
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total


January - June 2024
Western Kansas Commercial Enplanement Comparison
30,000
25,000
20,000
15,000
10,000
5,000
-
2020
2021
2022
2023
2024
1,111
1,377
3,016
6,628
3,107
2,491
4,451
12,054
3,253
3,488
4,815
14,319
2,972
3,822
4,569
13,367
3,772
3,555
6,051
13,936
GCK
HYS
LBL
DDC
Total


Passenger Facility Charge (PFC) Revenue
$125,000.00
$105,000.00
$85,000.00
$65,000.00
$45,000.00
$25,000.00
$5,000.00
$6,712.79
$7,399.19
$7,585.57
$5,769.55
$5,545.44
$5,381.25
$6,583.22
$3,931.23
$868.78
$5,839.35
$9,375.53
$10,794.79
$9,006.87
$10,755.36
$9,878.97
$9,882.22
$9,721.90
$10,689.96
$9,514.68
$10,247.40
$11,220.63
$7,624.73
$7,234.57
$6,762.92
$8,682.42
$10,877.91
$10,045.55
$11,136.77
$10,415.08
$10,643.78
$10,350.76
$10,581.25
$13,190.21
$11,329.22
$10,539.22
$6,779.35
$9,113.29
$9,699.63
$8,506.05
$10,003.57
$9,340.76
$8,723.29
$10,537.23
$9,655.88
$10,595.99
$9,076.54
$10,226.72
$10,573.57
$10,430.15
$9,987.79
$10,331.75
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total


Fuel Flow Fee Revenue ($0.06 per gallon delivered)
$52,000.00
$47,000.00
$42,000.00
$37,000.00
$32,000.00
$27,000.00
$22,000.00
$17,000.00
$12,000.00
$7,000.00
$2,000.00
2020
2021
2022
2023
2024
$4,886.76
$3,588.78
$2,679.84
$731.64
$4,104.60
$2,239.44
$6,914.52
$5,050.74
$3,750.00
$2,740.86
$3,187.50
$1,765.68
$2,246.40
$4,176.90
$3,655.98
$4,099.68
$4,571.52
$4,696.74
$5,864.34
$4,090.20
$4,086.00
$4,073.82
$2,782.68
$5,045.70
$2,805.84
$4,147.14
$5,054.88
$3,676.26
$3,164.40
$3,579.54
$5,139.66
$5,418.18
$2,730.60
$4,105.74
$3,119.70
$4,122.66
$3,212.58
$3,667.44
$4,578.12
$3,861.24
$4,001.34
$4,836.06
$4,808.04
$6,714.78
$3,068.04
$3,303.54
$4,224.48
$2,926.80
$3,179.94
$4,172.34
$4,963.26
$4,504.32
$6,257.28
$4,117.86
$-
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total


Air Traffic Control Tower Operations (0700 - 2100)
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
2020
2021
2022
2023
2024
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: July 16, 2024
RE: Neighborhood & Development Services Building Report- May 2024

ISSUE:

Presentation of the May 2024 Building Report from Neighborhood & Development Services.

BACKGROUND:

Attached is the May 2024 Building Report from Neighborhood & Development Services.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
May 2024 Building Report

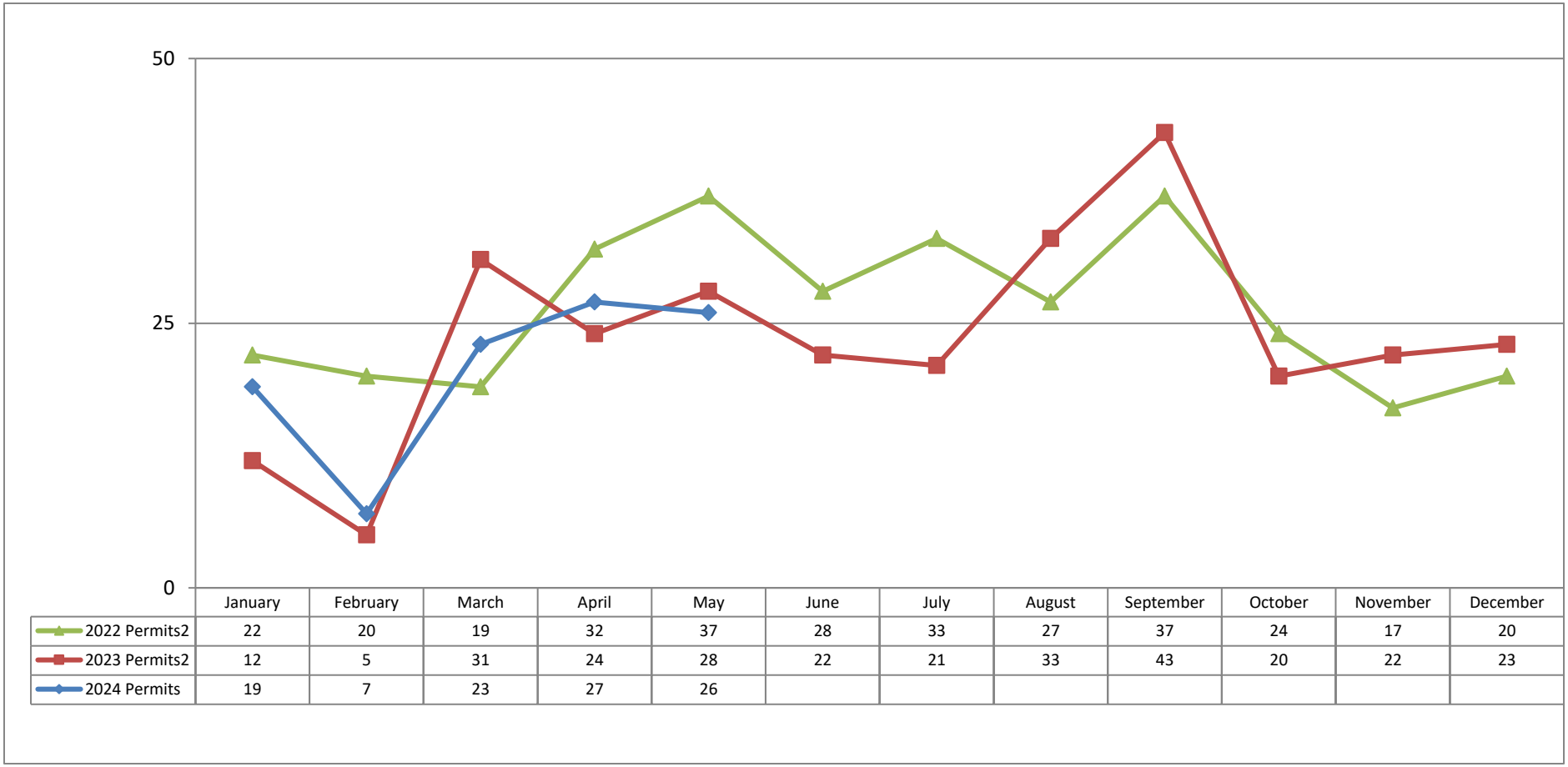
Neighborhood & Development Services
Building Report
May 2024



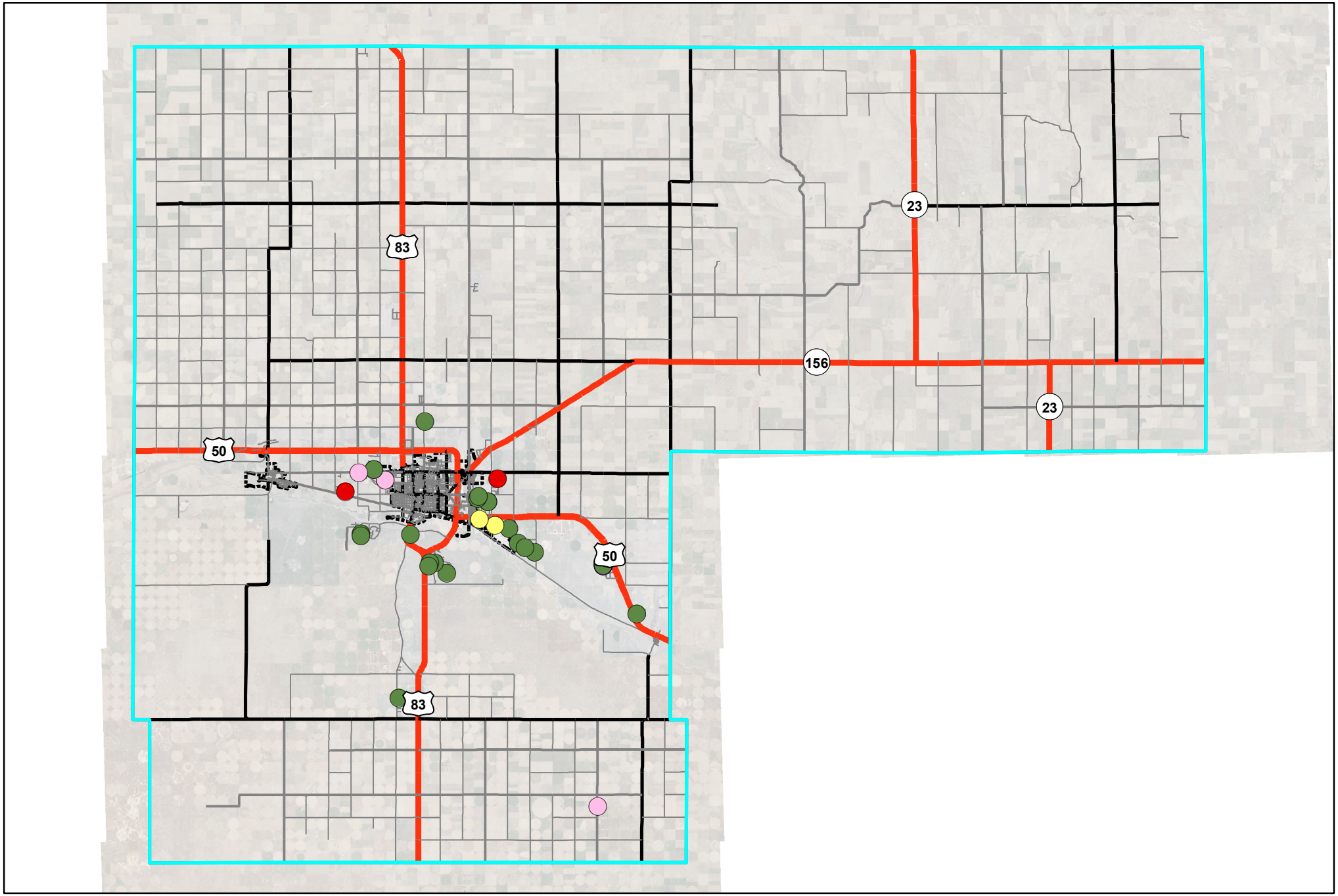
FINNEY COUNTY
2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (twor or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	**Total** Fee, Permits & Valuation	**Total** Number of Inspections
JAN	FEE				1,850.00			702.00		$ 2,552	**35**
	PERMITS				15			4		19	
	VALUATION				131,150			50,489		$ 181,639	
FEB	FEE	2,299	624		800			1,932		5,655	**45**
	PERMITS	1	1		4			1		7	
	VALUATION	220,000	108,000		95,500			435,690		859,190	
MAR	FEE		1,277		1,291		4,142	1,973		$ 8,683	**41**
	PERMITS		1		17		1	4		23	
	VALUATION		188,988		87,202		937,000	442,700		$ 1,655,890	
APR	FEE		974		2,302		6,968			$ 10,244	**52**
	PERMITS		3		23		1			27	
	VALUATION		172,178		190,024		2,300,000			$ 2,662,202	
MAY	FEE	2,294	319		2,859			1,522		$ 6,994	**72**
	PERMITS	1	2		18			5		26	
	VALUATION	602,200	18,000		358,040			167,200		$ 1,145,440	
JUN	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUL	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
AUG	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
SEP	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
OCT	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
NOV	FEE									0	
	PERMITS									0	
	VALUATION									0	
DEC	FEE									0	
	PERMITS									0	
	VALUATION									0	
2024 TOTAL PERMITS		2	7	0	77	0	2	14	0	$ 34,127 102 $ 6,504,361	**245**

2022-2024 FINNEY COUNTY BUILDING REPORT



	January	February	March	April	May	June	July	August	September	October	November	December
2022 Permits2	22	20	19	32	37	28	33	27	37	24	17	20
2023 Permits2	12	5	31	24	28	22	21	33	43	20	22	23
2024 Permits	19	7	23	27	26							



Finney County

Permit Types

May 2024

- New Industrial
- New Commercial
- Commercial/Industrial Remodel
- Multi-Family
- Residential Remodel
- SF Manufactured (HUD Standards)
- SF Residential Includes Modular
- Misc

Municipal Boundaries

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
RR24-000331	Finney County	BD - Repair, Replacement, or Remodel Building Permit	730 N INDUSTRIAL DR LOT 121	$ 82.00	$ 6,000.00	Residential Remodel	Reroof
CC24-000010	Finney County	BD - New Commercial Construction Building Permit	2103 North BOOTS Road	$ 609.00	$ 70,000.00	Commercial/Industrial Remodel	48X60 Warehouse/Storage Building
RR24-000383	Finney County	BD - Repair, Replacement, or Remodel Building Permit	815 S SAGE HILL TRL	$ 82.00	$ 5,000.00	Residential Remodel	solar install - building ONLY wheatland electric!
RR24-000340	Finney County	BD - Repair, Replacement, or Remodel Building Permit	945 MAIZE CT	$ 82.00	$ 3,340.00	Residential Remodel	Replace air conditioner
RR24-000341	Finney County	BD - Repair, Replacement, or Remodel Building Permit	12500 S BEEFLAND RD	$ 143.00	$ 12,200.00	Commercial/Industrial Remodel	Replace furnace and air conditioner for the mill
RR24-000397	Finney County	BD - Repair, Replacement, or Remodel Building Permit	730 North INDUSTRIAL Drive 121	$ 55.00	$ 1,000.00	Residential Remodel	R/R windows
RC24-000057	Finney County	BD - New Residential Construction Building Permit	5480 E ALLEN DR	$ 302.00	$ 30,000.00	Residential Remodel	Demo existing back porch/sunroom and re build sunroom
RR24-000465	Finney County	BD - Repair, Replacement, or Remodel Building Permit	2103 North BOOTS Road	$ 156.00	$ 10,000.00	Commercial/Industrial Remodel	48X60 Warehouse/Storage Building
FP24-000077	Finney County	BD - Fence Permit	875 SAGE HILL Trail	$ 131.00	$ 13,000.00	Residential Remodel	4' fence
RC24-000053	Finney County	BD - New Residential Construction Building Permit	340 FARMLAND 17	$ 131.00	$ 14,000.00	SF Manufactured (HUD Standards)	Set new mobile home
RR24-000444	Finney County	BD - Repair, Replacement, or Remodel Building Permit	2007 MARY Street	$ 462.50	$ 75,000.00	Commercial/Industrial Remodel	Repair Fire Main
CP24-000019	Finney County	BD - Concrete Permit	4860 North 3RD Street	$ 131.00	$ 12,000.00	Residential Remodel	New Driveway
RR24-000452	Finney County	BD - Repair, Replacement, or Remodel Building Permit	1402 GRANDVIEW EAST Drive	$ 82.00	$ 5,000.00	Residential Remodel	R/R Roof
RR24-000443	Finney County	BD - Repair, Replacement, or Remodel Building Permit	1736 KENSINGTON Boulevard	$ 131.00	$ 11,900.00	Residential Remodel	R/R Roof
RA24-000034	Finney County	BD - Residential Accessory Building Permit	105 DURHAM Place	$ 960.20	$ 203,000.00	Residential Remodel	Detached Garage
RC24-000002	Finney County	BD - New Residential Construction Building Permit	4170 East HWY 50 #207	$ 188.00	$ 4,000.00	SF Manufactured (HUD Standards)	New Mobile Home
RR24-000353	Finney County	BD - Repair, Replacement, or Remodel Building Permit	2125 South ANDOVER Drive	$ 118.00	$ 10,000.00	Residential Remodel	NEW DETACHED GARAGE
CP24-000053	Finney County	BD - Concrete Permit	2601 West MARY	$ 233.00	$ 40,000.00	Residential Remodel	Street repair in 100 block of entrance to office
RR24-000372	Finney County	BD - Repair, Replacement, or Remodel Building Permit	1177 South RIDGE Road	$ 68.00	$ 1,800.00	Residential Remodel	REPLACE DRYWALL, GAS PRESSURE TEST, ELECTRICAL INSPECTION
CA24-000006	Finney County	BD - Commercial Accessory Building Permit	1543 South RACEWAY Road	$ 88.00	$ 4,000.00	Residential Remodel	42X60 Shop
RC24-000027	Finney County	BD - New Residential Construction Building Permit	2090 white tail	$ 2,294.20	$ 602,200.00	SF Residential Includes Modular	new Single family home
RR24-000424	Finney County	BD - Repair, Replacement, or Remodel Building Permit	4055 East NANCY Avenue	$ 55.00	$ 2,500.00	Residential Remodel	R/R Roof
DP24-000009	Finney County	BD - Demolition Permit	11670 YUCCA Drive	$ 56.00	$ -	Residential Remodel	DEMO MOBILE HOME
CP24-000062	Finney County	BD - Concrete Permit	4155 LAMONTE Place	$ 82.00	$ 4,000.00	Residential Remodel	Driveway Extension
RC24-000048	Finney County	BD - New Residential Construction Building Permit	1365 South ROLLING HILLS Road	$ 121.00	$ 5,500.00	Residential Remodel	Office addition to the home
SP24-000010	Finney County	BD - Sign Permit	3104 West JONES Avenue	$ 151.00	$ -	Commercial/Industrial Remodel	EMB sign for Skeeter's Body Shop
			Total	**$ 6,993.90**	**$ 1,145,440.00**		

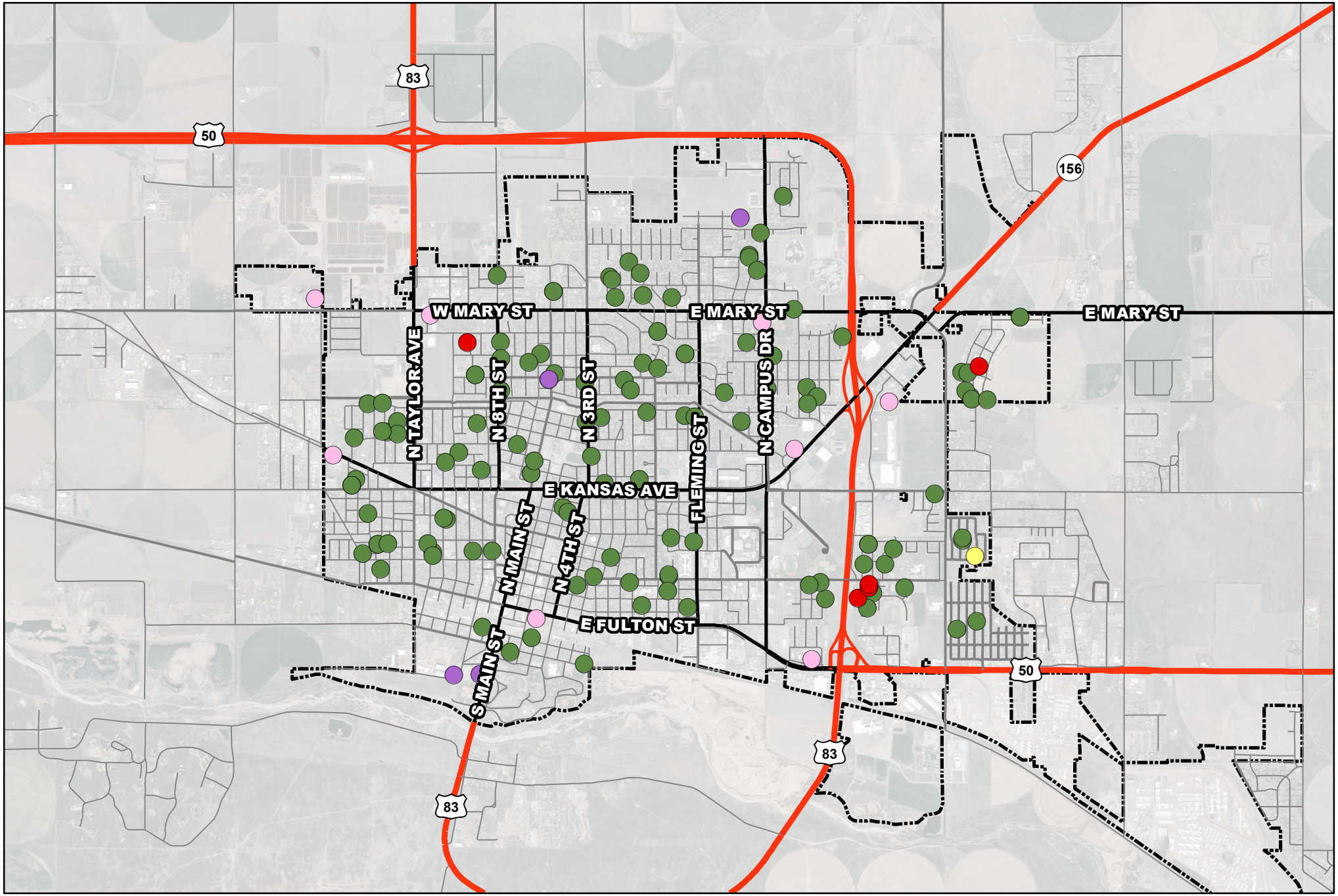
GARDEN CITY
2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (twor or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	**Total** Fee, Permits & Valuation	**Total** Number of Inspections
JAN	FEE	1,060	535		2,517	85,360		5,858		$ 95,330	**187**
	PERMITS	1	1		37	1		25		65	
	VALUATION	275,000	100,460		240,689	41,600,000		1,089,610		$ 43,305,759	
FEB	FEE	2,607			4,425	6,810		31,486	12,214	$ 57,542	**263**
	PERMITS	3			56	2		17	3	81	
	VALUATION	805,000			451,704	2,020,000		5,751,092	3,950,791	$ 12,978,586	
MAR	FEE	9,023	105		4,862	130		3,165	-	$ 17,285	**315**
	PERMITS	9	1		77	1		22	3	113	
	VALUATION	2,180,000	20,000		452,539	15,000		274,726	15,400	$ 2,957,665	
APR	FEE	2,480	200		8,688	6,160		1,478	1,892	$ 20,898	**285**
	PERMITS	3	1		145	1		15	5	170	
	VALUATION	560,000	35,000		748,905	2,000,000		180,950	1,828,100	$ 5,352,955	
MAY	FEE	4,504	342		8,202			2,951	1,292	$ 17,290	**323**
	PERMITS	7	1		136			9	11	164	
	VALUATION	1,199,000	57,000		740,502			6,922,651	186,200	$ 9,105,353	
JUN	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUL	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
AUG	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
SEP	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
OCT	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
NOV	FEE									-	
	PERMITS									-	
	VALUATION									-	
DEC	FEE									-	
	PERMITS									-	
	VALUATION									-	
2024 TOTAL PERMITS		23	4	0	451	5	0	88	22	$ 208,344	**1373**
										593	
										$ 73,700,318	

2022-2024 GARDEN CITY BUILDING REPORT



	January	February	March	April	May	June	July	August	September	October	November	December
2022 Permits2	80	85	174	182	197	175	159	156	181	127	102	74
2023 Permits2	118	83	121	136	157	114	159	136	203	106	123	83
2024 Permits	65	81	113	170	165							



Garden City

Permit Types

May 2024

- New Industrial
- New Commercial
- Commercial/Industrial Remodel
- Multi-Family
- Residential Remodel
- SF Manufactured (HUD Standards)
- SF Residential Includes Modular
- Misc
- Municipal Boundaries

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
RR24-000329	Garden City	BD - Repair, Replacement, or Remodel Building Permit	719 HOWERTON PL	$ 105.00	$ 9,625.91	Residential Remodel	Roof Full Replacement
RR24-000342	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1404 MELS DR	$ 105.00	$ 9,000.00	Residential Remodel	installation of backup generator
RR24-000344	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1404 MELS Drive	$ 29.00	$ 750.00	Residential Remodel	Run new gas line for generator
RR24-000318	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2204 BELMONT PL	$ 56.00	$ 4,000.00	Residential Remodel	Power to shed
RR24-000328	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2203 ARAPAHO DR 4	$ 62.00	$ 5,500.00	Residential Remodel	REPLACING FURANCE AND AIR CONDITIONER
RR24-000371	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2804 BROADMOOR PL	$ 56.00	$ 5,328.00	Residential Remodel	Remove and replace the existing roof
RR24-000373	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2802 BROADMOOR PL	$ 56.00	$ 5,328.00	Residential Remodel	Remove and replace the existing roof
RP24-000034	Garden City	BD - Right of Way and Excavation Permit	1207 North MAIN Street	$ -	$ 1,200.00	Residential Remodel	20' Sidewalk - Sidewalk program
RP24-000035	Garden City	BD - Right of Way and Excavation Permit	2611 COACHMAN Lane	$ 30.00	$ 2,800.00	Residential Remodel	Fill Between sidewalk and curb
CP24-000050	Garden City	BD - Concrete Permit	909 JENNY Avenue	$ 29.00	$ 1,200.00	Residential Remodel	concrete patio and concrete steps
RR24-000330	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1720 PINECREST AVE	$ 105.00	$ 6,474.21	Residential Remodel	Roof full replacement
RR24-000349	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1832 KOSTER ST	$ 105.00	$ 12,996.35	Residential Remodel	Roof Full Replacement
RR24-000355	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1608 SUMMIT ST	$ 105.00	$ 6,579.19	Residential Remodel	Roof Full Replacement
RR24-000390	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1905 KOSTER ST	$ 105.00	$ 14,940.06	Residential Remodel	Remove and replace the existing roof
RR24-000393	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3898 CHURCHILL DOWNS Road	$ 105.00	$ 15,000.00	Residential Remodel	Irrigation Meter
RC24-000043	Garden City	BD - New Residential Construction Building Permit	1607 W CAMPBELL ST	$ 105.00	$ 7,160.00	Residential Remodel	Re-roof
RR24-000273	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2009 APACHE DR	$ 105.00	$ 7,000.00	Residential Remodel	Change out 2.5 ton ac and 50K 80% furnace
RR24-000297	Garden City	BD - Repair, Replacement, or Remodel Building Permit	305 BALLINGER ST	$ 105.00	$ 7,600.00	Residential Remodel	Change out 3 ton ac and 75K 80% furnnace
RR24-000350	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2920 ST JAMES PL	$ 105.00	$ 15,000.00	Residential Remodel	Remove and Replace Shingles
RR24-000391	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1715 PIONEER RD	$ 310.00	$ 20,000.00	Misc	Remove and Replace Shingles
RA24-000039	Garden City	BD - Residential Accessory Building Permit	4101 East US HIGHWAY 50 304	$ 29.00	$ 450.00	Residential Remodel	8X10 Storage shed
RC24-000044	Garden City	BD - New Residential Construction Building Permit	2016 OLD MANOR RD	$ 105.00	$ 8,300.00	Residential Remodel	Re-roof
RR24-000232	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2181 IDLEWILD WAY	$ 105.00	$ 14,650.00	Residential Remodel	finish basement
RR24-000406	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY Drive 1-4	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000420	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1809 AMIR CIR	$ 105.00	$ 24,180.14	Residential Remodel	Roof Full Replacement
RR24-000264	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3010 LAREU RD	$ 2,272.00	$ 527,179.90	Commercial/Industrial Remodel	Reskin of existing roof with 60 mil TPO. No structural, mechanical, plumbing, or electrical changes will be made.
RR24-000292	Garden City	BD - Repair, Replacement, or Remodel Building Permit	502 COLONY ST	$ 200.00	$ 40,000.00	Residential Remodel	Roof, Siding, Gutters
RR24-000429	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2003 BELMONT PL	$ 105.00	$ 8,579.25	Residential Remodel	Roof Full Replacement
RR24-000436	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1510 E HACKBERRY ST	$ 105.00	$ 9,958.35	Residential Remodel	Roof Full Replacement
RR24-000441	Garden City	BD - Repair, Replacement, or Remodel Building Permit	508 N 13TH ST	$ 105.00	$ 13,546.95	Residential Remodel	Roof Full Replacement
RR24-000312	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1606 N 9TH ST	$ 56.00	$ 5,500.00	Residential Remodel	Replace air conditioner
RR24-000313	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2605 SHAMUS ST	$ 56.00	$ 4,800.00	Residential Remodel	Replace air conditioner
RR24-000314	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1005 N 5TH ST	$ 29.00	$ 2,990.00	Residential Remodel	Replace air conditioner
RR24-000381	Garden City	BD - Repair, Replacement, or Remodel Building Permit	107 N 5TH ST	$ 32.00	$ 1,500.00	Commercial/Industrial Remodel	Replace existing defective main electrical disconnect.
RR24-000431	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1410 N 3RD ST	$ 56.00	$ 4,700.00	Residential Remodel	Replace air conditioner
RR24-000433	Garden City	BD - Repair, Replacement, or Remodel Building Permit	209 LAKE AVE	$ 787.50	$ 150,000.00	Misc	concrete sawing for new floor boxes then pouring new concrete and installing new 400a 120/208v panel
RR24-000435	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1109 SAFFORD AVE	$ 56.00	$ 3,100.00	Residential Remodel	replace roof
RR24-000422	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1620 CONKLING AVE	$ 56.00	$ 6,000.00	Residential Remodel	Remove and Replace Shingles
RR24-000462	Garden City	BD - Repair, Replacement, or Remodel Building Permit	601 MAGNOLIA ST	$ 105.00	$ 15,000.00	Residential Remodel	Remove and Replace Shingles
RR24-000463	Garden City	BD - Repair, Replacement, or Remodel Building Permit	603 MAGNOLIA ST	$ 105.00	$ 15,000.00	Residential Remodel	Remove and Replace Shingles
RR24-000455	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2807 BELMONT Place	$ 105.00	$ 10,070.70	Residential Remodel	Roof Full Replacement
RR24-000421	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2302 A ST	$ 105.00	$ 11,100.00	Residential Remodel	Replacing the air conditioning/heating equipment
RP24-000041	Garden City	BD - Right of Way and Excavation Permit	2601 East MARY Street	$ 30.00	$ 6,000,000.00	Commercial/Industrial Remodel	New Building- Maverik Convenience Store
RR24-000369	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2003 COMMANCHE DR	$ 200.00	$ 36,471.64	Residential Remodel	installing a new PV system
RR24-000458	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3202 YELLOWSTAR ST	$ 105.00	$ 12,250.00	Residential Remodel	Remove and Replace Shingles
RR24-000468	Garden City	BD - Repair, Replacement, or Remodel Building Permit	203 W SANTA FE ST	$ 29.00	$ 2,500.00	Residential Remodel	Install service meter and weatherhead
RR24-000472	Garden City	BD - Repair, Replacement, or Remodel Building Permit	531 COLONY ST	$ 56.00	$ 3,908.24	Residential Remodel	Roof Replacement
RR24-000221	Garden City	BD - Repair, Replacement, or Remodel Building Permit	509 South MAIN Street	$ 32.00	$ 1,000.00	Misc	Temp Office Trailer - Plug-In
FP24-000058	Garden City	BD - Fence Permit	4103 HAWTHORNE Way	$ 29.00	$ 100.00	Residential Remodel	6' & 3' Fence
CP24-000042	Garden City	BD - Concrete Permit	4103 HAWTHORNE Way	$ 29.00	$ 2,000.00	Residential Remodel	Driveway Extension
RR24-000339	Garden City	BD - Repair, Replacement, or Remodel Building Permit	200 East HILLSIDE Avenue	$ 55.00	$ 900.00	Residential Remodel	Upgrade main service - adding electrical to (2) Bedrooms, & Garage
RR24-000347	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2105 South AIR SERVICE Road	$ -	$ 1,000.00	Misc	Rework service
RR24-000348	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2035 South AIR SERVICE Road	$ -	$ 1,000.00	Misc	Reword service
RR24-000352	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2706-2708 CHAINEY	$ 29.00	$ 3,000.00	Residential Remodel	R/R roof
RR24-000358	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2111 South AIR SERVICE Road	$ -	$ 1,000.00	Misc	Rework Service
RR24-000359	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2115 South AIR SERVICE Road	$ -	$ 1,000.00	Residential Remodel	Re Work Service
RR24-000360	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2116 CENTER Street	$ -	$ 2,000.00	Residential Remodel	Rework Service
RR24-000362	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2801 North 8TH Street Lot 5	$ 29.00	$ 2,000.00	Residential Remodel	Sewer service replacement
RR24-000367	Garden City	BD - Repair, Replacement, or Remodel Building Permit	510 North 10TH Street	$ 56.00	$ 6,000.00	Residential Remodel	R/R shingles
FP24-000065	Garden City	BD - Fence Permit	1410 B Street	$ 29.00	$ 2,000.00	Residential Remodel	6' wood fence
FP24-000059	Garden City	BD - Fence Permit	216 SPENCER Street	$ 105.00	$ 9,000.00	Residential Remodel	3'/6' fence
RR24-000337	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1304 CONARD Avenue	$ 29.00	$ 2,500.00	Residential Remodel	Relocate main electrical service 100 Amps - meter can needed

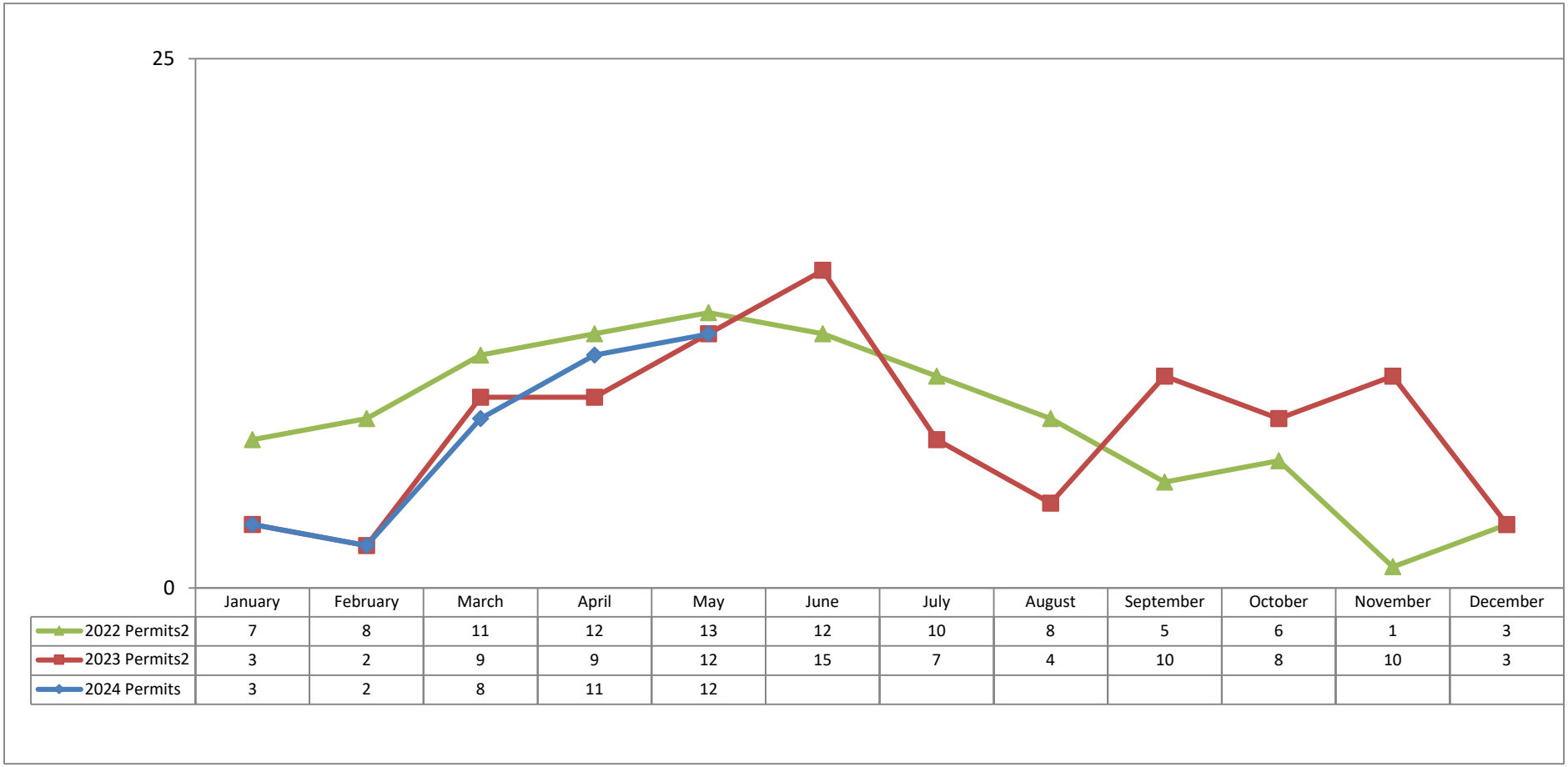
RR24-000374	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1014 West MARY Street	$ 220.00	$ 28,000.00	Commercial/Industrial Remodel	Repair damage done by car-Front exterior wall
RR24-000375	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2180 IDLEWILD Way	$ 29.00	$ 3,000.00	Residential Remodel	Install a sprinkler system
RR24-000380	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2312 North 8TH Street	$ 56.00	$ 3,900.00	Residential Remodel	R/ R Water line
SP24-000020	Garden City	BD - Sign Permit	2405 East FULTON	$ 75.00	$ -	Commercial/Industrial Remodel	New sign for Garden City Ammonia Program
RR24-000356	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2115 South AIR SERVICE Road	$ -	$ 1,000.00	Misc	Rework Service - City Work
RR24-000357	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2125 South AIR SERVICE Road	$ -	$ 1,000.00	Misc	Rework service
RR24-000364	Garden City	BD - Repair, Replacement, or Remodel Building Permit	703 East SPRUCE Street	$ 29.00	$ 2,800.00	Residential Remodel	R/R water service line
RR24-000384	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2501 North CAMPUS Drive	$ 130.00	$ 13,000.00	Commercial/Industrial Remodel	(1) 5 ton roof top package unit
RR24-000386	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2101 South AIR SERVICE Road	$ -	$ 1,000.00	Misc	Rework service
CP24-000052	Garden City	BD - Concrete Permit	2106 North MAIN Street	$ 29.00	$ 3,000.00	Residential Remodel	New sidewalks around house & driveway
RR24-000376	Garden City	BD - Repair, Replacement, or Remodel Building Permit	4101 East HWY 50 #141	$ 79.00	$ 500.00	Residential Remodel	GAS PRESSURE TEST
RR24-000377	Garden City	BD - Repair, Replacement, or Remodel Building Permit	412 North 3RD Street	$ 29.00	$ 2,900.00	Residential Remodel	R/R roof
RR24-000332	Garden City	BD - Repair, Replacement, or Remodel Building Permit	950 North JENNIE BARKER Road #119	$ 29.00	$ 1,000.00	Residential Remodel	Upgrade eclectic service conduit, wire size and main breaker
RR24-000351	Garden City	BD - Repair, Replacement, or Remodel Building Permit	809 BANCROFT Street	$ 105.00	$ 10,000.00	Residential Remodel	Placing windows, door and stairway into basement
RA24-000035	Garden City	BD - Residential Accessory Building Permit	906 AMY Street	$ 56.00	$ 4,900.00	Residential Remodel	10X12 Tuff shed
FP24-000060	Garden City	BD - Fence Permit	2114 IDLEWILD Way	$ 56.00	$ 4,000.00	Residential Remodel	6' Fence
RP24-000037	Garden City	BD - Right of Way and Excavation Permit	2622 North MAIN Street	$ 30.00	$ 6,000.00	Residential Remodel	R/R Sewer line
RR24-000389	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1606 CONKLING Avenue	$ 29.00	$ 1,800.00	Residential Remodel	R/R Roof
FP24-000061	Garden City	BD - Fence Permit	430 SARAH Street	$ 56.00	$ 6,000.00	Residential Remodel	6' Wood fence
FP24-000064	Garden City	BD - Fence Permit	906 AMY Street	$ 29.00	$ 2,000.00	Residential Remodel	6' fence
CP24-000041	Garden City	BD - Concrete Permit	2151 East MARY Street	$ 56.00	$ 3,200.00	Residential Remodel	17X17 Concrete Slab
CP24-000043	Garden City	BD - Concrete Permit	1207 North MAIN Street	$ 29.00	$ 3,000.00	Residential Remodel	New Driveway
CP24-000051	Garden City	BD - Concrete Permit	1709 North 3RD Street	$ 79.00	$ 1,200.00	Residential Remodel	New driveway to existing slab
CP24-000049	Garden City	BD - Concrete Permit	710 North 1ST Street	$ 56.00	$ 3,200.00	Residential Remodel	10X33 patio
RA24-000037	Garden City	BD - Residential Accessory Building Permit	1607 SUMMIT Street	$ 29.00	$ 2,662.00	Residential Remodel	8'X8' STORAGE SHED ON EXISTING SLAB
RC24-000042	Garden City	BD - New Residential Construction Building Permit	2321 North 9TH Street	$ 521.00	$ 250,000.00	SF Residential Includes Modular	Build a new home
RR24-000392	Garden City	BD - Repair, Replacement, or Remodel Building Permit	511 SUMMIT Street	$ 29.00	$ 1,300.00	Residential Remodel	Install sprinkler system
RR24-000387	Garden City	BD - Repair, Replacement, or Remodel Building Permit	624 North 12TH Street	$ 105.00	$ 7,800.00	Residential Remodel	Change out 2 ton heat pump w/air handler
RR24-000396	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2622 North MAIN Street	$ 56.00	$ 6,000.00	Residential Remodel	R/R Sewer line
FP24-000062	Garden City	BD - Fence Permit	204 East MAPLE Street	$ 105.00	$ 12,500.00	Residential Remodel	6' Fence
CP24-000044	Garden City	BD - Concrete Permit	300 West MILLS Avenue	$ 82.00	$ 4,000.00	Residential Remodel	25X42 Driveway Extension - adding a carport in the future
RR24-000398	Garden City	BD - Repair, Replacement, or Remodel Building Permit	309 East SANTA FE Street	$ 29.00	$ 500.00	Residential Remodel	Raise Service & drop pipe
RR24-000401	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2702 CHAINEY Street	$ 29.00	$ 3,000.00	Residential Remodel	R/R Roof
RR24-000402	Garden City	BD - Repair, Replacement, or Remodel Building Permit	632 AMY Street	$ 105.00	$ 10,000.00	Residential Remodel	R/R Roof
FP24-000066	Garden City	BD - Fence Permit	2009 North MAIN Street	$ 130.00	$ 8,000.00	Misc	Fence replacement
SP24-000021	Garden City	BD - Sign Permit	707 East KANSAS	$ 75.00	$ -	Residential Remodel	Sign for Roots Salon
CA24-000007	Garden City	BD - Commercial Accessory Building Permit	2009 North MAIN Street	$ 32.00	$ 1,200.00	Misc	6'x6'x12' metal structure
RC24-000046	Garden City	BD - New Residential Construction Building Permit	950 North JENNIE BARKER 164	$ 341.50	$ 57,000.00	SF Manufactured (HUD Standards)	Install and connect mobile home to utilities
RR24-000407	Garden City	BD - Repair, Replacement, or Remodel Building Permit	517 North 13TH Street	$ 56.00	$ 6,000.00	Residential Remodel	R/R roof
RR24-000266	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1309 North MAIN	$ 56.00	$ 4,500.00	Residential Remodel	Replace Windows, Roof, and siding
RR24-000409	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 5-8	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000410	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 9-10	$ 29.00	$ 2,053.33	Residential Remodel	Roof full replacement
RR24-000411	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 11-14	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000412	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 15-20	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000413	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 21-24	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000414	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 25-28	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000415	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 29-33	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000417	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 37-40	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000418	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 41-44	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000419	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2202 CRESTWAY 45-48	$ 29.00	$ 2,053.33	Residential Remodel	Roof Full Replacement
RR24-000442	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1402 HACKBERRY Street	$ 105.00	$ 12,000.00	Residential Remodel	R/R Roof
RR24-000361	Garden City	BD - Repair, Replacement, or Remodel Building Permit	511 North 8TH Street	$ 260.00	$ 24,000.00	Residential Remodel	Remodel
RR24-000434	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1511 CHESTNUT Street	$ 29.00	$ 250.00	Residential Remodel	Gas Pressure Test
RR24-000432	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1914 BUFFALO JONES Avenue	$ 32.00	$ 600.00	Commercial/Industrial Remodel	Water Heater
CP24-000056	Garden City	BD - Concrete Permit	622 SUSAN Street	$ 56.00	$ 3,500.00	Residential Remodel	Driveway extension, Front Door landing, and back door concrete steps
RR24-000439	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1002 5TH Street	$ 29.00	$ 1,500.00	Residential Remodel	run Gas Line
RR24-000440	Garden City	BD - Repair, Replacement, or Remodel Building Permit	412 West THOMPSON Street	$ 29.00	$ 2,500.00	Residential Remodel	Replace water service line with 3/4 pex
FP24-000070	Garden City	BD - Fence Permit	1009 LAMPLIGHTER Lane	$ 56.00	$ 5,356.00	Residential Remodel	6' Wood Fence
CP24-000063	Garden City	BD - Concrete Permit	1030 SMOKEY HILL Street	$ -	$ -	Residential Remodel	Sidewalk patch - BHE work
RC24-000056	Garden City	BD - New Residential Construction Building Permit	1110 KIRSTEN Road	$ 364.00	$ 150,000.00	SF Residential Includes Modular	New Single Family House
RR24-000446	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3900 CHURCHILL DOWNS Road	$ 29.00	$ 1,000.00	Residential Remodel	Sprinkler system installation
RR24-000450	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2014 CAMPUS	$ 105.00	$ 8,000.00	Residential Remodel	R/R
FP24-000063	Garden City	BD - Fence Permit	1718 JANICE Lane	$ 29.00	$ 250.00	Residential Remodel	6' & 3' fence
FP24-000069	Garden City	BD - Fence Permit	317 SARAH Street	$ 105.00	$ 8,500.00	Residential Remodel	6' Fence
FP24-000075	Garden City	BD - Fence Permit	504 13TH Street	$ 29.00	$ 1,000.00	Residential Remodel	6' Fence

