



*AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – HUTCHINSON, KANSAS
JUNE 21, 2016
9:00 A.M.*

1. ROLL CALL

Piros de Carvalho ____ Soldner ____ Inskeep ____ Dechant ____ Daveline ____

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PRAYER

4. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

- a.** Presentation by Sunlight Children's Advocacy and Rights Foundation.
- b.** Oral communications from the audience. (Please limit your remarks to five (5) minutes and to items NOT on the agenda.)

5. CONSENT AGENDA

- a.** Approval of Minutes of June 2, 2016 City Council special meeting.
- b.** Approval of Minutes of June 7, 2016 City Council meeting.
- c.** Approval of appointments to the Downtown Hutchinson Revitalization Partnership Board of the following:
 - Anne Dowell, 4304 Foothill Drive, to fill the unexpired term of Marcia Fletcher for the term beginning 1/01/2014 to 1/01/2017.
 - Ryan Diehl, 10 Rambler Road, for reappointment to a second 3-year term beginning 1/01/2016 to 1/01/2019.
 - Bailey Stiggins, 625 West 22nd, for reappointment to a second 3-year term beginning 1/01/2016 to 1/01/2019.
- d.** Approval of reappointment to the Hutchinson Housing Commission of Scott Cooley, 10071 Paganica Pass, to a first 3-year term beginning 6/29/2016 to 6/29/2019.
- e.** Approval of Application for License to Sell Cereal Malt Beverages for HutchFest (pending Police Department approval).
- f.** Approval of May, 2016 financial reports.
- g.** Approval of appropriation ordinance in the amount of \$1,971,451.03.

Action – Motion to **approve** the Consent Agenda and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

6. PUBLIC HEARING

a. Consider **Structures Determined to be Unsafe and Dangerous.**

Action – Motion to **open** public hearing.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

Action – Motion to **close** public hearing.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

Action – Motion to **approve/not approve** the resolution which condemns unsafe and dangerous structures within the City of Hutchinson located at 722 West Avenue A, 00000 East Avenue C, 417 East Avenue C, 514 East Avenue C, 1015 East Avenue C, 527 Carey Street, 605 Carey Street, 615 Carey Street, 317 East Avenue D, 628 East Avenue F, 1117 Milcon Street, 218 South Reformatory Street, 724 West Sherman Avenue, 510 North Walnut Street, 909 East 1st Avenue, 1026 East 2nd Avenue, 1501 East 4th Avenue, 723 East 7th Avenue, 300 West 9th Avenue, 1001 West 13th Avenue and 1413 East 35th Avenue, and allows the property owners 30 days to repair or remove such structures; and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

7. ORDINANCES AND RESOLUTIONS

a. Consider **Ordinance amending the Residential Rental Registration and Inspection Program.**

Action – Motion to **approve/modify and approve/return to staff** an Ordinance amending certain sections of Article XI, Residential Registration and Inspection of Chapter 21 of the Code of the City of Hutchinson, Kansas; and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

b. Consider *Ordinance amending Municipal Court costs.*

Action – Motion to **approve** Ordinance amending Section 22-102 of the Code of the City of Hutchinson, Kansas, relating to Court costs in Municipal Court; and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

c. Consider *Ordinance regarding payment of insurance proceeds.*

Action – Motion to **approve** Ordinance concerning payment of insurance proceeds, establishing a new Article XII of Chapter 21 of the Hutchinson City Code; repealing the existing Article XII. Insurance Proceeds Fund of Chapter 21 of the Hutchinson City Code; repealing Ordinance No. 7557; and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

8. NEW BUSINESS

a. Consider *Final Plat for Pine Hill Second.*

Action – Motion to **accept and approve/amend and approve/deny/return to the Planning Commission for further review** the recommendation of the Planning Commission to approve the final plat for the Pine Hill Second subdivision with the conditions as presented.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

b. Consider *Final Plat for North Pointe.*

Action – Motion to **accept and approve/amend and approve/deny/return to the Planning Commission for further review** the recommendation of the Planning Commission to approve the final plat for the North Pointe subdivision with the conditions as presented.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

- c. Consider **Request for Condition Use Permit for storage facility at 2803 North Lorraine.**

Action – Motion to **accept and approve/amend and approve/override and deny by at least a majority vote of 4 of the 5 Council members/return to the Planning Commission** the recommendation of the Planning Commission to approve the conditional use permit for a climate-controlled self-storage facility at 2803 North Lorraine Street (Lot 2, Block A, of the proposed North Pointe Addition) pursuant to the factors and conditions as presented.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

- d. Consider **Agreement with KDOT for Safe Routes to School Project.**

Action – Motion to **approve** the agreement for the Safe Routes to School project with the Kansas Department of Transportation; and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

- e. Consider **2016 KLINK Resurfacing Project.**

Action – Motion to **approve** awarding the low bid of \$374,743.45 to Cornejo and Sons LLC for the 2016 KLINK Resurfacing Project (K-61 from Lorraine Street to north of 11th Avenue); and authorize the Mayor to sign.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

9. **REPORT OF CITY OFFICIALS**

- a. **Council**

- b. **City Manager**

10. EXECUTIVE SESSION

- a. Motion to recess into executive session pursuant to the employer-employee negotiations exception, K.S.A. 75-4319(b)(3) in order to discuss pending issues related to the 2017 contract negotiations with the City's bargaining units; the open meeting to resume in the City Council chamber at _____ o'clock a.m.

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

11. ADJOURNMENT

Motion _____ Second _____
Piros de Carvalho _____ Soldner _____ Inskeep _____ Dechant _____ Daveline _____

COUNCIL COMMUNICATION	
FOR MEETING OF	6-21-16
AGENDA ITEM	5a
FOR ACTION	✓
INFORMATION ONLY	

CITY OF
HUTCHINSON

MINUTES
CITY COUNCIL SPECIAL MEETING
COUNCIL CHAMBERS - HUTCHINSON, KANSAS
JUNE 2, 2016
8:00 A.M.

1. The Governing Body of the City of Hutchinson, Kansas met in special session at 8:00 a.m. on Thursday, June 2, 2016 in the City Council Chambers with Mayor Daveline presiding. Councilmembers Dechant, Inskip, and Piros de Carvalho were present. Councilmember Soldner was absent.

2. New Business

a. Consider Rental Registration and Inspection Program Amendment Options.

Mayor Daveline spoke about the purpose for this meeting, saying it was disappointing the legislature failed to listen to the communities. The Mayor said the Senate Bill that was passed now prohibits interior inspections unless permission is given by the tenant. He said the discussion today is to center on options available, not the pros and cons of the program.

Jana McCarron, Director of Planning and Development, spoke. Ms. McCarron said the changes do not prohibit registration or licensing programs, but limits interior inspections unless the lawful occupant gives permission to inspect the premises. Options were presented, as well as advantages and drawbacks of each option.

Ms. McCarron said the Housing Commission recommends Option 1 which requires mandatory exterior inspection for all rentals; and interior inspections when the tenants gives consent or, if vacant, when the landlord gives consent. Ms. McCarron said the City of Lawrence has had success with this approach. She said Hutchinson doesn't have the same demographic as Lawrence, so the success rate may not be the same. Mayor Daveline asked if the landlord would be on site for the inspection when the tenants gives consent. Ms. McCarron said it's not required, but the City of Lawrence does notify the landlord. Ms. McCarron said the Housing Commission recommends keeping the current fee structure, with surplus funds being used for education efforts, etc. She said staff does not concur with this; and recommends that fees be lowered per Option 1 as presented. Discussion ensued regarding the various fee structures.

Councilmember Dechant asked if the City would be looking at a rebate for this year. Ms. McCarron said there would not be a rebate; and it would be an administrative nightmare. She said the extra funds could be used to promote next year's program, educate tenants, etc. She said they could also consider giving credit for next year if the council chooses to lower the fee.

Councilmember Inskeep asked if the number of complaints was up or down. Trent Maxwell, Building Inspector, said the number of complaints is up. Ms. McCarron said tenants are more aware now that complaints can be made. Councilmember Dechant asked about the two housing studies done since 2000; and whether there are been improvements, more deterioration, etc. Ms. McCarron said the state of housing has declined; and is not improving.

Richard Greever, speaking as a member of the Housing Commission, asked that Council scrap the whole program and start over. He said he has some ideas on how to get rid of blighted properties; and said the City is missing the "sold on contract for deed" properties because they aren't inspected.

Greg Binns, a member of the Housing Commission, said the issue has been passionate on both sides. He said there are over 5,000 rentals; and a lot of people don't understand their rights. Mr. Binns said it's a health and safety issue which involves heating problems, water heaters blowing up, etc. He said he understands the privacy issue, but this is a business; and landlords need to take care of their properties. Mr. Binns said Option 1 is the best option to allow us to do what we want to do.

Fred Bruce, 102 West Avenue E, South Hutchinson, commented about the home that was shown in Ms. McCarron's presentation. He said the biggest problem is meth. He said he has several rentals west of town, but no one decent wants to live there. Mr. Bruce said it costs him \$15,000 to \$20,000 to fix up homes.

Robin Jackson of 3805 Quivira, said she agrees with the last speaker in some ways. Ms. Jackson said she doesn't think the state legislature was wrong in what they did; and only upheld the constitution and our 4th amendment rights. She said if the big push is for safety, then why is safety only being addressed in properties occupied by tenants. She said we all have the same goal which is for the city to be beautiful. She asked if this is a problem because people don't care or if it is economic. Ms. Jackson said the City is being discriminatory by addressing only rental units; and said it needs to go back to the drawing board. She suggested a voluntary program, with properties being listed on the City web site that have met rental inspections. She again said she appreciated what the legislature did by upholding the U.S. Constitution.

Mark Coberly, 400 East 23rd, said he owns rental properties and believes many of the rental properties in town are uninhabitable and unsafe. Mr. Coberly

said he disagrees with the committee's recommendation saying landlords with uninhabitable and unsafe properties will coerce tenants into not allowing inspection by offering incentives such as reduced rent, etc. He said the City will be spending its time inspecting only properties that would pass inspection. Mr. Coberly spoke about Option 2 which would allow the City to do exterior inspections. He said this will identify those properties most likely to have interior issues. He said people in unsafe housing will be displaced no matter what option is chosen; and if a tenant is displaced, the City has a responsibility to find new housing for them. Mr. Coberly said he favors Option 2; and agrees unsafe housing is an issue that needs to be addressed and corrected. He also said all non-rental housing should be inspected when sold to ensure it is safe and meets the required standards.

Charles Ulbrich, 7512 East 30th, said the County Appraiser comes by and inspects property every few years, so the City wouldn't need an inspector; and the County could send us their paperwork. He said he has talked to inspectors about various properties; and was told that unless he rented the property and had a vested interest he couldn't do anything. He said he wouldn't be ashamed to live in any of his properties; and if you wouldn't live in the property yourself, then it shouldn't be rented. Mr. Ulbrich said he would like to see every property inspected; and the problem will never be solved, if blight is not addressed.

Jean Mackay, 714 West 11th, said she and her husband own rentals; and we do need to have pride in our community. She said people don't have the money to live the way they prefer. Ms. Mackay said those living in substandard houses are one step away from being on the street. She also said landlords have no control over some issues.

The Mayor called for a break at 9:02 a.m. The meeting resumed at 9:07 a.m.

Maxine Julien, 37 Rambler Road, said she believes the letter to tenants the City is proposing will be intimidating to tenants. She said the legislature was wise in their decision; and that landlords are losing their rights. Ms. Julien said she has seven rental properties; and all are open for inspection. She said she knows something will be found that isn't right in them; and she is willing to fix whatever problems are found. Ms. Julien said tenants should have responsibilities too. She said she and her husband have been renting properties for over 50 years; and people want to rent their houses. She said when people move out, the houses are not in good condition. She said she cleans them up; and her husband has to do repairs. Ms. Julien said tenants need to be educated.

Ryan Patton, 3504 Rockwood Drive, said he is a new landlord after inheriting properties from his father. He agrees the legislature did the right thing, and said he is not opposed to the inspection program. Mr. Patton said he believes all properties need to be inspected, as there are a lot of owner occupied houses that are substandard.

Mayor Daveline asked Trent Maxwell to talk about land contracts. Mr. Maxwell said we have approximately 230 properties under land contract. He said they would like to inspect every single house, but if it's owner occupied the City cannot inspect. Mr. Maxwell said an exterior inspection still has a lot of merit. He said 266 units have been inspected; and any problems that were found have been repaired. He said the inspections had merit; and the homes are safer now. Discussion ensued. Mayor Daveline said this issue now rests back on the council.

Additional discussion ensued.

Motion by Councilmember Piros de Carvalho, second by Councilmember Dechant, to accept and approve the recommendation of the Housing Commission to make the amendments to the City's Rental Registration and Inspection Program Ordinance to:

1. Require mandatory exterior inspections for all rentals and interior inspections for those rentals where the tenant gives consent or the unit is vacant and the landlord gives consent.
2. Keep the current fee structure and use any surplus funds generated for education efforts, as well as for opening up applicable housing programs to landlord eligibility; and
3. Direct staff to prepare an ordinance reflecting said amendments for consideration June 21, 2016 or as soon thereafter as is feasible.

Councilmember Inskeep said he wanted to clarify the motion being made; and whether it was Option 1 on registration and the fee schedule. Mayor Daveline said there is a lot of uncertainty in what the future will hold if this motion passes. He questioned the impact the tenant approval process will have. The Mayor said he would like to propose for council consideration a two year sunset clause with a specific expiration date. Discussion ensued.

Paul Brown, City Attorney, said the last section of the current ordinance addresses evaluation of the program. Mayor Daveline addressed this, saying we need disciplines; and he would like to put a sunset on it. Ms. McCarron said three years would be reasonable. John Deardoff, City Manager, said he wants to be clear about keeping the existing fee structure in place, as staff's recommendation was to revise this. Discussion ensued.