RP24-000038	Garden City	BD - Right of Way and Excavation Permit	1250 MCCOY Drive	$ 30.00	$ 337,371.00	Commercial/Industrial Remodel	Dream First Bank
CP24-000064	Garden City	BD - Concrete Permit	2102 9TH Street	$ 29.00	$ 3,000.00	Residential Remodel	Extend driveway and approach
RC24-000055	Garden City	BD - New Residential Construction Building Permit	2903 ROWLAND Circle	$ 872.00	$ 200,000.00	SF Residential Includes Modular	New Single Family Home
RC24-000052	Garden City	BD - New Residential Construction Building Permit	2220 GLENWOOD Drive	$ 1,141.60	$ 299,000.00	SF Residential Includes Modular	NEW SINGLE FAMILY HOME WITH UNFINISHED BASEMENT
FP24-000076	Garden City	BD - Fence Permit	506 INGE Avenue	$ 29.00	$ 600.00	Residential Remodel	3' vinyl fence
RP24-000040	Garden City	BD - Right of Way and Excavation Permit	1104 PEARL Street	$ 30.00	$ 5,000.00	Residential Remodel	Sewer line replacement
CP24-000057	Garden City	BD - Concrete Permit	1717 GLENELLEN Drive	$ 29.00	$ 2,500.00	Residential Remodel	New patio & replace one step
CP24-000065	Garden City	BD - Concrete Permit	1018 CRESTLINE Drive	$ 56.00	$ 6,000.00	Residential Remodel	Replace Driveway
RR24-000461	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3912 CHURCHILL DOWNS Road	$ 29.00	$ 2,100.00	Residential Remodel	Sprinkler system Installation
RP24-000039	Garden City	BD - Right of Way and Excavation Permit	2102 9TH Street	$ 30.00	$ 3,000.00	Residential Remodel	Extend driveway and approach
CP24-000058	Garden City	BD - Concrete Permit	1707 FAIR Street	$ 105.00	$ 6,500.00	Residential Remodel	28X24 PATIO SLAB
CP24-000069	Garden City	BD - Concrete Permit	2707 ROCK Road	$ 29.00	$ 2,450.00	Residential Remodel	10x12 concrete pad for shed (CONCRETE ONLY)
RC24-000049	Garden City	BD - New Residential Construction Building Permit	521 SARAH Street	$ 535.00	$ 100,000.00	SF Residential Includes Modular	New single family home
RC24-000050	Garden City	BD - New Residential Construction Building Permit	511 SARAH Street	$ 535.00	$ 100,000.00	SF Residential Includes Modular	New Single Family home
RC24-000051	Garden City	BD - New Residential Construction Building Permit	531 SARAH Street	$ 535.00	$ 100,000.00	SF Residential Includes Modular	New Single Family Home
RR24-000363	Garden City	BD - Repair, Replacement, or Remodel Building Permit	626 North 12th Street	$ 29.00	$ 200.00	Residential Remodel	Replace Federal pacific service panel
CP24-000061	Garden City	BD - Concrete Permit	2118 B Street	$ 29.00	$ 2,950.00	Residential Remodel	46x10 driveway in the backyard
RR24-000470	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1413 CAMPBELL Street	$ 56.00	$ 5,040.00	Residential Remodel	R/R 21 SQ COMP SHINGLES
RR24-000471	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1518 JOHNSON Street	$ 105.00	$ 8,000.00	Residential Remodel	R/R 24 SQ ASPHALT SHINGLES
RA24-000042	Garden City	BD - Residential Accessory Building Permit	1910 8TH Street	$ 29.00	$ 1,000.00	Residential Remodel	8X12 Storage shed
RR24-000466	Garden City	BD - Repair, Replacement, or Remodel Building Permit	503 HUDSON Street	$ 29.00	$ 750.00	Residential Remodel	Gas pressure test
RR24-000467	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1104 PEARL Street	$ 56.00	$ 5,000.00	Residential Remodel	Sewer line replacement
RR24-000469	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2021 3RD Street	$ 79.00	$ 2,800.00	Residential Remodel	R/R roof
RR24-000251	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1208 North 9TH Street	$ 56.00	$ 4,000.00	Residential Remodel	Replace Sewer line from house to main alley
RR24-000459	Garden City	BD - Repair, Replacement, or Remodel Building Permit	408 DAVIS Street	$ 105.00	$ 7,500.00	Residential Remodel	Remodel
RA24-000026	Garden City	BD - Residential Accessory Building Permit	212 South 1ST Street	$ 29.00	$ 2,000.00	Residential Remodel	10X10 Pre built storage
RA24-000043	Garden City	BD - Residential Accessory Building Permit	950 JENNIE BARKER 118	$ 29.00	$ 470.00	Residential Remodel	10X8 storage shed
RR24-000481	Garden City	BD - Repair, Replacement, or Remodel Building Permit	723 SUSAN Street	$ 105.00	$ 6,800.00	Residential Remodel	R/R roof
RR24-000488	Garden City	BD - Repair, Replacement, or Remodel Building Permit	525 GARDEN Street	$ 105.00	$ 7,600.00	Residential Remodel	R/R roof - 28 sq
RR24-000476	Garden City	BD - Repair, Replacement, or Remodel Building Permit	317 & 319 8TH Street	$ 130.00	$ 15,000.00	Commercial/Industrial Remodel	R/R Roof
RP24-000043	Garden City	BD - Right of Way and Excavation Permit	1018 CRESTLINE Drive	$ 30.00	$ 500.00	Residential Remodel	Replace Driveway
CP24-000067	Garden City	BD - Concrete Permit	1821 SEQUOYAH Drive	$ 29.00	$ 500.00	Residential Remodel	18x20 patio and 25x3 sidewalk along the house
CP24-000070	Garden City	BD - Concrete Permit	511 SUMMIT Street	$ 29.00	$ 3,000.00	Residential Remodel	25X20 patio
CP24-000071	Garden City	BD - Concrete Permit	529 JENNA Lane	$ 29.00	$ 1,900.00	Residential Remodel	DRIVEWAY EXTENSION 13'X23'
RA24-000036	Garden City	BD - Residential Accessory Building Permit	1106 PERSHING Avenue	$ 29.00	$ 2,000.00	Residential Remodel	228 sq ft covered patio
FP24-000073	Garden City	BD - Fence Permit	2314 YOSEMITE	$ 105.00	$ 10,000.00	Residential Remodel	6' Cedar Fence
RR24-000490	Garden City	BD - Repair, Replacement, or Remodel Building Permit	603 CONKLING Avenue	$ 106.00	$ 5,200.00	Residential Remodel	R/R roof - 18 sq
			Total	**$ 17,289.60**	**$ 9,105,352.52**		

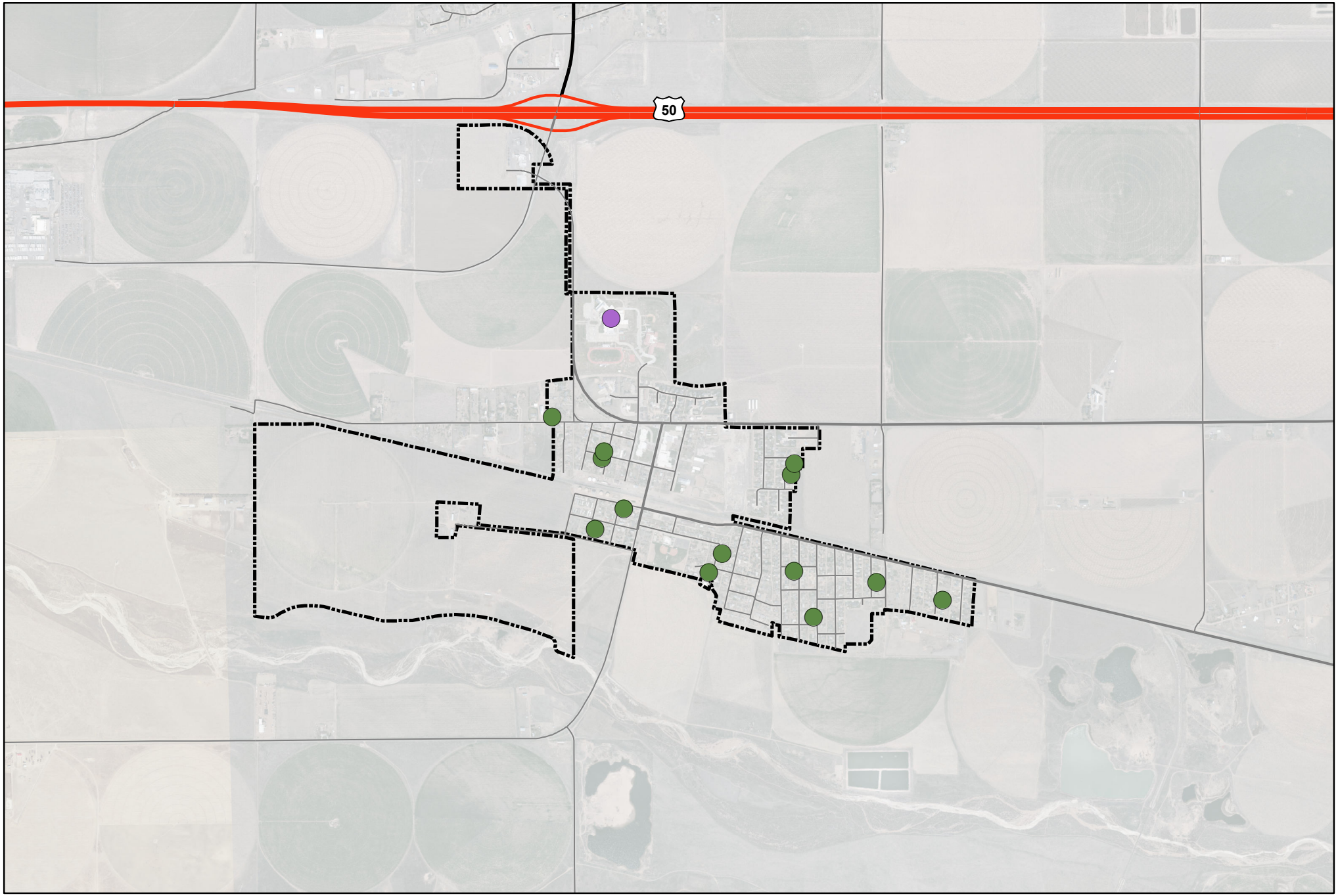
HOLCOMB
2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (twor or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	**Total** Fee, Permits & Valuation	**Total** Number of Inspections
JAN	FEE				534					$ 534	**5**
	PERMITS				3					3	
	VALUATION				81,600					$ 81,600	
FEB	FEE				147					$ 147	**3**
	PERMITS				2					2	
	VALUATION				23,000					$ 23,000	
MAR	FEE				774					$ 774	**6**
	PERMITS				8					8	
	VALUATION				51,822					$ 51,822	
APR	FEE				1,088			1,238	415	$ 2,741	**7**
	PERMITS				8			2	1	11	
	VALUATION				98,629			140,000	50,000	$ 288,629	
MAY	FEE				974				476	$ 1,450	**10**
	PERMITS				12				1	13	
	VALUATION				75,853				75,000	$ 150,853	
JUN	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUL	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
AUG	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
SEP	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
OCT	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
NOV	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
DEC	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
2024 TOTAL PERMITS		0	0	0	33	0	0	2	2	$ 5,645 37 $ 595,903	**31**

2022-2024 HOLCOMB BUILDING REPORT



	January	February	March	April	May	June	July	August	September	October	November	December
2022 Permits2	7	8	11	12	13	12	10	8	5	6	1	3
2023 Permits2	3	2	9	9	12	15	7	4	10	8	10	3
2024 Permits	3	2	8	11	12							



Garden City

Permit Types

May 2024

- New Industrial
- New Commercial
- Commercial/Industrial Remodel
- Multi-Family
- Residential Remodel
- SF Manufactured (HUD Standards)
- SF Residential Includes Modular
- Misc
- Municipal Boundaries

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
RR24-000370	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	313 SANTA FE AVE	$ 82.00	$ 5,328.00	Residential Remodel	Remove and replace the existing roof
RR24-000336	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	404 SARA PL	$ 131.00	$ 12,000.00	Residential Remodel	Remove and Replace Shingles
RR24-000400	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	108 RYAN AVE	$ 131.00	$ 7,500.00	Residential Remodel	Reroof
RR24-000408	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	230 REDFORD DR	$ 105.00	$ 10,522.91	Residential Remodel	Roof Full Replacement
CP24-000059	Holcomb	BD - Concrete Permit	107 North LYNCH Street	$ -	$ 4,500.00	Residential Remodel	12X49 DRIVEWAY
RR24-000448	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	609 PAPPAS AVE	$ 118.00	$ 7,800.00	Residential Remodel	Replace air conditioner
FP24-000074	Holcomb	BD - Fence Permit	100 S HENDERSON ST	$ 42.00	$ 1,000.00	Residential Remodel	Repair existing fence
RR24-000445	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	600 JONES Avenue	$ 475.50	$ 75,000.00	Misc	REPAIR FIRE LINE
RR24-000437	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	603 JAKE Street	$ 42.00	$ 1,000.00	Residential Remodel	Increase to a 200 amp service for hom
RA24-000040	Holcomb	BD - Residential Accessory Building Permit	301 REDFORD Drive	$ 108.00	$ 5,302.00	Residential Remodel	10x16 tUFF SHED
CP24-000045	Holcomb	BD - Concrete Permit	104 VERNA Drive	$ 131.00	$ 19,450.00	Residential Remodel	R/R driveway & fence footing
RR24-000379	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	506 West TAYLOR JONES Road	$ 29.00	$ 1,000.00	Residential Remodel	Replace main water line
CP24-000046	Holcomb	BD - Concrete Permit	204 South LYNCH Street	$ 55.00	$ 450.00	Residential Remodel	12X16 concrete slab
			Total	**$ 1,449.50**	**$ 150,852.91**		

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland
DATE: July 10, 2024
RE:

ISSUE:
Presentation of the June 2024 monthly staff report from Lee Richardson Zoo.

BACKGROUND:
Attached is the June 2024 monthly staff report from Lee Richardson Zoo.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Zoo Current Monthly report

CITY OF GARDEN CITY
ZOO DEPARTMENT
JUNE 2024 MONTHLY REPORT

ANIMAL CARE, HEALTH AND NUTRITION

ACCESSIONS:

Births/Hatchings

None

Transfers In

0.1	Asian wild horse	Donated by El Paso Zoo – SSP recommendation
0.0.3	Mission golden-eyed tree frog	Donation from Denver Zoo
2.1	Golden pheasant	On loan from Finney County Humane Society

DEACCESSIONS:

Deaths

None

Transfers Out

None

OPERATIONS: Animal Care staff worked on preparing the bear yard and barn for the new arrivals, cutting down old cane between lion yards, assembling new shelves for Nutrition Center, and horticulture work across the Zoo. Bi-monthly dart team practices were held. June's all-keeper meeting focused on the results of bi-annual one-on-one meetings with Animal Care Curator and check-ins on team goals. Curator taught new Lead Keepers how to complete employee evaluations. Keeper staff conducted Animal Encounters and Keeper Chats for Zoo Campers. Interviews were held for Seasonal Keeper Aide position. New Seasonal Keeper Aide and Animal Keeper started at the Zoo. New male goral was introduced to 0.3 female herd without issues. Red-and-yellow barbets were introduced to the MOA rainforest exhibit successfully. Corteva Enrichment Event was held highlighting new enrichment items received through a grant from Corteva Agriscience. Corteva makes contributions to community-based organizations on behalf of the company and employees. Consideration for outreach grants is given to communities where Corteva sales representatives, farmer dealers, employees and customers live and work and that support quality-of-life initiatives to create an improved, sustainable lifestyle for people worldwide.

Dr. Flax collected samples for in-ovo sexing from roadrunner eggs. Exams were conducted for 1.1 Hooded Cranes, 1.0 Chinese Goral, 0.1 Bactrian Camel, and 0.0.3 Amazon Milk Frogs. Alpacas were sheared (hoof work and vaccinations also took place) and x-ray equipment inspection/minor repairs were completed.

ADMINISTRATION

DEAI quarterly meeting was held. Working on upgrade to FCCE alarm system funded by Finnup Foundation. Working with IT on bear and otter camera issues/installation. Staff is working with Public Utilities on the generator project. A coloring page contest and quiz were designed for Parks and Rec Month, as well as social media posts and Play Day at the Zoo. An all-staff meeting regarding AZA accreditation took place. Staff also attended a session by KMU on back safety. Director assisted with FOLRZ's Annual Open House, playground memorial, and new playground design discussions. Picture of the Month selected by Zoo Advisory Board: addax photo taken by Lead Keeper Victoria Ortiz.

CONSERVATION AWARENESS

Two large programs were held at the Dodge City Library, with 376 in attendance. The Conservation Awareness Team led 3 weeks of Summer Edventure Camp for grades 1st-6th for a total of 41 campers. Staff recognized World Giraffe Day and Fathers' Day with Discovery Carts and activities. A Strides for Snow Leopards Walk was held for the second year in a row. Staff had a booth for the 1st 620 Day in Finney County and Summer Fair for USD 457 sharing with the public what is happening at the Zoo. Work continued on the Sensory Walk with assistance from the Maintenance Team. Staff held a program for the Corteva Enrichment Event and included it as a part of camp as well as produced related social media content. "No Fireworks in the Zoo" signs were posted at Zoo entrances for duration of sales of fireworks in Finney County. National Pollinator Week, Nina, the new Asian Wild Horse, Barbets, and Milk Frogs were highlighted on social media.

MAINTENANCE

Staff planted new trees, bushes, and grasses in the addax yards, Cat Canyon area, and maned wolf yard. Possible water pressure issues at the Giraffe building were evaluated. A transfer chute for the upcoming arrival of new sloth bears was fabricated. Yard improvements were also implemented. The AC unit for the cricket room was replaced due to fan motor failure and age. Smart irrigation for the irrigation box south of the Historical Museum was installed. Heavy rains necessitated pumping out the north horse yard. The crew performed plumbing repairs, electrical work, replaced some public rope fence, and serviced equipment during the month.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: June 11, 2024
RE: 07-02-2024 Cox Communication Update

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

BACKGROUND:
None.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
07-02-2024 Cox Communications Update

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Sent: Tuesday, July 2, 2024 9:33 AM
Subject: Cox Communications LFA Notification

Some people who received this message don't often get email from lisa.allen@cox.com. Learn why this is important

Dear Local Franchising Authority,

As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our channel lineup. We're in discussions to renew agreements with the following programmers and broadcasters:

Station/Network	Channel(s)
NFL Network	261
NFL Redzone	267

If we are unable to reach a new agreement by the expiration dates, these networks can prevent us from including their stations in our lineup.

We know this may be frustrating to our customers, but we're hoping they'll agree that this negotiation is worth the effort to ensure we are delivering quality TV shows and channels at a reasonable price. We continue to actively negotiate with these networks and are working toward renewing our agreements without any disruption of service to our customers.

We will keep you updated with any new information. Please feel free to contact me (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,

Megan Bottenberg
Director, Government Affairs
Cox Communications Central Region

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kori Longoria, Deputy City Clerk
DATE: July 16, 2024
RE: Meetings of Note

ISSUE:

- July 13, 2024- Jungle Run Automobile Show at Lee Richardson Zoo from 8:00 a.m. to 7:00 p.m.
- July 16, 2024 - Kansas Food Bank Ribbon Cutting Ceremony at 1204 Taylor Plaza E at 10:00 a.m.
- July 17, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- July 18, 2024 - City of Garden City Employee Appreciation Night at the Garden City Wind Game at 5:00 p.m.
- July 20-28, 2024 - 2024 Finney County Fair events
- July 24, 2024 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- July 30, 2024 - Town Hall Meeting at the City Administrative Center in the Commission Chambers at 7:00 p.m.
- August 6, 2024 - National Night Out
- August 23, 2024 - Blue vs Red Lemonade Stand (Police Department and Fire Department)

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: July 16, 2024
RE: Consideration to adopt an ordinance extending the duration for Lost River Addition - Phase One Reinvestment Housing Investment District (RHID)

ISSUE:

1:15 p.m. - The public hearing for consideration to amend the Development Plan and extending the duration for the Reinvestment Housing Incentive District (RHID) for Lost River Addition - Phase One by Ordinance is brought before the Governing Body.

1. Ordinance No. _____ - 2024, an ordinance of the City of Garden City, Kansas amending the Development Plan and authorizing an amendment to the Development Agreement for the Lost River Addition – Phase One Reinvestment Housing Incentive District within the City in order to extend the duration of said district, revise the costs eligible for reimbursement thereunder, and consent to the assignment of the original developer's rights and obligations thereunder to a new developer, all by adopting an amended development plan and agreement, making certain findings in conjunction therewith, and amending Ordinance No. 2902-2021.

BACKGROUND:

As required by the RHID Statue, the Lost River Addition - Phase One development comes before the Governing Body to adopt the attached Development Plan. Lost River Addition- Phase One is generally located at the 1500-1700 block of Stonebridge Lane (see attached map). This development will consist of 37 lots in which assignment developer, Speer Construction Inc, intends to provide lots to build single-family homes. This is a current RHID, and the original date of the public hearing was June 15, 2021. This agreement removes WVG Investments, LLC as the developer and assigns Speer Construction Inc as the new developer. Based on the feasibility study, the $4,275,351.00 will not be fully recouped within the 25 year period; therefore they would need the maximum amount of time as allowed by state statute. The projections show by year 25, the RHID revenue will have only been approximately 3.49 million.

According to the our current Community Housing Assessment Team (CHAT) study, to meet our housing needs, we need to build 1,395 units by 2023 and the Governing Body has set a goal of 4,000 units by 2030. From 2020-2023, 198 RHID units have been completed and 18 RHID units in 2024. According to our CHAT study and the rate of housing development, Garden City shows a need for units to be built within this development.

If the ordinance is adopted, the Board of County Commissioners and USD 457 as taxing entities will have 30 days in which to evaluate the proposed RHID. Should a taxing entity determine it has an adverse effect on their jurisdiction, then the taxing entity will need to adopt a resolution stating

such. If no such resolutions are passed, then the ordinance shall be in effect. If within that timeframe any of the taxing entities pass such a resolution, then the City will need to take action to repeal the ordinance as required by state statute.

ALTERNATIVES:

1. The Governing Body may approve the attached ordinance.
2. The Governing Body may not approve the attached ordinance.

RECOMMENDATION:

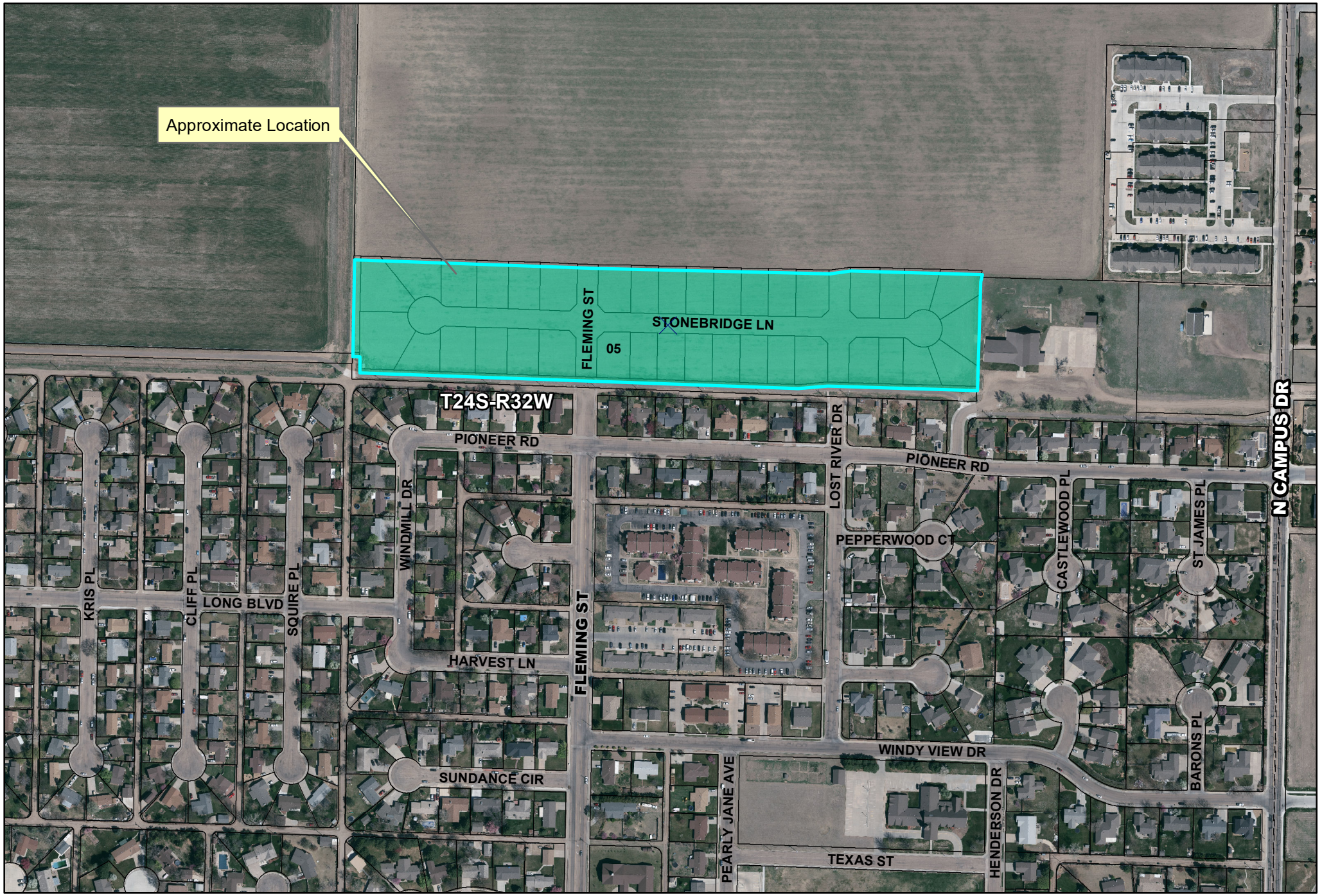
Staff recommends the Governing Body approve the attached ordinance.

FISCAL NOTE:

The developer will be using private financing to fund the eligible costs of the RHID. The City will reimburse property tax increments to the developer over the life of the RHID, which is up 25 years. The amount of the property tax distributions cannot exceed $4,275,351.00.

ATTACHMENTS:

Lost River Addition Phase One - Aerial
RHID Ordinance
Amended Development Plan & Agreement



Legend

Lost River Addition - Phase One

0 300 600 1,200 Feet

N

GARDEN CITY — KANSAS

(Published in the Garden City Telegram on the ____ day of _____, 20_____)

ORDINANCE NO._____-2024

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS AMENDING THE DEVELOPMENT PLAN AND AUTHORIZING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE LOST RIVER ADDITION – PHASE ONE REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY IN ORDER TO EXTEND THE DURATION OF SAID DISTRICT, REVISE THE COSTS ELIGIBLE FOR REIMBURSEMENT THEREUNDER, AND CONSENT TO THE ASSIGNMENT OF THE ORIGINAL DEVELOPER'S RIGHTS AND OBLIGATIONS THEREUNDER TO A NEW DEVELOPER, ALL BY ADOPTING AN AMENDED DEVELOPMENT PLAN AND AGREEMENT, MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH, AND AMENDING ORDINANCE NO. 2902-2021.

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq., ("Act") authorizes any city incorporated in accordance with the laws of the State of Kansas ("State") with a population of less than 60,000 to designate reinvestment housing incentive districts within such city; and

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

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district, as well as providing the legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district; and

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

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

WHEREAS, Garden City, Kansas has an estimated population of 28,151 and, therefore, constitutes a city as said term is defined in the Act; and

WHEREAS, a housing needs analysis was conducted on behalf of the City of Garden City, Kansas ("City") in 2008 and last updated in 2021 to determine whether housing needs exist within the corporate limits of the City and said analysis concluded that a total of 1,395 housing units are needed to address the housing needs in the City for the 5-year period from 2025 to 2030; and

WHEREAS, The Northeast Territory Addition ("Property") was named as a proposed rural housing incentive district, now known as a reinvestment housing incentive district, within the corporate limits of Garden City, Kansas by Resolution No. 2506-2012 that was passed on October 16, 2012 ("Resolution of Required Findings"); and

WHEREAS, the Resolution of Required Findings included a legal description of the Property, a map depicting the existing parcels of real estate located therein, and the following findings and determinations:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers;

2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City;

3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;

4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City; and

WHEREAS, the Resolution of Required Findings was published on October 20, 2012 in the Garden City Telegram and a certified copy of the same was thereafter sent to the Secretary of Commerce of the State of Kansas ("Secretary") requesting review of such resolution and approval of the findings contained therein; and

WHEREAS, the Resolution of Required Findings is, in all respects, compliant with K.S.A. 12-5244 and is otherwise compliant with the Act; and

WHEREAS, the Secretary advised the Governing Body in writing on or about November 27, 2012 of its agreement with each of the findings contained in the Resolution of Required Findings, which thereby authorizes the Governing Body to proceed with the establishment of reinvestment housing incentive districts within the Property; and

WHEREAS, the Governing Body passed and approved Resolution No. 2876-2021 on May 4, 2021 that, inter alia, provided notice that a public hearing was to be held on June 15, 2021 at 2:00 p.m. in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, wherein the Governing Body was to consider the designation of the Property as a Rural Housing Incentive District and to consider the adoption of a plan for the development of housing and public facilities within the Property ("Public Hearing Resolution"); and

WHEREAS, a public hearing was held on June 15, 2021 and, upon and considering the information and public comments received at said hearing, the Governing Body passed and approved Ordinance No. 2902-2021 with an effective date of June 19, 2021 ("Original RHID Ordinance"), which established the Property as a Rural Housing Incentive District to go by the name of Lost River Addition – Phase One ("Established District") and adopted a plan for the development of housing and public facilities within the District ("Original Development Plan"); and

WHEREAS, the City and WVG Investments LLC, a Kansas limited liability company ("WVG Investments LLC"), thereafter entered into a development agreement in support of the Original Development Plan on June 15, 2021 ("Original Development Agreement"); and

WHEREAS, WVG Investments LLC desires to assign all rights in relation to the Original Development Plan and the Original Development Agreement to a new developer who is under contract to purchase the real property that is subject to the Original Development Plan and the Original Development Agreement, namely Speer Construction Inc, a Kansas for profit corporation ("Speer Construction Inc"); and

WHEREAS, Speer Construction Inc desires to revise the costs that are eligible for reimbursement pursuant to the Original Development Plan and the Original Development Agreement and, further, desires to extend the duration of the district to the maximum extent permitted by law in order to allow the greatest duration of time for Speer Construction Inc to recoup its eligible costs; and

WHEREAS, the City desires to allow the amendment of the Original Development Plan and the Development Agreement to accomplish the proposed assignment, revisions, and extension in order to promote the development of residential housing within the corporate limits of Garden City, Kansas because there still exists a persistent shortage of quality housing available in the city and this housing shortage continues to present a substantial deterrent to future economic growth and development and, further, to impose new terms and conditions with respect to the most current development policies and subdivision regulations; and

WHEREAS, the Act permits modification of a development plan without having to undergo the same procedure for public notice and hearing as required for the initial establishment of a district, but only in the event that the modifications neither result in the addition of area to the district nor a substantial change to the development plan; and

WHEREAS, notwithstanding that the proposed assignment, revisions, and extension do not constitute a substantial change to the Original Development Plan, the City desires to undergo such public notice and hearing procedure for the sole purpose of informing the public and taxing subdivisions of such assignment, revisions, and extensions; and

WHEREAS, the City has caused there to be prepared an amended plan for the development of housing and public facilities in the Established District ("Amended Development Plan"); and

WHEREAS, the Amended Development Plan includes, inter alia:

1. The legal description and map required by K.S.A. 12-5244(a), and amendments thereto;

2. The existing assessed valuation of the real estate in the Established District, listing the land and improvement values separately;

3. A list of the names and addresses of the owners of record of all real estate parcels within the Established District;

4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the Established District, and the location thereof;

5. A listing of the names, addresses and specific interests in real estate in the Established District of the developers responsible for development of the housing and public facilities therein;

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the Established District; and

7. A comprehensive analysis of the feasibility of providing housing tax incentives in the Established District, as provided in the Act, that shows the public benefits derived from the Established District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the Established District. The analysis identifies any other sources of public or private funds to be used to finance such public improvements; and

WHEREAS, the City has caused there to be prepared an amended three-party development agreement and consent to assignment between the City, WVG Investments LLC, and Speer Construction Inc ("Amended Development Agreement") that includes, amongst other provisions: (1) the contractual assurances, if any, the Governing Body has received from Speer Construction Inc, guaranteeing the financial feasibility of specific housing tax incentive projects in the Established District; and (2) the financial obligations of Speer Construction Inc in relation to the public improvements within the Established District, including, but not limited to, the limitations on reimbursement of eligible expenses and the requirement for Speer Construction Inc to provide the City with certain surety and guarantees that the public improvements will be completed and, separately, will be done in a satisfactory manner to the City; and

WHEREAS, the Amended Development Plan is, in all respects, compliant with K.S.A. 12-5245 and is otherwise compliant with the Act; and

WHEREAS, the Governing Body passed and approved Resolution No. 3113-2024 on June 4, 2024 providing notice that a public hearing was to be held on July 16, 2024 at 1:15 p.m. wherein the Governing Body was to consider an amendment to the Original Development Plan and the Original Development Agreement for the Established District by adopting the Amended Development Plan and authorizing the Amended Development Agreement, which will extend the duration of the Established District, revise the costs eligible for reimbursement under the Original Development Plan and Original Development Agreement, and consent to the assignment of WVG Investment LLC's rights and obligations under the Original Development Plan and Original Development Agreement to Speer Construction Inc. ("Second Public Hearing Resolution"); and

WHEREAS, the Second Public Hearing Resolution is, in all respects, compliant with subsection (b) of K.S.A. 12-5245 and is otherwise compliant with the Act; and

WHEREAS, a public hearing was held on July 16, 2024 at 1:15 p.m. and, upon and considering the information and public comments received at said hearing, the Governing Body deems it advisable to amend the Original Development Plan and Original Development Agreement for the Established District by adopting the Amended Development Plan and authorizing the Amended Development Agreement, which will extend the duration of the Established District, revise the costs eligible for reimbursement under the Original Development Plan and Original Development Agreement, and consent to the assignment of WVG Investment LLC's rights and obligations under the Original Development Plan and Original Development Agreement to Speer Construction Inc.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas, as follows:

SECTION 1. Findings. The Governing Body of the City of Garden City, Kansas ("Governing Body") hereby finds that due notice of the public hearing conducted on July 16, 2024 at 1:15 p.m. was made in accordance with the provisions of the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. ("Act").

SECTION 2. Establishment of Reinvestment Housing Incentive District. The rural housing incentive district previously established within the corporate limits of the Garden City, Kansas ("City") in accordance with the provisions of the Act and under name of the Lost River Addition – Phase One, which shall hereafter be known as the Lost River Addition – Phase One Reinvestment Housing Incentive District and shall be amended as set forth in this Ordinance, consists of the following described real property in Garden City, Finney County, Kansas:

> A Tract of Land in the East Half (E½) of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described as follows: Commencing at the Center corner of said Section 5 being a found 1/2" R-bar, CPS; thence North 00°58'22" East on the West line of the

Northeast Quarter of said Section 5 a distance of 32.71 feet to the Point of Beginning being a found 5/8" R-bar, Wilson; thence continuing North 00°58'22" East on said West line a distance of 274.63 feet to a set 1/2" R-bar, CPS cap typical; thence South 87°55'29" East a distance of 694.09 feet to a set 1/2" R-bar; thence South 88°40'27" East a distance of 655.07 feet to a set 1/2" R-bar; thence North 82°17'01" East a distance of 60.70 feet to a set 1/2" R-bar; thence South 88°28'22" East a distance of 373.62 feet to a set 1/2" R-bar; thence South 15°10'31" West a distance of 20.58 feet to a found 5/8" R-bar, origin unknown; thence South 01°46'01" West on the West line of the Church of Christ Tract a distance of 309.31 feet to a found 5/8" R-bar, Wilson; thence North 88°15'24" West on the North line of the City's Walking Path Tract a distance of 424.41 feet to a found 5/8" R-bar, Wilson; thence South 84°44'07" West on said North line a distance of 84.11 feet to a found 5/8" R-bar, Wilson; thence North 87°55'09" West on said North line a distance of 1,245.54 feet to a set 1/2" R-bar; thence North 00°58'22" East a distance of 45.51 feet to a set 1/2" R-bar; thence North 88°15'09" West on said North line a distance of 20.00 feet to the Point of Beginning, containing 13.2 acres, more or less ("District").

The boundaries of the District do not contain any property not referenced in Resolution No. 3113-2024, which provided notice of the public hearing referenced in Section 1 of this Ordinance.

SECTION 3. Adoption of Amended Development Plan. The amended plan for the development of housing and public facilities in the District, as presented to the Governing Body on this date, is hereby approved and adopted ("Amended Development Plan").

SECTION 4. Authorization of Amended Development Agreement. The amended three-party development agreement and consent to assignment between the City, WVG Investments LLC, and Speer Construction Inc, as attached as an exhibit to the Amended Development Plan and as presented to the Governing Body on this date, is hereby authorized ("Amended Development Agreement").

SECTION 5. Extension to Duration of District. The duration of the District is hereby extended to a period of **twenty-five (25) years** and shall, therefore, expire on June 19, 2046, which is twenty-five (25) years from the date of the establishment of the District as a Rural Housing Incentive District on June 19, 2021 pursuant to Ordinance No. 2902-2021.

SECTION 6. Nullification. This Ordinance shall be null and void if, within thirty (30) days following the conclusion of the public hearing on July 16, 2024, any of the following events occur:

1. The Board of Education of Unified School District No. 457 determines by resolution that the District will have an adverse effect on such school district; or

2. The Board of County Commissioners of Finney County, Kansas determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by said boards.

SECTION 7. Reimbursement. The City is authorized to reimburse the developer of the District for all or a portion of the costs of implementing the Amended Development Plan through the use of property tax increments allocated to the City under the provisions of the Act, subject to any and all provisions of the Act and of the Amended Development Plan, including, but not limited to, the Amended Development Agreement attached thereto.

SECTION 8. Further Action. The Mayor, City Clerk, and other officials and employees of the City, including the City Attorney and Assistant City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

SECTION 9. Transmission of Documents. The City Clerk shall transmit a copy of the description of the land within the District, a copy of this Ordinance, and a map or plat indicating the boundaries of the District, to the clerk, appraiser, and treasurer of Finney County, Kansas and to the Board of Education of Unified School District No. 457, the Board of County Commissioners of Finney County, Kansas, the Board of Trustees of Garden City Community College, and the governing body of the West Plains Extension District No. 19. Such documents shall be transmitted as promptly as practicable following the adoption of the Development Plan, but in any event, on or before the January 1st next following such adoption.

SECTION 10. Amendment. That Ordinance No. 2902-2021, as previously existing, be and the same is hereby repealed, to be replaced as specified in this Ordinance.

SECTION 11. Severability. If any section, clause, sentence, or phrase of this Ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Ordinance.

SECTION 12. Effective Date. This ordinance shall be in full force and effect from and after its publication, or a publication of a summary thereof, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of July, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

AMENDED
DEVELOPMENT PLAN

OF THE CITY OF GARDEN CITY, KANSAS

LOST RIVER ADDITION – PHASE ONE
REINVESTMENT HOUSING INCENTIVE DISTRICT

JULY 16, 2024

WHEREAS, any and all recitals, sections, and other parts of Resolution Nos. 2506-2012 and 2876-2021, which were passed by the City of Garden City, Kansas ("CITY"), by and through its governing body ("Governing Body"), on October 16, 2012 and on May 4, 2021, respectively, are hereby restated and incorporated by reference as if fully set forth herein; and

WHEREAS, the Governing Body of CITY previously adopted a development plan for the development of housing and public facilities in the Lost River Addition – Phase One Rural Housing Incentive District within the corporate limits of Garden City, Kansas on June 15, 2021 pursuant to the Kansas Rural Housing Incentive District Act, K.S.A. 12-5241 et seq., which was subsequently amended in name to the Kansas Reinvestment Housing Incentive District Act, and pursuant to Ordinance No. 2902-2021 ("Original Development Plan"); and

WHEREAS, pursuant to the Original Development Plan, CITY and the original developer, WVG Investments LLC, a Kansas limited liability company ("ORIGINAL DEVELOPER"), entered into a development agreement on June 15, 2021 ("Original Development Agreement"); and

WHEREAS, ORIGINAL DEVELOPER desires to assign all rights in relation to the Original Development Plan and the Original Development Agreement to a new developer who is under contract to purchase the real property that is subject to the Original Development Plan and the Original Development Agreement, namely Speer Construction Inc, Kansas for profit corporation ("NEW DEVELOPER"); and

WHEREAS, NEW DEVELOPER desires to revise the costs that are eligible for reimbursement pursuant to the Original Development Plan and the Original Development Agreement and, further, desires to extend the duration of the district to the maximum extent permitted by law in order to allow the greatest duration of time for NEW DEVELOPER to recoup its eligible costs; and

WHEREAS, CITY desires to allow the proposed assignment, revisions, and extension in order to promote the development of residential housing within the corporate limits of Garden City, Kansas because there still exists a persistent shortage of quality housing available in the city and this housing shortage continues to present a substantial deterrent to future economic growth and development and, further, to impose new terms and conditions with respect to the most current development policies and subdivision regulations; and

WHEREAS, ORIGINAL DEVELOPER, NEW DEVELOPER, and CITY mutually desire to modify certain terms and conditions of the Original Development Plan and Original Development Agreement, as more fully set forth herein; and

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq., permits modification of a development plan without having to undergo the same procedure for public notice and hearing as required for the initial establishment of the district, but only in the event that the modifications neither result in the addition of area to the district nor a substantial change to the development plan; and

WHEREAS, notwithstanding that the assignment, revisions, and extension proposed by ORIGINAL DEVELOPER, NEW DEVELOPER, and CITY do not constitute a substantial change to the Original Development Plan, CITY desires to undergo such public notice and hearing procedure for the sole purpose of informing the public and taxing subdivisions of such assignment, revisions, and extensions; and

WHEREAS, the Original Development Agreement authorizes modifications that are in writing and signed by the authorized agents of CITY and ORIGINAL DEVELOPER, pursuant to Section 5.12 thereof; and

WHEREAS, CITY proposes this Amended Development Plan pursuant to subsection (a) of K.S.A. 12-5245 of the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

1. **AMENDMENT IN ENTIRETY.** All of the Original Development Plan, including each exhibit thereto, is deleted in its entirety and is hereby replaced with all paragraphs and exhibits set forth herein.

2. **LEGAL DESCRIPTION & MAP.** The legal description of the Lost River Addition – Phase One Reinvestment Housing Incentive District ("District") is as follows and a map depicting the existing parcels of real estate in the proposed district is attached hereto as **Amended Exhibit A** and is hereby incorporated by reference as if fully set forth herein.

> A Tract of Land in the East Half (E½) of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described as follows: Commencing at the Center corner of said Section 5 being a found 1/2" R-bar, CPS; thence North 00°58'22" East on the West line of the Northeast Quarter of said Section 5 a distance of 32.71 feet to the Point of Beginning being a found 5/8" R-bar, Wilson; thence continuing North 00°58'22" East on said West line a distance of 274.63 feet to a set 1/2" R-bar, CPS cap typical; thence South 87°55'29" East a distance of 694.09 feet to a set 1/2" R-bar; thence South 88°40'27" East a distance of 655.07 feet to a set 1/2" R-bar; thence North 82°17'01" East a distance of 60.70 feet to a set 1/2" R-bar; thence South 88°28'22" East a distance of 373.62 feet to a set 1/2" R-bar; thence South 15°10'31" West a distance of 20.58 feet to a found 5/8" R-bar, origin unknown; thence South 01°46'01" West on the West line of the Church of Christ Tract a distance of 309.31 feet to a found 5/8" R-bar, Wilson; thence North 88°15'24" West on the North line of the City's Walking Path Tract a distance of 424.41 feet to a found 5/8" R-bar, Wilson; thence South 84°44'07" West on said North line a distance of 84.11 feet to a found 5/8" R-bar, Wilson; thence North 87°55'09" West on said North line a distance of 1,245.54 feet to a set 1/2" R-bar; thence North 00°58'22" East a distance of 45.51 feet to a set 1/2" R-bar; thence North 88°15'09" West on said North line a distance of 20.00 feet to the Point of Beginning, containing 13.2 acres, more or less.

3. **VALUATION.** The existing assessed valuation of the real estate in the District is estimated to be $2,328.75 as of 2021, which includes a land value only due to the improvement value being $0.00.

4. **OWNERS.** The names and addresses of the owners of record of all real estate within the District are:

a. Owner/Seller Under Contract.....WVG Investments LLC
A KANSAS LIMITED LIABILITY COMPANY
1808 Van Dittie Drive
Garden City, Kansas 67846

b. Purchaser Under Contract .....Speer Construction Inc
A KANSAS FOR PROFIT CORPORATION
2345 South Old Highway 83
Garden City, Kansas 67846

5. **FACILITIES.** The District will generally consist of single-family residences. A description of the housing and public facilities project(s) that are proposed to be constructed or improved in the District, including the location thereof, is as follows and is further described in the site plan for the District, which is attached hereto as **Amended Exhibit B** and is hereby incorporated by reference as if fully set forth herein ("Conceptual Site Plan"):

a. **HOUSING FACILITIES.** The housing facilities proposed to be constructed within the District will consist of the following:

i. Thirty-seven (37) single-family residences each valued at approximately $400,000.00.

b. **PUBLIC FACILITIES.** Public improvements proposed to be constructed or improved within the District include any infrastructure improvements, together with any equipment, appurtenance, or ancillary components, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance and that are: (a) intended to be used by the general public; (b) required by the Subdivision Regulations of CITY; (c) required by the infrastructure plans; (d) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the District, including, but not limited to, electric, water, sanitary sewer, and storm sewer; or (e) required pursuant to the amended development agreement referenced in Paragraph 7, Contractual Assurances, herein, which is hereby incorporated by reference as if fully set forth herein. The amended development agreement will set out the process for title and maintenance of these public improvements to be transferred to CITY.

c. **OTHER FACILITIES.** There are currently no plans for the construction of other facilities within the District, which are those facilities that will be owned and maintained by NEW DEVELOPER and neither title nor maintenance of these facilities will be transferred to CITY.

d. **DISCLAIMER.** This Development Plan and the amended development agreement referenced in Paragraph 7, Contractual Assurances, herein may contain references to or the inclusion of one or more site plans, infrastructure plans, preliminary plats, final plats, or other construction drawings that may be in draft form or otherwise not yet stamped or signed for approval by CITY. Any such reference or inclusion shall in no way be construed as an approval of any such plan, plat, or drawing by CITY. Any such documents are subject to change until final approval.

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

a. New Developer.....Speer Construction Inc
A KANSAS FOR PROFIT CORPORATION
2345 South Old Highway 83
Garden City, Kansas 67846

7. **CONTRACTUAL ASSURANCES.** CITY has caused there to be prepared an amended development agreement and consent to assignment between CITY, ORIGINAL DEVELOPER, and NEW DEVELOPER, which is attached hereto as **Amended Exhibit D** and is hereby incorporated by reference as if fully set forth herein ("Amended Development Agreement"), including any attachments thereto. The Amended Development Agreement includes, *inter alia*, the financial obligations of NEW DEVELOPER in relation to the public improvements within the District, including, but not limited to, the

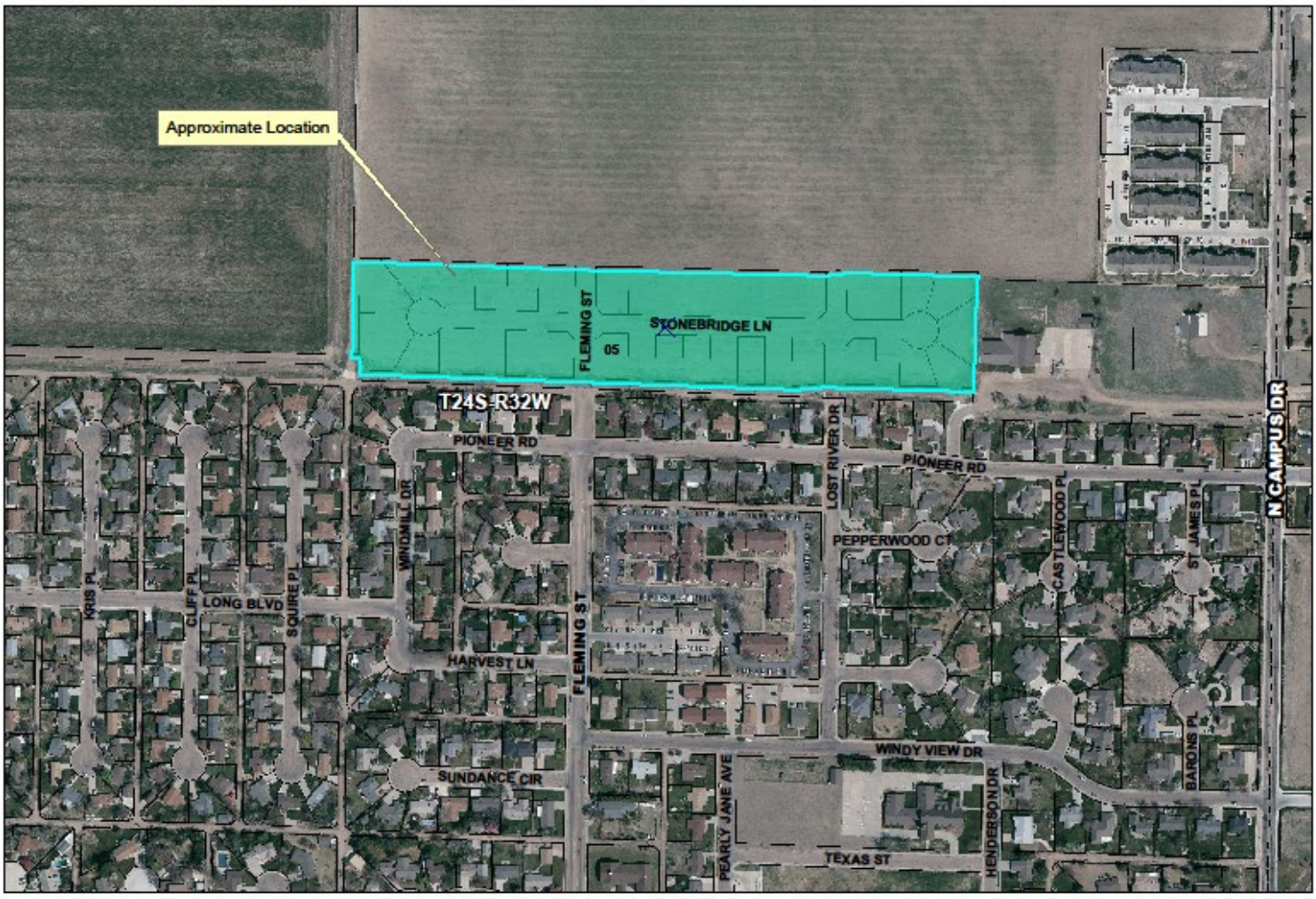
limitations on reimbursement of eligible expenses and the requirement to provide a separate performance bond and maintenance bond that each names CITY as the obligee and the NEW DEVELOPER as the principal and that otherwise complies with the Subdivision Regulations of CITY and the Amended Development Agreement. The Amended Development Agreement includes the contractual assurances, if any, the Governing Body has received from the NEW DEVELOPER, guaranteeing the financial feasibility of specific housing tax incentive projects in the District.

8. **FEASIBILITY STUDY.** CITY conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the District, pursuant to subsection (a)(7) of K.S.A. 12-5245, to determine whether the public benefits derived from the District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District, which is attached hereto as **Amended Exhibit C** and is hereby incorporated by reference as if fully set forth herein ("Feasibility Study"). The Feasibility Study estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to NEW DEVELOPER for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the eligible costs. The recuperation of eligible expenses is dependent upon fluctuations in the housing market and housing development. Any amounts contained in the Feasibility Study are subject to final assessment. Additionally, any other sources of public or private funds to be used to finance such public improvements are listed below, pursuant to subsection (a)(7) of K.S.A. 12-5245:

a. Dream First Bank .....Permanent Financing

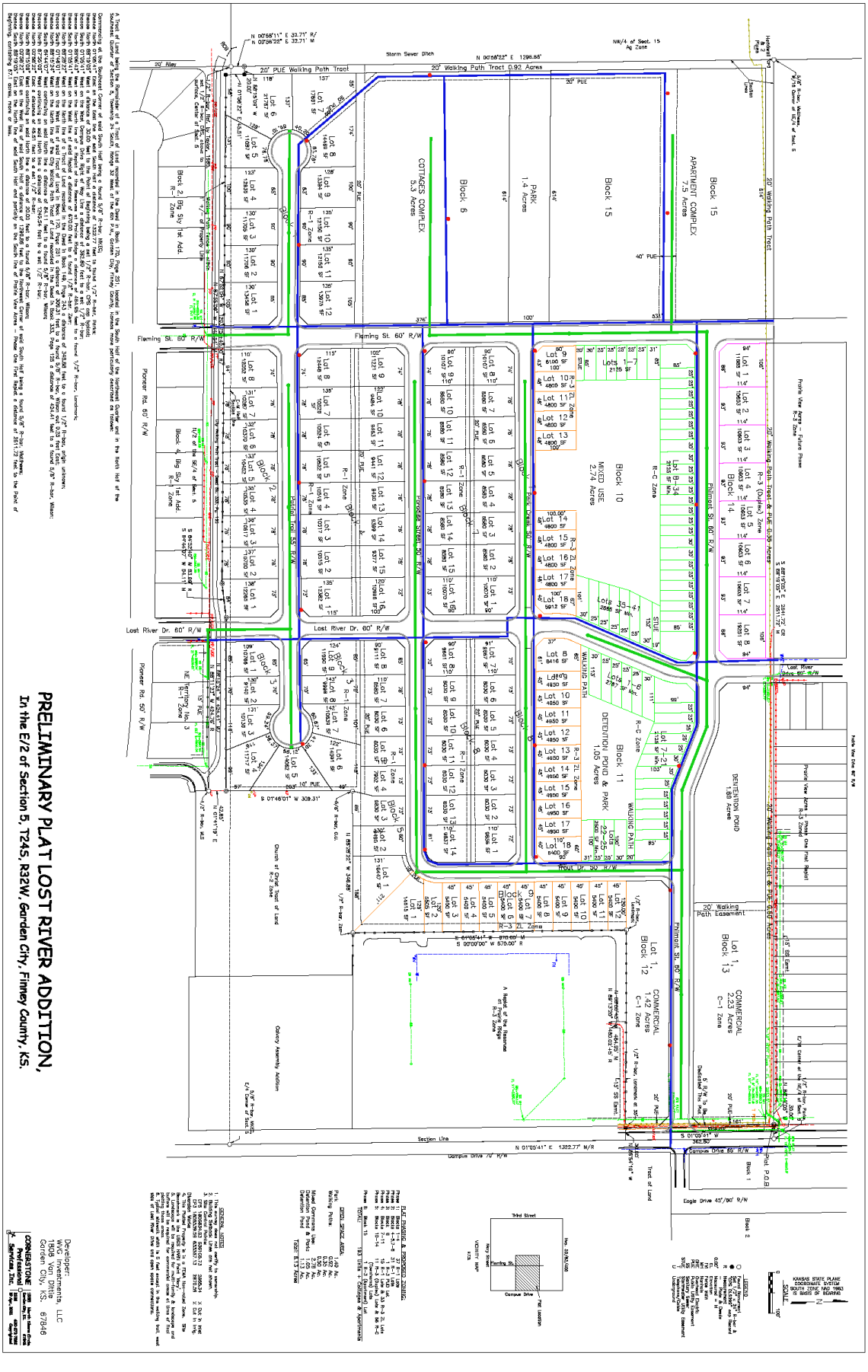
AMENDED EXHIBIT A

MAP OF THE DISTRICT



AMENDED EXHIBIT B

CONCEPTUAL SITE PLAN



AMENDED EXHIBIT C
FEASIBILITY STUDY

Cost of Infrastructure Improvements
$4,275,351.00

Total Acres	2021 Appraised (Prorated)	2021 Assessed Value (Prorated)	2021 Exemptions	2021 Tax Value (Prorated)	2021 Total Tax (Base) (Prorated)
13.2	$ 7,762.51	$ 2,328.75	$ -	$ 2,328.75	$ 398.54
	Per Acre	Per Acre		Per Acre	Per Acre
	$ 588.07	$ 176.42		$ 176.42	$ 30.19

Type	Total Number of Bldgs	Projected Price (Per Unit)	Property Class (RR)	Total Assessed Value (Per Unit)	Exemp.	Total Taxable Value (Per Unit)	Mill Levy	Annual Estimated Tax (Per Unit)
Single-Family	37	$ 400,000.00	11.5%	$ 46,000.00	$ -	$ 46,000.00	0.160033	$ 7,361.52

RECUPERATION ESTIMATES

YEAR BUILT	NEW UNITS BLDGS	TOTAL BLDGS	TOTAL VALUE (Cumulative Units)	PROPERTY CLASS	TOTAL ASSESSED VALUE (Cumulative Units)	EXEMP.	TOTAL TAXABLE VALUE (Cumulative Units)	MILL LEVY (Prorated)	TOTAL TAX REVENUE (Cumulative Units)	INCREMENT (Total Tax Revenue minus Base)	PLAN YEAR	PROJECTED RHID REVENUE (Cumulative Sum)
2021	0	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	n/a
2022	0	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2	n/a
2023	0	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3	n/a
2024	0	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	4	n/a
2025	6	6	$ 2,400,000.00	11.5%	$ 276,000.00	$ -	$ 276,000.00	0.160033	$ 44,169.11	$ 43,770.57	5	$ 43,770.57
2026	6	12	$ 4,800,000.00	11.5%	$ 552,000.00	$ -	$ 552,000.00	0.160033	$ 88,338.22	$ 87,939.68	6	$ 131,710.25
2027	6	18	$ 7,200,000.00	11.5%	$ 828,000.00	$ -	$ 828,000.00	0.160033	$ 132,507.32	$ 132,108.79	7	$ 263,819.04
2028	6	24	$ 9,600,000.00	11.5%	$ 1,104,000.00	$ -	$ 1,104,000.00	0.160033	$ 176,676.43	$ 176,277.89	8	$ 440,096.93
2029	6	30	$ 12,000,000.00	11.5%	$ 1,380,000.00	$ -	$ 1,380,000.00	0.160033	$ 220,845.54	$ 220,447.00	9	$ 660,543.93
2030	6	36	$ 14,400,000.00	11.5%	$ 1,656,000.00	$ -	$ 1,656,000.00	0.160033	$ 265,014.65	$ 264,616.11	10	$ 925,160.04
2031	1	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	11	$ 1,197,137.67
2032	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	12	$ 1,469,115.30
2033	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	13	$ 1,741,092.93
2034	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	14	$ 2,013,070.56
2035	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	15	$ 2,285,048.18
2036	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	16	$ 2,557,025.81
2037	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	17	$ 2,829,003.44
2038	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	18	$ 3,100,981.07
2039	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	19	$ 3,372,958.70
2040	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	20	$ 3,644,936.33
2041	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	21	$ 3,916,913.95
2042	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	22	$ 4,188,891.58
2043	**0**	**37**	**$ 14,800,000.00**	**11.5%**	**$ 1,702,000.00**	**$ -**	**$ 1,702,000.00**	**0.160033**	**$ 272,376.17**	**$ 271,977.63**	**23**	**$ 4,460,869.21**
2044	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	24	$ 4,732,846.84
2045	0	37	$ 14,800,000.00	11.5%	$ 1,702,000.00	$ -	$ 1,702,000.00	0.160033	$ 272,376.17	$ 271,977.63	25	$ 5,004,824.47

AMENDED EXHIBIT D

AMENDED THREE-PARTY DEVELOPMENT AGREEMENT AND CONSENT TO ASSIGNMENT LOST RIVER ADDITION – PHASE ONE

THIS AMENDED THREE-PARTY DEVELOPMENT AGREEMENT AND CONSENT TO ASSIGNMENT ("Amended Development Agreement") is entered into this _____ day of _____, 2024, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), **WVG INVESTMENTS LLC**, a Kansas limited liability company ("ASSIGNOR"), **SPEER CONSTRUCTION INC**, a Kansas for profit corporation ("DEVELOPER"), with each referred to herein as a "Party" and together collectively referred to as the "Parties".

R E C I T A L S

A. CITY is a city of the first class situated in Finney County, Kansas that is incorporated in accordance with the laws of the State of Kansas and that has a population of less than 60,000.

B. CITY operates and maintains a system of public infrastructure and facilities for the travel of vehicles and pedestrians and the operation of public and private utilities within the corporate limits of Garden City, Kansas.

C. CITY utilizes a program pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. that is designed to encourage the development of housing within Garden City, Kansas by providing a procedure for developers to recoup eligible expenses related to the implementation of the housing development.

D. The Governing Body of CITY previously adopted a development plan for the development of housing and public facilities in the Lost River Addition – Phase One Rural Housing Incentive District within the corporate limits of Garden City, Kansas on June 15, 2021 pursuant to the Kansas Rural Housing Incentive District Act, K.S.A. 12-5241 et seq., which was subsequently amended in name to the Kansas Reinvestment Housing Incentive District Act (for purposes of these recitals only "Original Development Plan").

E. CITY and ASSIGNOR entered into a development agreement in support of the Original Development Plan on June 15, 2021 (for purposes of these recitals only "Original Development Agreement").

F. ASSIGNOR is under contract to sell the real estate that is subject to the Original Development Plan and Original Development Agreement to DEVELOPER and, therefore, desires to assign all rights and obligations in relation to the Original Development Plan and the Original Development Agreement to DEVELOPER.

G. DEVELOPER intends to develop the property into single-family residences.

H. DEVELOPER desires to participate in the housing incentive program for this phase of the housing development in order to recoup a portion of its eligible expenses related to the implementation of this phase, subject to the terms and conditions of this Amended Development Agreement.

I. In addition thereto, DEVELOPER desires to revise the costs that are eligible for reimbursement pursuant to the Original Development Plan and the Original Development Agreement and, further, desires to extend the duration of the district to the maximum extent permitted by law in order to allow the greatest duration of time for DEVELOPER to recoup its eligible costs.

J. CITY desires to allow DEVELOPER to participate in the housing incentive program for this phase of the development in order to encourage the development of housing within Garden City, Kansas and in exchange for DEVELOPER agreeing to construct and install certain infrastructure improvements, to adhere to a certain procedure for the recoupment of eligible expenses, to comply with the Code of Ordinances of the City of Garden City, Kansas and any regulations, rules, policies, and specifications of CITY, to comply with certain supplemental provisions of such code, regulations, rules, policies, and specifications, and to otherwise be subject to the terms and conditions of this Amended Development Agreement.

K. CITY further desires to allow the proposed assignment, revisions, and extension in order to promote the development of residential housing within the corporate limits of Garden City, Kansas because there still exists a persistent shortage of quality housing available in the city and this housing shortage continues to present a substantial deterrent to future economic growth and development and, further, to impose new terms and conditions with respect to the most current development policies and subdivision regulations.

L. The Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq., permits modification of a development plan without having to undergo the same procedure for public notice and hearing as required for the initial establishment of the district, but only in the event that the modifications neither result in the addition of area to the district nor a substantial change to the development plan.

M. Notwithstanding that the assignment, revisions, and extension proposed by ASSIGNOR, DEVELOPER, and CITY do not constitute a substantial change to the Original Development Plan, CITY desires to undergo such public notice and hearing procedure for the sole purpose of informing the public and taxing subdivisions of such assignment, revisions, and extensions.

N. The Original Development Agreement authorizes modifications that are in writing and signed by the authorized agents of CITY and ASSIGNOR, pursuant to Paragraph 5.12 thereof.

O. The Original Development Agreement authorizes assignments occurring prior to the substantial completion of the development project, which is defined by the Original Development Agreement as “quality single family residences”, upon prior written approval of CITY, pursuant to subparagraph (c) of Paragraph 5.4 thereof.

P. CITY, ASSIGNOR, and DEVELOPER desire to replace the Original Development Agreement in its entirety by entering into this Amended Development Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the development of said phase in relation to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual promises, covenants, and payments hereinafter set out, the Parties agree as follows:

1. **GENERAL DEFINITIONS.** As used in this Amended Development Agreement, the following words and phrases shall have the meaning respectively ascribed to them in this paragraph, unless otherwise described in this Amended Development Agreement:

   a. **Act** means the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. This definition shall also apply to the term “Rural Housing Incentive District Act”.

b. **Code** means the Code of Ordinances of the City of Garden City, Kansas.

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

d. **Reinvestment Housing Incentive District** means a reinvestment housing incentive district pursuant to the Act. This definition shall also apply to the term "Rural Housing Incentive District".

f. **Subdivision Regulations** means the Subdivision Regulations of the City of Garden City, Kansas.

g. **Substantial Completion** means the stage in the progress of the Public Improvements or Private Improvements when the work or designated portions thereof is sufficiently complete in accordance with the Infrastructure Plans or Electrical Plans, excepting all punch list items so that such infrastructure can be occupied or utilized for its intended purposes.

2. **PROPERTY.** The real property subject to this Amended Development Agreement is generally located along the North boundary line of the Pioneer Trail (Northeast Territory Addition), near the North ends of Fleming Street and Lost River Drive, in Garden City, Finney County, Kansas and is more particularly described as follows:

A Tract of Land in the East Half (E½) of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described as follows: Commencing at the Center corner of said Section 5 being a found 1/2" R-bar, CPS; thence North 00°58'22" East on the West line of the Northeast Quarter of said Section 5 a distance of 32.71 feet to the Point of Beginning being a found 5/8" R-bar, Wilson; thence continuing North 00°58'22" East on said West line a distance of 274.63 feet to a set 1/2" R-bar, CPS cap typical; thence South 87°55'29" East a distance of 694.09 feet to a set 1/2" R-bar; thence South 88°40'27" East a distance of 655.07 feet to a set 1/2" R-bar; thence North 82°17'01" East a distance of 60.70 feet to a set 1/2" R-bar; thence South 88°28'22" East a distance of 373.62 feet to a set 1/2" R-bar; thence South 15°10'31" West a distance of 20.58 feet to a found 5/8" R-bar, origin unknown; thence South 01°46'01" West on the West line of the Church of Christ Tract a distance of 309.31 feet to a found 5/8" R-bar, Wilson; thence North 88°15'24" West on the North line of the City's Walking Path Tract a distance of 424.41 feet to a found 5/8" R-bar, Wilson; thence South 84°44'07" West on said North line a distance of 84.11 feet to a found 5/8" R-bar, Wilson; thence North 87°55'09" West on said North line a distance of 1,245.54 feet to a set 1/2" R-bar; thence North 00°58'22" East a distance of 45.51 feet to a set 1/2" R-bar; thence North 88°15'09" West on said North line a distance of 20.00 feet to the Point of Beginning, containing 13.2 acres, more or less ("Property").

3. **FORMATION OF INCENTIVE DISTRICT.**

a. **ORIGINAL DISTRICT.** On October 16, 2012, the Governing Body passed and approved Resolution No. 2506-2012 naming the Northeast Territory Addition as a proposed Rural Housing Incentive District ("Resolution of Required Findings"). A certified copy of the Resolution of Required Findings was thereafter sent to the Secretary of

Commerce of the State of Kansas ("Secretary") for review and advisement pursuant to subsection (c) of K.S.A. 12-5244. On November 27, 2012, the Secretary advised the Governing Body in writing that the Secretary agreed with each of the findings contained in the Resolution of Required Findings, which thereby authorized the Governing Body to proceed with the establishment of Rural Housing Incentive Districts within the Northeast Territory Addition. On May 4, 2021, the Governing Body passed and approved Resolution No. 2876-2021 that, inter alia, provided notice that a public hearing was to be held on June 15, 2021 at 2:00 p.m. in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, wherein the Governing Body was to consider the designation of the Property as a Rural Housing Incentive District and to consider the adoption of a plan for the development of housing and public facilities within the Property ("Public Hearing Resolution"). A public hearing was held on June 15, 2021 and, upon and considering the information and public comments received at said hearing, the Governing Body passed and approved Ordinance No. 2902-2021 with an effective date of June 19, 2021 ("Original RHID Ordinance"). The Original RHID Ordinance established the Property as a Rural Housing Incentive District to go by the name of Lost River Addition – Phase One ("District") and adopted a plan for the development of housing and public facilities within the District ("Original Development Plan"). CITY and ASSIGNOR entered into a development agreement in support of the Original Development Plan on June 15, 2021 ("Original Development Agreement"). Each resolution and ordinance referenced by this subparagraph, including all exhibits thereto, are hereby incorporated by reference as if fully set forth herein.

b. **AMENDMENT.** On June 4, 2024, the Governing Body passed and approved Resolution No. 3113-2024 that, inter alia, provided notice that a public hearing was to be held on July 16, 2024 at 1:15 p.m. in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, wherein the Governing Body was to consider the continued designation of the District as a Reinvestment Housing Incentive District and to consider the adoption of an amended plan for the development of housing and public facilities within the District ("Second Public Hearing Resolution"). A public hearing was held on July 16, 2024 and, upon and considering the information and public comments received at said hearing, the Governing Body passed and approved Ordinance No. _____-2024 ("Amended RHID Ordinance"). The Amended RHID Ordinance continued the establishment of the District as a Reinvestment Housing Incentive District and adopted an amended plan, to which this Amended Development Agreement is an exhibit, for the development of housing and public facilities within the District ("Amended Development Plan"). Each resolution and ordinance referenced by this subparagraph, including all exhibits thereto, are hereby incorporated by reference as if fully set forth herein.

c. **NO ADMISSION.** Nothing contained in this Amended Development Agreement or the Resolution of Required Findings, the Public Hearing Resolution, the Second Public Hearing Resolution, the proceedings of any public hearings, the Original RHID Ordinance, or the Amended RHID Ordinance, including all exhibits thereto, shall constitute or be treated as an admission by CITY that the assignment, revisions, and extension proposed by ASSIGNOR, DEVELOPER, or CITY or any other term and condition of this Amended Development Agreement constitute a substantial change to the Original Development Plan.

4. **COMPLIANCE WITH THE ACT.** DEVELOPER and ASSIGNOR acknowledges and agrees that it has been provided with an adequate opportunity to review the terms and conditions of this Amended Development Agreement and the Resolution of Required Findings, the Public Hearing Resolution, the Second Public Hearing Resolution, the proceedings of any public hearing, the Original RHID Ordinance, and the Amended RHID Ordinance, including all exhibits thereto. DEVELOPER, ASSIGNOR, and CITY acknowledge and agree that each such agreement, resolution, and ordinance, including all proceedings and exhibits thereto, are in compliance with the Act.

5. **CONCEPTUAL SITE PLAN; MATERIAL CHANGE.** DEVELOPER submitted to CITY, and CITY has approved, a certain conceptual site plan depicting the conceptual program for the construction of the Housing Facilities, Public Improvements, and Private Improvements, which is attached as **Amended Exhibit B to the Amended Development Plan** to which this Amended Development Agreement is an exhibit ("Conceptual Site Plan"). The Conceptual Site Plan is hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Conceptual Site Plan that would constitute a Material Change unless: (a) DEVELOPER has provided written notification of such material change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented in writing to such material change. CITY shall not unreasonably withhold any such consent. For the purposes of this paragraph, the term "Material Change" shall mean any change to the Conceptual Site Plan that: (i) significantly affects the nature of the Public Improvements; (ii) significantly affects the number of Housing Facilities; or (iii) results in an increase or decrease to the cost of the Public Improvements or Private Improvements in the amount of twenty-five thousand dollars ($25,000) or more.

6. **DESIGN CRITERIA.** Any plan, drawing, or other document that is referenced in Sections 70-2:1.060 or 70-2:7.130 of the Subdivisions Regulations and that is related to the Public Improvements, Private Improvements, or Housing Facilities, including, but not limited to, any construction plans, shall conform with the following:

a. **COMPLIANCE WITH ORDINANCES, LAWS, & REGULATIONS.** DEVELOPER shall be responsible to have the Public Improvements and Private Improvements designed in conformity with all applicable local, state, and federal ordinances, laws, and regulations and any design criteria appropriate for the project, including, but not limited to, the following:

   i. General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Amended Development Agreement;

   ii. Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Amended Development Agreement;

   iii. Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Amended Development Agreement;

   iv. Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the to the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160;

v. Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190;

vi. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Amended Development Agreement unless application of the current version is required by law;

vii. Public Rights-of-Way Accessibility Guidelines (PROWAG) of the United States Access Board, as the same is in effect as of the Effective Date of this Amended Development Agreement unless application of the current version is required by law;

viii. Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Administration, as the same is in effect as of the Effective Date of this Amended Development Agreement unless application of the current version is required by law;

ix. Minimum Design Standards for Public Water Supply of the Kansas Department of Health and Environment ("KDHE"), as the same is in effect as of the Effective Date of this Amended Development Agreement unless application of the current version is required by law;

x. Minimum Standards of Design for Water Pollution of the KDHE, as the same is in effect as of the Effective Date of this Amended Development Agreement unless application of the current version is required by law; and

xi. Any standard engineering practices.

b. **RESPONSIBILITY FOR THE ADEQUACY OF DESIGN.** DEVELOPER shall be responsible for, and shall require any design professional retained thereby to be responsible for, the adequacy and accuracy of any such plans, drawings, and documents. Any review of such plans, drawings, or documents performed by CITY, including any of its employees, consultants, or agents, is not intended to be and shall not be construed as CITY undertaking or otherwise assuming any duty of DEVELOPER or its design professional to provide adequate and accurate plans, drawings, and documents pursuant to this subparagraph or to ensure that any such plans, drawings, and documents conform with all applicable ordinances, laws, and regulations and any design criteria pursuant to Subparagraph (a) of this paragraph, Compliance with Ordinances, Laws, & Regulations, herein. CITY, and any of its employees, consultants, and agents, make no representation, express warranty, or implied warranty to any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity concerning the adequacy or accuracy of any such plans, drawings, or documents or any other work performed by any design professional of DEVELOPER. In the event that CITY, or any of its employees, consultants, or agents, reviews or approves any such plan, drawing, or document that does not conform with Subparagraphs (a) or (b), Compliance with Ordinances, Laws, & Regulations and Responsibility for the

Adequacy of Design, respectively, herein, any such review or approval shall not constitute a waiver by CITY of any requirement under such subparagraphs, unless expressly waived in writing by CITY. Nothing in this Amended Development Agreement shall limit any immunity or rights of CITY under the Kansas Torts Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Amended Development Agreement. The provisions of this paragraph shall survive any termination or expiration of this Amended Development Agreement.

7. **INSPECTION OF DOCUMENTS.** Upon request by CITY, DEVELOPER and ASSIGNOR, shall respectively allow CITY and any of its employees, contractors, and agents to inspect, upon request, all architectural, engineering, demolition, construction, and other contracts and documents pertaining to the construction of the Public Improvements, Private Improvements, and Housing Facilities as CITY determines is reasonable and necessary to verify the compliance of DEVELOPER and ASSIGNOR with the terms of this Amended Development Agreement.

8. **INFRASTRUCTURE PLANS.** DEVELOPER and ASSIGNOR have submitted to CITY for review a certain set of infrastructure plans, prepared by a licensed professional engineer, specifying the plans and specifications for the Public Improvements and Private Improvements and, upon stamping or signed approval by CITY, the final version of such plans shall be binding upon DEVELOPER ("Infrastructure Plans"). The Infrastructure Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Infrastructure Plans that would constitute any change to any Public Improvement or Private Improvement as shown on the Infrastructure Plans unless: (a) DEVELOPER has provided written notification of such change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented to such change by stamping or approving by signature an amendment to the affected portion of the Infrastructure Plans.

9. **ELECTRICAL PLANS.** CITY has approved a certain set of electrical plans, prepared by the Electric Division of the Public Works & Utilities Department of CITY, specifying the plans and specifications for the Public Improvements relating to the provision of electrical service to the District by the municipal electric distribution system of CITY, which are attached hereto as

Amended Exhibit 1 ("Electrical Plans"). The Electrical Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in that would interfere, obstruct, or change any Public Improvement as shown on the Electrical Plans.

10. **EROSION CONTROL.** The Parties agree that any erosion control in support of the District shall be conducted as set forth in this paragraph.

a. **OBTAINING PLAN & PERMIT.** Prior to the commencement of construction of any Public Improvements or Private Improvements, DEVELOPER shall: (a) obtain approval from the Kansas Department of Health and Environment ("KDHE") for Stormwater Pollution Prevention Plan ("SWP2 Plan"); and (b) obtain an authorization to discharge stormwater runoff from KDHE pursuant to an approved Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities under the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit ("Authorization to Discharge").

b. **MAINTAINING PLAN & PERMIT.** DEVELOPER shall ensure that the SWP2 Plan and the Authorization to Discharge that are issued to DEVELOPER pursuant to Subparagraph (a) of this paragraph remain active and valid prior to and during construction of the Public Improvements and Private Improvements. DEVELOPER shall amend the SWP2 Plan as necessary to comply with any requirements of KDHE prior to and during construction of any Public Improvements or Private Improvements.

c. **IMPLEMENTING PLAN & PERMIT.** Prior to and during construction of the Public Improvements and Private Improvements, DEVELOPER shall comply with any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit, the SWP2 Plan, the Authorization to Discharge, and any other requirements of the KDHE, including, but not limited to, implementing and maintaining any Best Management Practices ("BMP's") on or along any areas of the District, except as may be made the responsibility of CITY pursuant to Subparagraph vii of Paragraph 14, Public Improvements, herein. DEVELOPER shall be responsible for any repairs to the erosion control measures, pursuant to the SWP2 Plan, that are put in place by DEVELOPER and that are necessary for the installation of any Public Improvements or Private Improvements.

11. **ACQUISITION OF PROPERTY INTERESTS AND PERMITS.** DEVELOPER shall be responsible for acquiring property interests and permits for the location or construction of the Public Improvements and Private Improvements as set forth in this paragraph.

a. **ACQUISITION OF EASEMENTS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any right-of-way, easement, or other property interest that is required by CITY for the location or construction of any Public Improvement or Private Improvement. The costs of any such acquisition shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such property interests.

b. **PERMITS**. DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any permit that is required by CITY for the construction of any Public Improvement or Private Improvement. The costs of any such permit shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such permit and CITY shall not unreasonably withhold the granting of any such permit.

12. **INSURANCE.** The Parties acknowledge and agree that DEVELOPER shall, at its own cost, secure, file, and maintain insurance coverage in relation to Public Improvements and Private Improvements as set forth in this Paragraph.

a. **COVERAGE REQUIREMENTS.** The insurance coverage required of DEVELOPER shall be as follows and shall herein be collectively referred to as "Insurance Coverage":

i. **BUILDER'S RISK INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for builder's risk insurance coverage. Any such insurance shall be in builder's risk completed value

form, including coverage available on the so-called "all-risk" non-reporting form of policy, for an amount equal to one hundred percent (100%) of the insurable replacement value of the Public Improvements and Private Improvements as of the date of completion. Any such insurance shall contain an agreement for the insurer to give not less than thirty (30) days advance written notice to CITY in the event of cancellation of such policy or change affecting the coverage thereunder. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of "Best's Insurance Reports" published by A.M. Best Company, Inc., and is otherwise acceptable to CITY. Any such insurance shall name "The City of Garden City, Kansas" as an additional insured.

li. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for comprehensive general liability insurance coverage, together with an owner's contractor's policy, including contractual liability insurance, bodily injury, and property damage insurance coverage, in an amount not less $1,000,000.00 per occurrence and $2,000,000.00 in aggregate. Any such insurance shall cover all operations of DEVELOPER and any of its contractors and subcontractors performing the work in relation to the Public Improvements and Private Improvements, including, but not limited to, any completed operations. The coverage limits of any such insurance may be met by securing and filing an umbrella/excess liability insurance policy. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of "Best's Insurance Reports" published by A.M. Best Company, Inc., and is otherwise acceptable to CITY. Any such insurance shall name "The City of Garden City, Kansas" as an additional insured.

iii. **WORKERS COMPENSATION INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for workers compensation coverage for each and every employee of DEVELOPER and any of its contractors who perform work in relation to the Public Improvements and Private Improvements. The policy for any such insurance coverage shall be in accordance with the laws of the State of Kansas.

b. **DURATION OF COVERAGE.** DEVELOPER shall maintain the Insurance Coverage in full force and effect for the duration of the construction of the Public Improvements and Private Improvements. DEVELOPER shall ensure that the Insurance Coverage continues to comply with all provisions of this paragraph for the duration of the construction of the Public Improvements and Private Improvements.

c. **CONTROLLING TERMS AND CONDITIONS.** The Insurance Coverage shall be subject to the approval of CITY, in its sole discretion, and CITY may require any additional terms and conditions that it deems necessary to protect its interests and may require the removal of any terms or conditions that it deems against its interests.

d. **PERIODIC PROOF OF PREMIUM PAYMENTS.** At the request of CITY, DEVELOPER shall furnish CITY with proof of payment of any premiums for the Insurance Coverage.

e. **CONTRACTOR PURCHASED INSURANCE.** DEVELOPER may satisfy the Insurance Coverage by filing a certificate of insurance that has been secured by one of its contractors, but only upon the condition that any such insurance complies with each and every applicable provision of this paragraph. Notwithstanding the foregoing, the Insurance Coverage secured by a contractor of DEVELOPER pursuant to this subparagraph shall only be required to be maintained for the duration of such contractor's work on the Public Improvements or Private Improvements, as the case may be, and, in the event that such contractor's work is completed prior to completion of such work, DEVELOPER shall secure and file Insurance Coverage that is effective as of the date that the contractor's insurance is terminated.

f. **REIMBURSEMENT AS PROJECT COSTS.** The costs of any the Insurance Coverage shall be subject to reimbursement as Project Costs, except for any amounts paid by a contractor as set forth in Subparagraph (e) of this paragraph.

13. **SUBDIVISION REGULATIONS NOT AFFECTED.** The provisions of the Subdivision Regulations shall remain in effect and shall apply to the District, notwithstanding this Amended Development Agreement, unless any such provision is expressly amended, changed, deleted, added to, or supplemented by this Amended Development Agreement. DEVELOPER shall comply with the Subdivision Regulations, subject to any such amendment, change, deletion, addition, or supplementation. Nothing in this Amended Development Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to enforce any provision of the Subdivision Regulations that is not expressly amended, changed, deleted, added to, or supplemented in this Amended Development Agreement.

14. **PUBLIC IMPROVEMENTS.** This paragraph shall govern the public infrastructure improvements that are intended to support the Housing Facilities and that are subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Any such public infrastructure improvements shall be collectively referred to herein as "Public Improvements" or "Public Improvement". Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Amended Development Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Amended Development Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

a. **SPECIFIC PUBLIC IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Public Improvements:

i. **SANITARY SEWER.**

A. **INFRASTRUCTURE.** DEVELOPER shall install all eight-inch (8") sewer mains required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. In addition thereto, DEVELOPER shall install all service lines required by the Infrastructure Plans, which run from the

sewer main to the boundary line of each lot or parcel of land within the District that is to be connected to the municipal sanitary sewer collection system of CITY. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. Any such infrastructure shall comply with Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Amended Development Agreement. DEVELOPER shall conduct mandrel testing on the sewer mains as required by CITY. Upon the completion of such testing, CITY will conduct a CCTV sewer inspection of the sewer mains to ensure proper installation. DEVELOPER shall remove any debris and make any necessary repairs to sewer mains that are identified by CITY following the conclusion of the CCTV sewer inspection.

C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for sanitary sewer at the time that building permits are issued for construction of the Housing Facilities.

ii. **WATER.**

A. **INFRASTRUCTURE.** DEVELOPER shall install eight-inch (8") water mains, including any looping, required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall meet any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. If necessary, CITY shall be responsible for any cost differential in regards to the water mains. Any such infrastructure shall comply with Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Amended Development Agreement.