Paul Brown said the council is just giving direction today; and there is no proposed ordinance. He told council to give staff a general direction; and staff would provide the specifics.

Councilmember Piros de Carvalho amended her motion and moved to make amendments to the City's Rental Registration and Inspection Program Ordinance to require mandatory exterior inspections for all rentals and interior inspections for those rentals where the tenant gives consent or the unit is vacant and the landlord gives consent, with a three year sunset provision. Councilmember Dechant seconded the motion. The motion passed unanimously.

Discussion ensued with regard to the current fee structure and the recommended options.

Motion by Councilmember Dechant to approve Option 1 of Table 1 of Potential Registration Fee Options to become effective January 1, 2017. Councilmember Piros de Carvalho asked if the new fees would take effect January 1, 2017. Ms. McCarron said that was correct, with the registration process starting in October, 2016. Councilmember Piros de Carvalho seconded the motion. The motion passed unanimously.

3. Adjournment

Motion by Councilmember Piros de Carvalho, second by Councilmember Dechant, to adjourn. The motion passed unanimously.



CITY OF
HUTCHINSON

CITY COUNCIL COMMUNICATION

Ok JD

FOR MEETING OF	10-21-16
AGENDA ITEM	5b
FOR ACTION	✓
INFORMATION ONLY	

MINUTES
CITY COUNCIL MEETING
COUNCIL CHAMBERS – HUTCHINSON, KANSAS
JUNE 7, 2016
9:00 A.M.

1. The Governing Body of the City of Hutchinson, Kansas met in regular session at 9:00 a.m. on Tuesday, June 7, 2016 in the City Council Chambers with Mayor Daveline presiding. Councilmembers Dechant, Soldner, and Piros de Carvalho were present. Councilmember Inskeep was absent.

2. The Pledge of Allegiance to the flag was recited.

3. The prayer was given by Pastor Kim Biery of Trinity United Methodist Church.

4. Proclamations

a. Smallville, Kansas – The Home of Clark Kent. The Proclamation was accepted by Christopher Wietrick and Jon Robinson.

5. Petitions, Remonstrances and Communications

a. Oral communications from the audience. (Please limit your remarks to five (5) minutes and to items NOT on the agenda.)

Lt. Jason Yingling with the Hutchinson Police Department spoke about the Edward Byrne Memorial Grant. He said they are applying for the \$26,842.00 grant which would be split with the Sheriff's Office. The Police Department receives 69% or \$18,521.00, with the Sheriff's Department receiving the remainder. The funds will be used to upgrade the body camera system.

Meryl Dye, Assistant City Manager, reminded people about the Sculpture Walk reception which will be held on June 16, 2016 at the Art Center from 5:30 p.m. to 6:30 p.m., with the program beginning at 6:00 p.m.

Jason McDade, President of the Riveratz, spoke about the access point in South Hutchinson. He said he wants to continue to work with the City to solve the matter regarding levee access; and appreciates the council's patience and understanding.

6. Consent Agenda

- a. Approval of Minutes of May 17, 2016 City Council meeting.
- b. Approval of Application for License to Sell Cereal Malt Beverages for Infinity's, 1321 East 4th.
- c. Approval of Public Highway At-Grade Crossing Improvement Agreement with Union Pacific Railroad Company.
- d. Approval of appointment to the Hutchinson Tree Board of Elizabeth Grilliot, 606 ½ North Main, Hutchinson, Kansas, for a first three-year term beginning 4/19/2016 to 4/19/2019.
- e. Approval of appointment to the Greater Hutchinson Convention/Visitors Bureau Board of Allie David, 1301 S. Seville, Wichita, Kansas, for a one year rotating term beginning 1/01/2016 through 12/31/2016.
- f. Approval of reappointments to the Public Art Design Council of the following:
 - Jim Heck, 316 East 13th, Hutchinson, Kansas, for a first three-year term beginning 7/01/2016 to 7/01/2019.
 - Lovella Kelley, 4301 Winesap, Hutchinson, Kansas, for a first three-year term beginning 7/01/2016 to 7/01/2019.
 - Kari Mailloux, 417 East 15th, Hutchinson, Kansas, for a first three-year term beginning 7/01/2016 to 7/01/2019.
- g. Approval of appropriation ordinance in the amount of \$1,895,839.20.

Motion by Councilmember Dechant, second by Councilmember Soldner, to approve the Consent Agenda and authorize the Mayor to sign. The motion passed unanimously.

7. Ordinances and Resolutions

- a. Consider Ordinance dissolving the Hutchinson Community Improvement Commission. Jana McCarron, Director of Planning. & Development, gave a brief history of the commission. She said the duties of the CIC will be reassigned; and indicated members of the commission are willing to serve on future boards, task forces, etc. Discussion ensued. Mayor Daveline said this is a great example of streamlining local government; and it is a good decision.

Motion by Councilmember Dechant, second by Councilmember Piros de Carvalho, to accept and approve Ordinance 2016 - 9 repealing Sections 2-601, 2-602, 2-603 and 2-604 of Chapter 2 of the Hutchinson City Code, dissolving the Hutchinson Community Improvement Commission; and authorize the Mayor to sign. The motion passed unanimously.

b. Consider Resolution dissolving the ADA Advisory Board. Meryl Dye, Assistant City Manager, spoke. Ms. Dye gave an overview of the ADA. Discussion ensued.

Motion by Councilmember Soldner, second by Councilmember Dechant, to approve Resolution 2016 R 18 repealing Resolution 2009 R 28, dissolving the Americans with Disabilities Act Advisory Board; and authorize the Mayor to sign. The motion passed unanimously.

c. Consider Ordinance rezoning property to the east of 1024 North Hendricks. Casey Jones, Senior Planner, spoke. Mr. Jones said this is a rezoning for the additional property that was purchased for the expansion of Fire Station #5. Fire Chief Kim Forbes also spoke, saying the project should be out for bid in July, with demolition/construction beginning in September. Discussion ensued.

Motion by Councilmember Piros de Carvalho, second by Councilmember Soldner, to accept and approve the recommendation of the Planning Commission to approve the request to rezone the west 7.50 feet of Lot 3 and all of Lots 4, 5, 6 and 7, Block 6, Fairmount Addition, from R-4 Residential Neighborhood Conservation District to P/I Public and Institutional District based on due consideration of the factors presented, approve Ordinance 2016 - 10; and authorize the Mayor to sign. The motion passed unanimously.

8. New Business

a. Consider Water Right Offset Agreement with Cargill, Inc. Don Koci, Superintendent of Water Treatment Systems, spoke. Representatives from Cargill and Burns McDonnell were also in attendance. Discussion ensued.

Daniel Clement with Burns McDonnell, also spoke. Mr. Clement said this is a renewal of what was done in 2011; and said the State of Kansas issues a permit allowing them to dewater. He said when water levels are high, the basement of the elevator floods. Discussion ensued.

Motion by Councilmember Soldner, second by Councilmember Piros de Carvalho, to approve the Water Right Offset Agreement between the City of Hutchinson, Kansas and Cargill, Inc.; and authorize the Mayor to sign. The motion passed unanimously.

b. Consider contract with Athco, LLC for playground equipment in George Pyle Park and Garden Grove Park. Justin Combs, Director of Parks and Facilities, spoke. Mr. Combs said staff has worked with Athco on the Orchard Park and Carey Park projects; and is also working with them on the Rice Park splash pad. Mr. Combs said both playgrounds will be community built. He said the structure in George Pyle Park will have 21 elements including a large rope element. The structure in Garden Grove Park will feature a spinning element,

bridge, wobble boards, a climbing structure, etc. Discussion ensued about base materials, plans for Ashmeade Park, etc.

Motion by Councilmember Piros de Carvalho, second by Councilmember Dechant, to approve a contract with Athco, LLC to supply playground equipment and supervise a community build in George Pyle Park and Garden Grove Park for an amount not to exceed \$89,951.00; and authorize the Mayor to sign. The motion passed unanimously.

c. Consider proposal for design services for the River Otter Exhibit. Justin Combs, Director of Parks and Facilities, spoke. Mr. Combs talked about the exhibit, fundraising efforts, design costs, etc. Discussion ensued.

Motion by Councilmember Dechant, second by Councilmember Piros de Carvalho, to approve the proposal with GLMV Architecture for design services for the North American River Otter Exhibit at the Hutchinson Zoo for an amount not to exceed \$56,000.00; and authorize the Mayor to sign. The motion passed unanimously.

9. Report of City Officials

a. Council

- Councilmember Soldner had no comments.
- Councilmember Dechant had no comments.
- Councilmember Piros de Carvalho said she had talked to the City Manager about a zoning issue wherein an individual living on 35th Avenue wants to build a shop on a parcel he owns behind his property, with access to 36th Avenue, which has not been developed. Discussion ensued.
- Mayor Daveline had no comments.

b. City Manager

- South Hutchinson ATV access – Mr. Deardoff said the City has been contacted by Kansas Wildlife officials regarding the City's authority to lease the area in the high water mark. Mr. Deardoff said the City has put forth a lot of effort to make this work, but there are a lot of questions concerning our authority and whether the City even owns the property. He said we can comply with the City of South Hutchinson's request to close the access, or we can take no action; and the City of South Hutchinson would be forced to decide how to handle this matter. Discussion ensued. Mayor Daveline said there is no perfect solution; and every option has

been discussed. He said a State agency has intervened; and interpreted that the City doesn't have the authority to enter into a lease. Mayor Daveline suggested we comply with the request of the City of South Hutchinson. He said most would prefer to keep the access open, but that is not a viable option. Additional discussion ensued.

Jason McDade, President of the Riveratz, said they were at the finish line; and the State red flagged the matter. He asked if the access point were closed, would that eliminate access for people with canoes, those wanting to sunbathe, etc. He said the problem will continue even if the access is closed; and asked if the City would look to see if any other property was owned that could be leased to them. He said he doesn't want to give up; and knows there has to be an alternative. Councilmember Piros de Carvalho said the City doesn't have the authority to do what he is asking; and said the convincing has to happen on the South Hutchinson side. Mayor Daveline said it was disappointing when the State intervened, as everyone had been receptive up to that point. Additional discussion ensued. Mr. McDade said no one has expressed displeasure with the Hutchinson City Council; and thanked the council for working with him.

- Update on Sports Arena Project – Mr. Deardoff said Bid Package #3, which encompasses audio visual, food service and signage, will be brought before the council on June 21, 2016. Mr. Deardoff said the bid came in approximately \$40,000.00 over budget. Discussion ensued regarding concessions, contingencies, etc.

Justin Combs, Director of Parks and Facilities, explained the difference between owner contingencies and construction contingencies; and spoke about the balances in the contingency funds not being as high as he would like. Councilmember Piros de Carvalho said this is alarming; and said it's an irresponsible use of taxpayer funds. Additional discussion ensued.

10. Executive Session

a. Motion by Councilmember Piros de Carvalho, second by Councilmember Soldner, to recess into executive session pursuant to the preliminary discussion relating to the acquisition of real property exception, K.S.A. 75-4319(b)(6), in order to discuss a possible real estate acquisition involving the Parks and Facilities Department, the open meeting to resume in the City Council chamber at 12:00 o'clock p.m. The motion passed unanimously.

The open meeting resumed in the City Council chambers at 12:00 p.m.

11. Adjournment

Motion by Councilmember Soldner, second by Councilmember Dechant, to adjourn. The motion passed unanimously.



COUNCIL COMMUNICATION	
FOR MEETING OF	6-21-16
AGENDA ITEM	5c
FOR ACTION	✓
INFORMATION ONLY	

MEMORANDUM

TO: Jon Daveline, Mayor

FROM: Meryl Dye, Assistant City Manager *M. Dye*

CC: Jim Seitnater, Downtown Development Manager

DATE: June 14, 2016

SUBJECT: Appointments to the Downtown Hutchinson Revitalization Partnership Board

BACKGROUND:

The mission of the Partnership is to unite the private and public sectors to coordinate and leverage the activities of key organizations and entities involved in the enhancement of downtown Hutchinson, to institutionalize the effort to revitalize downtown Hutchinson, and see that the Hutchinson Downtown Economic Enhancement Strategy 2000 is done. The Board of Directors shall consist of no more than twelve (12) members represent the following interests: downtown business owners (3), downtown property owners (2), downtown bank (1), downtown cultural organization (1), chamber of commerce (1), community leaders (4). Ex-officio members include the city manager, one councilmember, the Reno County administrator, the CEO of the Chamber of Commerce, and the Downtown Development director. Each appointment is for three years and each individual is limited to two consecutive full terms.

RECOMMENDATIONS:

The board of DHRP recommends appointment as follows:

Anne Dowell, 4304 Foothill Drive, Hutchinson, is eligible for appointment to fill the unexpired term of Marcia Fletcher for the term beginning 01/01/2014 to 01/01/2017. Ms. Dowell is owner of Apron Strings in Downtown Hutchinson.

Ryan Diehl, 10 Rambler Road, Hutchinson, is eligible for reappointment to a second 3-year term beginning 01/01/2016 to 01/01/2019. This is a Community Leader position.

Bailey Stiggins, 625 W. 22nd Avenue, Hutchinson, is eligible for reappointment to a second 3-year term beginning 01/01/2016 to 01/01/2019. This is an At-Large position.

ACTION REQUIRED: Approve the appointments of Anne Dowell, Ryan Diehl, and Bailey Stiggins to the board of the Downtown Hutchinson Revitalization Partnership, Inc.