C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for water at the time that building permits are issued for construction of the Housing Facilities.

iii. **ELECTRIC.**

A. **INFRASTRUCTURE.** CITY shall install any infrastructure and equipment, together with any appurtenance or ancillary component related thereto, that is required to expand the municipal electric distribution system of CITY to the District pursuant to the Electrical Plans, subject to the election of DEVELOPER to self-install such infrastructure as set forth in subparagraph (C) of this subparagraph. CITY shall have no obligation to install such infrastructure until such time that: (1) DEVELOPER submits a certification that the District is within six inches (6") of the final grade; and (2) DEVELOPER has identified all boundary lines for each lot or tract of land that is designated for the installation of such infrastructure by the Electrical Plans. DEVELOPER shall furnish and

install any underground conduit for any service line that is required by the Electrical Plans, but only for those portions running from the power source of CITY to any structures within the District. The size of any such conduit shall be determined in the sole discretion of the Director of Public Works & Utilities of CITY, or any designee thereof. CITY shall provide all wire for any service line that is required by the Electrical Plans and, further, shall install any such service lines from the power source of CITY to any structures within the District. In the event that DEVELOPER desires temporary power for construction activities, DEVELOPER shall be responsible for setting all temporary pedestals and to provide any wiring necessary to connect to the power source of CITY and, as such, CITY shall have no obligation to provide any of the same. Any such infrastructure shall be installed at the locations designated in the Electrical Plans.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** DEVELOPER shall be responsible for the mounting of any meter sockets to any structures within the District. CITY shall provide the necessary meter sockets to DEVELOPER after the electrical permit has been issued by the Neighborhood & Development Services department of CITY.

C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be $278,937.64. DEVELOPER shall pay this amount, in total, at the time that the first building permit is issued for construction of the Housing Facilities. In the event that the actual cost of such infrastructure exceeds the amount paid by DEVELOPER as an advance payment of estimated cost, DEVELOPER shall pay CITY for the difference in such cost. In the event that the actual cost of such infrastructure is less than the amount paid by DEVELOPER as an advance payment of estimated cost, CITY shall refund DEVELOPER for the difference in such cost. In the event that DEVELOPER elects to self-install such infrastructure, the estimated cost to be paid by DEVELOPER shall be reduced by $57,590.00 and all terms and conditions applying to such infrastructure installed by CITY shall apply to any such infrastructure installed by DEVELOPER.

iv. **STREET LIGHTS.**

A. **INFRASTRUCTURE.** CITY shall install seven (7) street lights, together with any appurtenance or ancillary component related thereto, subject to the election of DEVELOPER to self-install such infrastructure as set forth in subparagraph (C) of this subparagraph. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans, in the Electrical Plans, or by the Director of Public Works & Utilities of CITY, or any designee thereof.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street lights to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, DEVELOPER shall pay to CITY the cost to replace any street light that is in need of replacement due to any damage or theft. From

and after the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, CITY hall be responsible for the replacement of any street lights that are in need of replacement due to any damage or theft.

C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be $17,190.04. DEVELOPER shall this amount, in total, at the time that a permit is issued for construction. In the event that DEVELOPER elects to self-install such infrastructure, the estimated cost to be paid by DEVELOPER shall be reduced by $5,775.00 and all terms and conditions applying to such infrastructure installed by CITY shall apply to any such infrastructure installed by DEVELOPER.

v. **SIDEWALKS.**

A. **INFRASTRUCTURE.** DEVELOPER shall construct, as required by CITY, any and all of the following pedestrian infrastructure that is required by the Subdivision Regulations or otherwise required by the City Engineer: (a) sidewalk ramps and landings; (b) sidewalks not located along platted streets; (c) sidewalks located along platted streets; and (d) sidewalks located along all platted tracts.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Amended Development Agreement unless application of the current version is required by law. DEVELOPER shall construct any such sidewalks, ramp, and landings prior to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Notwithstanding the foregoing, DEVELOPER shall have the option to construct the sidewalks located along platted streets as a condition of any building permit issued for construction of the Housing Facilities.

C. **PAYMENT REQUIRED.** **[THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]**

vi. **STREET SIGNS.**

A. **INFRASTRUCTURE.** CITY shall order and install street name signs for the public streets within the District.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street signs to the time that the one-year maintenance period of the maintenance bond has expired, DEVELOPER shall pay to CITY the cost to replace any street sign that is in need of replacement due to any damage or theft. From and after the time that the one-year maintenance period of the maintenance bond has expired, CITY hall be responsible for the replacement of any street signs that are in need of replacement due to any damage or theft.

C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be $1,400.00, which is calculated at $280.00 per installation. DEVELOPER shall this amount, in total, at the time that a permit is issued for construction.

vii. **STORM WATER DRAINAGE & EROSION CONTROL.**

A. **INFRASTRUCTURE.** DEVELOPER shall construct, reconstruct, or install any stormwater drainage and erosion control infrastructure and improvements required by: (1) Paragraph 10, Erosion Control, herein; (2) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the to the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160; and (3) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190. Any such infrastructure improvements shall be considered as Public Improvements only to the extent that CITY expressly agrees to maintain such infrastructure improvements.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with: (1) any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit; (2) the SWP2 Plan; (3) the Authorization to Discharge; (3) any other requirements of the KDHE, including, but not limited to, implementing and maintaining any BMP's on or along any areas of the District; (4) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the to the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160, as the same is in effect as of the Effective Date of this Amended Development Agreement; and (5) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190, as the same is in effect as of the Effective Date of this Amended Development Agreement.

C. **PAYMENT REQUIRED.** **[THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]**

viii. **PARKS, OPEN SPACE, AND RECREATION AREAS.**

A. **INFRASTRUCTURE.** DEVELOPER shall construct, reconstruct, or install the solid surface pedestrian way required by the Infrastructure Plans on Tract A of the final plat of the District. The pedestrian way shall run for the entire length of Tract A from the north boundary line thereof to the south boundary line thereof. DEVELOPER shall ensure that the pedestrian way is constructed, reconstructed, or installed in a manner that connects it to: (1) any pedestrian

way that may be constructed or installed as part of the future development of the real property immediately adjacent to the north boundary line of Tract A; and (2) the existing pedestrian way system known as Pioneer Trail that connects perpendicularly to Tract A at the south boundary line of Tract A, even if such connection requires the construction, reconstruction, or installation to occur outside the boundaries of Tract A. The pedestrian way shall be constructed, reconstructed, or installed of like-kind materials to that of the existing pedestrian way system known as Pioneer Trail.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS. [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]**

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with any additional requirements or specifications of the City Engineer and the Director of Public Works & Utilities of CITY. Any such infrastructure shall comply with each of the following, as the same is in effect as of the Effective Date of this Amended Development Agreement: (1) any specifications for a sidewalk as required by the General Improvements Handbook of CITY; (2) the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board; and (3) and any applicable provisions of any code, ordinance, regulation, or statute of any local, state, or federal government, or agency thereof, relating to sidewalks, including, but not limited to, the Code, the International Building Code as incorporated by reference by CITY, and any federal statute, regulation, or guideline relating to the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (2018), and amendments thereto.

C. **PAYMENT REQUIRED. [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]**

b. **CATCH-ALL.** DEVELOPER shall construct, reconstruct, or install any additional or different infrastructure improvements, together with any equipment, appurtenance, or ancillary component, that is not otherwise specified in this paragraph, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and that is: (1) intended to be used for the use and enjoyment of the general public; (2) required by CITY pursuant to the Subdivision Regulations; (3) required by CITY to accomplish the purpose of the Infrastructure Plans; or (4) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the District, including, but not limited to, electric, water, sanitary sewer, and storm sewer.

c. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Public Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Amended Development Agreement.

d. **COSTS.** The costs associated with the construction of the Public Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs, regardless of payor, shall be subject to reimbursement as Project Costs.

e. **CONSTRUCTION COMPLIANCE.** The Public Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Amended Development Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Amended Development Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Public Improvement. Any Public Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

15. **PRIVATE IMPROVEMENTS.** This paragraph shall govern the private infrastructure improvements that are intended to support the Housing Facilities, are not subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and are not designated as Public Improvements pursuant to Paragraph 14, Public Improvements, herein. Any such private infrastructure improvements shall be collectively referred to herein as “Private Improvements” or “Private Improvement”. Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Amended Development Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Amended Development Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

a. **SPECIFIC PRIVATE IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Private Improvements:

   i. **PARKS, OPEN SPACE, AND RECREATION AREAS.** DEVELOPER shall pay to CITY a fee of $7,400.00 pursuant to the cash-in-lieu of land provisions of Section 70-2:9.130.F of the Subdivision Regulations (“Cash-in-Lieu Payment”).

b. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Private Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Amended Development Agreement.

c. **COSTS.** The costs associated with the construction of the Private Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs, regardless of payor, shall be subject to reimbursement as Project Costs.

d. **CONSTRUCTION COMPLIANCE.** The Private Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Amended Development Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Amended Development Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Private Improvement. Any Private Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

16. **HOUSING FACILITIES.** DEVELOPER shall construct or have constructed on its behalf the following housing facilities, which shall be collectively referred to herein as "Housing Facilities" or individually as "Housing Facility":

a. Thirty-seven (37) single-family residences each valued at approximately $400,000.00.

17. **COMMENCEMENT OF CONSTRUCTION.** DEVELOPER shall not commence construction of any Public Improvement or Private Improvement until: (a) the issuance of a building permit to DEVELOPER for the construction of each Public Improvement or Private Improvement to be commenced; (b) DEVELOPER complies with the provisions of Subparagraph (a) of Paragraph 10, Erosion Control, herein; and (c) the happening of each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations, except as follows:

a. **EXCEPTION.** Notwithstanding the requirement for DEVELOPER to meet each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations prior to commencing construction of any Public Improvement or Private Improvement, DEVELOPER shall be authorized to commence land grading at any time, but only upon the condition that DEVELOPER has been granted any necessary permits and attends any pre-construction meeting that may be required by CITY in relation to land grading. This exception is granted pursuant to the authority set forth in Section 70-2:7.140.C of the Subdivision Regulations.

18. **CONSTRUCTION SCHEDULE.** The Parties agree that the commencement and completion of construction of the Public Improvements, Private Improvements, and Housing Facilities shall be governed be governed by this Paragraph.

a. **COMMENCEMENT OF LAND GRADING.** DEVELOPER shall commence the land grading required for the Public Improvements, Private Improvements, and Housing Facilities not more than one (1) year after the date that the Amended RHID Ordinance is passed by the Governing Body. The failure of DEVELOPER to commence land grading within the timeframe specified in this subparagraph, without an approved extension, shall constitute a breach of this Amended Development Agreement.

i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of the timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any

such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. The failure of DEVELOPER to substantially complete all land grading within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Amended Development Agreement.

b. **SUBSTANTIAL COMPLETION OF INFRASTRUCTURE IMPROVEMENTS.** DEVELOPER shall substantially complete all Public Improvements and Private Improvements not more than one (1) year after the commencement of land grading pursuant to Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein, subject to the availability of equipment and materials. The failure of DEVELOPER to substantially complete all Public Improvements and Private Improvements within the timeframe specified in this subparagraph shall constitute a breach of this Amended Development Agreement.

i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of either timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. The failure of DEVELOPER to substantially complete all Public Improvements and Private Improvements within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Amended Development Agreement.

c. **FURTHER EXTENSIONS.** Any further extensions of any timeframes specified in Subparagraphs (a) or (b) of this paragraph, Construction Schedule – Commencement of Land Grading or Construction Schedule – Substantial Completion of Infrastructure Improvements, respectively, herein, beyond any administrative extension set forth therein, shall be made to and subject to the approval of the Governing Body. The failure of DEVELOPER to comply with any such extension approved by the Governing Body shall constitute a breach of this Amended Development Agreement, regardless of whether the terms of any such extension state that noncompliance constitutes a breach.

d. **DILIGENT CONSTRUCTION.** DEVELOPER shall promptly, diligently, and continuously pursue construction of the Public Improvements, Private Improvements, and Housing Facilities to full completion, subject to the availability and delivery of equipment and materials. The failure of DEVELOPER to so promptly, diligently, or continuously pursue shall constitute a breach of this Amended Development Agreement.

19. **CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Public Improvements, in accordance with the provisions of this Amended Development Agreement, DEVELOPER will furnish CITY the Developer's Certification of Substantial Completion form for CITY's review, which is attached hereto as **Amended Exhibit 4** and is hereby incorporated by reference as if fully set forth herein ("Developer's Certification of Substantial Completion"). CITY shall, within thirty (30) days following delivery of the Developer's Certification of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Developer's Certification of Substantial Completion. The Developer's Certification of Substantial Completion shall be deemed accepted by CITY unless, prior to the end of such thirty (30) day period after delivery to CITY of the Developer's Certification of Substantial Completion, CITY furnishes DEVELOPER with specific written objections to the status of the Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail. CITY's acceptance of the Developer's Certification of Substantial Completion shall in no way be construed as CITY's acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein.

20. **INSPECTIONS AND TESTING.** The Public Improvements and Private Improvements shall be subject to and shall pass all inspections and testing required by the Public Utilities Infrastructure Inspector of CITY.

21. **ACCEPTANCE OF CONSTRUCTION.** The Director of Public Works & Utilities of CITY, the Director of Neighborhood & Development Services department of CITY, and City Engineer shall accept all Public Improvements for purposes of title and maintenance after the occurrence of each of the following events: (a) all Public Improvements have been constructed to full completion and in compliance with any specifications or requirements pursuant to Paragraph 14, Public Improvements, herein, as determined in the sole discretion of such directors and engineer; (b) the Infrastructure Improvements have passed all inspections and testing required by CITY pursuant to Paragraph 20, Inspections and Testing, herein; (c) DEVELOPER has provided and CITY has accepted a maintenance bond pursuant to Paragraph 24, Maintenance Bond, herein; and (d) all lots have been graded in accordance with the Infrastructure Plans. No such acceptance shall be effective unless memorialized in a writing signed by the Director of Public Works & Utilities of CITY, the Director of Neighborhood & Development Services department of CITY, and City Engineer. DEVELOPER acknowledges and agrees that, after such acceptance, all right, title, and interest in and to the Public Improvements shall remain that of CITY and that DEVELOPER shall have no right, title, or interest therein.

22. **CERTIFICATE OF OCCUPANCY.** CITY shall have no obligation to issue a certificate of occupancy for any Housing Facility or any other building or other structure within the District until all Public Improvements have been accepted pursuant to Paragraph 21, Acceptance of Construction, herein.

23. **PERFORMANCE BOND.** In lieu of providing a performance bond pursuant to Section 70-2:7.160 of the Subdivision Regulations, DEVELOPER has provided and CITY has accepted a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations.

24. **MAINTENANCE BOND.** In lieu of providing a maintenance bond pursuant to Section 70-2:7.150 of the Subdivision Regulations, DEVELOPER has provided and CITY has conditionally accepted a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, which is attached hereto as **New Exhibit 5** and is hereby incorporated by reference as if fully set forth herein. CITY's acceptance of such bond alternative is conditioned upon CITY's acceptance of the Public Improvements for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, the date of which shall become the effective date of such bond alternative.

25. **PROJECT COSTS.** DEVELOPER and ASSIGNOR agree and acknowledge that any costs that are subject to reimbursement pursuant to this Amended Development Agreement shall be those costs that: (a) are incurred by the DEVELOPER; (b) are related to the Public Improvements or Private Improvements; (c) are included in the cost estimates set forth on **Amended Exhibit 2**, which is attached hereto and is hereby incorporated by reference as if full set forth herein; (d) constitute eligible expenses pursuant to subsection (a) of K.S.A. 12-5249; and (e) are not used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the District, except for buildings or other structures located in a central business district as approved by the Secretary of Commerce, as prohibited by subsection (b) of K.S.A. 12-5249. Any such costs shall be collectively referred to herein as "Project Costs".

26. **FINANCING OF PUBLIC IMPROVEMENTS.** All costs of the Public Improvements and Private Improvements shall be paid in cash or financed by DEVELOPER, unless otherwise specified in this Amended Development Agreement. Subject to the terms and conditions of this Amended Development Agreement, including, but not limited to, Paragraph 28, Reimbursement & Cost Payment Process, herein, CITY agrees to pay to DEVELOPER, in reimbursement of all or a portion of the Project Costs, those amounts paid to CITY pursuant to subsection (b)(2)(A) of K.S.A. 12-5250 for the District. Any such payments shall continue until such time as the Project Costs have been fully reimbursed to DEVELOPER, but not to exceed the District Expiration Date.

27. **CREATION OF THE CITY PROJECT FUND.** The County Treasurer will continue to allocate and pay to CITY any excess real property taxes produced by the District, pursuant to subsection (b)(2)(A) of K.S.A. 12-5250, in order to pay the Project Costs ("RHID Revenue"). CITY shall continue to maintain a separate fund and account known as the Lost River Addition – Phase One Project Fund to receive funds from any RHID Revenue ("Project Fund"). Any RHID Revenue collected by CITY shall be deposited into the Project Fund. All disbursements from the Project Fund shall be made only to pay the Project Costs allowed under this Amended Development Agreement. CITY shall have sole control of the disbursements from the Project Fund. Any surplus amounts of RHID Revenue, after all Project Costs have been reimbursed, shall be used as determined by CITY for any purpose authorized by the Reinvestment Housing Incentive District Act and the laws of the State of Kansas.

28. **REIMBURSEMENT & COST PAYMENT PROCESS.**

a. **REIMBURSEMENT CAP.** DEVELOPER's reimbursement for the District shall be limited to the costs outlined in **Amended Exhibit 2** and not to exceed **$4,275,351.00**. In no event shall ASSIGNOR be entitled to or shall receive any reimbursement pursuant to this Amended Development Agreement or the Original Development Agreement.

b. **REIMBURSEMENT REQUESTS.** All requests for reimbursement or payment of Project Costs by DEVELOPER from the City Project Fund, as set forth in Paragraph 27, Creation of the City Project Fund, herein shall be made on a Developer's Certification of Project Costs form, which is attached hereto as **Amended Exhibit 3** in two (2) pages

and is hereby incorporated by reference as if fully set forth herein ("Developer's Certification of Project Costs"). In lieu of any such Developer's Certification of Project Costs attached as **Amended Exhibit 3**, CITY may require DEVELOPER to use any different or additional form to certify Project Costs and any such form shall have the same force and effect as any Developer's Certification of Project Costs attached as **Amended Exhibit 3**. Any Developer's Certification of Project Costs shall be signed by DEVELOPER or its authorized representative. DEVELOPER shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by CITY to confirm that such costs were incurred, and are Project Costs which, together with previous requests for payments, do not exceed the budgeted amount for the applicable work as shown on **Amended Exhibit 2**. DEVELOPER may submit electronic documentation, provided that original documents are also delivered to CITY by mail or delivery. Any Developer's Certification of Project Costs may be submitted not more frequently than once per month and shall be submitted annually by the 15th of January for any Project Costs that occurred in that particular year. The payment of Project Costs shall occur upon tax distributions from Finney County Treasurer.

c. **LIMITATIONS.** CITY shall have no liability or responsibility to pay DEVELOPER any amount: (1) that is greater than the amounts received by CITY from the Finney County Treasurer pursuant to subsection (b)(2)(A) of K.S.A. 12-5250; (2) that is not received by CITY from the Finney County Treasurer pursuant to subsection (b)(2)(A) of K.S.A. 12-5250; or (3) that is not requested in accordance with this paragraph. DEVELOPER shall not receive reimbursement for any Project Cost that does not qualify as an eligible expense pursuant to the Reinvestment Housing Incentive District Act or, specifically, that is used for the construction of buildings or other structures to be owned by or to be leased to any developer pursuant to subsection (b) of K.S.A. 12-5349.

d. **INSPECTIONS OF WORK; EXAMINATION OF BOOKS AND RECORDS.** CITY reserves the right to inspect, reinspect, and examine any activities in relation to the Public Improvements, Private Improvements, or Housing Facilities and any books and records, from any source without limitation, which in any way relate to the information submitted on or in support of any Developer's Certification of Project Costs, in order to verify that: (1) the request constitutes Project Costs; (2) the expense was incurred; (3) there is no default by DEVELOPER outstanding and that no fact or circumstance exists which upon notice and the passage of time, would ripen into such default; and (4) there is no fraud on the part of DEVELOPER. CITY may request and obtain from DEVELOPER and other parties such other information as is reasonably necessary for CITY to evaluate compliance with the terms of this Amended Development Agreement.

e. **APPROVAL PROCESS.** CITY shall have seven (7) business days after receipt of a Developers' Certification of Project Costs and all other documentation referred to above to review and respond by written notice to DEVELOPER indicating approval of said certification, disapproval of the certification, or documenting any deficiency in the certification. If the submitted Developer's Certification of Project Costs and supporting documentation are acceptable, CITY shall approve any such certification and make, or cause to be made, direct payment of invoices or reimbursement of Project Costs paid by DEVELOPER from the City Project Fund, as set forth in Paragraph 27, Creation of the City Project Fund, herein. If CITY notifies DEVELOPER of any deficiency or of its disapproval of a Developer's Certification of Project Costs,

DEVELOPER shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to CITY. CITY shall notify DEVELOPER within five (5) business days of the receipt of DEVELOPER's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, CITY shall reimburse DEVELOPER for any approved Project Costs described in the certification, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

f. **INSPECTION OF BOOKS AND RECORDS.** DEVELOPER agrees that, up to one (1) year after a Project Cost is submitted to CITY for reimbursement, with reasonable advance notice and during normal business hours, CITY shall have the right and authority to review, audit, and copy, from time to time, all DEVELOPER's books and records relating to such Project Cost, including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such Project Cost.

29. **EFFECTIVE DATE.** The effective date of this Amended Development Agreement shall be the date on which the Amended RHID Ordinance is published and following execution of this Amended Development Agreement by each Party, but only upon the condition of a successful closing of the purchase and sale of the Property by and between DEVELOPER and ASSIGNOR ("Effective Date"). The non-occurrence of such closing shall render this Amended Development Agreement and the Amended Development Plan null and void and of no further force and effect between DEVELOPER, CITY, and ASSIGNOR and, further, ASSIGNOR and CITY shall remain liable under and otherwise bound to the Original Development Plan and Original Development Agreement.

30. **TERM AND TERMINATION.** This Amended Development Agreement shall continue from the Effective Date and shall not be terminated by either party, except in the case of termination due to default pursuant to Paragraph 31, Default, herein or in the case of automatic termination as further set forth in this paragraph. Notwithstanding any of the foregoing provisions of this paragraph, the Parties may mutually agree to terminate this Amended Development Agreement by written instrument signed by DEVELOPER and CITY if such termination is to occur subsequent to the assignment referenced in Paragraph 40, Consent to Assignment, herein or signed by DEVELOPER, CITY, and ASSIGNOR if such termination is to occur prior to such assignment. Upon any termination of this Amended Development Agreement pursuant to this paragraph, neither DEVELOPER, CITY, nor ASSIGNOR shall have any further responsibility under this Amended Development Agreement. Notwithstanding any of the foregoing provisions of this paragraph, the termination of this Amended Development Agreement or any part thereof, by any means, shall not in any way terminate any provisions of this Amended Development Agreement that, by their sense and context, are intended to survive the expiration or termination of this Amended Development Agreement and any such provisions shall survive any such termination, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein and each of its subparagraphs, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Amended Development Agreement. This Amended Development Agreement shall terminate automatically upon the occurrence of either of the following events:

a. **EXERCISE OF NULLIFICATION POWERS.** The passage and approval of a resolution pursuant to subsection (c) of K.S.A. 12-5246, which will render the Amended RHID Ordinance null and void, by the Board of Education of Unified School District No. 457, Finney County, State of Kansas, a Kansas unified school district, or by the Board of County Commissioners of Finney County, Kansas, within thirty (30) days from the date

of the public hearing set forth in the Public Hearing Resolution, determining that the District will have an adverse effect on such school district or county, respectively. The nullification of the Amended RHID Ordinance pursuant subsection (c) of K.S.A. 12-5246 shall not constitute a default of this Amended Development Agreement by either Party.

b. **EXPIRATION OF THE DISTRICT.** The expiration of **twenty-five (25) years** from the date of the establishment of the District as a Reinvestment Housing Incentive District on June 19, 2021 pursuant to the Original RHID Ordinance, which is June 19, 2046 ("District Expiration Date").

31. **DEFAULT.** Failure by either Party to perform or otherwise act in accordance with any term or provision of this Amended Development Agreement for a period of thirty (30) days after written notice thereof from the other Party shall constitute a default under this Amended Development Agreement. Any such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting Party shall have all rights and remedies which may be available under law or equity including, without limitation, the right to institute an action for damages and to terminate this Amended Development Agreement pursuant to Paragraph 30, Term and Termination, herein. In the event that CITY is the non-defaulting party, CITY shall have the additional rights and remedies to: (a) withhold any RHID Revenue from disbursement to DEVELOPER; and (b) repeal the Amended RHID Ordinance by official action of the Governing Body.

32. **NO AGENCY OR PARTNERSHIP.** It is not intended by this Amended Development Agreement to, and nothing contained in this Amended Development Agreement shall, create any agency relationship or any partnership, joint venture, or any other business relationship between any combination of the Parties

33. **INDEMNIFICATION; DELAYS.**

a. **BY DEVELOPER.** DEVELOPER for itself and on behalf of its owners, shareholders, members, directors, officers, employees, contractors, agents, representatives, trustees, administrators, parents, affiliates, divisions, subsidiaries, related companies, predecessors, successors, and assigns ("INDEMNITOR") shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors ("INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any INDEMNITOR in relation to this Amended Development Agreement, including, but not limited to: (a) any breach or other default of this Amended Development Agreement by INDEMNITOR; (b) any inadequacy, inaccuracy, or other deficiency of any plans submitted by INDEMNITOR, including, but not limited to, its design professional; (c) any nonconformance of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, with any applicable ordinance, law, or regulation or with any design criteria established thereby or by this Amended Development Agreement; (d) any invalidity of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, under any

applicable ordinance, law, or regulation; (e) any delay or nonconformity in satisfying the provisions of Paragraph 10, Erosion Control, herein and each of its subparagraphs, including, but not limited to, delay or nonconformity relating to the SWP2 Plan or the Authorization to Discharge; (f) any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge; and (g) any work in relation to the Public Improvements, Private Improvements, or Housing Facilities, but only upon the condition that such work was performed or omitted by DEVELOPER or by any contractor or agent thereof. Without limiting any of the foregoing, the provisions of this paragraph shall extend and apply to any delay, invalidity, unenforceability, illegality, or other deficiency that relates to the SWP2 Plan or the Authorization to Discharge and that is directly or indirectly caused by KDHE, any other agency of the State of Kansas, or any employee or agent thereof. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Amended Development Agreement.

b. **BY ASSIGNOR.** ASSIGNOR for itself and on behalf of its owners, shareholders, members, directors, officers, employees, contractors, agents, representatives, trustees, administrators, parents, affiliates, divisions, subsidiaries, related companies, predecessors, successors, and assigns ("INDEMNITOR") shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors ("INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any INDEMNITOR in relation to this Amended Development Agreement, including, but not limited to: (a) any breach or other default of this Amended Development Agreement by INDEMNITOR; (b) any inadequacy, inaccuracy, or other deficiency of any plans submitted by INDEMNITOR, including, but not limited to, its design professional; (c) any nonconformance of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, with any applicable ordinance, law, or regulation or with any design criteria established thereby or by this Amended Development Agreement; (d) any invalidity of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, under any applicable ordinance, law, or regulation; (e) any delay or nonconformity in satisfying the provisions of Paragraph 10, Erosion Control, herein and each of its subparagraphs, including, but not limited to, delay or nonconformity relating to the SWP2 Plan or the Authorization to Discharge; (f) any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge; and (g) any work in relation to the Public Improvements or Private Improvements, regardless of whether such work was performed or omitted by DEVELOPER or by any other contractor or agent of ASSIGNOR. Without limiting any of the foregoing, the provisions of this paragraph shall extend and apply to any delay, invalidity, unenforceability, illegality, or other deficiency that relates to the SWP2 Plan or the Authorization to Discharge and that is directly or indirectly caused by KDHE, any other agency of the State of Kansas, or any employee or agent thereof. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for

damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Amended Development Agreement and shall survive the assignment referenced in Paragraph 40, Consent to Assignment, herein.

34. **FORCE MAJEURE.** Neither CITY nor DEVELOPER, nor any successor in interests, shall be considered in breach or default of their respective obligations under this Amended Development Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war, pandemic, epidemic, or other national or state declared health emergency; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for DEVELOPER to proceed with construction of the work in relation to the Public Improvements, Private Improvements, or Housing Facilities, or any portion thereof; shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Amended Development Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by DEVELOPER, and further provided that DEVELOPER notifies CITY in writing within thirty (30) days of the commencement of such claimed event of force majeure.

35. **NOTICES.** Any notice required by the terms of this Amended Development Agreement shall be given in writing at the respective addresses set forth below by any of the following means, with any such name, address, or contact information subject to change by the respective Party upon written notice of such change to the other Party: (a) personal service; (b) electronic communication, whether by facsimile or e-mail; (c) nationally recognized courier service; or (d) registered or certified United States mail, postage prepaid, return receipt requested, as follows:

If to CITY:
City of Garden City, Kansas
Attn: Matt Allen, City Manager
301 North Eighth Street
P.O. Box 998
Garden City, Kansas 67846
Telephone: (620) 276-1160
Email: matt.allen@gardencityks.us

With copy to:
Jennifer V. Cunningham, City Attorney
Doering, Grisell & Cunningham, P.A.
124 Grant Avenue
Garden City, Kansas 67846
Telephone: (620) 275-8084
Facsimile: (620) 275-5076
Email: jenniferc@dgcpa.law

If to DEVELOPER: Garrett E. Speer
Speer Construction Inc
2345 South Old Highway 83
Garden City, Kansas 67846
Telephone: (620) 805-6989
Facsimile: (620) 805-6169
gspeer@speerconstructioninc.com

With copy to: Zachary D. Schultz
Schultz Law Office, P.A.
309 East Walnut
Garden City, Kansas 67846
Telephone: (620) 276-3728
Facsimile: (620) 276-3798
zds@schultzlawofficepa.com

If to ASSIGNOR: Danny Weippert
WVG Investments LLC
1808 Van Dittie Drive
Garden City, Kansas 67846
Telephone: (620) 272-1652
jbiddle78@hotmail.com

36. **GENERAL COVENANTS.**

a. **CHOICE OF LAW.** This Amended Development Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

b. **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of this Amended Development Agreement must be filed in the Finney County District Court of the 25th Judicial District of the State of Kansas. Said court shall have exclusive jurisdiction over any dispute arising out of or under this Amended Development Agreement and the Parties acknowledge and agree that venue is proper in such court, for all purposes.

c. **ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Amended Development Agreement, whether through litigation or otherwise, including appeal, and in the event that CITY is a prevailing party, DEVELOPER, ASSIGNOR, or both, as the case may be, shall be respectively responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.

d. **WAIVER.** A waiver by CITY of any breach or default of DEVELOPER or ASSIGNOR shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

e. **CUMULATIVE REMEDIES.** All rights and remedies provided in this Amended Development Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right

or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.

f. **MODIFICATIONS.** This Amended Development Agreement shall not be modified, amended, or changed except by written agreement signed by CITY and DEVELOPER.

g. **BINDING EFFECT.** This Amended Development Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.

h. **ASSIGNMENT.** The Parties acknowledge and agree that any assignments shall be governed by this Paragraph.

i. **PRIOR TO SUBSTANTIAL COMPLETION.** Until Substantial Completion of the Public Improvements and Private Improvements and except as provided for in subparagraphs (h)(ii) or (h)(iii) of this Paragraph, the obligations of DEVELOPER under this Amended Development Agreement may not be assigned in whole or in part without the prior written consent of CITY, which consent shall not be unreasonably withheld upon a reasonable demonstration by DEVELOPER of the proposed assignee's experience and financial capability to undertake and complete all portions of the Public Improvements, Private Improvements, Housing Facilities, and any other work in relation to the Amended Development Plan

ii. **EXCEPTION – SUBCONTRACTING.** Notwithstanding subparagraph (h)(i) of this Paragraph, DEVELOPER shall be permitted to subcontract the construction of all or any portion of the work in relation to the Public Improvements, Private Improvements, and Housing Facilities without the prior written consent of CITY, provided that, upon such assignment, DEVELOPER shall remain liable under this Amended Development Agreement.

iii. **EXCEPTIONS - CONSENT NOT REQUIRED.** Notwithstanding subparagraph (h)(i) of this Paragraph, DEVELOPER shall be permitted to grant the following assignments without the prior written consent of CITY, provided that, upon any such assignment, DEVELOPER shall remain liable under this Amended Development Agreement for the Substantial Completion of the Public Improvements and Private Improvements and shall be released from such liability only upon Substantial Completion of the Public Improvements and Private Improvements:

(A) The right of DEVELOPER to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in this Amended Development Agreement to secure loans, advances, or extensions of credit to finance or from time-to-time refinance all or any part of the Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(B) The right of DEVELOPER to assign DEVELOPER's rights, duties and obligations under this Amended Development Agreement to a Related Third Party, which is defined to mean any third party that is related to DEVELOPER by one of the relationships set forth in subsection (b) of Section 267 of the

United States Internal Revenue Code of 1986, as amended, or any third party that is a successor entity to DEVELOPER in which the principals of DEVELOPER, either individually or collectively, or DEVELOPER own or control no less than fifty percent (50%) of the voting interest in such successor entity; or

(C) The right of DEVELOPER to sell or lease individual portions of the Property in the ordinary course of the development of the Public Improvements, Private Improvements, and Housing Facilities.

i. **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Amended Development Agreement represents the complete understanding between CITY, ASSIGNOR, and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Amended Development Agreement, except those specifically set forth in this Amended Development Agreement. This Amended Development Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between any combination of the Parties concerning the subject matter of this Amended Development Agreement, including, but not limited to, the Original Development Plan and the Original Development Agreement.

j. **SEVERABILITY.** If one or more parts or provisions of this Amended Development Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Amended Development Agreement and shall in no way affect the validity of the remaining parts or provisions of this Amended Development Agreement, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.

j. **SURVIVABILITY.** Notwithstanding any termination or expiration of this Amended Development Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Amended Development Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.

k. **CHANGE OF LAW.** In the event any provision or part of this Amended Development Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

k. **CONSTRUCTION.** This Amended Development Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

l. **HEADINGS; PARAGRAPH REFERENCES.** The headings used in this Amended Development Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Amended Development Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.

m. **COUNTERPARTS.** This Amended Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

37. **CORPORATE AND COMPANY AUTHORITY.**

a. **AUTHORITY OF ASSIGNOR.** ASSIGNOR hereby represents and warrants it has full corporate power to execute, deliver, and perform the terms and obligations of this Amended Development Agreement and all of the foregoing has been duly and validly authorized by all necessary company proceedings. This Amended Development Agreement constitutes the legal, valid, and binding obligation of ASSIGNOR, enforceable in accordance with its terms.

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

38. **REPRESENTATIVE CAPACITIES.**

a. **REPRESENTATIVE CAPACITY FOR ASSIGNOR.** Each undersigned person executing this Amended Development Agreement for ASSIGNOR respectively represents and warrants that each such person is executing this Amended Development Agreement in each such person's capacity with ASSIGNOR as indicated on the signature block below, that each such person is authorized by ASSIGNOR to execute this Amended Development Agreement on behalf of ASSIGNOR, and that each such person is authorized by ASSIGNOR to bind ASSIGNOR to this Amended Development Agreement. The provisions of this subparagraph shall specifically apply to, but shall not be limited to, the assignment referenced in Paragraph 40, Consent to Assignment, herein.

b. **REPRESENTATIVE CAPACITY FOR DEVELOPER.** The undersigned person executing this Amended Development Agreement for DEVELOPER represents and warrants that said person is executing this Amended Development Agreement in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Amended Development Agreement on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Amended Development Agreement.

39. **RECORDATION.** Due to the voluminous nature of this Amended Development Agreement and as an alternative to recording this Amended Development Agreement in full, CITY shall file a notice of this Amended Development Agreement with the Office of the Register of Deeds of Finney County, Kansas within thirty (30) days after its execution and shall make a copy of this Amended Development Agreement available for inspection during normal business hours at:

City of Garden City, Kansas
Neighborhood & Development Services Department
301 N. 8th Street
Garden City, Kansas 67846

40. **CONSENT TO ASSIGNMENT.** ASSIGNOR will, by separate written instrument, assign all of its rights and obligations in and to the Original Development Plan, Original Development Agreement, Amended Development Plan, and Amended Development Agreement to DEVELOPER. On or before July 15, 2024, ASSIGNOR and DEVELOPER shall execute said assignment instrument and DEVELOPER shall provide a copy of the same to CITY. CITY hereby finds that DEVELOPER's experience and financial capability to undertake and complete all portions of the Public Improvements, Private Improvements, Housing Facilities, and any other work in relation to the Amended Development Plan. CITY hereby consents to said assignment pursuant to subparagraph (c) of Paragraph 5.4 of the Original Development Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amended Development Agreement as of the Effective Date set forth herein.

[EXECUTIONS APPEAR ON FOLLOWING PAGE]

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

SPEER CONSTRUCTION INC

_____ By _____
Date GARRETT E. SPEER, as President

WVG INVESTMENTS LLC

_____ By _____
Date DANNY WEIPPERT, as Member

_____ By _____
Date ROGER VANDERGEISEN, as Member

After Recording, Return To:
Doering, Grisell & Cunningham, P.A.
124 Grant Avenue
Garden City, Kansas 67846

RECORDING INFORMATION

NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation, entered into a certain Amended Development Agreement dated in its preamble as _____, 20___ with **SPEER CONSTRUCTION INC**, a Kansas for profit corporation, and **WVG INVESTMENTS LLC**, a Kansas limited liability company, covering and upon the following described real property situated in FINNEY COUNTY, KANSAS:

Lost River Addition – Phase One, a subdivision to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof.

THE DEVELOPMENT AGREEMENT was entered into pursuant the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. and pursuant to Ordinance No. _____-20___, which was passed and approved by the Governing Body on July 16, 2024.

THE FILING OF THIS NOTICE with the Office of the Register of Deeds of Finney County, Kansas is required due to the voluminous nature of the Development Agreement and is authorized by Paragraph 39 of the Amended Development Agreement.

PLEASE TAKE NOTICE that a copy of the Development Agreement, together with any exhibits thereto, is available for public inspection and coping during normal business hours at the **City Administrative Center** in the offices of the **Neighborhood & Development Services** department, located at **301 North 8th Street, Garden City, Kansas 67846**.

EXECUTED AND ACKNOWLEDGED a within the State of Kansas on this ___ day of _____, 20___, pursuant to K.S.A. 58-2211.

CITY OF GARDEN CITY, KANSAS

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

EXISTING

OTHER
Parcels

PROPOSED

Lights:
- Streetlight

Poles:
- Curved Valmont

Sectionalizer:
- 1 Phase
- 3 Phase

Transformers:
- URD, 25
- URD, 50

Secondary Conduit:
- 1-1/4" HDPE
- 2" PVC (stub outs)

1Φ Primary Urd:
- 2" HDPE
- <all other values>

CYME Φ
- B
- C

3Φ Primary Urd:
- 6" Conduit

0 65 130 260 390 520 Feet

GIS Date: 5/28/2021

N

Lost River

Construction notes:

At (1), Collapse the riser into the new 3 phase sectionalizing cabinet.

At (22) (21) (20) (19) and (17). Upgrade existing transformers to 50kVA.

Change the riser phasing at (16) to "B".

City Electric notes:

Sectionalizer at (12)
Feed from the West to be circuit 603
Feed from the South to be circuit 206.

PRELIMINARY PLAT - PHASE ONE
LOST RIVER ADDITION,
In the E/2 of Section 5, T24S, R32W,
Garden City, Finney County, KS.

Detail at (12)

6" Stub-out for future use.

2" primary, and 2" secondary stub-out for future use.

XFMR 17, 19, 20, 21, and 22 HAVE BEEN INSTALLED.

E PIONEER RD

N FLEMING ST

N WINDMILL DR

N SQUIRE PL

N CLIFF PL

LOST RIVER DR

E PEPPERWOOD CT

N CASTLEWOOD PL

E LONG BLVD

Curtis Cathcart
1:2,818 1 in = 168 ft

RECEIVED
City of Garden City, KS
Project Number: SP0221-06
Received by: RBB

Amended Exhibit 1 to the Amended Development Agreement

RHID ELIGIBLE EXPENSES

Total Estimated Eligible Expenses	$ 4,275,351.00
Total Submitted Eligible Expenses	
Total Approve Eligible Expenses	

DEVELOPMENT NAME: **Lost River Addition - Phase One**

Note for Developer: Use "0" if no expense

NDS use only — *Enter initials of City Staff*

CATEGORY	ESTIMATED COST	DATE SUBMITTED BY DEVELOPER	AMOUNT SUBMITTED BY DEVELOPER	DATE APPROVED BY NDS	AMOUNT APPROVED BY NDS	APPROVED BY
ADMINISTRATIVE						
Administrative Fees	$ 75,000.00					
Project Management Fees	$ -					
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 75,000.00	**Subtotal**	$ -	**Subtotal**	$ -	
FINANCE						
Interest fees	$ 900,000.00					
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 900,000.00	**Subtotal**	$ -	**Subtotal**	$ -	
PROFESSIONAL						
Legal fees	$ 35,000.00					
CPA fees	$ 20,000.00					
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 55,000.00	**Subtotal**	$ -	**Subtotal**	$ -	
LAND ACQUISITION						
Land Purchase						
Realtor Fees						
Appraisal Fees						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 2,800,000.00	**Subtotal**	$ -	**Subtotal**	$ -	
PARKS						
Park Equipment						
Cash-In-Lieu						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ -	**Subtotal**	$ -	**Subtotal**	$ -	
SANITARY SEWER						
Service Fees						
Sanitary Sewer Extension						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 18,500.00	**Subtotal**	$ -	**Subtotal**	$ -	
STORMWATER						
Drainage						
Detention or Retention						
SWPP & NOI						
Storm Sewer						
Inlets						
Culverts						
Eronsion Control BMPS (temp & permanent)						
Riprap						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ -	**Subtotal**	$ -	**Subtotal**	$ -	
WATER						
Tap Fees						
Service Installation Fees						
Mains						
Extentions						
Fire Hydrants						
Pump Station						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 93,240.00	**Subtotal**	$ -	**Subtotal**	$ -	
ELECTRIC INFRASTRUCTURE						
Distribution						
Meters						
Street lights						
Power Transmission						
Extensions						
Impact Fees						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 296,111.00	**Subtotal**	$ -	**Subtotal**	$ -	
DESIGN, SURVEYING & ENGINEERING						
Architecture Design Fees						
Engineering Fees						
Surveying						
Topo & Elevation Certificates						
Construction Staking						
Special Inspections & Testing						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ -	**Subtotal**	$ -	**Subtotal**	$ 55,000.00	
LANDSCAPING						
Shrubs						
Sod						
Entrance Signage						
Fences						
Seeding						
Landscape Walls						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ 30,000.00	**Subtotal**	$ -	**Subtotal**	$ -	
COMMUNICAITONS & NATURAL GAS						
Fiber						
Natural Gas						
Telephone						
Note for Developer: Write in additional expenses not listed						
Subtotal	$ -	**Subtotal**	$ -	**Subtotal**	$ -	
BONDING						
Bonds/Letter of Credit						
Subtotal	$ 7,500.00	**Subtotal**	$ -	**Subtotal**	$ -	

	EARTHWORK						
	Demolition						
	Rough Grading						
I	Site Clearing						
	Site Grading						
	Excavation						
	Embankment						
	Earthwork						
Note for Developer: Write in additional expenses not listed							
	Subtotal	$ -	**Subtotal**	$ -	**Subtotal**	$ -	

	STREETS, ALLEY & PAVING						
	Surfacing (Aggregate, Asphalt or Concrete for streets, alleys, trails, approaches, curb & gutter, sidewalks & ramps, driveways & parking lots						
	Subgrade Prep & base for paving ditch lining						
	Pavement Markings						
	Traffic Signs						
	Traffic Signals						
	Traffic Control						
	Retaining Walls						
Note for Developer: Write in additional expenses not listed							
	Subtotal	$ -	**Subtotal**	$ -	**Subtotal**	$ -	

DEVELOPER'S CERTIFICATION OF PROJECT COSTS
LOST RIVER ADDITION – PHASE ONE

The undersigned, on behalf of SPEER CONSTRUCTION INC, a Kansas for profit corporation ("DEVELOPER"), pursuant to Paragraph 28, Reimbursement & Cost Payment Process, of the Amended Three-Party Development Agreement and Consent to Assignment, entered into on the _____ day of _____, 20____ by and between DEVELOPER, WVG INVESTMENTS LLC, a Kansas limited liability company ("ASSIGNOR"), and the CITY OF GARDEN CITY, KANSAS, which is hereby incorporated by reference as if fully set forth herein ("Amended Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Amended Development Agreement if any such term is not otherwise defined below:

1. Each item requested on page two (2) of this Developer's Certification of Project Costs ("Certification") satisfies the definition of Project Cost set forth in Paragraph 25, Project Costs, of the Amended Development Agreement.
2. Itemized invoices, receipts, or other evidence of such Project Costs are enclosed.
3. Each item requested on page two (2) of this Certification has not previously been paid or reimbursed from money derived from the Project Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon DEVELOPER any notice of any lien, right of lien, or attachment upon or claim affecting the right of any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this Certification relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Amended Development Agreement and the approved plans for the work.
7. DEVELOPER is not in default or breach of any term or condition of the Amended Development Agreement and no event has occurred and no condition exists that constitutes a default of the Amended Development Agreement by DEVELOPER.
9. Each and every representation by DEVELOPER that is set forth in the Amended Development Agreement remains true and correct as of the date hereof.
10. The undersigned person executing this Certification for DEVELOPER represents and warrants that said person is executing this Certification in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Certification on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Certification.

Executed on this _____ day of _____, 20____.

SPEER CONSTRUCTION INC

By_____

_____, as _____
[**NAME**] [**TITLE**]

Approved for payment this_____day of_____, 20____.

By _____

_____,City Engineer

City of Garden City, Kansas
Request for Reimbursement/Payment
PROJECT:
Lost River – Phase 1
Date:

This form must include all expenditures for the calendar year and be submitted to the Neighborhood & Development Services department annually by January 15th of the following year.

The undersigned hereby certifies that the following payments were made and are reimbursable pursuant to the Development Agreement.

RHID ELIGIBLE EXPENDITURES			
VENDOR	ELIGIBLE CATEGORY	DATE	AMOUNT
I do hereby certify that the above is correct, and that the amount claimed herein is actually due according to the Agreement.		**Grand Total**	

Name: _____

Signature _____ Date

DEVELOPER'S CERTIFICATION OF SUBSTANTIAL COMPLETION FORM
LOST RIVER ADDITION – PHASE ONE

The undersigned, on behalf of SPEER CONSTRUCTION INC, a Kansas for profit corporation ("DEVELOPER"), pursuant to Paragraph 19, Certification of Substantial Completion, of the Amended Three-Party Development Agreement and Consent to Assignment, entered into on the _____ day of _____, 20____ by and between DEVELOPER, WVG INVESTMENTS LLC, a Kansas limited liability company ("ASSIGNOR"), and the CITY OF GARDEN CITY, KANSAS, which is hereby incorporated by reference as if fully set forth herein ("Amended Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Amended Development Agreement if any such term is not otherwise defined below:

1. The work with respect to the Public Improvements is sufficiently complete in accordance with the Amended Development Agreement, except for all punch list items, such that DEVELOPER can occupy or utilize the Infrastructure Improvements for their intended purpose.

2. All such work has been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's, or other statutory liens on file encumbering title to the Property.

4. All bills for labor and materials furnished for such work that could form the basis of a mechanic's, materialmen's, or other statutory lien against the Property have been paid in full and, within the past four months, no such labor or materials have been furnished that have not been paid for.

4. All applicable building codes have been complied with in connection with such work.

5. The undersigned person executing this Certification for DEVELOPER represents and warrants that said person is executing this Certification in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Certification on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Certification.

Executed on this _____ day of _____, 20____.

SPEER CONSTRUCTION INC

By_____

_____, as _____
[**NAME**] [**TITLE**]

IRREVOCABLE LETTER OF CREDIT

Borrower: SPEER CONSTRUCTION INC
P.O BOX 937
GARDEN CITY, KS 67846-0937

Lender: DREAM FIRST BANK, N.A.
GARDEN CITY EAST KANSAS BRANCH
2414 EAST KANSAS AVENUE
GARDEN CITY, KS 67846

Beneficiary: CITY OF GARDEN CITY
301 N. 8TH STREET
GARDEN CITY , KS 67846

NO.: 170682

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-28-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Two Hundred Fifty Thousand & 00/100 Dollars ($250,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER DREAM FIRST BANK, N.A. IRREVOCABLE LETTER OF CREDIT NO. 170682 DATED 05-28-2024," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Kansas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: May 28, 2024

LENDER:

DREAM FIRST BANK, N.A.

By: _____
Authorized Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

LaserPro, Ver. 23.4.10.021 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - KS C:\LaserPro\CFI\LPL\C43LOC.FC TR-14521 PR-28

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: July 16, 2024
RE: GC2024-24: Rezone for the property generally located at the West half of Section 3, Township 24, Range 32 West, Garden City, Kansas.

ISSUE:

The Governing Body is asked to consider and approve an ordinance rezoning from "A" Agricultural District (County zoning) to "C-2" General Commercial District (City zoning) for the property generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "A" Agricultural District to "C-2" General Commercial District for recently annexed property; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

Lucky 4 Investment is requesting to rezone the property generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas from "A" Agricultural District (County zoning) to "C-2" General Commercial District (City zoning), (Figure 1). The property being rezoned contains +/- 34.43 acres and is currently vacant. The property was annexed into the City on November 15, 2022. The property owner intends to develop this property as a commercial development.

STAFF ANALYSIS

The proposed land use is consistent with the Comprehensive Plan. The current Comprehensive Plan/Future Land Use map has this property categorized as commercial potential. "C-2" General Commercial district (City Zoning) will be the most appropriate zoning district for a commercial development. There are no current plans as of now. Rezoning the property will not affect any of the surrounding properties.

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

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

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

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

ALTERNATIVES:

1. The Governing Body may adopt the Planning Commission's recommendation by approving the proposed ordinance.
2. The Governing Body may override the Planning Commission's recommendation by a 2/3 majority vote.
3. The Governing Body may return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

RECOMMENDATION:

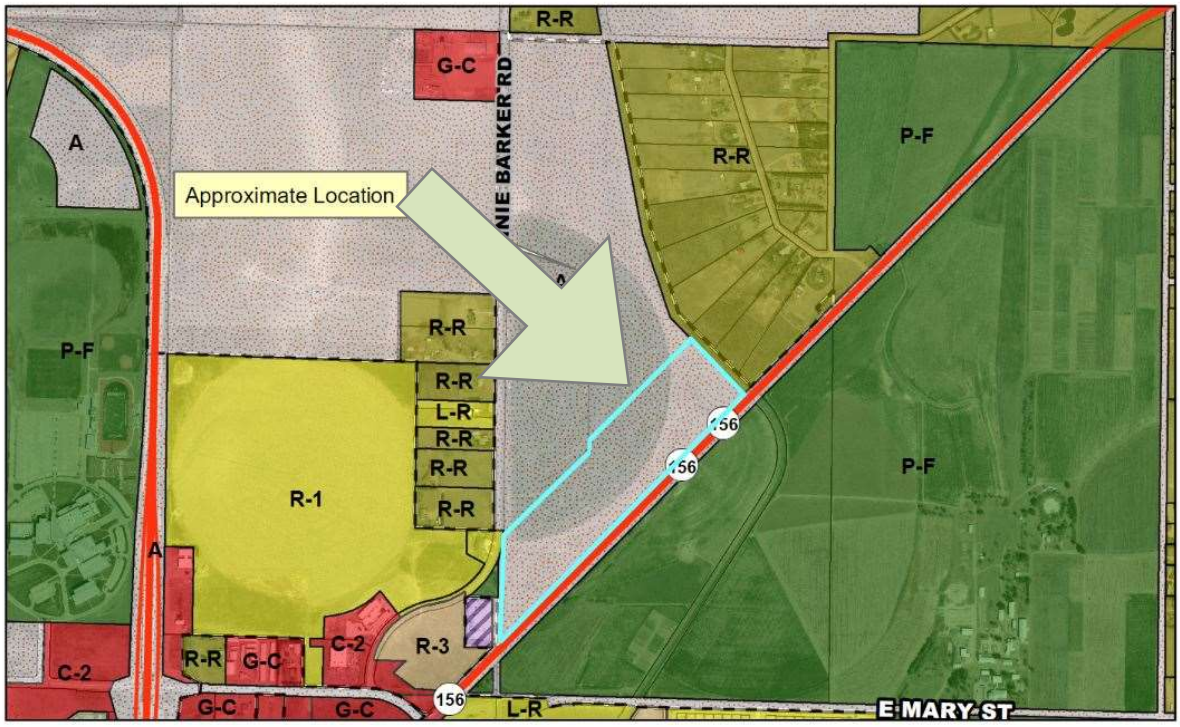
The Planning Commission recommended approval of the rezoning request at the June 20, 2024 meeting. Staff recommends adopting the Planning Commission's recommendation by approving the proposed ordinance.

FISCAL NOTE:

None.

ATTACHMENTS:

Vicinity Map
General Information
Planning Commission Minute Excerpts
Rezoning Ordinance



Case Number: GC2024-24
Applicant: Lucky 4 Investment
Address: Generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas
Request: A rezone from "A" Agricultural District (County zoning) to "C-2" General Commercial District (City zoning)

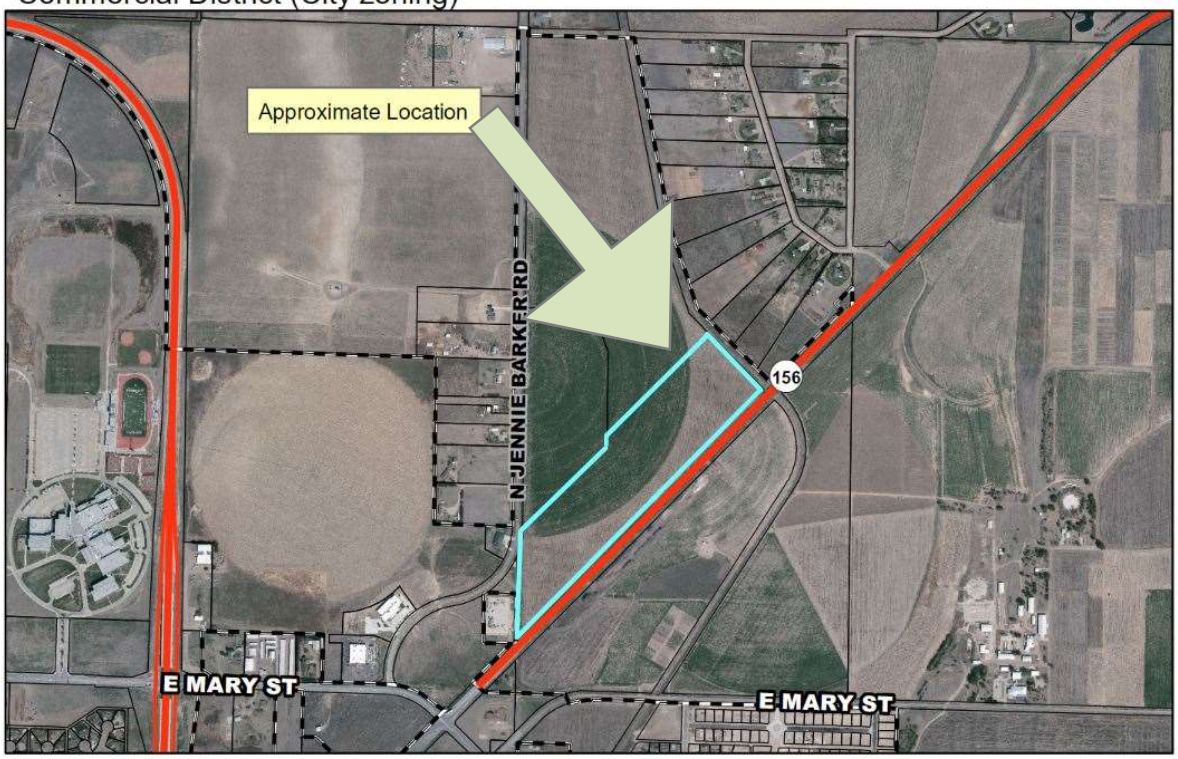


Figure 1: Vicinity Map

STAFF REPORT

GC2024-24: Rezoning from "A" Agricultural District (County Zoning) to "C-2" General Commercial District (City Zoning) for property generally located at the West half of Section 3, Township 24, Range 32 West, Garden City, Kansas

GENERAL INFORMATION

Date:	June 20, 2024	**Jurisdiction:**	Garden City
Owner:	Lucky 4 Investment		
Applicant:	Lucky 4 Investment		
Requested Action:	Rezone from "A" Agricultural District (County Zoning) to "C-2" General Commercial District (City Zoning)		
Purpose:	Intentions to develop as a commercial property.		
Location address:	West half of Section 3, Township 24, Range 32 West, Garden City, Kansas		
Comprehensive Plan:	The proposed land use is consistent with the Comprehensive Plan.		
Sites Existing Zoning:	"A" Agricultural District (County Zoning)		
Surrounding Zoning:	North: "R-R" Rural Residential District (County Zoning) South: "P-F" Public Facilities District (County Zoning) East: "R-R" Rural Residential District (County Zoning) West: "A" Agricultural District and "R-R" Rural Residential District (County Zoning)		
Land Area:	Contains 34.43 +/- acres		
Notice Date:	This project was published and noticed by mail as required by code.		

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

June 20, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, June 20, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins via Teams Meeting, Member Crist, Member Crocket, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** May 16, 2024

Member Anliker made a motion to approve the minutes from May 16, 2024. *Member Crockett* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.
CLOSED PUBLIC COMMENT

4. GENERAL STAFF REPORT AND UPDATE

Staff Charles presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.
b. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
c. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
d. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
e. All application files in their entirety including Staff Reports

6. NEW BUSINESS

GC2024-24 Rezoning from "A" Agricultural District (County Zoning) to "C-2" General Commercial District (City Zoning) for the property generally located at the West half of Section 3, Township 24, Range 32 West, Garden City, Kansas.

Staff Presisto- Presented staff report.

James McGowen, Representative for Applicant- There are currently no plans in place. We would like to be able to do commercial development in the future and as we were rezoning one, we thought it prudent to rezone the other. There has been some talk about what could possibly be brought in but at this time it is just for future use.

OPEN PUBLIC COMMENT

Tina Burgardt- Representative for Drainage District 2- Again, drainage is the issue, and we realize you will have some of that, but drainage off a parking lot is different and I hope that it does not throw us into some of this City storm water drainage where you have chemicals and this type of thing coming off the parking lot. Without having any idea of what kind of commercial development it is, it might not affect it at all, but it may be something that will cause Drainage District 2 to have to go in and do some other types of things that we are not designed to do since we will be the main channel of drainage no matter who or what you build.

Kay Hoskinson, Neighboring Property Owner- I doubt that you have access from the highway. That limits you to access off Jennie Barker and that power structure that is there is going to be an interesting access point for them to consider. You don't have much access. Who owns that area? Is that all owned by Wheatlands? What is their concern? Is that all City and is that open to development?

Member Michel- That is the Garden City substation. A lot of that is utility rights-of-way. That would have to be designed into the development.

CLOSE PUBLIC COMMENT

Staff Charles-Jennie Barker Road, when they annexed this very large piece of property, the City did the road as well. Whoever develops first, Jennie Barker will get improved. We have been in talks with KDOT and if some weren't aware a portion of 156 has been annexed into the city when we annexed the tract here. The city does have ability, and some say to where the entrance goes. They will have a minimum off Hwy 156.

Member Rupp- If in the development they decide that there is going to be water going down the ditch and they need to improve the ditch. Is it the developer's responsibility to pay for the upgrades?

Staff Charles- We would work with the developers on what they would do when they submit their plans. DD2 will be notified about whatever improvements they will need to make. We won't just let it go as is and we'll make sure that DD2 is involved in those drainage discussions on how they plan to detain or retain the water.

MEMBER MICHEL MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING REQUEST FROM "A" AGRICULTURAL DISTRICT (COUNTY ZONING) TO "C-2" GENERAL COMMERCIAL DISTRICT (CITY ZONING). MEMBER COLLINS SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

ADJOURN

The meeting was adjourned at 10:15 A.M.

Trent Maxwell	Secretary	Vicki Germann	Chairman
Aleecya Charles	Staff	Sean Collins	Vice-Chairman

(Published in the Garden City Telegram on the _____ day of July 2024)

ORDINANCE NO. _____ - 2024

AN ORDINANCE APPROVING THE REZONING OF CERTAIN LAND IN THE CORPORATE LIMITS OF GARDEN CITY, KANSAS FROM "A" AGRICULTURAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT FOR RECENTLY ANNEXED PROPERTY; AMENDING THE ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; AND REPEALING THE CURRENT ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE SAME; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. The purpose of this ordinance is to rezone certain real property pursuant to K.S.A. 12-757 and pursuant to a request submitted by **LUCKY 4 INVESTMENTS LLC**, a Kansas limited liability company, for commercial development of the property. The further purpose of this ordinance is to rezone the recently annexed property from a county zoning district classification to a city zoning district classification.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, with all amendments thereto, is hereby amended to rezone the below described real property situated in Garden City, FINNEY County, KANSAS, from "A" Agricultural District pursuant to the Zoning Regulations of Finney County, Kansas to "C-2" General Commercial District pursuant to the Zoning Regulations of Garden City, Kansas:

Considering the bearing of the west line of the Southwest Quarter of Section3, T 24 S, R 32 W, Finney County, Kansas as bearing N 0°45'25" W and all bearings herein relative thereto. Starting at the Southwest Corner of said Section 3, thence N 0°45'25" W 430.06 feet along said West line, to the Point of Beginning; thence continuing along said line N 0°45'25" W 819.04 feet; thence N 43°20'42" E 1013.02 feet; thence N 0°45'25" W 43.13 feet; thence N 43°20'42" E 1241.64 feet; thence S 45°56'35" E 600.00 feet to the Northerly right-of-way line of highway K-156; thence along said right-of-way line S 43°20'42" W 1544.21 feet; thence continuing along said right-of-way line N 46°39'18" W 10.00 feet; thence S 43°20'42" W 600.00 feet; thence S 46°39'18" E 10.00 feet; thence S 43°20'42" W 722.10 feet, to the Point of Beginning. Said tract containing 34.43 acres, more or less.

SECTION 3. The District Zoning Map of the City of Garden City, Kansas, referred to in Article 3, Section 3.020 of the Zoning Regulations of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

SECTION 4. The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same are hereby repealed, to be replaced as specified in this ordinance. All sections of said Zoning Ordinance, Zoning Regulations, District Zoning Map not specifically amended herein, shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of July, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: July 16, 2024
RE: GC2024-23: Rezone for the property generally located at the West half of Section 2, Township 24, Range 32 West, Garden City, Kansas.

ISSUE:

The Governing Body is asked to consider and approve an ordinance rezoning from "A" Agricultural District (County zoning) to "R-3" Multiple Family Residential District (City zoning) for the property generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the City of Garden City, Kansas from "A" Agricultural District (County zoning) to "R-3" Multiple Family Residential District (City zoning); amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the code of ordinances of the City of Garden City, Kansas.

BACKGROUND:

Lucky 4 Investment is requesting to rezone the property generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas from "A" Agricultural District (County) to "R-3" Multiple Family Residential District (City Zoning), (Figure 1). The property being rezoned contains +/- 63 acres and is currently vacant. The property was annexed into the City on November 15, 2022. The property owner intends develop this property for multi-family housing in the future.

STAFF ANALYSIS

The proposed land use is consistent with the Comprehensive Plan. The current Comprehensive Plan/Future Land Use map has this property categorized as residential potential. "R-3" Multiple Family Residential district (City Zoning) will be the most appropriate zoning district for an apartment complex as they are a permitted use within this zoning district. Rezoning the property will not affect any of the surrounding properties.

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

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

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

ALTERNATIVES:

1. The Governing Body may adopt the Planning Commission's recommendation by approving the proposed ordinance.
2. The Governing Body may override the Planning Commission's recommendation by a 2/3 majority vote.
3. The Governing Body may return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

RECOMMENDATION:

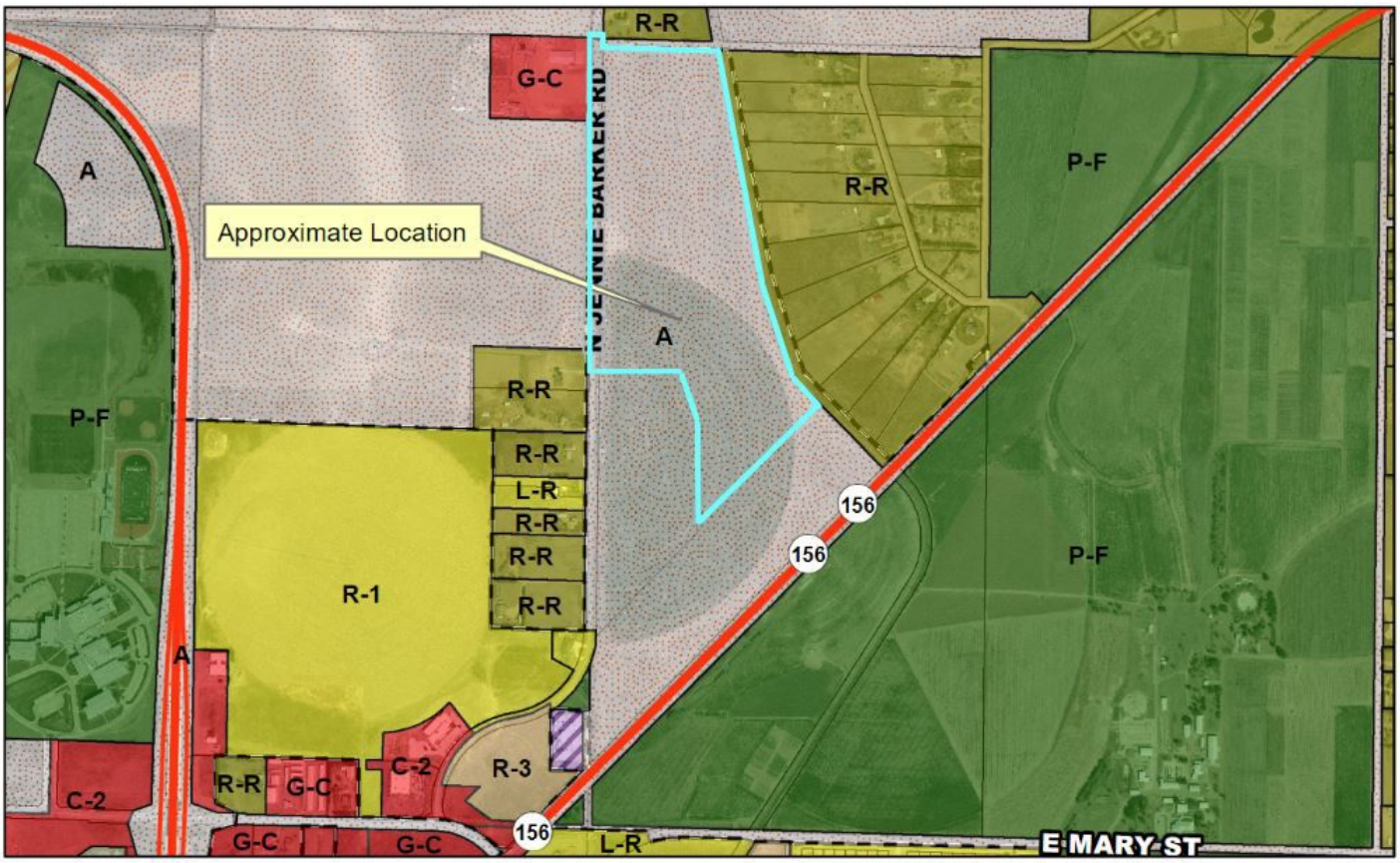
The Planning Commission recommended approval of the rezoning request at the June 20, 2024 meeting. Staff recommends adopting the Planning Commission's recommendation by approving the proposed ordinance.

FISCAL NOTE:

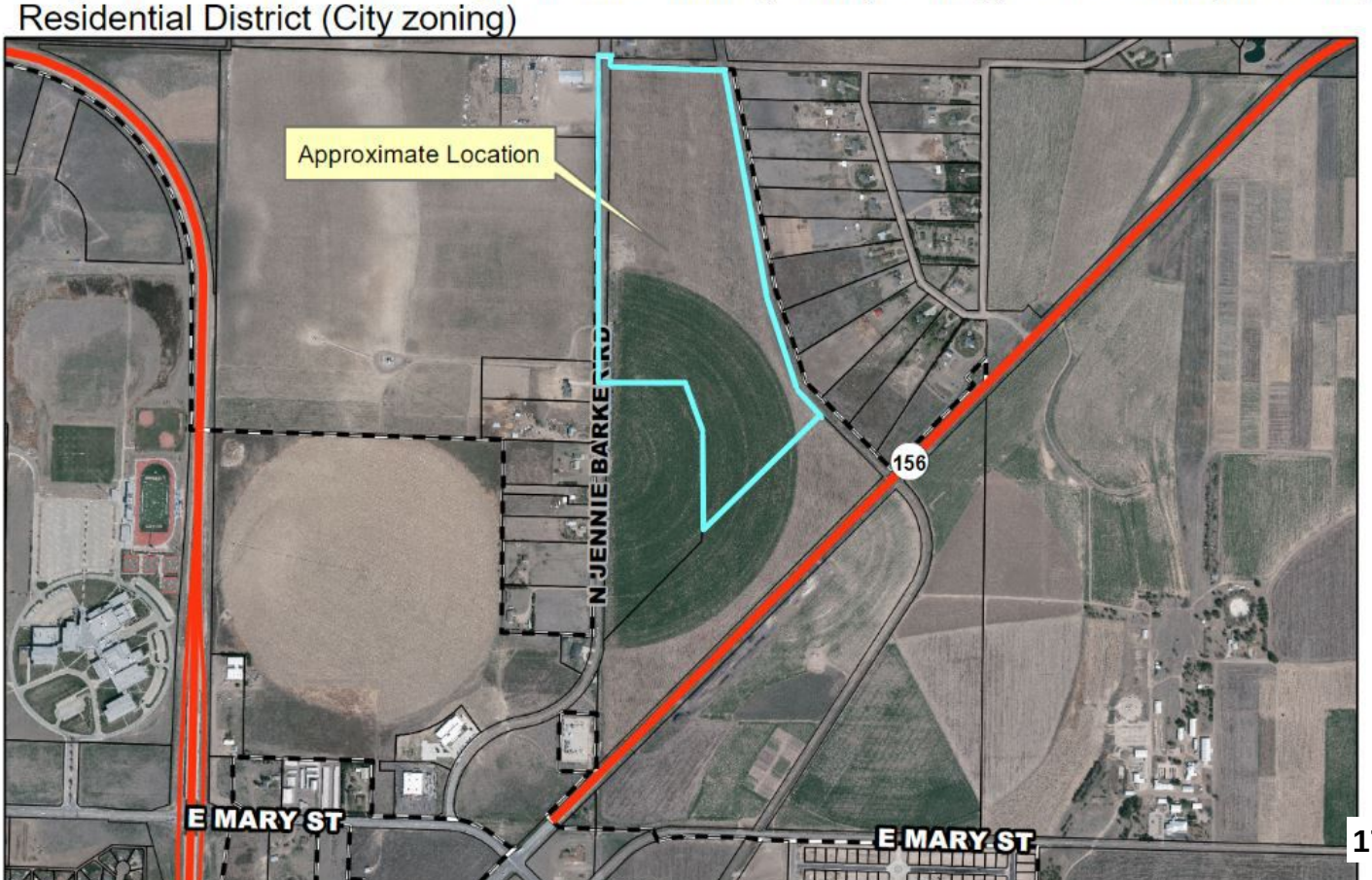
None.

ATTACHMENTS:

Vicinity Map
General Information
Planning Commission Minute Excerpts
Rezone Ordinance



Case Number: GC2024-23
Applicant: Lucky 4 Investment
Address: Generally located at West half of Section 3, Township 24, Range 32 West, Garden City, Kansas
Request: A rezone from "A" Agricultural District (County zoning) to "R-3" Multiple Family Residential District (City zoning)



STAFF REPORT

GC2024-23: Rezoning from "A" Agricultural District (County Zoning) to "R-3" Multiple Family Residential District (City Zoning) for property generally located at the West half of Section 3, Township 24, Range 32 West, Garden City, Kansas

GENERAL INFORMATION

Date:	June 20, 2024	**Jurisdiction:**	Garden City
Owner:	Lucky 4 Investment		
Applicant:	Lucky 4 Investment		
Requested Action:	Rezone from "A" Agricultural District (County Zoning) to "R-3" Multiple Family Residential District (City Zoning)		
Purpose:	To create more housing units.		
Location address:	West half of Section 3, Township 24, Range 32 West, Garden City, Kansas		
Comprehensive Plan:	The proposed land use is consistent with the Comprehensive Plan.		
Sites Existing Zoning:	"A" Agricultural District (County Zoning)		
Surrounding Zoning:	North: "R-R" Rural Residential District (County Zoning) South: "P-F" Public Facilities District (County Zoning) East: "R-R" Rural Residential District (County Zoning) West: "A" Agricultural District and "R-R" Rural Residential District (County Zoning)		
Land Area:	Contains 63 +/- acres		
Notice Date:	This project was published and noticed by mail as required by code.		

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

June 20, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, June 20, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins via Teams Meeting, Member Crist, Member Crocket, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** May 16, 2024

Member Anliker made a motion to approve the minutes from May 16, 2024. *Member Crockett* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.
CLOSED PUBLIC COMMENT

4. GENERAL STAFF REPORT AND UPDATE

Staff Charles presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.
b. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
c. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
d. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
e. All application files in their entirety including Staff Reports

6. NEW BUSINESS

GC2024-23 Rezoning from "A" Agricultural District (County Zoning) to "R-3" Multiple-Family Residential District (City Zoning) for the property generally located at the West half of Section 3, Township 24, Range 32 West, Garden City, Kansas

Staff Presisto- Presented staff report.

James McGowen, Representative for the Applicant- For this part I believe we have outlined a really good area for the City to expand in its natural progression in heading to the north east and what I believe helps with this with the multi-family is, you cannot see it on the map, but there is a flood zone between the developed areas and the current houses that are there on the east side and so for those that are already there, there will be an actual barrier with that flood zone.

Member Rupp- So you're saying that within the flood zone there will be no development?

James McGowen- At this time there are no plans.

Member Rupp- That is a large piece of the property.

Chair Germann- Is that the 2009 (floodplain map)?

Staff Charles- Yes.

OPEN PUBLIC HEARING

Tina Burgardt, Representative for District Drainage 2- I am the chair for District Drainage 2 which is at the bottom end that runs right in the middle of the section of the flood plain. We have concerns of high-density residential runoff. We have a metering box at 156 (Hwy). If there is enough from this that cannot get through, it is going to back up there and it can exude into the flood plain. There is also another issue with the commercial thing. We will need extra space to reshape the ditch if you are going to put multi-family housing in there. The ditch at this point is not safe if children get in it. The banks are rather steep. It works for agricultural use. So, the runoff has to remain at that level. We can't go beyond that level, but we would like to be able to talk to the developer about being able to get some extra right-of-way to reshape the ditch, so it is safer if some children crawl down there. You are not going to keep them out. If there is water, they are going to be there. You just saw in Wichita where a child wandered away and was drowned in a drainage facility or some water facility that was close by. That is a concern to me as a chair. We don't want that kind of liability. We have reached out and made some phone calls, our engineer did, and we haven't received any comment back or any contact from the developer yet on that one. That is our concern, that the drainage remains at an agricultural level.

Chair Germann- Would that be something that the city would look into as far as engineering?

Staff Charles- The developer will be responsible for coming up with their plans on how they intend to maintain the current drainage and any additional drainage, how they are going to either retain or detain that drainage. So, once they get to the developing stage when they start submitting plans, we'll ask for further drainage study and some of that information. When they purchased the property, our engineer had some discussions with some of the developers and since then have worked with their surveyors as well.

Tina Burgardt- As a person that lives in that district, I need to make a comment to you. We have the event center up there on Mary Street. I live close to a quarter of a mile, not quite caddy corner from that and when there are dances and events up there, we hear the boom, boom, boom all night long until about 12:00, 1:00, 1:30, 2:00 in the morning. If you are considering putting multi-family housing over there you are going to need to be considering children. It would be hard for parents to get those children to sleep at night. And they are going to rent it when they can. The other issue up there, we get from there big shuttles that you carry in the back of your pickup with water. I'm not sure what they use them for, but I know that it is coming from there and in a big wind they are blown all the way over to my house. And like I said, I am almost a mile away. So, there are some safety concerns there and quality of life concerns.

John Murry, Neighboring Property Owner- He originally put in for an event center and then he went in and said that he was going to do the paintballs and if you drive up by there that place looks like a trash dump. He should never have been allowed to do that. If he's going to be allowed to do that, he should have to put a fence around the whole thing so that nobody can see it because it is just trashy. To go back to this other thing, we do have problems even in our development with problems draining and draining down through there. So, if they're going to do this the city needs to be looking at all new commercial ones. They need to put in some retention ponds to hold the excess water that is going to come off there. That would help with that. I need to know how many units you are going to put in. There are going to be multi-family so basically, they are apartments, or are they going to be duplexes? What are they going to be?

James McGowen- There's plans for a mix of both.

John Murry- You don't plan on putting any in this flood district? Even in the future?

James McGowen- Not at this time.

John Murry- Where are you going to enter that? Off Jennie Barker?

James McGowen- Yes.

John Murry- So you are going to have the extra traffic coming off there coming onto Mary Street from there.

James McGowen-Yes.

John Murry-So you are going to bring the sewer out there and water from town?

James McGowen- Yes.

John Murry- You are not going to have any wells like Southwind?

James McGowen- No.

John Murry- That's what I needed to know. We moved out there to be rural and now the city has moved out to us. We would like to know; you guys only send out to one thousand feet (owner notifications). We are right on the other side of the thousand feet, and you ought to let the whole development know if you are going to send stuff out to people. The only reason I know is because of my daughter.

Kay Hoskinson, Neighboring property owner- We are familiar with the drainage, of course we haven't had any rain, but down by Liberal they got seven to ten inches so it could happen anytime. It is a flood zone as you can see. I'm concerned about the same things that my fellow residents have brought up and the fact that if you are going to incorporate this into the city, are you going to extend it to Antelope Hills? Also, access from the highway I'm sure is not available to this area. Because we are the ones closest to the highway, we signed an agreement with the State about the highway giving up all access to the 156 Highway. So, it all has to come off Jennie Barker. I'm sure that the state is not going to allow, because the next item on your agenda is commercial. I'm sure the state is not going to allow access from 156. Especially from our intersection down there at Jennie Barker, Mary and Highway 156 intersection. I can't imagine allowing anything to happen there. Those are my comments that I hope you take into consideration.

John Murry- We have had big rains, and this area fills up with water and can be a big pond right there for a while until it drains out. We have seen that as being a pond further up, so there is a problem when it rains heavily. That is on their side of the property.

Christina Powell, Neighboring Property Owner- Kind of like John said earlier, we all moved out there to be rural. So, we have horses, we have four wheelers, we have all the things that rural families do in their houses out there. We don't want that to change with the development to the west. Our concern is, are we going to stay rural? Are there going to be rules about what we can do? It's a whole rural life and we don't want that disturbed.

Audra Peitz, Neighboring Property Owner- We moved out there strictly for horsing and we live right in front of where the Happy Express is and I can tell you that when we go out there and ride, because we have a big arena out there and we compete, there is always a risk we take having our horses out there with that type of noise. We haven't had any problems lately, but we have had EMS out there because a horse gets spooked, and it has been brought on by the Happy Express. With the development you guys will think that they will stay on their side but when those kids come out of that place drinking, they come through our area, and we have a lot of value out at our place, and we can't afford to replace it all when things start happening. We have two daughters and three grandchildren, and I don't want to see anything happening to them even with the flood zones knowing that when we get rain out there, we are at a slant and our arena is in water. So, it may take weeks for us to get back out there to ride our horses. I just hope that you will take that into consideration to our side because there is a reason we moved out there.

CLOSE PUBLIC COMMENT

Member Rupp- Thank you for coming out. If I lived in your development, I would be right beside you and I appreciate you coming forward and expressing your concerns. Anytime you do a development there will be detention and retention ponds. They will have to reroute the water situation. You can't just build a development and not have a plan for your runoff water. So, I think that will solve that question. The good thing is that the city

is moving in that direction. Utilities are going that way so it's a tough deal. The city does need housing. We do need that, and it will open a lot of lots. We are running out of lots in town.

Member Michel- My question is the blue area is where you are going to build your development?

Chair Germann- Yes.

Member Michel- It looks like every bit of that development will be in the flood plain.

Staff Charles- Wilson and Company are engineers that we consult with that have done a flood study. As some of you know our time is coming up that we will get a visit from FEMA to get our maps updated. Our maps haven't been updated for quite some time. So, in anticipation of that Wilson has done a drainage study we have gotten that information to developers and worked with their surveyors on getting some things worked out. They don't have anything submitted but I will say that they do have some stuff in the works. So, the city and the engineers are working with their developers to figure out what they need to do for their drainage.

Member Michel- As this flood plain shows now it is not correct?

Staff Charles- What is showing now is the 2009 map. This is the one that we use as our best available information. If you like we can pull up some of that study information that Wilson and Company has done. It is not public information that we have just given out, as it is just a study, and we are looking to use that study for city limits as the best available information instead of using the 2009 maps.

Member Crist- Wouldn't it be prudent to have all that information before the rezoning is authorized?

Staff Charles- As a rezoning I will direct you to the criteria of a rezoning. What they are asking right now is just to rezone the property to have residential out there. The rezone request does not ask to take into consideration what they plan to do for layout or where their drainage or how they will detain or retain for the development because it is all preliminary information. Right now, they are just requesting that you consider rezoning to see if that is something they can do in the future.

Chair Germann- Like Lance was saying. We both live in rural areas, and we are not that far from town. We moved there because we like that rural life, but growth happens, and change happens, and we understand that someday this will very likely be happening in our neighborhood as well. I just want you to know that we empathize, but it is impossible for a community to grow and jumping it has to be consistent. The utilities and things have to come directly and pass through and there are challenges with that, and we certainly appreciate your input, and we are very thankful for each of you coming out because that does help us with our decisions in moving forward and helping us with our decisions. At this point it is just a rezone, but it does help us in making our determination as well.

Member Collins- I think you hit it on the nail. It is the price of progress.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING REQUEST FROM "A" AGRICULTURAL DISTRICT (COUNTY ZONING) TO "R-3" *MULTI-FAMILY RESIDENTIAL DISTRICT (CITY ZONING). MEMBER ANLIKER SECONDED THE MOTION.*

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Nay	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

Member Crist left the meeting.

ADJOURN

The meeting was adjourned at 10:15 A.M.

Trent Maxwell	Secretary	Vicki Germann	Chairman
Aleecya Charles	Staff	Sean Collins	Vice-Chairman

(Published in the Garden City Telegram on the _____ day of July 2024)

ORDINANCE NO. _____ - 2024

AN ORDINANCE APPROVING THE REZONING OF CERTAIN LAND IN THE CORPORATE LIMITS OF GARDEN CITY, KANSAS FROM "A" AGRICULTURAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT FOR RECENTLY ANNEXED PROPERTY; AMENDING THE ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; AND REPEALING THE CURRENT ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE SAME; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. The purpose of this ordinance is to rezone certain real property pursuant to K.S.A. 12-757 and pursuant to a request submitted by **LUCKY 4 INVESTMENTS LLC**, a Kansas limited liability company, for development of the property into multi-family housing. The further purpose of this ordinance is to rezone the recently annexed property from a county zoning district classification to a city zoning district classification.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, with all amendments thereto, is hereby amended to rezone the below described real property situated in Garden City, FINNEY County, KANSAS, from "A" Agricultural District pursuant to the Zoning Regulations of Finney County, Kansas to "R-3" Multiple Family Residential District pursuant to the Zoning Regulations of Garden City, Kansas:

Considering the bearing of the West line of the Northwest Quarter of Section3, T 24 S, R 32 W, Finney County, Kansas as bearing N 0°45'27" W and all bearings herein relative thereto. Starting at the West Quarter Corner of said Section 3, thence N 0°45'27" W 417.01 feet to the Point of Beginning; thence continuing N 0°45'27" W 2224.39 feet along said West line, to the Northwest Corner of said Northwest Quarter; thence S 89°56'02" E 40.00 feet; thence S 0°45'27" E 60.94 feet; thence S 89°57'35" E 842.73 feet; thence S 12°19'35" E 1535.57 feet; thence S 19°55'35" E 674.84 feet: thence S 45°56'35" E 221.25 feet; thence S 43°20'42" W 1241.64 feet; thence N 0°45'25" W 698.87 feet; thence N 21°34'25" W 363.00 feet; thence S 89°14'33" W 576.00 feet, to the Point of Beginning. Said tract containing 67.33 acres, more or less.

SECTION 3. The District Zoning Map of the City of Garden City, Kansas, referred to in Article 3, Section 3.020 of the Zoning Regulations of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

SECTION 4. The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same are hereby repealed, to be replaced as specified in this ordinance. All sections of said Zoning Ordinance, Zoning Regulations, District Zoning Map not specifically amended herein, shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of July, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

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GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: July 16, 2024
RE: GC2023-13: Rezone and PCD Plan for the property generally located at 1801 Palace Dr., Garden City, Kansas.

ISSUE:

The Governing Body is asked to consider and approve an ordinance rezoning from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District for the property generally located at 1801 Palace Drive.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the City of Garden City, Kansas from "A" Agricultural District to "C-2" General Commercial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the code of ordinances of the City of Garden City, Kansas.

BACKGROUND:

Hawkeye Development is requesting to rezone the property generally located at 1801 Palace Drive, Garden City, Kansas from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District, (Figure 1). The property is currently vacant and contains +/- 5.7 acres. The owner intends to phase this development into three phases. The first phase being a +/- 62-unit apartment building, phase two will consist of a new commercial building, and phase three will be a mixed-use development of commercial and residential units.