MEMORANDUM

DATE: June 13, 2016

TO: City Council

FROM: Downtown Manager, Jim Seitnater

SUBJECT: **Approval by the City Council of former board member Anne Dowell to serve the un-expired term of Marcia Fletcher thru 1/1/2017. Approval of 2nd terms for current DHRP board members Bailey Stiggins and Ryan Diehl.**

BACKGROUND

In 2001 the Downtown Hutchinson Revitalization Partnership was formed and approved by the City Council to unite the private and public sectors to coordinate and leverage the activities of the key organizations and entities involved in Downtown Hutchinson; to institutionalize their effort to revitalize Downtown Hutchinson. In 2013 the membership and Board of Directors of Downtown Hutchinson passed a revised version of the original By-Laws because so much of the language was directed to maintaining a Kansas Main Street Program which was discontinued by the State in September of 2012. The new By-Laws maintain much of the original strategies for Downtown's Revitalization along with the updated vision for today's Downtown with actions for its' future growth and sustainability. Revisions included more flexibility in the size and composition of the Board of Directors and actions to better reflect today's Downtown Hutchinson.

RECOMMENDATION

The board members attending their May 11, 2016 meeting have approved and highly recommend to the City Council the approval of the following individuals to join them in serving on the Downtown Hutchinson Revitalization Partnership Board.

Anne Dowell to serve the un-expired term of Marcia Fletcher until 01/01/2017
Bailey Stiggins to serve her 2nd full term until 01/01/2019
Ryan Diehl to serve his 2nd full term until 01/01/2019

MOTION

Approve/not approve Anne Dowell, Bailey Stiggins and Ryan Diehl to serve their new terms on the board of Downtown Hutchinson Revitalization Partnership.

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES



APPLICANT INFORMATION

Name of Board/Commission/Committee Preference: (Please complete one application for each board, commission, or committee membership)

Are you presently serving on a City board, commission, or committee? If so, which one(s)? (Please provide expiration term date)
NO

Name: *Anne Dowell*

Residence address: *4304 Foothill Dr.*

City: *Hutchinson* State: *KS* ZIP Code: *67502*

Home Phone: Cell Phone: ~~_____~~

EMPLOYMENT INFORMATION

Are you presently employed where you may be reached for committee purposes: Yes No

Name of Business: *Apron Strings*

Address: *1 S. main*

City: *Hutchinson* State: *KS* ZIP Code: *67502*

Work Phone: *289 7339* Email: *adowell@apronstringsstore.com*

RESIDENCY AND PROPERTY TAX INFORMATION

Please advise whether you own or rent your place of residence, or possess any other real estate property within the city limits of Hutchinson. Also, please indicate whether all current and prior year real estate and personal property taxes are paid.

Residence: Own Rent

Property (Residence) Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Real Estate Property Taxes Paid:	Current: <input type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input type="checkbox"/> Yes <input type="checkbox"/> No

Do you agree to maintain payment of property taxes on all real estate owned by you while serving as a member of this Board/Commission/Committee: Yes

STATEMENT OF INTEREST

Please indicate below your reasons for wanting to serve on this particular board, commission, or committee. Tell us what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

Statement (additional pages may be included):

Downtown Hutch business owner who is interested in bettering the ~~community~~ community.

I understand that I am expected to attend regularly scheduled meetings of the board for which I am appointed, and that frequent non-attendance may result in termination of my appointment. I understand that I must reside in, or own or rent real property within the City of Hutchinson, unless rules governing this board provide exception for me to reside, own or rent real property outside the City of Hutchinson but within Reno County. I understand that all data supplied on this application is a matter of public record and will be disclosed upon request. I affix my signature as to assure that all my taxes are up-to-date and/or paid in accordance with applicable law.

Signature of Applicant: Date: *6-6-14*

**Return completed application and supplemental materials to:
City Manager's Office, P O Box 1567, Hutchinson, KS 67504-1567**

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES



APPLICANT INFORMATION

Name of Board/Commission/Committee Preference: (Please complete one application for each board, commission, or committee membership)

Downtown Hutchinson Revitalization Partnership Board

Are you presently serving on a City board, commission, or committee? If so, which one(s)? (Please provide expiration term date)

Downtown Hutchinson Revitalization Partnership Board - 2016

Name: *Ryan Diehl*

Residence address: *10 Rambler Rd*

City: *Hutchinson*

State: *KS*

ZIP Code: *67562*

Home Phon

Cell Phone

Email: ~~RDIEHL~~ *RDIEHLR@HUTCHCC.EDU*

EMPLOYMENT INFORMATION

Are you presently employed where you may be reached for committee purposes: Yes No

Name of Business: *Hutchinson Community College*

Address: *1300 W. Plum*

City: *Hutchinson*

State: *KS*

ZIP Code: *67501*

Work Phone: *(620) 665 3414*

Email: *rdiehl@hutchcc.edu*

RESIDENCY AND PROPERTY TAX INFORMATION

Please advise whether you own or rent your place of residence, or possess any other real estate property within the city limits of Hutchinson. Also, please indicate whether all current and prior year real estate and personal property taxes are paid.

Residence: Own Rent

Property (Residence) Taxes Paid:

Current:
 Yes
 No

Prior Years: Yes No

Other Real Estate Property Taxes Paid:

Current:
 Yes
 No

Prior Years: Yes No

Do you agree to maintain payment of property taxes on all real estate owned by you while serving as a member of this Board/Commission/Committee: Yes

STATEMENT OF INTEREST

Please indicate below your reasons for wanting to serve on this particular board, commission, or committee. Tell us what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

Statement (additional pages may be included):

I would like to continue my service on the board in order to carry out projects that I have started and continue to work on connecting HCC with the community.

I understand that I am expected to attend regularly scheduled meetings of the board for which I am appointed, and that frequent non-attendance may result in termination of my appointment. I understand that I must reside in, or own or rent real property within the City of Hutchinson, unless rules governing this board provide exception for me to reside, own or rent real property outside the City of Hutchinson but within Reno County. I understand that all data supplied on this application is a matter of public record and will be disclosed upon request. I affix my signature as to assure that all my taxes are up-to-date and/or paid in accordance with applicable law.

Signature of Applicant

Date

May 11, 2016

**Return completed application and supplemental materials to:
City Manager's Office, P O Box 1567, Hutchinson, KS 67504-1567**

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES



APPLICANT INFORMATION

Name of Board/Commission/Committee Preference: (Please complete one application for each board, commission, or committee membership) Downtown Hutchinson Revitalization Partnership

Are you presently serving on a City board, commission, or committee? If so, which one(s)? (Please provide expiration term date) DHRP (2016)

Name: Bailey Stiggins

Residence address: 625 W. 22nd

City: Hutchinson State: KS ZIP Code: 67502

Home Phone: _____ Cell Phone: same Email: _____

EMPLOYMENT INFORMATION

Are you presently employed where you may be reached for committee purposes: Yes No

Name of Business: Bower Comm

Address: 625 W. 22nd

City: Hutchinson State: KS ZIP Code: 67502

Work Phone: 620-474-4921 Email: bailey@bowercomm.com

RESIDENCY AND PROPERTY TAX INFORMATION

Please advise whether you own or rent your place of residence, or possess any other real estate property within the city limits of Hutchinson. Also, please indicate whether all current and prior year real estate and personal property taxes are paid.