STAFF ANALYSIS

The proposed land use is consistent with the Comprehensive Plan. The Comprehensive Plan/Future Land Use map has this property categorized as mixed-use potential. "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District would be the most appropriate zoning district and overlay district for a mixed-use development. This project is also going through the platting process, and will need to go through the site plan review process for the entire development. The developer intends to use the Reinvestment Housing Incentive District for Phase 1. Rezoning the property will not affect any of the surrounding properties.

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

27.040. AMENDMENT EVALUATION CRITERIA. Prior to taking any action on a request for ar amendment which is not a general revision of the Zoning Regulations and which will affect specific

property, the Planning Commission shall give consideration to the following evaluation criteria:

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

ALTERNATIVES:

1. The Governing Body may adopt the Planning Commission's recommendation by approving the proposed ordinance.
2. The Governing Body may override the Planning Commission's recommendation by a 2/3 majority vote.
3. The Governing Body may return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

RECOMMENDATION:

The Planning Commission recommended approval of the rezoning request and PCD plan. Staff recommends adopting the Planning Commission's recommendation by approving the proposed ordinance.

FISCAL NOTE:

None.

ATTACHMENTS:

Vicinity Map
General Information
Sligo Station PCD Plan
Planning Commission Minute Excerpt
Rezone Ordinance



Case Number: GC2023-13
Applicant: Hawkeye Development LLC
Address: 1801 Palace Drive
Request: Rezone from "R-C" Condominium-Townhouse District to "C-2" General with Commercial District with a "PCD" Planned Commercial Development Overlay



STAFF REPORT

GC2023-13: Rezoning from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District for property generally located at 1801 Palace Drive, Garden City, Kansas

GENERAL INFORMATION

Date:	June 20, 2024	**Jurisdiction:**	Garden City
Owner:	Hawkeye Development		
Applicant:	Hawkeye Development		
Requested Action:	Rezoning from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District		
Purpose:	The owner intends to create a residential and a commercial/mixed use development.		
Location address:	1801 Palace Drive, Garden City, Kansas		
Comprehensive Plan:	The proposed land use is consistent with the Comprehensive Plan.		
Sites Existing Zoning:	"R-C" Condominium-Townhouse District		
Surrounding Zoning:	North "G-C" General Commercial District South "G-C" General Commercial District East "G-C" General Commercial District West "G-C" General Commercial District		
Land Area:	Contains +/- 5.7 acres		
Notice Date:	This project was published and noticed by mail as required by code.		

PLANNED COMMERCIAL DEVELOPMENT PLAN
SLIGO STATION

RECITALS

A. **HAWKEYE DEVELOPMENT LLC**, a Kansas limited liability company ("DEVELOPER") is the owner and developer of certain real property situated in Garden City, Finney County, Kansas and more particularly described herein.

B. Said property is currently zoned as R-C, Condominium – Townhouse District and the Property is currently vacant with no current use.

C. DEVELOPER has tentative plans for future development to occur on said property to consist of Phase 1, Phase 2, and Phase 3, as more particularly described herein, and desires for all phases to be subject to this PCD Plan at this time.

D. DEVELOPER desires for the development to be a mix of both residential and commercial units and such mixed-use is not permitted by the Zoning Regulations of the City of Garden City, Kansas ("Zoning Regulations") for the existing zoning district.

E. DEVELOPER has made application to the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), for the rezoning of such real property to a Planned Commercial Development Overlay District, pursuant to Article 20-A, "PCD" Planned Commercial Development Overlay District, of the Zoning Regulations, with an underlying zoning district of C-2, General Commercial District ("Underlying District").

F. The rezoning application was presented to and approved for recommendation by the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission") pursuant to a staff report, a copy of which is attached hereto as **Exhibit A** and is hereby incorporated by reference as if fully set forth herein to the extent approved by the Governing Body ("Planning Commission Staff Report").

G. The CITY desires to promote the innovative and efficient uses of the Property by providing greater flexibility than what is provided by the fixed standards of the Underlying District.

PLAN

NOW, THEREFORE, CITY proposes this Planned Commercial Development Plan ("PCD Plan") pursuant to Article 20-A, "PCD" Planned Commercial Development Overlay District, of the Zoning Regulations, as follows:

1. **COPIES AND COUNTERPARTS.** This PCD Plan may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same PCD Plan. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature. CITY and DEVELOPER shall each receive one (1) hard copy of the executed PCD Plan, which shall include any documents, exhibits, attachments, and other documents submitted in support thereof. CITY shall retain one (1) digital copy of the same and the digital copy shall be retained at the discretion of the Director of the Neighborhood & Development Services department.

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2. **PROPOSED PRELIMINARY PLAT OR REPLAT.** A preliminary plat of the real property subject to this PCD Plan and more particularly described herein was presented to and approved for recommendation by the Planning Commission, a copy of which is attached hereto as **Exhibit B** and

is hereby incorporated by reference as if fully set forth herein ("Preliminary Plat"). All lots, parcels, and tracts of land within said property are shown to have been platted into a single subdivision by way of the Preliminary Plat and, therefore, the Preliminary Plat is in compliance with Section 20-A.070(B)(2) of the Zoning Regulations.

3. **LEGAL DESCRIPTION.** The following described real estate situated in Garden City, Finney County, Kansas shall be subject to this PCD Plan, to wit:

> **All of Miriah Heights Two, Garden City, Finney County, Kansas, recorded on December 5, 1990 at the Finney County Register of Deeds Office, except that part dedicated for Palace Drive Roadway and Utility Easement, being more particularly described as follows: Beginning at the southeast corner of lot 17, block 1 of Miriah Heights Two, Garden City, Finney County, Kansas; thence on along the east line of said Miriah Heights Two, N 00°20'00" E, a distance of 376.15 feet to the northeast corner of said Miriah Heights Two; thence N 89°41'32" W along the north line of said Miriah Heights Two, a distance of 696.18 feet; thence N 00°16'01" E, a distance of 9.90 feet; thence N 89°43'59" W, a distance of 43.01 feet to the northwest corner of said Miriah Heights Two; thence S 00°24'49" E, a distance of 339.24 feet to the southwest corner of said Miriah Heights Two; thence S 89°41'28" E, a distance of 556.22 feet; thence S 62°01'41" E, a distance of 99.97 feet; thence S 89°27'14" E, a distance of 90.00 feet to the point of beginning. Said tract contains 5.73 acres, more or less ("Property").**

4. **DEVELOPMENT NAME.** The development upon on the Property shall be named the Sligo Station and such name is found to be consistent with any existing or proposed plat.

5. **MULTI-PHASED DEVELOPMENT.** The Property shall be developed in accordance with the Preliminary Site Plan and this PCD Plan. The Property will be developed as a multi-phased development with: (a) Phase 1 consisting of one 62 +/- unit apartment building; (b) Phase 2 consisting of a new commercial building; and (c) Phase 3 consisting of a new mixed-use development of commercial and residential uses. The boundaries of the entire development and the individual phases are designated on the Preliminary Master Plan, as defined below. Nothing in this PCD Plan, or any document, exhibit, attachment, or other document submitted in support thereof, shall be construed as authorizing or approving the development of any real property, structure, or infrastructure situated outside of Phase 1, Phase 2, or Phase 3. Notwithstanding the foregoing and in the event that DEVELOPER desires to proceed with the future phase designated on the Preliminary Master Plan as Public Plaza Design TBD (Future Phase)", DEVELOPER shall request an amendment to this PCD Plan to include such future phase. DEVELOPER understands and acknowledges that any such amendment, if approved by CITY, shall require each such phase to comply with Article 20-A, "PCD" Planned Commercial Development Overlay District, of the Zoning Regulations and all other applicable codes, ordinances, regulations, and policies of CITY.

6. **SITE PLAN.** DEVELOPER has submitted a preliminary master plan to show the location of all proposed or existing buildings, signs, drives, parking areas, and sidewalks for all phases of the Property, a copy of which is attached hereto as **Exhibit C** and is hereby incorporated by reference as if fully set forth herein ("Preliminary Master Plan"). The Preliminary Master Plan is submitted to show compliance with Section 20-A.070(B)(6) of the Zoning Regulations, exclusively, and for no other purpose. Nothing in this PCD Plan, or any document, exhibit, attachment, or other document submitted

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in support thereof, shall be construed as authorizing or approving the development or any part thereof for purposes of the site plan requirements of Section 1.090 of the Zoning Regulations. DEVELOPER shall, independent to this PCD Plan, undergo the process for showing compliance with the site plan requirements of Section 1.090 of the Zoning Regulations.

7. **BUILDING LAYOUT.** The Preliminary Master Plan includes a building layout that provides a description, rendering, and graphic examples of the proposed buildings and the general characteristics to be found in all phases of the Property.

8. **PROJECT STATEMENT.** DEVELOPER has prepared and submitted a project statement meeting the requirements of Section 20-A.070(B)(8) of the Zoning Regulations, a copy of the Project Statement is attached hereto as **Exhibit D** and is hereby incorporated by reference as if fully set forth herein.

9. **DEVELOPMENT TIMELINE.** The improvements for Phase 1 shall commence on or before January 1, 2025, subject to the availability and delivery of equipment and materials. Notwithstanding the foregoing, the development of infrastructure, site, and building improvements shall be subject to the following:

a. **SUBSTANTIAL COMPLETION**

i. **SUBSTANTIAL COMPLETION – PHASE 1.** Each building within Phase 1, whether existing or proposed, that is subject to this PCD Plan shall be substantially completed for occupant use within two (2) years following the date of approval of this PCD Plan by the Governing Body. In the event that all such buildings are not substantially completed for occupant use by such deadline, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned two (2) year period.

ii. **SUBSTANTIAL COMPLETION – PHASE 2**. Each building within Phase 2, whether existing or proposed, that is subject to this PCD Plan shall be substantially completed for occupant use on or before December 31, 2027. In the event that all such buildings are not substantially completed for occupant by such deadline, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned period.

iii. **SUBSTANTIAL COMPLETION – PHASE 3**. Each building within Phase 3, whether existing or proposed, that is subject to this PCD Plan shall be substantially completed for occupant use on or before December 31, 2031. In the event that all such buildings are not substantially completed for occupant by such deadline, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned period.

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b. **ADMINISTRATIVE EXTENSION.** The sole owner or all owners, as the case may be, of each lot, parcel, or tract of land within the Property may make a request for an administrative extension of any deadline pursuant to Paragraph 9(a), Substantial Completion, herein. Any request for an administrative extension shall be submitted in writing to the Neighborhood & Development Services department. Any such administrative request shall be subject to the approval of the Director of the Neighborhood & Development Services department, subject to the following limitations: (1) no such administrative extension shall be granted if any administrative extension has been previously granted, in any manner; and (2) no such administrative extensions shall grant an extension for a period of more than two (2) years from the last day of the original two-year (2-year) period.

c. **ADDITIONAL EXTENSIONS.** Any further extensions of any deadline pursuant to Paragraph 9(a), Substantial Completion, herein, beyond the administrative extension set forth in Paragraph 9(b), Administrative Extension, herein, shall be made to and subject to the approval of the Governing Body.

10. **LANDSCAPING PLAN.**

a. A preliminary landscaping plan showing the general layout of landscaping, screening, and buffering within the Property has been submitted by DEVELOPER, a copy of which is attached hereto as **Exhibit E**. The preliminary landscaping plan has not yet been approved by CITY for purposes of Article 36 of the Zoning Regulations. DEVELOPER shall, independent to this PCD Plan, submit a final landscaping plan that complies with Article 36 of the Zoning Regulations. DEVELOPER shall submit any such final landscaping plan as part of the process for showing compliance with the site plan requirements of Section 1.090 of the Zoning Regulations.

11. **ADDITIONAL PROVISIONS – SIDEWALKS.**

a. **PUBLIC SIDEWALK.** DEVELOPER shall construct a new public sidewalk, including, but not limited to, any ramp, landing, or other pedestrian accessibility feature, within the right-of-way of Palace Drive and College Drive along the Property and in a manner that connects the existing public sidewalk situated to the west of Phase 1 with the existing public sidewalk situated to the east of Phase 3.

b. **CONSTRUCTION TIMELINE.** Construction of such sidewalk shall commence and be substantially completed as follows:

i. **SUBSTANTIAL COMPLETION – PHASE 1.** The construction of the portion of the sidewalk within Phase 1 shall commence and be substantially completed in accordance with the development timeline for Phase 1 set forth in Paragraph 9, Substantial Completion, herein.

ii. **SUBSTANTIAL COMPLETION – PHASE 2.** The construction of the portion of the sidewalk within Phase 2 shall commence and be substantially completed in accordance with the development timeline for Phase 2 set forth in Paragraph 9, Substantial Completion, herein. In the event that Phase 2 is not substantially completed within such development timeline, DEVELOPER shall construct the portion of the sidewalk within Phase 2

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on or before December 31, 2027.

iii. **SUBSTANTIAL COMPLETION – PHASE 3.** The construction of the portion of the sidewalk within Phase 3 shall commence and be substantially completed in accordance with the development timeline for Phase 3 set forth in Paragraph 9, Substantial Completion, herein. In the event that Phase 3 is not substantially completed within such development timeline, DEVELOPER shall construct the portion of the sidewalk within Phase 3 on or before December 31, 2031.

c. **FAILURE TO TIMELY CONSTRUCT.** Notwithstanding the foregoing and in the event that DEVELOPER fails to commence construction or substantially complete any portion of the sidewalk by its respective deadline set forth in subparagraph (b) of Paragraph 11, Additional Provisions – Sidewalks, herein, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned two (2) year period.

d. **SPECIFICATIONS NOT AFFECTED.** Nothing contained herein shall be construed as a variance, exception, or waiver of any requirement for DEVELOPER to construct the sidewalk in accordance with the *General Improvements Handbook* of the CITY, the *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* of the United States Access Board, or any applicable provisions of any code, ordinance, regulation, or statute of any local, state, or federal government, or agency thereof, relating to sidewalks, including, but not limited to, the Code of Ordinances of Garden City, Kansas notwithstanding the private property exception set forth in Section 78-79 of said code, the International Building Code as incorporated by reference by CITY, and any federal statute, regulation, or guideline relating to the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (2018), and amendments thereto.

12. **PERMITTED USES.** The permitted uses upon and within the Property shall be limited to the following uses and no others:

a. **COMMERCIAL USES.** Any permitted use of the respective Underlying District; and

b. **RESIDENTIAL USES.** All permitted uses for a R-3 Multiple Family Residential District are authorized for the Property and any such uses shall be subject to any further definitions and limitations for such use contained in the Zoning Regulations for a R-3 Multiple Family Residential District.

13. **DISTRICT CLASSIFICATION.** Any reference to the district classification of the Property shall be C-2 (PCD).

14. **APPLICABILITY OF UNDERLYING DISTRICT.** The provisions of the Zoning Regulations applicable to the Underlying District shall remain in effect, notwithstanding this PCD Plan, unless any such provision is specifically amended, changed, deleted, added to, or supplemented by this PCD Plan. Nothing in this PCD Plan shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to change any ordinance, regulation, code, policy, rule, or other requirement that is not specifically amended, changed, deleted, added to, or supplemented in this PCD Plan.

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15. **ISSUANCE OF PERMITS.** No building permit or occupancy certificate shall be issued for any building within the Property that is not in compliance with this PCD Plan.

16. **VIOLATIONS.** A violation of any term or condition of this PCD Plan shall constitute a violation of the Zoning Regulations and shall be punishable as provided for in Section 30.040 thereof. Nothing in this PCD Plan shall preclude the CITY from exercising any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, or otherwise.

17. **AMENDMENTS; VARIANCES.** This PCD Plan shall not be amended, changed, deleted, added to, or supplemented except by written agreement signed and approved by the Governing Body. Any such request shall be initiated by the sole owner or all owners, as the case may be, of each lot, parcel, or tract of land within the Property. The provisions of Article 29, Variances and Exceptions to the District Regulations, of the Zoning Regulations shall not apply to the Property. Any request for variance or exception to a provision of this PCD Plan shall be governed by the procedure for amendments set forth in the first sentence of this paragraph.

18. **COVENANTS TO RUN WITH THE LAND.** This PCD Plan shall constitute covenants that run with the land and are binding on any successors-in-interest.

19. **EFFECTIVE DATE.** The effective date of this PCD Plan shall be the date of approval of this PCD Plan by the Governing Body, irrespective of the date executed by the CITY and DEVELOPER.

20. **RECORDATION.** A Notice of this PCD Plan shall be recorded with the Register of Deeds, Finney County, Kansas, not later than thirty (30) days after its execution. This PCD Plan is too voluminous and/or not in an appropriate form for recording and, therefore, shall be available for review and inspection during normal business hours at:

City of Garden City, Kansas
Neighborhood & Development Services Department
301 N. 8th Street
Garden City, Kansas 67846

21. **REPRESENTATIVE CAPACITY.** The undersigned person executing this PCD Plan for DEVELOPER represents and warrants that said person is executing this PCD Plan in said person's capacity as the managing member of DEVELOPER, that said person is authorized by DEVELOPER to execute this PCD Plan on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this PCD Plan.

22. **CORPORATE AUTHORITY.** DEVELOPER hereby represents and warrants it has full company power to execute, deliver, and perform the terms and obligations of this PCD Plan and all of the foregoing has been duly and validly authorized by all necessary company proceedings. This PCD Plan constitutes the legal, valid, and binding obligation of DEVELOPER, enforceable in accordance with its terms.

[EXECUTIONS APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the CITY and DEVELOPER have executed this Agreement on this__ day of _____, 2024.

CITY OF GARDEN CITY, KANSAS

_____
Date

By DRAFT
MANUEL F. ORTIZ, Mayor

ATTEST:

DRAFT
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

HAWKEYE DEVELOPMENT LLC

_____
Date

By DRAFT
TIMOTHY HANNIGAN, Managing Member

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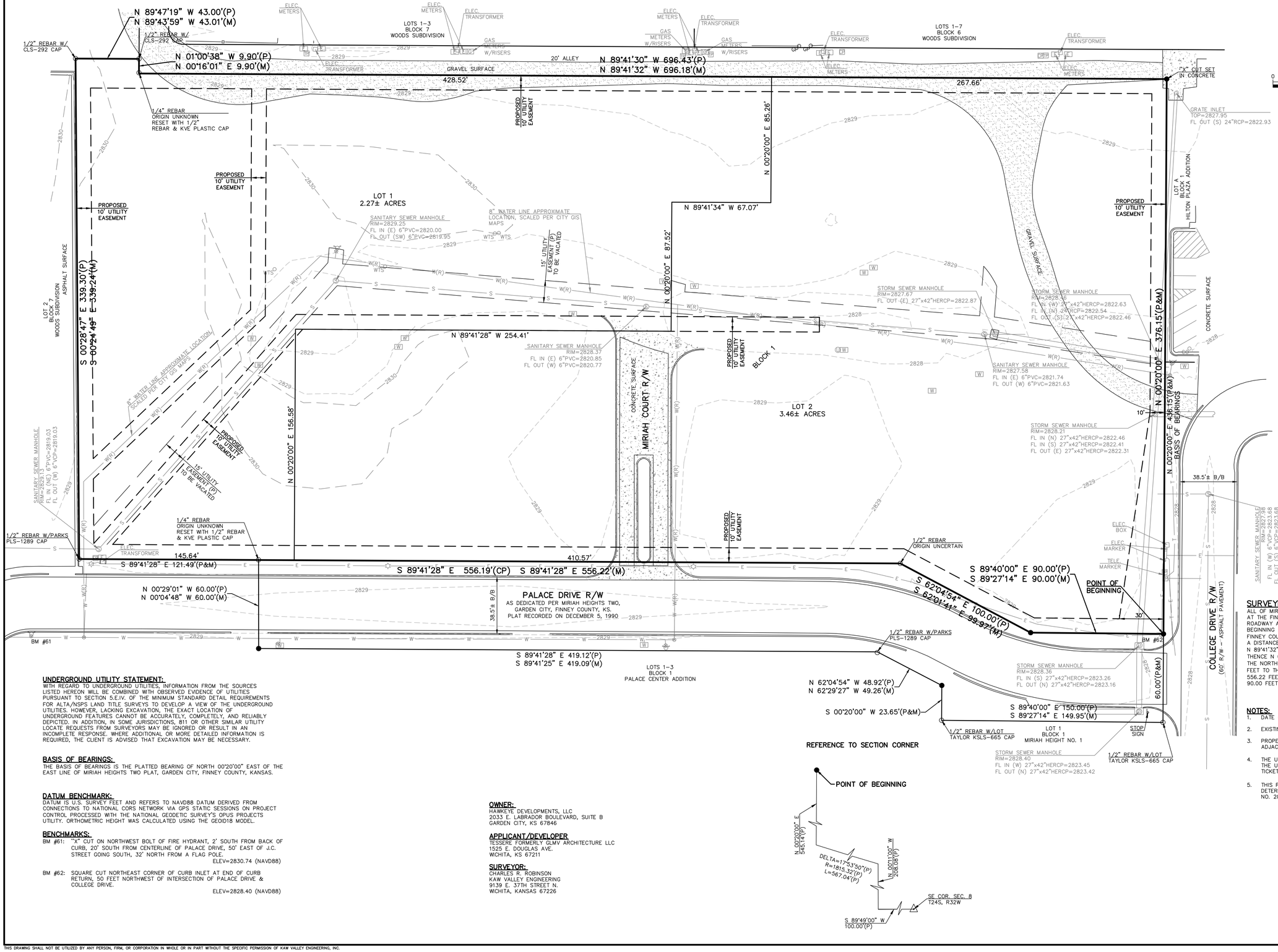
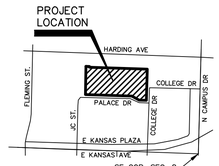
PRELIMINARY PLAT

SLIGO STATION ADDITION

A REPLAT OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS

Exhibit B





VICINITY MAP
GARDEN CITY, KS.

LEGEND

- MONUMENT FOUND
- 1/2" X 24" REBAR W/KVE CLS 20 PLASTIC CAP SET OR AS NOTED OTHERWISE
- (P) PLATTED PER MIRIAH HEIGHTS TWO, RECORDED ON DEC. 5, 1990 IN ENV. 328A.
- (M) MEASURED
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC BOX
- UTILITY MANHOLE
- E — UNDERGROUND ELECTRIC LINE
- CABLE TV PEDESTAL
- GAS METER
- WATER GATE VALVE
- WATER METER
- FIRE HYDRANT
- WTS WATER CATHODIC PROTECTION STATION
- W(R) — WATER LINE (SCALED PER CITY GIS MAPS)
- SANITARY SEWER MANHOLE
- CO SANITARY SEWER CLEAN-OUT
- S — SANITARY SEWER LINE
- STORM SEWER MANHOLE
- TELEPHONE PEDESTAL
- T — UNDERGROUND TELEPHONE LINE
- STREET SIGN
- GP GATE POST
- WOOD FENCE
- 2830 SPOT ELEVATION AT GROUND/PAVEMENT
- B/B BACK OF CURB TO BACK OF CURB
- LINE NOT DRAWN TO SCALE

SURVEYED PROPERTY DESCRIPTION:

ALL OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS, RECORDED ON DECEMBER 5, 1990 AT THE FINNEY COUNTY REGISTER OF DEEDS OFFICE, EXCEPT THAT PART DEDICATED FOR PALACE DRIVE ROADWAY AND UTILITY EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1 OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS; THENCE ON ALONG THE EAST LINE OF SAID MIRIAH HEIGHTS TWO, N 00°20'00" E, A DISTANCE OF 376.15 FEET TO THE NORTHEAST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE N 89°41'32" W ALONG THE NORTH LINE OF SAID MIRIAH HEIGHTS TWO, A DISTANCE OF 696.18 FEET; THENCE N 00°16'01" E, A DISTANCE OF 9.90 FEET; THENCE N 89°43'59" W, A DISTANCE OF 43.01 FEET TO THE NORTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE S 00°24'49" E, A DISTANCE OF 339.24 FEET TO THE SOUTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE S 89°41'28" E, A DISTANCE OF 556.22 FEET; THENCE S 62°01'41" E, A DISTANCE OF 99.97 FEET; THENCE S 89°27'14" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5.73 ACRES, MORE OR LESS.

NOTES:

1. DATE OF FIELD SURVEY: MARCH 31, 2024
2. EXISTING USE OF PROPERTY: VACANT LOT.
3. PROPERTY IS ZONED: R-C GENERAL CONDOMINIUM-TOWNHOUSE DISTRICT, ADJACENT PROPERTIES ZONED C-2 GENERAL COMMERCIAL DISTRICT.
4. THE UNDERGROUND UTILITY SHOWN HEREON WERE MARKED IN THE FIELD BY THE UTILITY OWNERS OR THEIR AGENTS IN RESPONSE TO KANSAS ONE CALL TICKET #24120259.
5. THIS PROPERTY IS LOCATED IN THE ZONE X, OTHER AREAS; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. PER FIRMETTE MAP NO. 2051860005 D DATED SEPTEMBER 3, 1997.

UNDERGROUND UTILITY STATEMENT:

WITH REGARD TO UNDERGROUND UTILITIES, INFORMATION FROM THE SOURCES LISTED HEREON WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS THE PLATTED BEARING OF NORTH 00°20'00" EAST OF THE EAST LINE OF MIRIAH HEIGHTS TWO PLAT, GARDEN CITY, FINNEY COUNTY, KANSAS.

DATUM BENCHMARK:

DATUM IS U.S. SURVEY FEET AND REFERS TO NAVD88 DATUM DERIVED FROM CONNECTIONS TO NATIONAL CORS NETWORK VIA GPS STATIC SESSIONS ON PROJECT CONTROL PROCESSED WITH THE NATIONAL GEODETIC SURVEY'S OPUS PROJECTS UTILITY. ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID18 MODEL.

BENCHMARKS:

BM #61: "X" CUT ON NORTHWEST BOLT OF FIRE HYDRANT, 2' SOUTH FROM BACK OF CURB, 20' SOUTH FROM CENTERLINE OF PALACE DRIVE, 50' EAST OF J.C. STREET GOING SOUTH, 32' NORTH FROM A FLAG POLE.
ELEV=2830.74 (NAVD88)

BM #62: SQUARE CUT NORTHEAST CORNER OF CURB INLET AT END OF CURB RETURN, 50 FEET NORTHWEST OF INTERSECTION OF PALACE DRIVE & COLLEGE DRIVE.
ELEV=2828.40 (NAVD88)

REFERENCE TO SECTION CORNER

OWNER:
HAWKEYE DEVELOPMENTS, LLC
2033 E. LABRADOR BOULEVARD, SUITE B
GARDEN CITY, KS 67846

APPLICANT/DEVELOPER
TESSERE FORMERLY GLMV ARCHITECTURE LLC
1525 E. DOUGLAS AVE.
WICHITA, KS 67211

SURVEYOR:
CHARLES R. ROBINSON
KAW VALLEY ENGINEERING
9139 E. 37TH STREET N.
WICHITA, KANSAS 67226

9139 E. 37TH STREET NORTH
WICHITA, KANSAS 67226
PH. (316) 440-4304
wh@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING

PROJECT NO. 024_2941
DRAWN BY AL
CHECKED BY CRR
CFN 2941PRLM
SHEET 1 OF 1

PROJECT:
SLIGO STATION
1129 PALACE DRIVE
GARDEN CITY, KS.

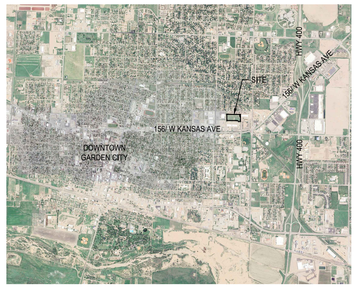
PREPARED FOR:
TESSERE formerly GLMV ARCHITECTURE LLC
1525 E. DOUGLAS AVE.
WICHITA, KS. 67211

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/24

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINEERING, INC.

Exhibit C

VICINITY MAP



DEVELOPMENT SUMMARY

Zoning
C-2 to be rezoned to C-3/CUP

Existing /
Proposed Use
Vacant/ Mixed Use: Residential, Retail, Office

Building Program

Item	Units	Acreage	% of Acres	DU/AC
Phase 1 Apartments	63	2.3	39.62%	27.75
Future Development	TBD	3.5	60.38%	
Total	**TBD**	**5.7**	**100.00%**	

PARKING SUMMARY

Item	Requirement	Required	Provided
Phase 1 Parking			
Multi-Family	Parking: *2 spaces/unit*	126	140
	Loading: *40,000sf-60,000sf - 3 loading spaces (12'x50') 60,000sf-80,000sf - 4 loading spaces (12'x50')*	4	1
	ADA: *1 ADA space/ 25*	5	5
Phase 2 & 3 Parking			
Program / Land Use TBD	Parking: *2 spaces/unit*	TBD	70
	TBD	TBD	0
	ADA: *1 ADA space/ 25 parking spaces*	3	3

ZONING INFORMATION

Dimensional Requirements
*(Based on **C-3** District Regulations)*

Item	Requirement	Required	Provided
Apartments			
Max. Bldg Ht. (Ft.)	None*	None *	TBD
Setbacks			
Front (Ft.)	None	0	10
Side (Ft.)	None	0	149.21
Rear (Ft.)	10	10	80.43

* A Building may be erected to any height not in conflict with other ordinances.

SITE NOTES

1. THIS DRAWING IS PRELIMINARY AND IS SUBJECT TO CHANGE.

LEGAL DESCRIPTION

ALL OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS, RECORDED ON DECEMBER 5, 1990 AT THE FINNEY COUNTY REGISTER OF DEEDS OFFICE, EXCEPT THAT PART DEDICATED FOR PALACE DRIVE ROADWAY AND UTILITY EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1 OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS; THENCE ON ALONG THE EAST LINE OF SAID MIRIAH HEIGHTS TWO, N 00°20'00" E, A DISTANCE OF 376.15 FEET TO THE NORTHEAST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE N 89°41'32" W ALONG THE NORTH LINE OF SAID MIRIAH HEIGHTS TWO, A DISTANCE OF 696.18 FEET; THENCE N 00°16'01" E, A DISTANCE OF 9.90 FEET; THENCE N 89°41'59" W, A DISTANCE OF 43.01 FEET TO THE NORTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO, THENCE S 00°24'49" E, A DISTANCE OF 339.24 FEET TO THE SOUTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE S 89°41'28" E, A DISTANCE OF 556.22 FEET; THENCE S 62°01'41" E, A DISTANCE OF 99.97 FEET; THENCE S 89°27'14" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5.73 ACRES, MORE OR LESS.

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PUBLIC PLAZA, DESIGN TBD
- CONCRETE SIDEWALK PAVEMENT
- BIKE RACK
- LIGHT POLE
- TRASH RECEPTACLE

HAWKEYE DEVELOPMENT

Sligo Station Planned Commercial Development Plan

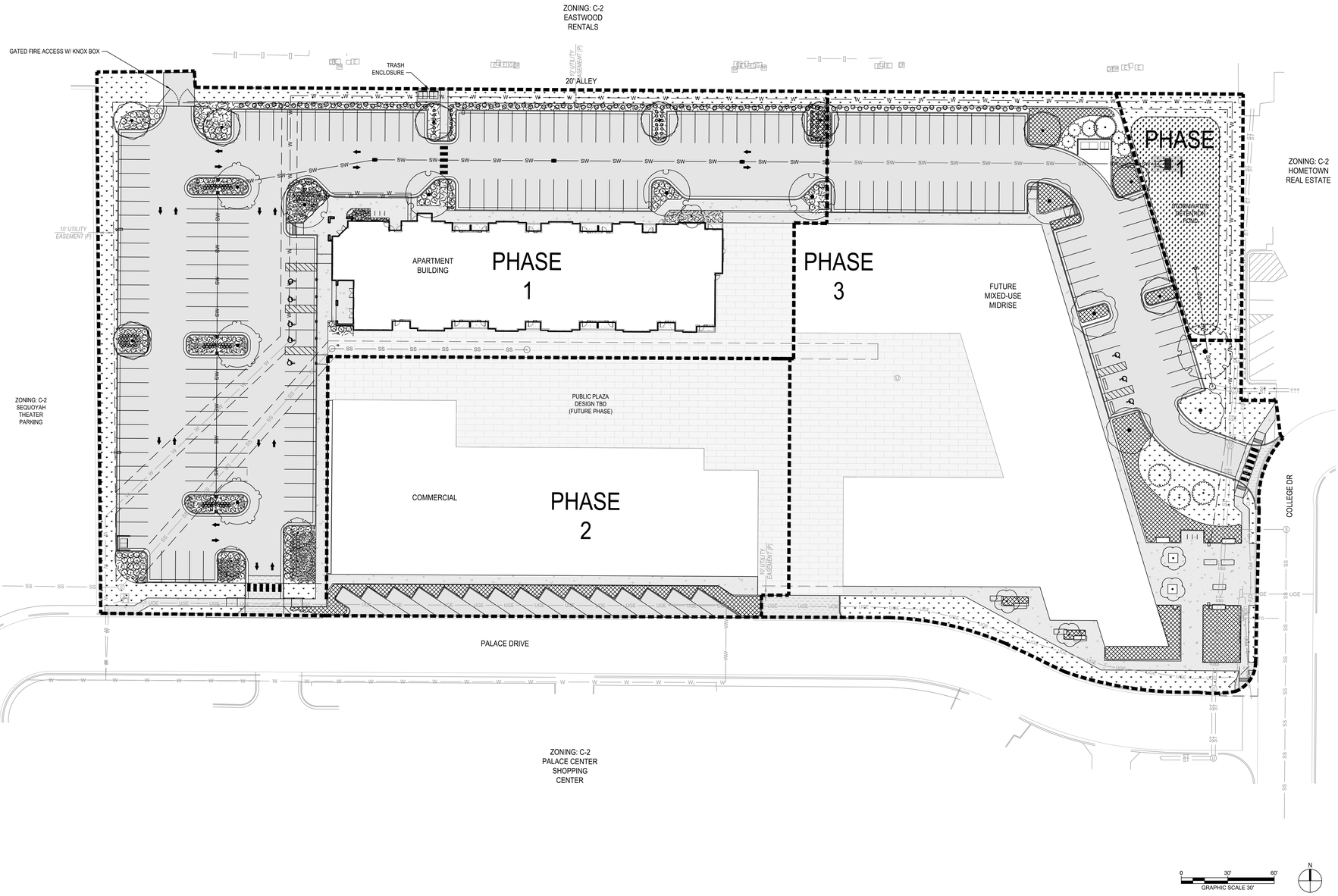
1. Project Statement:
    a. The target market to be served by the development is the Greater Garden City Micropolitan Statistical Area.
    b. The development respects the character of the adjacent neighborhoods, as it is surrounded by commercial uses on three sides and multi-family on the fourth side. All adjacent properties are zoned General Commercial (C-2) District. The development will be compatible with the surrounding area with quality construction.
    c. The 2023 Garden City Comprehensive Plan Future Land Use Plan shows this property as Mixed Use; therefore, this development complies with the comprehensive plan.
    d. This development is not in conflict with the Comprehensive Plan.

2. Timeline for the project / multi-phasing:
    a. Multi-family 63-unit apartment building: 2024
    b. Commercial building: 2025
    c. Mixed-use building: 2026-2028

Timothy Hanigan timhanigan@hawkeyedevelopment.net

Hawkeye Development LLC
P.O. Box 816
Garden City, KS 67846
Mobile 620-640-0019
timhanigan@hawkeyedevelopment.net

Exhibit E



LANDSCAPE CODE SUMMARY

Item	Requirement	Required	Provided
Developing Lot Landscape	10% of developing lot to be landscaping except the sf of buildings	5.73 ac.- 76,630 sf = 172,968.8 (10% = 17,296.88 sf)	35,858 sf
Parking Area Landscape	10% of gross parking lot area	80,839sf parking area 10% = 8,083.9 sf	14,274 sf (17.6%)
Adjacent Lot Buffer Landscape	non-residential use that adjoins residential zoning district determined by Planning Director	None (surrounding zoning c-2 each side)	6-15' ht. evergreen hedge along north property line
Dumpster Screening	Screened from view of abutting properties with solid fence or wall	Solid fence or wall min. of 6' ht.	6' ht. masonry wall

LANDSCAPE NOTES

1. THIS DRAWING IS PRELIMINARY AND IS SUBJECT TO CHANGE.
2. THE PROPOSED LANDSCAPE EXCEEDS REQUIREMENTS SET FORTH IN CHAPTER 36 OF THE GARDEN CITY ZONING REGULATIONS.
3. ALL TREES TO BE MINIMUM 15 GALLON.
4. ALL PLANT MATERIAL IS NONINVASIVE AND EITHER THE APPROVED SPECIES LIST PROVIDED BY THE CITY OR HARDY NATIVES/ CULTIVARS.
5. PLANT MATERIAL SHALL BE MOSTLY NATIVE AND LOW MAINTENANCE.
6. A PERMANENT IRRIGATION SYSTEM WILL BE INSTALLED FOR EACH PHASE OF DEVELOPMENT.
7. AFTER TWO GROWING SEASONS, LANDSCAPE SHALL PROVIDE AT LEAST 50% COVERAGE OVER MULCHED AREA.
8. LANDSCAPE AREA SHALL NOT INTERFERE WITH SIGHT TRIANGLES.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE MIN
EVERGREEN TREES		
	Juniperus virginiana 'Canaerti' Canaerti Eastern Redcedar	6' Ht.
	Juniperus virginiana 'Spartan' Spartan Eastern Redcedar	6' Ht.
	Picea abies Norway Spruce	6' Ht.
	Picea pungens glauca Colorado Blue Spruce	6' Ht.
	Thuja occidentalis 'Techny' Techny Arborvitae	6' Ht.
ORNAMENTAL TREES		
	Acer ginnala Amur Maple	2" Cal.
	Cercis canadensis Eastern Reobud Multi-trunk	2" Cal.
	Ulmus parvifolia Lacebark Elm	2" Cal.
SHADE TREES		
	Gleditsia triacanthos inermis 'Skycole' Skyline® Honey Locust	2" Cal.
	Gymnocladus dioicus 'Espresso' Kentucky Coffeetree	2" Cal.
	Platanus x acerifolia 'Morton Circle' Exclamation!™ London Plane Tree	2" Cal.
	Quercus shumardii Shumard Oak	2" Cal.
	Taxodium distichum 'Mickelson' Shawnee Brave™ Bald Cypress	2" Cal.
	Tilia cordata Littleleaf Linden	2" Cal.
	Zelkova serrata 'Green Vase' Green Vase Japanese Zelkova	2" Cal.
SHRUBS		
	Chaenomeles japonica alpina Japanese Flowering Quince	5 gal & 18" H
	Cornus sericea 'Kelseyi' Kelsey's Dwarf Red Twig Dogwood	5 gal & 18" H
	Hypericum frondosum 'Sunburst' Sunburst St. John's Wort	5 gal & 18" H
	Ilex verticillata 'Red Sprite' Red Sprite Winterberry	5 gal & 18" H
	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	5 gal & 18" H
	Viburnum plicatum tomentosum 'Summer Snowflake' Summer Snowflake Viburnum	5 gal & 18" H
	Viburnum x juddii Judd Viburnum	5 gal & 18" H
EVERGREEN SHRUBS		
	Buxus sinica insularis 'Wintergreen' Wintergreen Korean Boxwood	5 gal & 18" H
	Ilex aquifolium 'Blue Girl' Blue Girl English Holly	5 gal & 18" H
	Ilex x meserveae 'Blue Girl' & 'Blue Boy' Bern-Magic® Kids Combination Holly	5 gal & 18" H
	Juniperus chinensis 'Old Gold' Old Gold Juniper	5 gal & 18" H
	Juniperus chinensis 'Sea Green' Sea Green Juniper	5 gal & 18" H
	Juniperus sabina 'Buffalo' Buffalo Juniper	5 gal & 18" H
GRASSES & PERENNIALS		
	Asclepias incarnata Swamp Milkweed	1 gal & 18" H
	Carex glauca 'Blue Zinger' Blue Zinger Sedge	1 gal & 18" H
	Echinops bannaticus 'Blue Glow' Blue Glow Globe Thistle	1 gal & 18" H
	Liatris spicata 'Kobold' Kobold Blazing Star	1 gal & 18" H
	Oenothera macrocarpa Evening Primrose	1 gal & 18" H
	Panicum virgatum 'Northwind' Northwind Switch Grass	1 gal & 18" H
	Schizachyrium scoparium 'Standing Ovation' Standing Ovation Little Bluestem	1 gal & 18" H
GROUND PLANTS		
	Ceratostigma abyssinicum Plumbago	1 gal.
	Pachysandra terminalis Japanese Pachysandra	1 gal.
GROUND COVERS		
	Bouteloua dactyloides Buffalo Grass	sod
	Detention basin Native Seed Mix	Seed
	Turf synthetic Turf Synthetic Turf	SF

SLIGO STATION, GARDEN CITY, KS

PCD PLAN | 6/13/24

PRELIMINARY LANDSCAPE PLAN

TESSERE

EX02

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

June 20, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, June 20, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins via Teams Meeting, Member Crist, Member Crocket, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** May 16, 2024

Member Anliker made a motion to approve the minutes from May 16, 2024. *Member Crockett* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.
CLOSED PUBLIC COMMENT

4. GENERAL STAFF REPORT AND UPDATE

Staff Charles presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.
b. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
c. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
d. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
e. All application files in their entirety including Staff Reports

6. NEW BUSINESS

GC2023-13 Rezoning from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Unit Development Overlay District for the property generally located at 1801 Palace Drive, Garden City, Kansas.

Staff Presisto- Presented staff report.

James McGowen, Representative for Applicant- This is a project that we have had in the pipeline for a few years now and it is something that we believe really fosters what Garden City is about, bringing the community together. At the completion of this project with the multi-use we can live, play and eat all in the same area. It is something we'd really like to see in the Garden City area. A lot of bigger towns are doing items like this, and we believe it will help foster more growth.

OPEN PUBLIC COMMENT

Chris Woods, Neighboring Property Owner- I met with James and Tim (applicant) once before for my folks there. They would like to know how many apartments there are and what size.

James McGowen- Currently right now we have a mix between a studio one bedroom and two bedrooms but as we are still in the design process that could change. Right now, it's more heavily favored towards one-bedroom apartments.

Chris Woods- One of my biggest concerns is not really with their property. It is with the city and the alley way. We've had issues over the years as far as drainage back there. In hindsight, when we first put in those apartments a lot of drainage went to the alley. When Dwight put up his building on College Avenue, that prevented some of it and we still had some other issues. We would like to see the City pave that or do something more than what they've got now, but I know that is not an issue with their property. We feel that would be a good plus for us there. We don't have issues with their property and what they are doing at this time. We are good with that.

CLOSE PUBLIC HEARING

Member Rupp- Are there any plans to do something with the drainage in the alley way?

Staff Charles- The alley that they are using is just your typical alley improved to our alley standards. A lot of the people in the apartment are using that as their primary entrance. Typically for any development if they are using that as a primary entrance, they pave that. The city typically is not the one that would pave an alley or pay for all the improvements for the alley. We can certainly get this information to public works. I know they do go in and grade it quite often, but it does have a lot of wear and tear when people are using it as their primary access instead of the access off Harding.

Member Crocket- Will there be access to that parking lot from the alley?

Staff Charles- No, so they have some potential plans to expand their PCD and there is another lot over here that they are looking at developing but at this time there will be no access through that alley.

Chair Germann- Would something like the Neighborhood Revitalization help with the property owner as far as to pave the alley?

Staff Charles- The Neighborhood Revitalization is for the actual property and not the improvements in the right-of-way. We can certainly get Mr. Woods information to Public Works and get that discussion going to see what they would like to do in the future.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING FROM "R-C" CONDOMINIUM-TOWNHOUSE DISTRICT TO "C-2" GENERAL COMMERCIAL WITH "PCD" PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER ANLIKER SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

ADJOURN

The meeting was adjourned at 10:15 A.M.

Trent Maxwell	Secretary
Aleecya Charles	Staff

Vicki Germann	Chairman
Sean Collins	Vice-Chairman

(Published in the Garden City Telegram on the _____ day of July, 2024)

ORDINANCE NO. _____ - 2024

AN ORDINANCE APPROVING THE DESIGNATION OF CERTAIN LAND IN THE CITY OF GARDEN CITY, KANSAS TO A PLANNED COMMERCIAL DEVELOPMENT OVERLAY DISTRICT AND ADOPTING A PCD PLAN FOR THE APPLICATION OF SPECIAL ZONING REGULATIONS IN SUCH DISTRICT; AMENDING THE ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; AND REPEALING THE CURRENT ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE SAME; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. The purpose of this ordinance is to rezone certain real property pursuant to K.S.A. 12-757 and pursuant to a request submitted by **HAWKEYE DEVELOPMENT LLC**, a Kansas limited liability company, for the development project named **Sligo Station**.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, with all amendments thereto, is hereby amended to approve the designation of the below described real property to a Planned Commercial Development Overlay District pursuant to Article 20-A of the Zoning Regulations of the City of Garden City, Kansas:

All of Miriah Heights Two, Garden City, Finney County, Kansas, recorded on December 5, 1990 at the Finney County Register of Deeds Office, except that part dedicated for Palace Drive Roadway and Utility Easement, being more particularly described as follows: Beginning at the southeast corner of lot 17, block 1 of Miriah Heights Two, Garden City, Finney County, Kansas; thence on along the east line of said Miriah Heights Two, N 00°20'00" E, a distance of 376.15 feet to the northeast corner of said Miriah Heights Two; thence N 89°41'32" W along the north line of said Miriah Heights Two, a distance of 696.18 feet; thence N 00°16'01" E, a distance of 9.90 feet; thence N 89°43'59" W, a distance of 43.01 feet to the northwest corner of said Miriah Heights Two; thence S 00°24'49" E, a distance of 339.24 feet to the southwest corner of said Miriah Heights Two; thence S 89°41'28" E, a distance of 556.22 feet; thence S 62°01'41" E, a distance of 99.97 feet; thence S 89°27'14" E, a distance of 90.00 feet to the point of beginning. Said tract contains 5.73 acres, more or less ("Property").

SECTION 3. The attached PCD Plan, prepared pursuant to Section 20-A.070 of the Zoning Regulations of the City of Garden City, Kansas and as presented to the Governing Body on this date, is hereby approved and adopted.

SECTION 4. The District Zoning Map of the City of Garden City, Kansas, referred to in Article 3, Section 3.020 of the Zoning Regulations of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

SECTION 5. The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same are hereby repealed, to be replaced as specified in this ordinance. All sections of said Zoning Ordinance, Zoning Regulations, District Zoning Map not specifically amended herein, shall remain in full force and effect.

SECTION 6. This ordinance shall be in full force and effect from and after its publication, or the publication of a summary thereof, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of July, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

_____
JENNIFER V. CUNNINGHAM, City Attorney

PLANNED COMMERCIAL DEVELOPMENT PLAN
SLIGO STATION

RECITALS

A. **HAWKEYE DEVELOPMENT LLC**, a Kansas limited liability company ("DEVELOPER") is the owner and developer of certain real property situated in Garden City, Finney County, Kansas and more particularly described herein.

B. Said property is currently zoned as R-C, Condominium – Townhouse District and the Property is currently vacant with no current use.

C. DEVELOPER has tentative plans for future development to occur on said property to consist of Phase 1, Phase 2, and Phase 3, as more particularly described herein, and desires for all phases to be subject to this PCD Plan at this time.

D. DEVELOPER desires for the development to be a mix of both residential and commercial units and such mixed-use is not permitted by the Zoning Regulations of the City of Garden City, Kansas ("Zoning Regulations") for the existing zoning district.

E. DEVELOPER has made application to the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), for the rezoning of such real property to a Planned Commercial Development Overlay District, pursuant to Article 20-A, "PCD" Planned Commercial Development Overlay District, of the Zoning Regulations, with an underlying zoning district of C-2, General Commercial District ("Underlying District").

F. The rezoning application was presented to and approved for recommendation by the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission") pursuant to a staff report, a copy of which is attached hereto as **Exhibit A** and is hereby incorporated by reference as if fully set forth herein to the extent approved by the Governing Body ("Planning Commission Staff Report").

G. The CITY desires to promote the innovative and efficient uses of the Property by providing greater flexibility than what is provided by the fixed standards of the Underlying District.

PLAN

NOW, THEREFORE, CITY proposes this Planned Commercial Development Plan ("PCD Plan") pursuant to Article 20-A, "PCD" Planned Commercial Development Overlay District, of the Zoning Regulations, as follows:

1. **COPIES AND COUNTERPARTS.** This PCD Plan may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same PCD Plan. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature. CITY and DEVELOPER shall each receive one (1) hard copy of the executed PCD Plan, which shall include any documents, exhibits, attachments, and other documents submitted in support thereof. CITY shall retain one (1) digital copy of the same and the digital copy shall be retained at the discretion of the Director of the Neighborhood & Development Services department.

2. **PROPOSED PRELIMINARY PLAT OR REPLAT.** A preliminary plat of the real property subject to this PCD Plan and more particularly described herein was presented to and approved for recommendation by the Planning Commission, a copy of which is attached hereto as **Exhibit B** and is hereby incorporated by reference as if fully set forth herein ("Preliminary Plat"). All lots, parcels, and tracts of land within said property are shown to have been platted into a single subdivision by way of the Preliminary Plat and, therefore, the Preliminary Plat is in compliance with Section 20-A.070(B)(2) of the Zoning Regulations.

3. **LEGAL DESCRIPTION.** The following described real estate situated in Garden City, Finney County, Kansas shall be subject to this PCD Plan, to wit:

> **All of Miriah Heights Two, Garden City, Finney County, Kansas, recorded on December 5, 1990 at the Finney County Register of Deeds Office, except that part dedicated for Palace Drive Roadway and Utility Easement, being more particularly described as follows: Beginning at the southeast corner of lot 17, block 1 of Miriah Heights Two, Garden City, Finney County, Kansas; thence on along the east line of said Miriah Heights Two, N 00°20'00" E, a distance of 376.15 feet to the northeast corner of said Miriah Heights Two; thence N 89°41'32" W along the north line of said Miriah Heights Two, a distance of 696.18 feet; thence N 00°16'01" E, a distance of 9.90 feet; thence N 89°43'59" W, a distance of 43.01 feet to the northwest corner of said Miriah Heights Two; thence S 00°24'49" E, a distance of 339.24 feet to the southwest corner of said Miriah Heights Two; thence S 89°41'28" E, a distance of 556.22 feet; thence S 62°01'41" E, a distance of 99.97 feet; thence S 89°27'14" E, a distance of 90.00 feet to the point of beginning. Said tract contains 5.73 acres, more or less ("Property").**

4. **DEVELOPMENT NAME.** The development upon on the Property shall be named the Sligo Station and such name is found to be consistent with any existing or proposed plat.

5. **MULTI-PHASED DEVELOPMENT.** The Property shall be developed in accordance with the Preliminary Site Plan and this PCD Plan. The Property will be developed as a multi-phased development with: (a) Phase 1 consisting of one 62 +/- unit apartment building; (b) Phase 2 consisting of a new commercial building; and (c) Phase 3 consisting of a new mixed-use development of commercial and residential uses. The boundaries of the entire development and the individual phases are designated on the Preliminary Master Plan, as defined below. Nothing in this PCD Plan, or any document, exhibit, attachment, or other document submitted in support thereof, shall be construed as authorizing or approving the development of any real property, structure, or infrastructure situated outside of Phase 1, Phase 2, or Phase 3. Notwithstanding the foregoing and in the event that DEVELOPER desires to proceed with the future phase designated on the Preliminary Master Plan as Public Plaza Design TBD (Future Phase)", DEVELOPER shall request an amendment to this PCD Plan to include such future phase. DEVELOPER understands and acknowledges that any such amendment, if approved by CITY, shall require each such phase to comply with Article 20-A, "PCD" Planned Commercial Development Overlay District, of the Zoning Regulations and all other applicable codes, ordinances, regulations, and policies of CITY.

6. **SITE PLAN.** DEVELOPER has submitted a preliminary master plan to show the location of all proposed or existing buildings, signs, drives, parking areas, and sidewalks for all phases of the Property, a copy of which is attached hereto as **Exhibit C** and is hereby incorporated by reference as if fully set forth herein ("Preliminary Master Plan"). The Preliminary Master Plan is submitted to show compliance with Section 20-A.070(B)(6) of the Zoning Regulations, exclusively, and for no other purpose. Nothing in this PCD Plan, or any document, exhibit, attachment, or other document submitted in support thereof, shall be construed as authorizing or approving the development or any part thereof

for purposes of the site plan requirements of Section 1.090 of the Zoning Regulations. DEVELOPER shall, independent to this PCD Plan, undergo the process for showing compliance with the site plan requirements of Section 1.090 of the Zoning Regulations.

7. **BUILDING LAYOUT.** The Preliminary Master Plan includes a building layout that provides a description, rendering, and graphic examples of the proposed buildings and the general characteristics to be found in all phases of the Property.

8. **PROJECT STATEMENT.** DEVELOPER has prepared and submitted a project statement meeting the requirements of Section 20-A.070(B)(8) of the Zoning Regulations, a copy of the Project Statement is attached hereto as **Exhibit D** and is hereby incorporated by reference as if fully set forth herein.

9. **DEVELOPMENT TIMELINE.** The improvements for Phase 1 shall commence on or before January 1, 2025, subject to the availability and delivery of equipment and materials. Notwithstanding the foregoing, the development of infrastructure, site, and building improvements shall be subject to the following:

a. **SUBSTANTIAL COMPLETION**

i. **SUBSTANTIAL COMPLETION – PHASE 1.** Each building within Phase 1, whether existing or proposed, that is subject to this PCD Plan shall be substantially completed for occupant use within two (2) years following the date of approval of this PCD Plan by the Governing Body. In the event that all such buildings are not substantially completed for occupant use by such deadline, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned two (2) year period.

ii. **SUBSTANTIAL COMPLETION – PHASE 2**. Each building within Phase 2, whether existing or proposed, that is subject to this PCD Plan shall be substantially completed for occupant use on or before December 31, 2025. In the event that all such buildings are not substantially completed for occupant by such deadline, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned period.

iii. **SUBSTANTIAL COMPLETION – PHASE 3**. Each building within Phase 3, whether existing or proposed, that is subject to this PCD Plan shall be substantially completed for occupant use on or before December 31, 2028. In the event that all such buildings are not substantially completed for occupant by such deadline, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned period.

b. **ADMINISTRATIVE EXTENSION.** The sole owner or all owners, as the case may be, of each lot, parcel, or tract of land within the Property may make a request for an administrative extension of any deadline pursuant to Paragraph 9(a),

Substantial Completion, herein. Any request for an administrative extension shall be submitted in writing to the Neighborhood & Development Services department. Any such administrative request shall be subject to the approval of the Director of the Neighborhood & Development Services department, subject to the following limitations: (1) no such administrative extension shall be granted if any administrative extension has been previously granted, in any manner; and (2) no such administrative extensions shall grant an extension for a period of more than two (2) years from the last day of the original two-year (2-year) period.

c. **ADDITIONAL EXTENSIONS.** Any further extensions of any deadline pursuant to Paragraph 9(a), Substantial Completion, herein, beyond the administrative extension set forth in Paragraph 9(b), Administrative Extension, herein, shall be made to and subject to the approval of the Governing Body.

10. **LANDSCAPING PLAN.**

a. A preliminary landscaping plan showing the general layout of landscaping, screening, and buffering within the Property has been submitted by DEVELOPER, a copy of which is attached hereto as **Exhibit E**. The preliminary landscaping plan has not yet been approved by CITY for purposes of Article 36 of the Zoning Regulations. DEVELOPER shall, independent to this PCD Plan, submit a final landscaping plan that complies with Article 36 of the Zoning Regulations. DEVELOPER shall submit any such final landscaping plan as part of the process for showing compliance with the site plan requirements of Section 1.090 of the Zoning Regulations.

11. **ADDITIONAL PROVISIONS – SIDEWALKS.**

a. **PUBLIC SIDEWALK.** DEVELOPER shall construct a new public sidewalk, including, but not limited to, any ramp, landing, or other pedestrian accessibility feature, within the right-of-way of Palace Drive and College Drive along the Property and in a manner that connects the existing public sidewalk situated to the west of Phase 1 with the existing public sidewalk situated to the east of Phase 3.

b. **CONSTRUCTION TIMELINE.** Construction of such sidewalk shall commence and be substantially completed as follows:

i. **SUBSTANTIAL COMPLETION – PHASE 1.** The construction of the portion of the sidewalk within Phase 1 shall commence and be substantially completed in accordance with the development timeline for Phase 1 set forth in Paragraph 9, Substantial Completion, herein.

ii. **SUBSTANTIAL COMPLETION – PHASE 2.** The construction of the portion of the sidewalk within Phase 2 shall commence and be substantially completed in accordance with the development timeline for Phase 2 set forth in Paragraph 9, Substantial Completion, herein. In the event that Phase 2 is not substantially completed within such development timeline, DEVELOPER shall construct the portion of the sidewalk within Phase 2 on or before December 31, 2027.

iii. **SUBSTANTIAL COMPLETION – PHASE 3.** The construction of the portion of the sidewalk within Phase 3 shall commence and be substantially completed in accordance with the development timeline for Phase 3 set forth in Paragraph 9, Substantial Completion, herein. In the event that Phase 3 is not substantially completed within such development timeline, DEVELOPER shall construct the portion of the sidewalk within Phase 3 on or before December 31, 2031.

c. **FAILURE TO TIMELY CONSTRUCT.** Notwithstanding the foregoing and in the event that DEVELOPER fails to commence construction or substantially complete any portion of the sidewalk by its respective deadline set forth in subparagraph (b) of Paragraph 11, Additional Provisions – Sidewalks, herein, the district classification shall revert to the Underlying District and this PCD Plan shall be null and void. Any such reversion and nullification shall take effect immediately on the day immediately following the last day of the aforementioned two (2) year period.

d. **SPECIFICATIONS NOT AFFECTED.** Nothing contained herein shall be construed as a variance, exception, or waiver of any requirement for DEVELOPER to construct the sidewalk in accordance with the *General Improvements Handbook* of the CITY, the *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* of the United States Access Board, or any applicable provisions of any code, ordinance, regulation, or statute of any local, state, or federal government, or agency thereof, relating to sidewalks, including, but not limited to, the Code of Ordinances of Garden City, Kansas notwithstanding the private property exception set forth in Section 78-79 of said code, the International Building Code as incorporated by reference by CITY, and any federal statute, regulation, or guideline relating to the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (2018), and amendments thereto.

12. **PERMITTED USES.** The permitted uses upon and within the Property shall be limited to the following uses and no others:

a. **COMMERCIAL USES**. Any permitted use of the respective Underlying District; and

b. **RESIDENTIAL USES**. All permitted uses for a R-3 Multiple Family Residential District are authorized for the Property and any such uses shall be subject to any further definitions and limitations for such use contained in the Zoning Regulations for a R-3 Multiple Family Residential District.

13. **DISTRICT CLASSIFICATION.** Any reference to the district classification of the Property shall be C-2 (PCD).

14. **APPLICABILITY OF UNDERLYING DISTRICT.** The provisions of the Zoning Regulations applicable to the Underlying District shall remain in effect, notwithstanding this PCD Plan, unless any such provision is specifically amended, changed, deleted, added to, or supplemented by this PCD Plan. Nothing in this PCD Plan shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to change any ordinance, regulation, code, policy, rule, or other requirement that is not specifically amended, changed, deleted, added to, or supplemented in this PCD Plan.

15. **ISSUANCE OF PERMITS.** No building permit or occupancy certificate shall be issued for any building within the Property that is not in compliance with this PCD Plan.

16. **VIOLATIONS.** A violation of any term or condition of this PCD Plan shall constitute a violation of the Zoning Regulations and shall be punishable as provided for in Section 30.040 thereof. Nothing in this PCD Plan shall preclude the CITY from exercising any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, or otherwise.

17. **AMENDMENTS; VARIANCES.** This PCD Plan shall not be amended, changed, deleted, added to, or supplemented except by written agreement signed and approved by the Governing Body. Any such request shall be initiated by the sole owner or all owners, as the case may be, of each lot, parcel, or tract of land within the Property. The provisions of Article 29, Variances and Exceptions to the District Regulations, of the Zoning Regulations shall not apply to the Property. Any request for variance or exception to a provision of this PCD Plan shall be governed by the procedure for amendments set forth in the first sentence of this paragraph.

18. **COVENANTS TO RUN WITH THE LAND.** This PCD Plan shall constitute covenants that run with the land and are binding on any successors-in-interest.

19. **EFFECTIVE DATE.** The effective date of this PCD Plan shall be the date of approval of this PCD Plan by the Governing Body, irrespective of the date executed by the CITY and DEVELOPER.

20. **RECORDATION.** A Notice of this PCD Plan shall be recorded with the Register of Deeds, Finney County, Kansas, not later than thirty (30) days after its execution. This PCD Plan is too voluminous and/or not in an appropriate form for recording and, therefore, shall be available for review and inspection during normal business hours at:

City of Garden City, Kansas
Neighborhood & Development Services Department
301 N. 8th Street
Garden City, Kansas 67846

21. **REPRESENTATIVE CAPACITY.** The undersigned person executing this PCD Plan for DEVELOPER represents and warrants that said person is executing this PCD Plan in said person's capacity as the managing member of DEVELOPER, that said person is authorized by DEVELOPER to execute this PCD Plan on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this PCD Plan.

22. **CORPORATE AUTHORITY.** DEVELOPER hereby represents and warrants it has full company power to execute, deliver, and perform the terms and obligations of this PCD Plan and all of the foregoing has been duly and validly authorized by all necessary company proceedings. This PCD Plan constitutes the legal, valid, and binding obligation of DEVELOPER, enforceable in accordance with its terms.

[EXECUTIONS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY and DEVELOPER have executed this Agreement on this__ day of _____, 2024.

CITY OF GARDEN CITY, KANSAS

_____ By_____
Date MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

HAWKEYE DEVELOPMENT LLC

_____ By_____
Date TIMOTHY HANNIGAN, Managing Member

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: Holcomb - Garden City - Finney County Area Planning Commission Agenda
THRU: Trent Maxwell, Neighborhood and Development Services Director
FROM: John Presisto, Planner
DATE: June 20, 2024
RE: GC2023-13: Rezone and PCD Plan for the property generally located at 1801 Palace Dr., Garden City, Kansas.

ISSUE:
The Planning Commission is asked to consider and provide a recommendation for the rezoning request and the PCD Plan for 1801 Palace Dr., Garden City, Kansas.

BACKGROUND:
Hawkeye Development is requesting to rezone the property generally located at 1801 Palace Drive, Garden City, Kansas from "R-C" Condominium-Townhouse District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District, (Figure 1). The property is currently vacant and contains +/- 5.7 acres. The owner intends to phase this development into three phases. The first phase being a +/- 62-unit apartment building, phase two will consist of a new commercial building, and phase three will be a mixed-use development of commercial and residential units.

STAFF ANALYSIS
The proposed land use is consistent with the Comprehensive Plan. The Comprehensive Plan/Future Land Use map has this property categorized as mixed-use potential. "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay District would be the most appropriate zoning district and overlay district for a mixed-use development. This project is also going through the platting process, and will need to go through the site plan review process for the entire development. The developer intends to use the Reinvestment Housing Incentive District for Phase 1. Rezoning the property will not affect any of the surrounding properties.

The Planning Commission may make its recommendation and state their findings according to the criteria in Section 27.040. Below is the complete list of these criteria:

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

A. The physical character of the neighborhood surrounding the property under consideration.
B. The existing zoning and land uses of properties both adjacent and near the property under consideration,
C. The suitability under existing conditions of the subject property for the land uses to which it has been zoned

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

ALTERNATIVES:

1. The Planning Commission may recommend approval of the rezoning request and the PCD Plan.
2. The Planning Commission may not recommend approval of the request and the PCD Plan.

RECOMMENDATION:

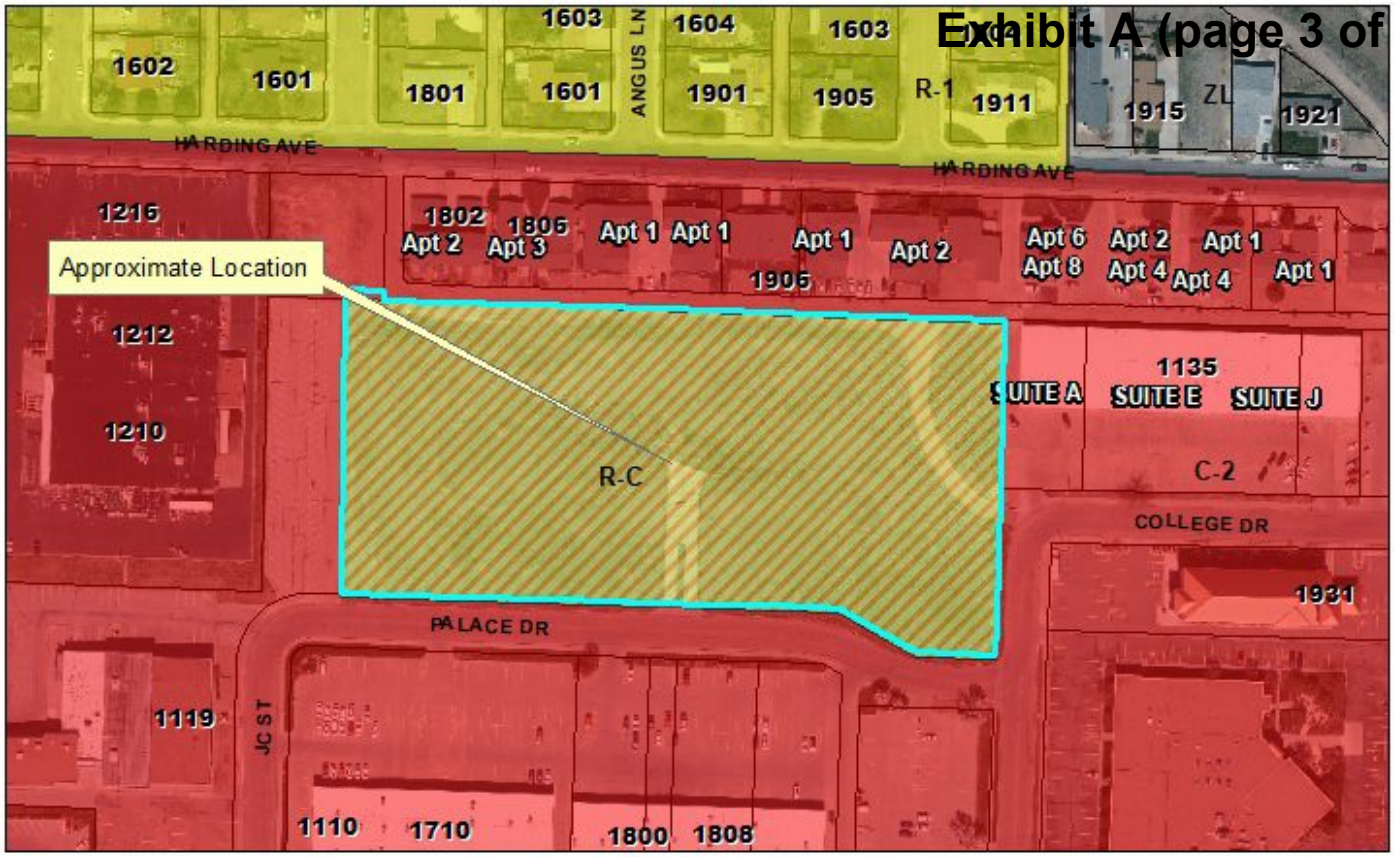
Staff recommends the Planning Commission recommend approval of the rezoning request and the PCD Plan.

FISCAL NOTE:

None.

ATTACHMENTS:

Vicinity Map
General Information
Sligo Station PCD Plan



Case Number: GC2023-13
Applicant: Hawkeye Development LLC
Address: 1801 Palace Drive
Request: Rezone from "R-C" Condominium-Townhouse District to "C-2" General with Commercial District with a "PCD" Planned Commercial Development Overlay

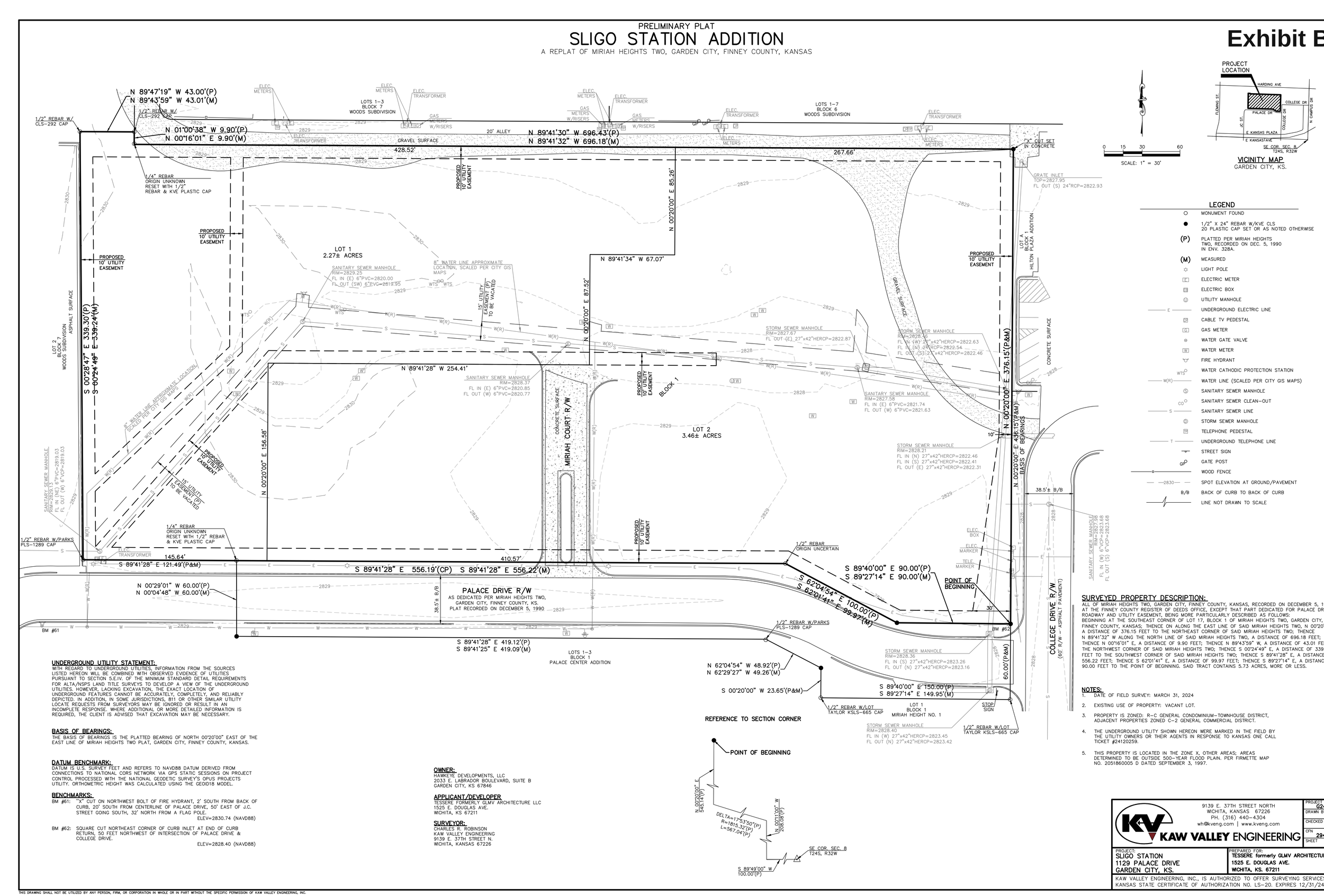


PRELIMINARY PLAT

SLIGO STATION ADDITION

A REPLAT OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS

Exhibit B



VICINITY MAP
GARDEN CITY, KS.

LEGEND

- MONUMENT FOUND
- 1/2" X 24" REBAR W/KVE CLS 20 PLASTIC CAP SET OR AS NOTED OTHERWISE
- (P) PLATTED PER MIRIAH HEIGHTS TWO, RECORDED ON DEC. 5, 1990 IN ENV. 328A.
- (M) MEASURED
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC BOX
- UTILITY MANHOLE
- E — UNDERGROUND ELECTRIC LINE
- CABLE TV PEDESTAL
- GAS METER
- WATER GATE VALVE
- WATER METER
- FIRE HYDRANT
- WTS WATER CATHODIC PROTECTION STATION
- W(R) — WATER LINE (SCALED PER CITY GIS MAPS)
- SANITARY SEWER MANHOLE
- CO SANITARY SEWER CLEAN-OUT
- S — SANITARY SEWER LINE
- STORM SEWER MANHOLE
- TELEPHONE PEDESTAL
- T — UNDERGROUND TELEPHONE LINE
- STREET SIGN
- GP GATE POST
- WOOD FENCE
- 2830 — SPOT ELEVATION AT GROUND/PAVEMENT
- B/B BACK OF CURB TO BACK OF CURB
- LINE NOT DRAWN TO SCALE

SURVEYED PROPERTY DESCRIPTION:

ALL OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS, RECORDED ON DECEMBER 5, 1990 AT THE FINNEY COUNTY REGISTER OF DEEDS OFFICE, EXCEPT THAT PART DEDICATED FOR PALACE DRIVE ROADWAY AND UTILITY EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1 OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS; THENCE ON ALONG THE EAST LINE OF SAID MIRIAH HEIGHTS TWO, N 00°20'00" E, A DISTANCE OF 376.15 FEET TO THE NORTHEAST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE N 89°41'32" W ALONG THE NORTH LINE OF SAID MIRIAH HEIGHTS TWO, A DISTANCE OF 696.18 FEET; THENCE N 00°16'01" E, A DISTANCE OF 9.90 FEET; THENCE N 89°43'59" W, A DISTANCE OF 43.01 FEET TO THE NORTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE S 00°24'49" E, A DISTANCE OF 339.24 FEET TO THE SOUTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE S 89°41'28" E, A DISTANCE OF 556.22 FEET; THENCE S 62°01'41" E, A DISTANCE OF 99.97 FEET; THENCE S 89°27'14" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5.73 ACRES, MORE OR LESS.

NOTES:

1. DATE OF FIELD SURVEY: MARCH 31, 2024
2. EXISTING USE OF PROPERTY: VACANT LOT.
3. PROPERTY IS ZONED: R-C GENERAL CONDOMINIUM-TOWNHOUSE DISTRICT, ADJACENT PROPERTIES ZONED C-2 GENERAL COMMERCIAL DISTRICT.
4. THE UNDERGROUND UTILITY SHOWN HEREON WERE MARKED IN THE FIELD BY THE UTILITY OWNERS OR THEIR AGENTS IN RESPONSE TO KANSAS ONE CALL TICKET #24120259.
5. THIS PROPERTY IS LOCATED IN THE ZONE X, OTHER AREAS; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. PER FIRMETTE MAP NO. 2051860005 D DATED SEPTEMBER 3, 1997.

UNDERGROUND UTILITY STATEMENT:

WITH REGARD TO UNDERGROUND UTILITIES, INFORMATION FROM THE SOURCES LISTED HEREON WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS THE PLATTED BEARING OF NORTH 00°20'00" EAST OF THE EAST LINE OF MIRIAH HEIGHTS TWO PLAT, GARDEN CITY, FINNEY COUNTY, KANSAS.

DATUM BENCHMARK:

DATUM IS U.S. SURVEY FEET AND REFERS TO NAVD88 DATUM DERIVED FROM CONNECTIONS TO NATIONAL CORS NETWORK VIA GPS STATIC SESSIONS ON PROJECT CONTROL PROCESSED WITH THE NATIONAL GEODETIC SURVEY'S OPUS PROJECTS UTILITY. ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID18 MODEL.

BENCHMARKS:

BM #61: "X" CUT ON NORTHWEST BOLT OF FIRE HYDRANT, 2' SOUTH FROM BACK OF CURB, 20' SOUTH FROM CENTERLINE OF PALACE DRIVE, 50' EAST OF J.C. STREET GOING SOUTH, 32' NORTH FROM A FLAG POLE.
ELEV=2830.74 (NAVD88)

BM #62: SQUARE CUT NORTHEAST CORNER OF CURB INLET AT END OF CURB RETURN, 50 FEET NORTHWEST OF INTERSECTION OF PALACE DRIVE & COLLEGE DRIVE.
ELEV=2828.40 (NAVD88)

REFERENCE TO SECTION CORNER

OWNER:
HAWKEYE DEVELOPMENTS, LLC
2033 E. LABRADOR BOULEVARD, SUITE B
GARDEN CITY, KS 67846

APPLICANT/DEVELOPER
TESSERE FORMERLY GLMV ARCHITECTURE LLC
1525 E. DOUGLAS AVE.
WICHITA, KS 67211

SURVEYOR:
CHARLES R. ROBINSON
KAW VALLEY ENGINEERING
9139 E. 37TH STREET N.
WICHITA, KANSAS 67226

KAW VALLEY ENGINEERING
9139 E. 37TH STREET NORTH
WICHITA, KANSAS 67226
PH. (316) 440-4304
wh@kveng.com | www.kveng.com

PROJECT NO.	024_2941
DRAWN BY	AL
CHECKED BY	CRR
CFN	2941PRLM
SHEET	1 OF 1

PROJECT:
SLIGO STATION
1129 PALACE DRIVE
GARDEN CITY, KS.

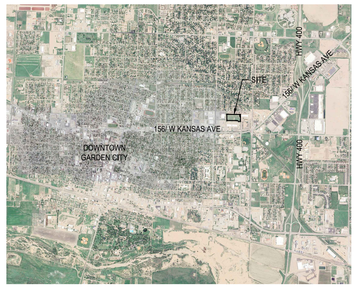
PREPARED FOR:
TESSERE formerly GLMV ARCHITECTURE LLC
1525 E. DOUGLAS AVE.
WICHITA, KS. 67211

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/24

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINEERING, INC.

Exhibit C

VICINITY MAP



DEVELOPMENT SUMMARY

Zoning
C-2 to be rezoned to C-3/CUP

Existing / Proposed Use
Vacant/ Mixed Use: Residential, Retail, Office

Building Program

Item	Units	Acreage	% of Acres	DU/AC
Phase 1 Apartments	63	2.3	39.62%	27.75
Future Development	TBD	3.5	60.38%	
Total	**TBD**	**5.7**	**100.00%**	

PARKING SUMMARY

Item	Requirement	Required	Provided
Phase 1 Parking			
Multi-Family	Parking: *2 spaces/unit*	126	140
	Loading: *40,000sf-60,000sf - 3 loading spaces (12'x50') 60,000sf-80,000sf - 4 loading spaces (12'x50')*	4	1
	ADA: *1 ADA space/ 25*	5	5
Phase 2 & 3 Parking			
Program / Land Use TBD	Parking: *2 spaces/unit*	TBD	70
	TBD	TBD	0
	ADA: *1 ADA space/ 25 parking spaces*	3	3

ZONING INFORMATION

Dimensional Requirements
*(Based on **C-3** District Regulations)*

Item	Requirement	Required	Provided
Apartments			
Max. Bldg Ht. (Ft.)	None*	None *	TBD
Setbacks			
Front (Ft.)	None	0	10
Side (Ft.)	None	0	149.21
Rear (Ft.)	10	10	80.43

* A Building may be erected to any height not in conflict with other ordinances.

SITE NOTES

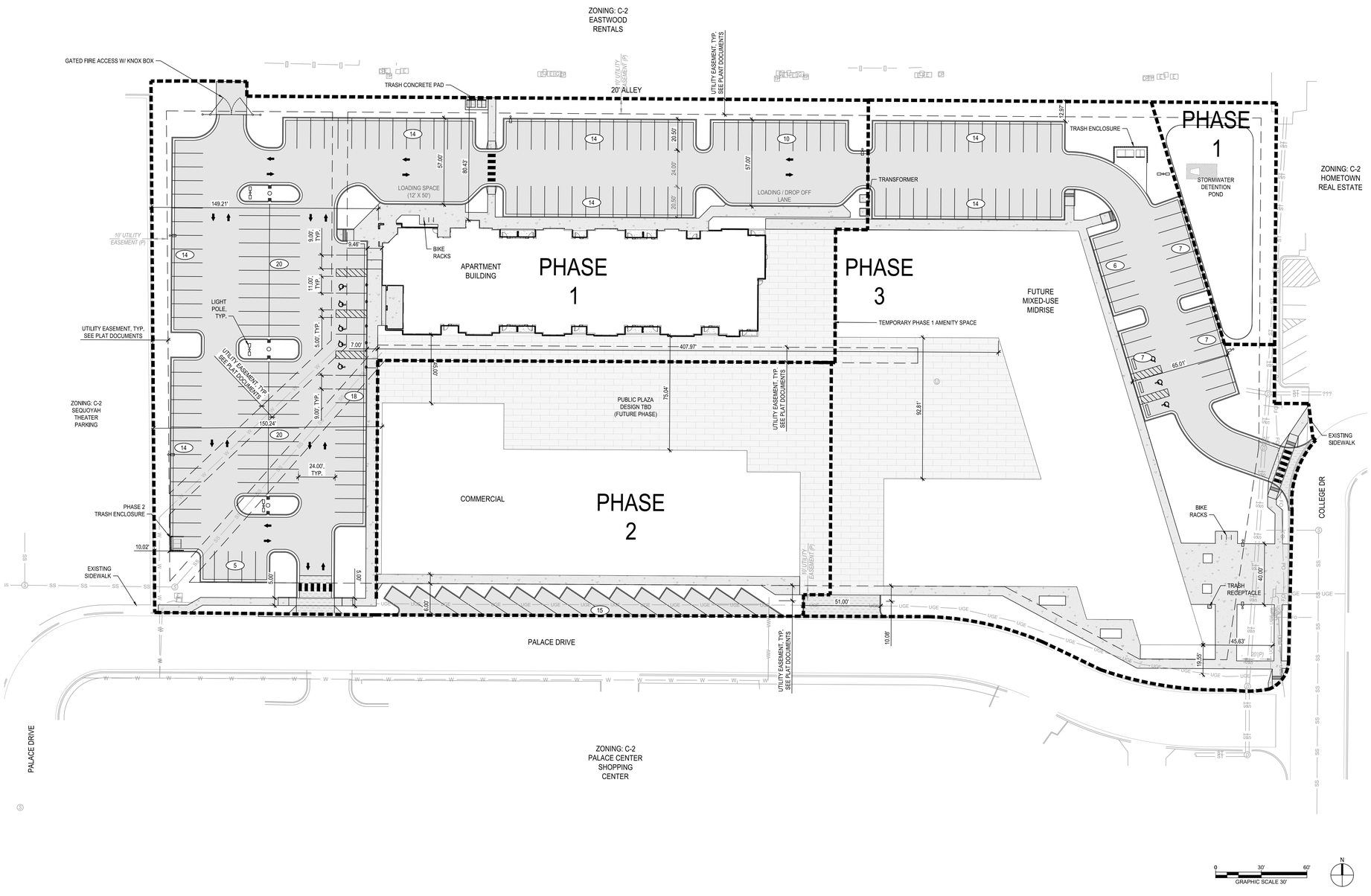
1. THIS DRAWING IS PRELIMINARY AND IS SUBJECT TO CHANGE.

LEGAL DESCRIPTION

ALL OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS, RECORDED ON DECEMBER 5, 1990 AT THE FINNEY COUNTY REGISTER OF DEEDS OFFICE, EXCEPT THAT PART DEDICATED FOR PALACE DRIVE ROADWAY AND UTILITY EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1 OF MIRIAH HEIGHTS TWO, GARDEN CITY, FINNEY COUNTY, KANSAS; THENCE ON ALONG THE EAST LINE OF SAID MIRIAH HEIGHTS TWO, N 00°20'00" E, A DISTANCE OF 376.15 FEET TO THE NORTHEAST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE N 89°41'32" W ALONG THE NORTH LINE OF SAID MIRIAH HEIGHTS TWO, A DISTANCE OF 696.18 FEET; THENCE N 00°16'01" E, A DISTANCE OF 9.90 FEET; THENCE N 89°41'59" W, A DISTANCE OF 43.01 FEET TO THE NORTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO, THENCE S 00°24'49" E, A DISTANCE OF 339.24 FEET TO THE SOUTHWEST CORNER OF SAID MIRIAH HEIGHTS TWO; THENCE S 89°41'28" E, A DISTANCE OF 556.22 FEET; THENCE S 62°01'41" E, A DISTANCE OF 99.97 FEET; THENCE S 89°27'14" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 5.73 ACRES, MORE OR LESS.

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PUBLIC PLAZA, DESIGN TBD
- CONCRETE SIDEWALK PAVEMENT
- BIKE RACK
- LIGHT POLE
- TRASH RECEPTACLE



HAWKEYE DEVELOPMENT

Sligo Station Planned Commercial Development Plan

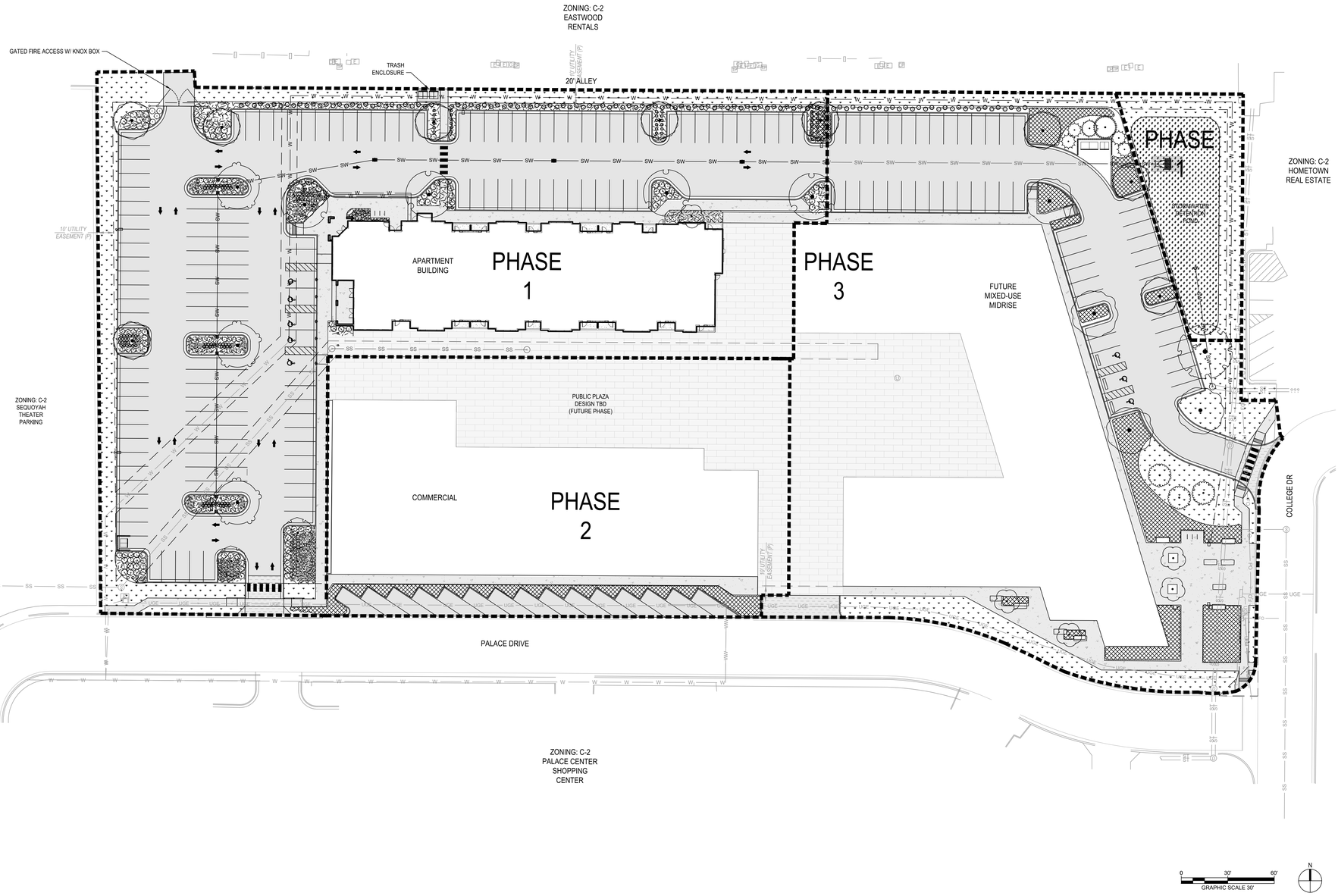
1. Project Statement:
    a. The target market to be served by the development is the Greater Garden City Micropolitan Statistical Area.
    b. The development respects the character of the adjacent neighborhoods, as it is surrounded by commercial uses on three sides and multi-family on the fourth side. All adjacent properties are zoned General Commercial (C-2) District. The development will be compatible with the surrounding area with quality construction.
    c. The 2023 Garden City Comprehensive Plan Future Land Use Plan shows this property as Mixed Use; therefore, this development complies with the comprehensive plan.
    d. This development is not in conflict with the Comprehensive Plan.