Residence: Own Rent

Property (Residence) Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Other Real Estate Property Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Do you agree to maintain payment of property taxes on all real estate owned by you while serving as a member of this Board/Commission/Committee: Yes

STATEMENT OF INTEREST

Please indicate below your reasons for wanting to serve on this particular board, commission, or committee. Tell us what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

Statement (additional pages may be included):

I would like to be able to continue on DHRP for a 2nd term. This will help me be able to see projects I've started through to completion.

I understand that I am expected to attend regularly scheduled meetings of the board for which I am appointed, and that frequent non-attendance may result in termination of my appointment. I understand that I must reside in, or own or rent real property within the City of Hutchinson, unless rules governing this board provide exception for me to reside, own or rent real property outside the City of Hutchinson but within Reno County. I understand that all data supplied on this application is a matter of public record and will be disclosed upon request. I affix my signature as to assure that all my taxes are up-to-date and/or paid in accordance with applicable law.

Signature of Applicant

Bailey Stiggins

Date 5-11-16

**Return completed application and supplemental materials to:
City Manager's Office, P O Box 1567, Hutchinson, KS 67504-1567**

COUNCIL COMMUNICATION	
FOR MEETING OF	6-21-16
AGENDA ITEM	5d
FOR ACTION	✓
INFORMATION ONLY	



MEMORANDUM

TO: Jon Daveline, Mayor
FROM: Meryl Dye, Assistant City Manager *M. Dye*
CC: Jana McCarron, Planning & Development Director; Amy Denker, Housing Program Coordinator
DATE: June 15, 2016
SUBJECT: Reappointment to the Hutchinson Housing Commission

BACKGROUND:

The Housing Commission was created by Ordinance No. 7626 on June 1, 1999, and amended on April 8, 2011 (Ord. No. 2011-6). The purpose of the Commission is to identify housing problems and opportunities for the greater Hutchinson area and to develop comprehensive housing solutions based on those problems and opportunities. The Commission is comprised of seven (7) at-large members selected by each of the City Councilmembers. The Commission shall also have members from the Homebuilders Association of Hutchinson, the Hutchinson Board of Realtors, the Central Kansas Landlord Association, and the Chamber of Commerce. Members will be appointed for three (3) year terms. The Community Development Specialist acts as secretary to the Commission.

RECOMMENDATION:

The Planning Department recommends appointments as follows:

Scott Cooley, 10071 Paganica Pass, Hutchinson, is eligible for reappointment to a first 3-year term beginning 6/29/2016 to 6/29/2019. This is an At-Large Position. Mr. Cooley is employed by HGE Credit Union, and is also a landlord.

ACTION REQUIRED:

Approve the reappointment of Scott Cooley to the Hutchinson Housing Commission.



DATE: June 1, 2016
TO: Meryl Dye, Assistant City Manager
FROM: Jana McCarron, AICP, Planning & Development Director 
CC: Amy Denker, Housing Program Coordinator
SUBJECT: Request for Reappointment of Scott Cooley to a 1st Full Term on the Housing Commission

The Housing Commission was established on June 1, 1999 to continue the work of the Mayor's Task Force on Housing. The Commission is comprised of 11 voting members and three ex-officio members. Of the voting members, seven are at-large and four represent agencies (Chamber of Commerce, Landlord Association, Board of Realtors and Homebuilders Association). Members are appointed by the City Council to a three-year term. Commissioners may serve up to two consecutive terms.

On May 19, 2016, the City received the attached application from Mr. Scott Cooley, 10071 Paganica Pass, Hutchinson KS 67502 for reappointment to a first full term on the Commission. Mr. Cooley is an at-large representative on the Commission and is presently filling the unexpired term of Ron Kelley. This appointment would represent Mr. Cooley's first full term and he would be eligible for reappointment to a second term in 2019. Mr. Cooley works for HGE Credit Union and is also a landlord. Staff recommends reappointment of Mr. Cooley to the Housing Commission. Please let me know if you have any questions or if I can be of further assistance.

Enc: Application for Appointment to Boards/Commissions/Committees

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES



APPLICANT INFORMATION

Name of Board/Commission/Committee Preference: (Please complete one application for each board, commission, or committee membership)

HOUSING Commission

Are you presently serving on a City board, commission, or committee? If so, which one(s)? (Please provide expiration term date)

HOUSING Commission, Downtown Hutch Revitalization Partnership

Name: SCOTT COOLEY

Residence address: 10071 PAGANICA PASS

City: HUTCHINSON State: KS ZIP Code: 67502

Home Phone: 620-200-7362 Cell Phone: same Email: AUSTALINVESTMENTS@live.com

EMPLOYMENT INFORMATION

Are you presently employed where you may be reached for committee purposes: Yes No

Name of Business: HGE CREDIT Union

Address: 121 E AVENUE A

City: HUTCHINSON State: KS ZIP Code: 67501

Work Phone: 620-663-2991 Email: SCOTT@HGEUC.COM

RESIDENCY AND PROPERTY TAX INFORMATION

Please advise whether you own or rent your place of residence, or possess any other real estate property within the city limits of Hutchinson. Also, please indicate whether all current and prior year real estate and personal property taxes are paid.

Residence: Own Rent

Property (Residence) Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------	--	--

Other Real Estate Property Taxes Paid:	Current: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Prior Years: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--

Do you agree to maintain payment of property taxes on all real estate owned by you while serving as a member of this Board/Commission/Committee: Yes

STATEMENT OF INTEREST

Please indicate below your reasons for wanting to serve on this particular board, commission, or committee. Tell us what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

Statement (additional pages may be included):

Application for a second term as a housing Commissioner.

I understand that I am expected to attend regularly scheduled meetings of the board for which I am appointed, and that frequent non-attendance may result in termination of my appointment. I understand that I must reside in, or own or rent real property within the City of Hutchinson, unless rules governing this board provide exception for me to reside, own or rent real property outside the City of Hutchinson but within Reno County. I understand that all data supplied on this application is a matter of public record and will be disclosed upon request. I affix my signature as to assure that all my taxes are up-to-date and/or paid in accordance with applicable law.

Signature of Applicant <u>Scott Cooley</u>	Date <u>5/19/16</u>
--	---------------------

Return completed application and supplemental materials to:
City Manager's Office, P O Box 1567, Hutchinson, KS 67504-1567

CORPORATE APPLICATION FOR LICENSE TO SELL ALL CEREAL MALT BEVERAGES FOR CONSUMPTION

(This form has been prepared by the Attorney General's Office)

City or County of Hutchinson

FOR MEETING OF	10-21-16
AGENDA ITEM	5c
FOR ACTION	
INFORMATION ONLY	

SECTION 1 - LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:
 License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-481086066 F-01

Name of Corporation <u>Hutchinson Festivals Inc</u>	Principal Place of Business <u>Hutchinson KS</u>
Corporation Street Address <u>PO Box 1582</u>	Corporation City <u>Hutchinson</u> State <u>KS</u> Zip Code <u>67502</u>
Date of Incorporation <u>04-01-1990</u>	Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <u>Todd Peach</u>	Phone No.
Residence Street Address	City <u>Hutchinson</u> State <u>KS</u> Zip Code <u>67502</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Hutch Fest</u>	Name
Business Location Address <u>2000 N Plum</u>	Address
City <u>Hutchinson</u> State <u>KS</u> Zip <u>67502</u>	City State Zip
Business Phone No. <u>620-960-0424</u>	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) <u>Todd Peach</u>	

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse, if applicable. Attach additional pages, if necessary.