2. Timeline for the project / multi-phasing:
    a. Multi-family 63-unit apartment building: 2024
    b. Commercial building: 2025
    c. Mixed-use building: 2026-2028

Timothy Hanigan timhanigan@hawkeyedevelopment.net

Hawkeye Development LLC
P.O. Box 816
Garden City, KS 67846
Mobile 620-640-0019
timhanigan@hawkeyedevelopment.net

Exhibit E



LANDSCAPE CODE SUMMARY

Item	Requirement	Required	Provided
Developing Lot Landscape	10% of developing lot to be landscaping except the sf of buildings	5.73 ac.- 76,630 sf = 172,968.8 (10% = 17,296.88 sf)	35,858 sf
Parking Area Landscape	10% of gross parking lot area	80,839sf parking area 10% = 8,083.9 sf	14,274 sf (17.6%)
Adjacent Lot Buffer Landscape	non-residential use that adjoins residential zoning district determined by Planning Director	None (surrounding zoning c-2 each side)	6-15' ht. evergreen hedge along north property line
Dumpster Screening	Screened from view of abutting properties with solid fence or wall	Solid fence or wall min. of 6' ht.	6' ht. masonry wall

LANDSCAPE NOTES

1. THIS DRAWING IS PRELIMINARY AND IS SUBJECT TO CHANGE.
2. THE PROPOSED LANDSCAPE EXCEEDS REQUIREMENTS SET FORTH IN CHAPTER 36 OF THE GARDEN CITY ZONING REGULATIONS.
3. ALL TREES TO BE MINIMUM 15 GALLON.
4. ALL PLANT MATERIAL IS NONINVASIVE AND EITHER THE APPROVED SPECIES LIST PROVIDED BY THE CITY OR HARDY NATIVES/ CULTIVARS.
5. PLANT MATERIAL SHALL BE MOSTLY NATIVE AND LOW MAINTENANCE.
6. A PERMANENT IRRIGATION SYSTEM WILL BE INSTALLED FOR EACH PHASE OF DEVELOPMENT.
7. AFTER TWO GROWING SEASONS, LANDSCAPE SHALL PROVIDE AT LEAST 50% COVERAGE OVER MULCHED AREA.
8. LANDSCAPE AREA SHALL NOT INTERFERE WITH SIGHT TRIANGLES.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE MIN
EVERGREEN TREES		
	Juniperus virginiana 'Canaerti' Canaerti Eastern Redcedar	6' Ht.
	Juniperus virginiana 'Spartan' Spartan Eastern Redcedar	6' Ht.
	Picea abies Norway Spruce	6' Ht.
	Picea pungens glauca Colorado Blue Spruce	6' Ht.
	Thuja occidentalis 'Techny' Techny Arborvitae	6' Ht.
ORNAMENTAL TREES		
	Acer ginnala Amur Maple	2" Cal.
	Cercis canadensis Eastern Redbud Multi-trunk	2" Cal.
	Ulmus parvifolia Lacebark Elm	2" Cal.
SHADE TREES		
	Gleditsia triacanthos inermis 'Skycole' Skyline® Honey Locust	2" Cal.
	Gymnocladus dioicus 'Espresso' Kentucky Coffeetree	2" Cal.
	Platanus x acerifolia 'Morton Circle' Exclamation!™ London Plane Tree	2" Cal.
	Quercus shumardii Shumard Oak	2" Cal.
	Taxodium distichum 'Mickelson' Shawnee Brave™ Bald Cypress	2" Cal.
	Tilia cordata Littleleaf Linden	2" Cal.
	Zelkova serrata 'Green Vase' Green Vase Japanese Zelkova	2" Cal.
SHRUBS		
	Chaenomeles japonica alpina Japanese Flowering Quince	5 gal & 18" H
	Cornus sericea 'Kelseyi' Kelsey's Dwarf Red Twig Dogwood	5 gal & 18" H
	Hypericum frondosum 'Sunburst' Sunburst St. John's Wort	5 gal & 18" H
	Ilex verticillata 'Red Sprite' Red Sprite Winterberry	5 gal & 18" H
	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	5 gal & 18" H
	Viburnum plicatum tomentosum 'Summer Snowflake' Summer Snowflake Viburnum	5 gal & 18" H
	Viburnum x juddii Judd Viburnum	5 gal & 18" H
EVERGREEN SHRUBS		
	Buxus sinica insularis 'Wintergreen' Wintergreen Korean Boxwood	5 gal & 18" H
	Ilex aquifolium 'Blue Girl' Blue Girl English Holly	5 gal & 18" H
	Ilex x meserveae 'Blue Girl' & 'Blue Boy' Bern-Magic® Kids Combination Holly	5 gal & 18" H
	Juniperus chinensis 'Old Gold' Old Gold Juniper	5 gal & 18" H
	Juniperus chinensis 'Sea Green' Sea Green Juniper	5 gal & 18" H
	Juniperus sabina 'Buffalo' Buffalo Juniper	5 gal & 18" H
GRASSES & PERENNIALS		
	Asclepias incarnata Swamp Milkweed	1 gal & 18" H
	Carex glauca 'Blue Zinger' Blue Zinger Sedge	1 gal & 18" H
	Echinops bannaticus 'Blue Globe' Blue Glow Globe Thistle	1 gal & 18" H
	Liatris spicata 'Kobold' Kobold Blazing Star	1 gal & 18" H
	Oenothera macrocarpa Evening Primrose	1 gal & 18" H
	Panicum virgatum 'Northwind' Northwind Switch Grass	1 gal & 18" H
	Schizachyrium scoparium 'Standing Ovation' Standing Ovation Little Bluestem	1 gal & 18" H
GROUND PLANTS		
	Ceratostigma abyssinicum Plumbago	1 gal.
	Pachysandra terminalis Japanese Pachysandra	1 gal.
GROUND COVERS		
	Bouteloua dactyloides Buffalo Grass	sod
	Detention basin Native Seed Mix	Seed
	Turf synthetic Turf Synthetic Turf	SF

SLIGO STATION, GARDEN CITY, KS

PCD PLAN | 6/13/24

PRELIMINARY LANDSCAPE PLAN

TESSERE

EX02

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: July 16, 2024
RE: Rezone for property generally located at 1914 Buffalo Jones Avenue, Garden City, Kansas.

ISSUE:
The Governing Body is asked to consider and approve the rezoning request for property generally located at 1914 Buffalo Jones Avenue, Garden City, Kansas.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "C-2" General Commercial District to "I-2" Medium Industrial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:
Linda Dela Cruz is requesting to rezone the property generally located at 1914 Buffalo Jones Avenue from "C-2" General Commercial District to "I-2" Medium Industrial District (Figure 1). The property currently contains +/- 0.34 acres with one building located on the property. The owner intends to board dogs at this location; however, dog kennels (boarding) is not a permitted use within the C-2 General Commercial District. The owner intends to construct dog kennels outside of the existing building with chain link fencing.

STAFF ANALYSIS
The proposed land use is not consistent with the Comprehensive Plan. The current Comprehensive Plan/Future Land Use map has this property categorized as mixed use potential, which generally consists of residential and commercial uses. However, the surrounding zoning districts are a combination of commercial, light-medium and heavy industrial. "I-2" Medium Industrial district will be the most appropriate zoning district for this use, as dog kennels (boarding) are a permitted use within this zoning district. Rezoning the property will not affect any of the surrounding properties.

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

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

A. The physical character of the neighborhood surrounding the property under consideration.
B. The existing zoning and land uses of properties both adjacent and near the property under

consideration,

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

ALTERNATIVES:

1. The Governing Body may adopt the Planning Commission's recommendation by approving the proposed ordinance.
2. The Governing Body may override the Planning Commission's recommendation by a 2/3 majority vote.
3. The Governing Body may return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

RECOMMENDATION:

The Planning Commission recommended approval of the rezoning request at the June 20, 2024 meeting. Staff recommends adopting the Planning Commission's recommendation by approving the proposed ordinance.

FISCAL NOTE:

None.

ATTACHMENTS:

Vicinity Map
General Information
PC Minute Excerpts
Rezone Ordinance



Case Number: GC2024-22
Applicant: Linda Dela Cruz
Address: 1914 Buffalo Jones Avenue
Request: Rezone request from "G-C" General Commercial District to "I-2" Medium Industrial District



GC2024-22: Rezoning from "C-2" General Commercial District to "I-2" Medium Industrial District for property generally located at 1914 Buffalo Jones Avenue, Garden City, Kansas

GENERAL INFORMATION

Date:	June 20, 2024	**Jurisdiction:**	Garden City
Owner:	Linda Dela Cruz		
Applicant:	Linda Dela Cruz		
Requested Action:	Rezone from "C-2" General Commercial District to "I-2" Medium Industrial District		
Purpose:	To operate a dog kennel (boarding) business.		
Location address:	The property is generally located at 1914 Buffalo Jones Avenue		
Comprehensive Plan:	The proposed land use is not consistent with the Comprehensive Plan.		
Sites Existing Zoning:	"C-2" General Commercial District		
Surrounding Zoning:	North "I-2" Medium Industrial District South "I-2" Medium Industrial District East "I-2" Medium Industrial District West "C-2" General Commercial District and "I-3" Heavy Industrial District		
Land Area:	Contains 0.34 +/- acres		
Notice Date:	This project was published and noticed by mail as required by code.		

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

June 20, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, June 20, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins via Teams Meeting, Member Crist, Member Crocket, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** May 16, 2024

Member Anliker made a motion to approve the minutes from May 16, 2024. *Member Crockett* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.
CLOSED PUBLIC COMMENT

4. GENERAL STAFF REPORT AND UPDATE

Staff Charles presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.
b. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
c. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
d. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
e. All application files in their entirety including Staff Reports

6. NEW BUSINESS

FC2024-22 Rezoning from "C-2" General Commercial District to "I-2" Medium Industrial District, for property generally located at 1914 Buffalo Jones Avenue, Garden City, Kansas

Staff Thompson- Presented staff report.

Linda De La Cruz, Applicant- We would like to open a boarding facility. Back in August the only boarding facility that was here closed. We purchased this property with hopes to open that up. We have nothing here,

something in Scott City, Leota, Cimarron, Dodge City, but absolutely nothing here. Every day I get someone calling me or coming by. It is something that I feel this community does need. We are hoping, praying, that you give us that change of zoning.

Chair Germann- Do you have a limit as to how many dogs that you would be able to board?

Linda De La Cruz- We don't want to go past thirty. Right now, our kennels are going to be inside because we have a facility to keep them inside for about twenty-one. We also will have kennels outside, but those will only be used for when they need to go outside and take care of their business. They will be boarded inside. There is heating, there will be cooling, and they will be licensed through the state.

Chair Germann- So they would have certain exercise periods but not just loose out there.

Linda De La Cruz- They will be outside. I think we have six or seven kennels outside, so we separate the large dogs from the smaller dogs. They will have an area where they can exercise and play and be inside the kennels.

Member Crist- What will be the proximity of those kennels to the small building that you are asking to be rezoned? Is it all going to be contained within that little building?

Linda De La Cruz- There is quite a big yard out there and it will be all fenced in. It is kind of separate from the other property that we have. But it will all be enclosed.

Member Crist- But it will all be within the confinement of that building.

Linda De La Cruz- Yes. I do have other property in the back where I can take them to do other walks but there will be an area for them to exercise there.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

Chair Germann- Did staff receive any phone calls on this at all?

Staff Charles- No.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "I-2" MEDIUM INDUSTRIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER CRIST SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

ADJOURN

The meeting was adjourned at 10:15 A.M.

Trent Maxwell	Secretary	Vicki Germann	Chairman
Aleecya Charles	Staff	Sean Collins	Vice-Chairman

(Published in the Garden City Telegram on the _____ day of July 2024)

ORDINANCE NO. _____ - 2024

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

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

SECTION 1. The purpose of this ordinance is to rezone certain real property pursuant to K.S.A. 12-757 and pursuant to a request submitted by **GC PILOT CAR SUPPLY, LLC**, a Kansas limited liability company, for uses by **OTIS HOUSE OF PUPS, LLC**, a Kansas limited liability company.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, with all amendments thereto, is hereby amended to rezone the below described real property situated in Garden City, FINNEY County, KANSAS, from "C-2" General Commercial District to "I-2" Medium Industrial District:

Lot One (1), Block One (1) of the Bill's Pawn Shop Addition to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof, which is commonly known and numbered as 1914 Buffalo Jones Avenue, Garden City, Kansas.

SECTION 3. The District Zoning Map of the City of Garden City, Kansas, referred to in Article 3, Section 3.020 of the Zoning Regulations of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

SECTION 4. The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same are hereby repealed, to be replaced as specified in this ordinance. All sections of said Zoning Ordinance, Zoning Regulations, District Zoning Map not specifically amended herein, shall remain in full force and effect.

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

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of July, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jason Hase
DATE: July 9, 2024
RE: Buffalo Dunes Golf Course Fee Increase

ISSUE:

The Governing Body is asked to consider and approve an increase to membership, cart, and green fees at Buffalo Dunes Golf Course to take effect January 1, 2025.

BACKGROUND:

Buffalo Dunes has not had any rate adjustments in these four areas for over eight years. Staff along with the Buffalo Dunes Advisory Board is recommending the Governing Body adjust these rates to help offset the rising cost of doing business and providing one of the best golf experiences in the Midwest. The attached spreadsheet with percentage increases has been included for your review. Following a review and discussion with the Buffalo Dunes Advisory Board and a random selection of golf patrons, the following adjustments were recommended:

- Green Fees
  - Weekdays
    - 9 Holes - $15.00 increase to $22.00
    - 18 Holes - $25.00 increase to $32.00
  - Weekends
    - 9 Holes - $20.00 increase to $27.00
    - 18 Holes - $30.00 increase to $37.00
  - Tournament Green Fees - $20.00 to $27.00
- Cart Fees
  - 9 Holes - $10.00 increase to $13.00
  - 18 Holes - $15.00 increase to $18.00
- Membership Fees
  - Annual Passes
    - Adult Annual Pass - $490.00 increase to $539.00
    - Senior Annual Pass - $360.00 increase to $396.00
    - Family Annual Pass - $690.00 increase to $759.00
  - Golf Memberships
    - Adult Gold - $1,210.00 increase to $1,330.00
    - Senior Gold - $1,100.00 increase to $1,210.00

- Couple Gold - $1,550.00 increase to $1,705.00
- Family Gold - $1,800.00 increase to $1,980.00
- Junior Gold - $825.00 increase to $905.00

ALTERNATIVES:

1. The Governing Body may approve the new proposed rate increases as written above.
2. The Governing Body may not approve the request.
3. The Governing Body may direct Golf Professional Hase differently.

RECOMMENDATION:

The Buffalo Dunes Advisory Board and staff recommend the Governing Body approve the new proposed rate increases.

FISCAL NOTE:

Using the 2023 rounds played and assuming a 5% user loss; this will have a positive impact on golf revenues of approximately:

Annual Passes	$1,119.00
Golf Memberships	$7,892.50
Green Fees	$44,734.00
Cart Fees	$35,187.00
Total	$88,932.50

This year, revenues and rounds have already comparably exceeded 2023 numbers.

ATTACHMENTS:

2025 Golf Rate Increase

ANNUAL PASSESS	Annually	2023 #'s	Aprox. Actuals	10% Increase	10% Rate	Potential Income	15% Increase	15% Rate	Potential Income	20% Increase	20% Rate	Potential Income
Adult	$ 490.00	21.00	$ 10,290.00	$ 49.00	$ 539.00	$ 11,319.00	$ 73.50	$ 563.50	$ 11,833.50	$ 98.00	$ 588.00	$ 12,348.00
Senior (65 and Over)	$ 360.00	19.00	$ 6,840.00	$ 36.00	$ 396.00	$ 7,524.00	$ 54.00	$ 414.00	$ 7,866.00	$ 72.00	$ 432.00	$ 8,208.00
Student (21 and Under)	$ 100.00	29.00	$ 2,900.00	$ 10.00	$ 110.00	$ 3,190.00	$ 15.00	$ 115.00	$ 3,335.00	$ 20.00	$ 120.00	$ 3,480.00
Family (2 or More)	$ 690.00	7.00	$ 4,830.00	$ 69.00	$ 759.00	$ 5,313.00	$ 103.50	$ 793.50	$ 5,554.50	$ 138.00	$ 828.00	$ 5,796.00
			$ 24,860.00			$ 27,346.00			$ 28,589.00			$ 29,832.00
5% Potential Loss d/t Increase						$ (1,367.00)			$ (1,429.00)			$ (1,492.00)
Adjusted Total			$ 24,860.00			$ 25,979.00			$ 27,160.00			$ 28,340.00

GOLD MEMBERSHIPS	Annually			10% Increase			15% Increase			20% Increase		
Adult	$ 1,210.00	52.00	$ 62,920.00	$ 121.00	$ 1,331.00	$ 69,212.00	$ 181.50	$ 1,391.50	$ 72,358.00	$ 242.00	$ 1,452.00	$ 75,504.00
Senior (65 and Over)	$ 1,100.00	33.00	$ 36,300.00	$ 110.00	$ 1,210.00	$ 39,930.00	$ 165.00	$ 1,265.00	$ 41,745.00	$ 220.00	$ 1,320.00	$ 43,560.00
Student (Ages 16-20)	$ 825.00	3.00	$ 2,475.00	$ 82.50	$ 907.50	$ 2,722.50	$ 123.75	$ 948.75	$ 2,846.25	$ 165.00	$ 990.00	$ 2,970.00
Couple	$ 1,550.00	22.00	$ 34,100.00	$ 155.00	$ 1,705.00	$ 37,510.00	$ 232.50	$ 1,782.50	$ 39,215.00	$ 310.00	$ 1,860.00	$ 40,920.00
Family (2 or More)	$ 1,800.00	22.00	$ 39,600.00	$ 180.00	$ 1,980.00	$ 43,560.00	$ 270.00	$ 2,070.00	$ 45,540.00	$ 360.00	$ 2,160.00	$ 47,520.00
			$ 175,395.00			$ 192,934.50			$ 201,704.25			$ 210,474.00
5% Potential Loss d/t Increase						$ (9,647.00)			$ (10,058.50)			$ (10,524.00)
Adjusted Total			$ 175,395.00			$ 183,287.50			$ 191,645.75			$ 199,950.00

GREEN FEES				5.00 Increase		7.00 Increase			$9.00 Increase		
9 Hole Weekday	$ 15.00	986.00	$ 14,790.00	$ 20.00	$ 19,720.00	$ 22.00	$ 21,692.00	$ 24.00	$ 23,664.00		
9 Hole Weekend	$ 25.00	1098.00	$ 27,450.00	$ 30.00	$ 32,940.00	$ 32.00	$ 35,136.00	$ 34.00	$ 37,332.00		
18 Hole Weekday	$ 20.00	1116.00	$ 22,320.00	$ 25.00	$ 27,900.00	$ 27.00	$ 30,132.00	$ 29.00	$ 32,364.00		
18 Hole Weekend	$ 30.00	1853.00	$ 55,590.00	$ 35.00	$ 64,855.00	$ 37.00	$ 68,561.00	$ 39.00	$ 72,267.00		
Junior	$ 7.00	1097.00	$ 7,679.00	$ 10.00	$ 10,970.00	$ 10.00	$ 10,970.00	$ 10.00	$ 10,970.00		
Tournament Green Fees	$ 20.00	2548.00	$ 50,960.00	$ 25.00	$ 63,700.00	$ 27.00	$ 68,796.00	$ 29.00	$ 73,892.00		
			$ 178,789.00		$ 220,085.00		$ 235,287.00		$ 250,489.00		
5% Potential Loss d/t Increase					$ (11,000.00)		$ (11,764.00)		$ (12,524.00)		
Adjusted Total					$ 209,085.00		$ 223,523.00		$ 237,965.00		

CART FEES				$2.00 Increase		$3.00 Increase		$4.00 Increase		
9 Holes	$ 10.00	3427.00	$ 34,270.00	$ 12.00	$ 41,124.00	$ 13.00	$ 44,551.00	$ 14.00	$ 47,978.00	
18 Holes	$ 15.00	5847.00	$ 87,705.00	$ 17.00	$ 99,399.00	$ 18.00	$ 105,246.00	$ 19.00	$ 111,093.00	
Spectator Cart Fees	$ 30.00	369.00	$ 11,070.00	$ 34.00	$ 12,546.00	$ 36.00	$ 13,284.00	$ 38.00	$ 14,022.00	
			$ 133,045.00		$ 153,069.00		$ 163,081.00		$ 173,093.00	
5% Potential Loss d/t Increase			$ (13,305.00)		$ (7,653.00)		$ (8,154.00)		$ (8,655.00)	
			$ 119,740.00		$ 145,416.00		$ 154,927.00		$ 164,438.00	
Potential Revenue			$ 512,089.00		$ 593,434.50		$ 628,661.25		$ 663,888.00	
Potential Revenue Loss d/t Increase					$ 563,767.50		$ 597,255.75		$ 630,693.00	
Increase Revenue After Adjusted Revenue					$ 51,678.50		$ 85,166.75		$ 118,604.00	

*Does not include driving range.

	2023 Actuals
2023 Membership Revenue	$ 201,021.24
2023 Green Fees	$ 175,887.50
2023 Golf Cart Rental	$ 131,258.83
2023 Driving Range	$ 13,623.71
2023 Trail Fees	$ 1,107.00
	$ 522,898.28

Paid Green Fee Rounds	8200	$	21.39	$ 175,398.00
Paid Cart Fee Rounds	10,200	$	12.81	$ 130,662.00
				$ 306,060.00

If 2 % Annual Increase after 15% Increase	2027	2028	2029	2030	2031
	$ 641,234.48	$ 654,059.16	$ 667,140.35	$ 680,483.15	$ 694,092.82

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: July 16, 2024
RE: Bid Award for Public Water Supply Well No. 32

ISSUE:

The Governing Body is asked to consider and approve a bid from Lee Construction, Inc. for $938,000.00 to construct Public Water Supply Well No. 32.

BACKGROUND:

At the January 18, 2022 meeting, the Governing Body approved engineering and design services for the replacement of two Public Water Supply (PWS) wells. Today, the Governing Body is asked to approve a bid from Lee Construction, Inc. to construct a new well that will replace Sandhills Well No. 1. Sandhills Well No. 1. is authorized for 808 acre-feet (263.2 MGY) and has been in service since 1981. Elevated levels of nitrate found at the well indicated that the construction of the well was not adequate to protect the well from nitrates occurring in the aquifer due to the design of the well.

The design of the well included test well drilling from Downey Drilling, Inc. to drill a series of test wells to determine the construction of a new well to avoid the influence of nitrates at shallow depths. Downey also worked with PEC's contract geologist to develop a water well design to incorporate into the overall project design. Water samples and geophysical logging were also incorporated with the test well data gathering. In addition to the construction of the well, the project will also include a more robust plugging and abandonment procedure for Sandhills Well No. 1, this is required to ensure that the well does not serve as a conduit for contaminants to the new well. This information was included in the overall project design submitted to KDHE for permitting as a PWS well.

Due to the need to quickly restore a reliable well for the City water supply, the City pre-selected Downey Drilling, Inc. to construct the well and plug and abandon Sandhills Well No. 1. This ensures the project is completed by the end of the year. The bid received from Lee Construction is for their services as a general contractor for the project and to construct the needed improvements to connect the new well to City infrastructure. No other bids were received by the City.

In addition to the design and permitting of this well project, City staff have also received approval from the Division of Water Resources to relocate the well. Substantial completion of this project is scheduled for 120 days which staff anticipates will be mid-December 2024. The construction of this well will be helpful in ensuring multiple sources of water to ensure a reliable water supply.

ALTERNATIVES:

1. The Governing Body may choose to approve the bid from Lee Construction, Inc. to construct Public Water Supply Well No. 32 for $938,000.00.
2. The Governing Body may choose not to approve the bid from Lee Construction, Inc.

RECOMMENDATION:

Staff recommends that the Governing Body approve the bid from Lee Constriction, Inc. to construct Public Water Supply Well No. 32 for $938,000.00.

FISCAL NOTE:

This project, if approved by the Governing Body, this will be added to the 2024 Revised budget which will be adopted and will impact the anticipated 2025 ending cash balance of $3,490,129 by decreasing it by the amount of the project bid.

ATTACHMENTS:

PEC Bid Letter - PWS Well No. 32
Bid Tabulation - PWS Well No. 32
Notice of Award - PWS Well No. 32

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

July 10, 2024

Mr. Fred Jones, Water Systems Resource Manager
City of Garden City
140 Harvest Street
P.O. Box 998
Garden City, KS 67846

Re: PWS Well No. 32 (Sandhill Well No. 1 Offset)
PEC Project No. 35-217032-004-0951

Dear Mr. Jones:

Bids were received and publicly opened for the above referenced project on July 8, 2024. One bid was received: Lee Construction, Inc. ($938,000.00). The bid met bidding requirements and the bidder is qualified for this project. While the bid was above the engineer's estimate, factors such as current industry worker shortages and an addendum specifying an additional valve and specific electrical equipment that reduces operational time and costs resulted in prices increase since the estimate was prepared. The bid is presented as Attachment A and the bid tabulation is presented as Attachment B.

The advertisement for bids was sent directly to several qualified local contractors including Downey Drilling, BRB Construction, Walters Morgan, UCI, Crossland Construction, Wildcat, Dondlinger Construction Co., Inc., and CAS as well as posted to several plan rooms. PEC then contacted contractors to determine interest in submitting bids but given the current workloads and worker shortage issues, only two indicated interest at the time. One of the two contractors then decided that they would not be able to submit a bid. Given the current labor shortage in the construction industry and the workloads of local qualified contractors, rebidding the project would potentially lead to price escalation. This project also needs to be completed quickly to prevent groundwater contamination and provide an adequate water supply to the City. If the City decides to proceed with the bid, please sign the document and provide a copy of the executed Notice of Award provided in Attachment C to PEC.

If you have any questions or comments, please contact me at (316)206-1410 or by email at Sarah.Unruh@pec1.com.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah C. Unruh, P.E.
Project Engineer

SCU/ev

Enclosed: As Noted

OWNER: City of Garden City
PROJECT: Garden City Offset Wells
PEC PROJECT NO: 35-217032-004-0951
Bid Date/Time: July 8th, 2024 at 2:00 pm

BID TABULATION

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Lee Construction, Inc.							
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID - PAVING AND DRAINAGE													
1	PWS Well No. 32 (Sandhill Well No.1 Offset)	1	LS	$ 417,699.00	$ 417,699.00	$ 435,354.00	$ 435,354.00	$ -	$ -	$ -	$ -	$ -	$ -
2	Well drilling and Equipment	1	LS	$ 502,646.00	$ 502,646.00	$ 502,646.00	$ 502,646.00	$ -	$ -	$ -	$ -	$ -	$ -
BASE BID TOTAL					**$ 920,345.00**		**$ 938,000.00**						

BID BOND	N/A	YES	-	-	-	
ADDENDUM NO. 1	N/A	YES	-	-	-	

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance: _____

Owner: City of Garden City Owner's Contract No.: _____

Engineer: Professional Engineering Consultants, P.A.

Engineer's Project No.: 35-217032-004-0951

Project: PWS Well No. 32 (Sandhill Well No. 1 Offset)

Bidder: Lee Construction, Inc.

Bidder's Address: 413 Campus Drive, Suite 101, Garden City, KS 67846

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/8/2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

PWS Well No. 32 (Sandhill Well No. 1 Offset)

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $ 938,000. Contract price is subject to adjustment based on provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer **[3]** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

Copy: Engineer

END OF SECTION

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Nolan Thill, Parks Superintendent
DATE: July 11, 2024
RE: Naming Solicitation for New Community Park

ISSUE:
The Governing Body is asked to consider and approve the open naming solicitation for the new community park in southeast Garden City.

BACKGROUND:
The City of Garden City Parks and Recreation Department is inviting the public to suggest a name for the new "Southeast Community Park" located at 328 Susan Street. The park is set to open in early 2025 and the City will soon be completing signage and begin its programming and marketing. As such, staff requests the Governing Body consider establishing a formal name for the park.

There are a couple of ways the Governing Body could go about naming the park. One way is for the Governing Body to discuss and decide itself at this meeting and/or a future meeting ideas for naming the park and by a motion, second, and majority approval determine the name of the park.

An alternative is to actively engage the public and solicit input. If you wish to choose this method, staff has prepared for the Governing Body's consideration a form and process for soliciting possible names from the public. Members of the public who are interested can submit the completed "Suggestion Form for Naming the New Community Park" to Parks Superintendent, Nolan Thill. The completed forms are suggested to be due by Friday, August 9, 2024. They can be dropped off in person at 106 S. Eleventh Street, mailed to PO Box 998, or emailed to nolan.thill@gardencityks.us. All submissions will be reviewed by staff and the Parks and Recreation Advisory Board. A shortlist will be presented to the City Commission for park naming selection at the August 20, 2024, City Commission meeting.

There are examples of both methods having been used to name parks and facilities in the past.

ALTERNATIVES:
1. The Governing Body may approve the form, solicitation and selection process for park name suggestions from the public.
2. The Governing Body may discuss among itself naming ideas and decide at this meeting or a future meeting the name of the park.

RECOMMENDATION:
Staff recommends the Governing Body approve the process by which it will name the park.

FISCAL NOTE:
None.

ATTACHMENTS:
Application Form for Naming New Park

GARDEN CITY
KANSAS

Manuel F. Ortiz
Mayor

Roy Cessna
Commissioner

Bryce Landgraf
Commissioner

Tom Nguyen
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

City Administrative Center
301 N. 8th
P.O. Box 998
Garden City, KS 67846

620-276-1160

www.garden-city.org

Suggestion Form for Naming the New Community Park

The Garden City Commission is seeking community input for naming the park in the Southeast quadrant of the city, which is situated west of the US50/400 & US83 Bypass and south of Spruce Street. Even though the park has been referred to as "Southeast Park" during previous construction phases over the last decade, the City Commission wants to finalize a more permanent name now that the main park features are nearly complete and it's almost ready for public use.

To propose a name for the park, please complete the Suggestion Form.

- Provide detailed information about the proposed park name. Include supplemental information such as documentation of the person's significance and good reputation in the City's, State's, or Nation's history, as well as any additional letters of support.

- For the suggestion to be considered, the City of Garden City must receive the Suggestion Form by the end of the solicitation period on Friday, August 9, 2024.

- Send all inquiries to:
  Nolan Thill
  106 S. Eleventh Street, PO Box 998
  Garden City, KS 67846

For questions, please contact Nolan Thill at 620.271.1403. Nolan.Thill@gardencityks.us

Proposed Name for the Park: _____

If proposing the name of an individual, please include a biographical description of the nominee:

_____
_____
_____
_____
_____

Describe the individual's involvement in the Garden City community:

_____
_____
_____
_____
_____

GARDEN CITY
KANSAS

Describe the individual's connection to the park or park system, if any:

_____
_____
_____
_____
_____

If proposing a name that is not an individual, summarize the reason for the name:

_____
_____
_____
_____
_____

Date: _____ Name of requester: _____
Address: _____
Phone Number: _____

*Please use additional paper if needed.

Manuel F. Ortiz
Mayor

Roy Cessna
Commissioner

Bryce Landgraf
Commissioner

Tom Nguyen
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

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GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: July 16, 2024
RE: New and Renewed Contractor Licenses for July 16, 2024.

ISSUE:

The Governing Body is asked to consider and approve the contractor licenses for July 16, 2024.

BACKGROUND:

Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on the list have completed the requirements necessary to obtain their contractor license for 2024.

ALTERNATIVES:
1. The Governing Body may approve the contractor licenses as presented.
2. The Governing Body may not approve the contractor licenses.

RECOMMENDATION:
Staff recommends the Governing Body approve the contractor licenses as presented.

FISCAL NOTE:

None.

ATTACHMENTS:
Contractor License July 16, 2024

CONTRACTOR LICENSE AGENDA
July 16, 2024

2024 NEW

CLASS A GENERAL CONTRACTOR
Continental Siding Supply

CLASS B BUILDING CONTRACTOR
Springfield Builders Inc.

CLASS C RESIDENTIAL CONTRACTOR
OV Construction

CLASS D-E ELECTRICAL CONTRACTOR
Dave's Electrical, Inc.

CLASS D-M MECHANICAL CONTRACTOR
T&T Heating and Air, LLC
Wuthnow Htg & Air, Inc.

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
BNSE Construction (Stucco)
C4 Fiber Optics (Excavation)
EZ Ramirez (Fencing)
JM General Construction LLC (Flatwork)
JRS Underground LLC (Excavation)

2024 RENEWAL

CLASS B BUILDING CONTRACTOR
Aurelio's Home Improvement

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
Pro-Cut Tree Service, Inc. (Arborist)

CLASS D-P PLUMBING WITH GAS CONTRACTOR
Moore Water Treatment, Inc.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: July 16, 2024
RE: Garden City Board of Zoning Appeals June 12, 2024, Minutes

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ISSUE:
Garden City Board of Zoning Appeals June 12, 2024, Minutes.

BACKGROUND:
Attached are the approved minutes from the June 12, 2024 Garden City Board of Zoning Appeals meeting.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:
None.

ATTACHMENTS:
GCBZA Minutes-June 12, 2024

MINUTES
BOARD OF ZONING APPEALS
GARDEN CITY, KANSAS

June 12, 2024

The Garden City Board of Zoning Appeals scheduled a Public Hearing at 9:00 a.m. Wednesday, June 12, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Meeting called to order at 9:00 a.m. Present were Vice-Chairman Acosta, Member Collins, Member Mesa, and Member Rishel. Also in attendance were Staff Charles, Staff Presisto & Staff Thompson.

II. APPROVAL OF MINUTES

Member Rishel made a motion to approve the minutes from May 14, 2024. Member Collins seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Yea	Yea	Not Present	Yea

Motion passed.

III. SUBMITTAL OF EXHIBITS FOR THE RECORD

- **A. City of Garden City Zoning Regulations as amended**
- **B. City of Garden City Subdivision Regulations of 1996 as amended**
- **C. City of Garden City Comprehensive Plans all as amended**
- **D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- **E. All application files in their entirety including Staff Reports**

IV. NEW BUSINESS

GCBZA2024-10: Chris Kruleski has applied for a building setback variance for the property generally located at 3402 Lost River Drive, Garden City, Kansas.

Staff Thompson- Presented staff report.

Member Mesa- It looks to me like the surrounding area is all vacant. In this point and time, it is all platted, correct?

Member Collins- There are a few (homes) that just went up that are not on the map.

Member Rishel- Since this is still all construction going on out there do you anticipate putting a sidewalk on Prairie?

Staff Charles- The City doesn't put in the sidewalk. Whoever is building the home is responsible for installing the sidewalk.

Chris Kruleski, Applicant- We do have a sidewalk there that we paid for.

Member Rishel- You are not going to be able to get a good size pickup truck in there with it extending over the sidewalk.

Chris Kruleski- I talked to a contractor, and he will adjust the sidewalk in that area to meet the requirements. It is going to be a small passenger vehicle. That is what our plans are. Originally when we had this place built, we were just thinking that we were going to use it as a shed but then as my daughter gets older in about four or five years, we thought it would be great to have a vehicle that we can just park in there for her. It's going to be a small

vehicle. It won't be any truck or anything. We would have set it back further if we had thought about that. I wish I would of done that but now there are trees there and we'd have to pull out that one tree and we would have to move the whole shed. There is underground electric to the shed because I have some lights in there. We would have to break up the footer of concrete under the vinyl fencing so that would all have to come out. It would be a huge undertaking. The cost alone would be way more than what we could do. All the homes on Prairie View, their drives are also going to be that way as well. So, it would conform to what the view would look like if you looked down at all the drives that would be going on to Prairieview. I did talk to Milestone, the owner that is doing all that building around that area, and he didn't see any issue. He actually recommended one of his guys that does concrete professionally for him, and he also owns the lots across. I asked him if he would see that being any issue with him building across the street from them on the other side of Prairie view and he said no it would look just like the rest of them anyway. We just thought that we would approach you with it and see if that would work. We did a whole bunch of landscaping, and we paid a bunch to have rock put in and I moved about twenty tons of rock myself and I've got another area of rock to do so we have thirteen trees on the property, and we are trying to make it look nice and just add to the value of the neighborhood too.

Member Collins- Is there any correspondence from the neighbors?

Staff Thompson- No.

Member Mesa- I think Mr. Rishel makes a very valid point however you are going to improve that and it's going to be consistent with the others in place.

Member Rishel- As a walker the city has a problem because I go out as a pedestrian, and I've got trucks parked and extending out into the street and you've got to walk out into the street to get around them. It isn't safe.

General discussion regarding vehicles parked in the right-of-way over City sidewalks and enforcement regulations.

Member Collins- I drove by this morning and to check to see if I were coming down making a turning and there was a car or a pickup parked there it wouldn't impede the line of site too much and I can't say that it does, but these are my concerns with it, we have these five guidelines to make these decisions through. What I worry about is the precedent that it sets. I was on this board about five years ago and every other case that we had was a corner lot and having setback problems and it got to a point to where one neighbors would say you granted it to this guy and now, I don't see why you can't here. It gets very messy very quick. All the things that you intend to do with this I have absolutely no qualms in believing that you would do exactly that. But we have to make decisions based on the life of the home and I can't guarantee that the next homeowner is even going to be aware that we had this discussion and these problems.

General discussion regarding setback requirements in the neighborhood and other areas and the hardship created for the applicant.

OPEN PUBLIC HEARING
CLOSE PUBLIC COMMENT

Member Collins- Is there any correspondence from the neighbors?

Staff Thompson- No.

Chris Krueleski- Fifteen feet is where that line is, but to the road it is twenty-four or twenty-five feet. That wasn't super accurate because if you are going to go from there to there, even to the sidewalk they quoted me was twenty-four feet of concrete. We are looking at almost another twenty-eight feet to the road. So, it is a good size drive. That fifteen foot wasn't super accurate.

Vice-Chair Acosta- That is what I was getting at. It's fairly large.

Staff Charles- Our setbacks are to the property line.

General discussion regarding room length comparisons and length of existing driveway on property.

Member Mesa- I know this is a tough one for everybody and because there is a difference, now that I know what I know I don't have a problem approving the request.

MEMBER MESA MADE A MOTION TO APPROVE THE VARIANCE. MEMBER ACOSTA SECONDED THE MOTION.

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

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Nay	Yea	Not Present	Nay

Motion failed.

Member Rishel made a motion to table the variance request to the next regular scheduled meeting.

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Yea	Yea	Not Present	Yea

Motion passed.

V. ADJOURN

Member Mesa made a motion to adjourn. Member Collins seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Yea	Yea	Not Present	Yea

Motion passed.

The meeting was adjourned at 9:23 A.M.

Trent Maxwell, Secretary
Aleecya Charles, Staff

Reynaldo Mesa, Chairman
Geoff Karhoff, Vice-Chairman

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland
DATE: July 11, 2024
RE: Zoo Advisory Board minutes for July 2024 meeting

ISSUE:
Presentation of the July 9, 2024 Zoo Advisory Board minutes.

BACKGROUND:
Attached are the July 9, 2024 Zoo Advisory Board minutes.

ALTERNATIVES:
None

RECOMMENDATION:
None

FISCAL NOTE:
None

ATTACHMENTS:
ZAB Minutes July 24

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, July 9, 2024

Members Present: LeeAnn Thon, James McGowan, Jessi Demel, Blair Loving, Stephanie Haug, Mary Funk, Susan Rojas
Members Absent:
Others Present: Kristi Newland, Donna Wohler, Jessica Norton

I. James called the meeting to order at 5:35 p.m.
II. Approval of Minutes – The minutes of the June meeting were approved.

III. New Business
   a. **Welcome New Board Members/Introductions**
   b. **Sales Tax Presentation by Assistant City Manager Ramos –** Derek spoke to the Board about the sales tax renewal that will be on the ballot on August 6.
   c. **Set Meeting Date/Time –** LeeAnn moved to keep the current meeting date and time. Blair seconded, and the motion passed unanimously.
   d. **Elect Officers -** Blair nominated James as Chair. Jessi seconded; the motion passed unanimously. Stephanie nominated Jessi for Vice Chair. James seconded; the motion passed unanimously. Blair nominated Mary as Secretary. LeeAnn seconded; the motion passed unanimously.
   e. **Picture of the Month** – Thirteen employees submitted pictures of LRZ animals, and the Board chose Conservation Awareness Coordinator Houston Glover's photo of an African crowned crane. The photo will be displayed on social media.

IV. Director Reports
   a. **Zoo Monthly Report** – The Zoo received another Asian wild horse. Staff prepared the bear yard and barn for when the new bears arrive. Red-and-yellow barbets were introduced into the MOA rainforest. An event was held to highlight enrichment items received through a grant from Corteva Agriscience. Staff prepared activities for Park and Rec month in July. The Conservation Awareness Team held 3 sessions of Edventure Camp, participated in 620 Day, and had 376 in attendance at a Zoomobile at the Dodge City Library.
   b. **FOLRZ Report** – The Safari Shoppe's net sales exceeded $25,000 in June. Cunningham Recreation is putting together a proposal for an alternative playground plan. Staff is preparing for the Jungle Run Automobile Show, which includes a cornhole tournament, silent auction, and beer garden.

V. Board Member Reports – LeeAnn said she visited 2 other AZA accredited zoos and appreciated elements that LRZ has that aren't at those zoos.
VI. The meeting was adjourned at 6:40

Next scheduled meeting is August 13, 2024, at 5:30 p.m.