Name <u>Todd Peach</u>	Position <u>Chairman</u>	Date of Birth
Residence Street Address	City <u>Hutchinson</u> State <u>KS</u> Zip Code <u>67502</u>	
Spouse Name	Position	Date of Birth
Residence Street Address	City State Zip Code	
Name <u>Jerry Kemppe</u>	Position <u>Board Member</u>	Date of Birth
Residence Street Address	City <u>Hutchinson</u> State <u>KS</u> Zip Code <u>67502</u>	
Spouse Name	Position	Age
Residence Street Address	City State Zip Code	
Name <u>Corey Young</u>	Position <u>Board Member</u>	Date of Birth
Residence Street Address	City <u>Buhler</u> State <u>KS</u> Zip Code <u>67522</u>	
Spouse Name	Position	Age
Residence Street Address	City State Zip Code	

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <i>Todd Peck</i>	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 – DURATION OF SPECIAL EVENT			
Start Date <i>7/1/16</i>	Time <i>5 - Midnight</i>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
End Date <i>7/2/16</i>	Time <i>5 - 12:00 pm</i>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	

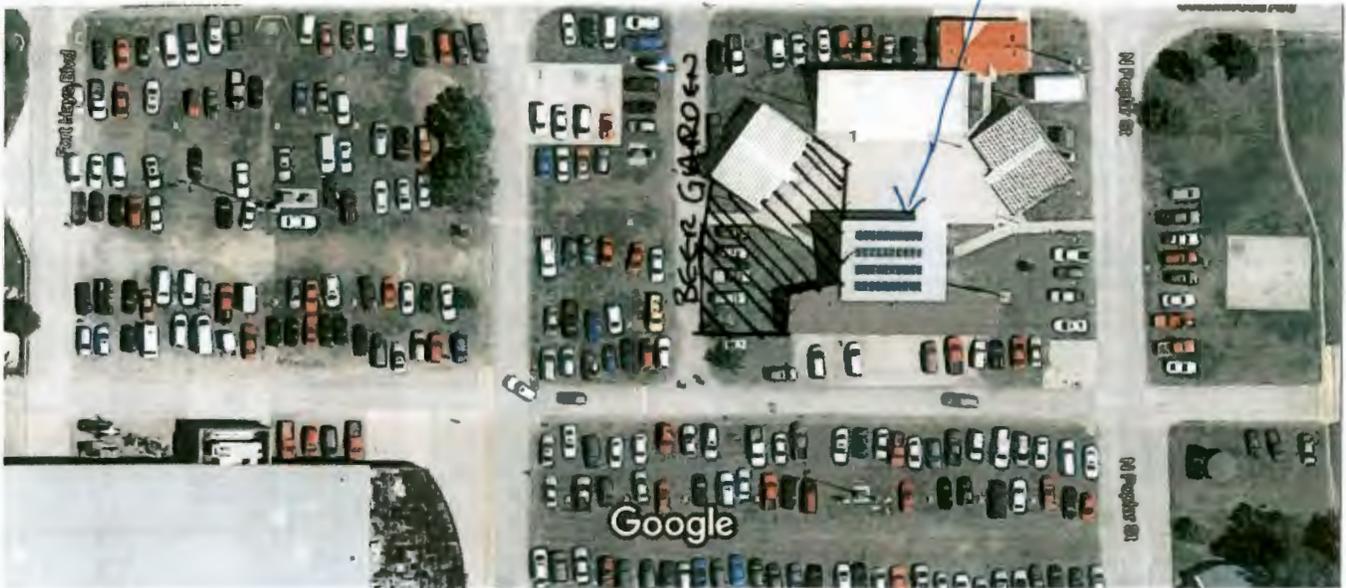
I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *[Signature]* DATE *6/14/16*

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ <u><i>50-</i></u> Date <u><i>6-15-16</i></u> (\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u><i>6-15-16</i></u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



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Bretz & Young - Injury Lawyers

4.5 ★★★★★ 5 reviews

Personal Injury Attorney

3 Compound Dr, Hutchinson, KS 67502

byinjurylaw.com

(620) 662-3435

Open now: Open 24 hours

COUNCIL COMMUNICATION	
FOR MEETING OF	6-21-16
AGENDA ITEM	5F
FOR ACTION	✓
FOR INFORMATION ONLY	

City of Hutchinson

Finance Department

Interoffice Memorandum

To: Honorable Mayor and City Council
From: Frank Edwards, Director of Finance
Date: June 21, 2016
Re: May 2016 City Council Financial Reports

Each month the Finance Department provides three monthly reports consisting of 1) Statement of Cash Receipts, 2) Statement of Expenditures, 3) Statement of Cash Receipts, Expenditures and Cash Balances. These financial reports for May 2016 are submitted for your information and review.

The Statement of Cash Receipts is a Year-to-Date report of all cash received. Through May the General Fund collections were \$15.2 Million. The key revenue items were Property Taxes of \$5.6 Million due to the 1st half Property Tax payments in January. The property tax collection represented 56.1% of the full year budget for this item. YTD sales tax receipts, excluding the Sport Arena 0.35%, were \$5.1 Million, ahead budget by \$105K. Franchise fees were \$2.1 Million. Special Revenue Funds, which includes the Recreation Commission and Sports Arena sales tax were \$3.6 Million. As of May 2016 the additional 0.35% sales tax collected in 2015 and 2016 is \$2.3 Million which will be used to service bond debt for the Sports Arena renovation of \$29.4 Million. The Recreation Commission has collected 52.0% of the full year budget due to the 1st half Property Tax payments. The Debt Service Fund is for collection of special assessments and taxes to support bonded City projects. May YTD collections were \$2.7 Million or 45.0% of the annual budget. The Enterprise Funds are for services that are intended to be fully self-supported. The largest of these funds are the Refuse Collection, Water and Sewer which account for approximately 90% of the Enterprise Fund collections. The collection within these funds was \$7.1 Million through May.

Of special note, the Capital Improvement Project fund has \$29.8 Million as of May primarily due to the Sports Arena Bond proceeds of \$26.9 Million in February.

The Statement of Expenditures is a report of expenditures by the four fund categories mentioned in the preceding paragraph. For May, the General Fund YTD expenditures were \$12.2 Million compared to collections of \$15.2 Million as the 1st half property tax collections impact this comparison. The Special Revenue Fund expenditures are listed by fund type for review and are impacted by seasonal usage in several of these funds.

City of Hutchinson
Statement of Cash Receipts, Expenditures and Cash Balance
All City Funds
For the Period Ending May 31, 2016

	Unencumbered Cash Balance January 1, 2016	Cash Receipts	Expenditures	Unencumbered Cash Balance May 31, 2016	Outstanding Encumbrances and Accounts Payable	Ending Cash Balance May 31, 2016
Governmental Type Funds						
General	\$ 6,653,549	\$ 15,190,639	\$ 12,205,467	\$ 9,638,721	\$ 13,242	\$ 9,651,963
Special Revenue Funds						
Special Street	-	789,413	874,385	(84,972)	3,863	(81,109)
Special Parks & Recreation	-	23,899	46,542	(22,643)	-	(22,643)
Special Alcohol Programs	13,129	23,899	37,500	(472)	-	(472)
Arena Sales Tax	997,336	1,328,411	19,356	2,306,391	-	2,306,391
Convention & Tourism Promotion	-	327,659	327,659	-	-	-
Fun Valley	-	54,160	102,587	(48,427)	275	(48,152)
Recreation Commission	(1,032)	633,897	633,897	(1,032)	-	(1,032)
Animal Shelter	-	94,892	148,582	(53,690)	-	(53,690)
Tax Incremental Financing	1,034,071	50,531	163,291	921,311	1,101	922,412
Community Improvement District	-	158,240	158,240	-	-	-
E 911 Surcharge	764,416	151,181	186,816	728,781	-	728,781
Federal and State Grants	312,803	356,653	311,809	357,647	-	357,647
Planning Projects	51,509	41,463	12808	80,164	90	80,254
Gossage Animal Shelter	-	3,280	23,832	(20,552)	-	(20,552)
Municipal Equipment Reserve	1,127,841	1,060,508	1,930,756	257,593	613,276	870,869
Debt Service Funds						
Bond and Interest	485,416	2,668,287	548,980	2,604,723	-	2,604,723
Enterprise Funds						
Refuse Collection	184,202	966,282	776,716	375,768	-	375,768
Golf Course	-	335,018	356,580	(21,562)	90	(21,472)
Airport	-	129,720	197,080	(67,360)	345	(67,015)
Water Utility	4,634,240	2,602,278	2,563,623	4,672,895	180,326	4,853,221
Sewer Utility	3,915,812	2,388,039	2,136,478	4,167,373	294	4,167,667
Storm Water Utility	1,631,299	675,150	860,623	1,445,826	-	1,445,826
Fiduciary Funds						
Hutchinson Community Foundatior	101,835	544	252	102,127	-	102,127
Donations	204,609	85,976	71,300	219,285	425	219,710
Payroll Clearing	(26,605)	-	44,970	(71,575)	-	(71,575)
Fire Proceeds	47,862	-	23,362	24,500	-	24,500
Internal Service Funds						
Health & Dental Insurance	3,811,354	1,522,250	1,717,277	3,616,327	13,025	3,629,352
Risk Management	1,982,900	54,714	607,467	1,430,147	1,581	1,431,728
Worker's Compensation	1,603,621	847	211,274	1,393,194	-	1,393,194
Central Purchasing	66,064	136,080	120,466	81,678	-	81,678
Capital Project Funds						
Special Assessments	-	-	-	0	-	-
Capital Improvement Projects	5,575,448	27,986,275	3,792,568	29,769,155	8,560	29,777,715
Capital Improvement Reserve	10,846,826	1,891,262	373,900	12,364,188	-	12,364,188
Total All Funds	\$ 46,018,505	\$ 61,733,447	\$ 31,586,443	\$ 40,993,830	\$ 836,493	\$ 77,002,002

City of Hutchinson
Statement of Cash Receipts - Actual versus Budget
Budgeted Funds
For the Period Ending May 31, 2016

	Original Budget	Cash Receipts	Over (Under) Budget	Percentage of Budget Collected	Percentage of Year Complete
General Fund					
Taxes					
Ad Valorem Property Tax	\$ 9,938,527	\$ 5,575,379	\$ (4,363,148)	56.10%	41.67%
Ad Valorem Vehicle Tax	1,420,291	112,665	(1,307,626)	7.93%	41.67%
Other Vehicle Taxes	67,290	1,159	(66,131)	1.72%	41.67%
In Lieu of Taxes	6,600	14,078	7,478	213.30%	41.67%
Delinquent Tax Collections	232,365	46,275	(186,090)	19.91%	41.67%
Local Sales Tax - Countywide	5,496,853	2,293,080	(3,203,773)	41.72%	41.67%
Local Sales Tax - Citywide	6,584,143	2,846,191	(3,737,952)	43.23%	41.67%
Intoxicating Liquor Tax	12,500	3,075	(9,425)	24.60%	41.67%
Other Revenue					
Franchise Fees	5,050,897	2,113,736	(2,937,161)	41.85%	41.67%
Intergovernmental	2,606,552	962,786	(1,643,766)	36.94%	41.67%
Licenses and Permits	559,200	335,646	(223,554)	60.02%	41.67%
Fines and Forfeitures	680,300	310,682	(369,618)	45.67%	41.67%
Use of Money & Property	21,000	6,134	(14,866)	29.21%	41.67%
Public Safety	102,500	41,659	(60,841)	40.64%	41.67%
Recreation and Concessions	112,000	80,567	(31,433)	71.93%	41.67%
Central Garage/Custodial Services	1,343,732	374,179	(969,553)	27.85%	41.67%
Miscellaneous Revenue	156,470	73,348	(83,122)	46.88%	41.67%
Interfund Transfers	15,000	-	(15,000)	0.00%	41.67%
Total General Fund	34,406,220	\$ 15,190,639	(19,215,581)	44.15%	41.67%
Special Revenue Funds					
Special Street	2,603,639	789,413	\$ (1,814,226)	30.32%	41.67%
Special Parks & Recreation	239,060	23,899	(215,161)	10.00%	41.67%
Special Alcohol Programs	97,209	23,899	(73,310)	24.59%	41.67%
Arena Sales Tax	501,623	1,328,411	826,788	264.82%	8.33%
Convention & Tourism Promotion	725,000	327,659	(397,341)	45.19%	41.67%
Fun Valley	317,463	54,160	(263,303)	17.06%	41.67%
Recreation Commission	1,219,876	633,897	(585,979)	51.96%	41.67%
Animal Shelter	419,537	94,892	(324,645)	22.62%	41.67%
Tax Incremental Financing	50,000	50,531	531	101.06%	41.67%
Community Improvement District	370,000	158,240	(211,760)	42.77%	41.67%
E 911 Surcharge	335,242	151,181	(184,061)	45.10%	41.67%
Total Special Revenue Fund	6,878,649	3,636,182	(3,242,467)	52.86%	41.67%
Debt Service Funds					
Bond and Interest	5,921,039	2,668,287	\$ (3,252,752)	45.06%	41.67%
Enterprise Funds					
Refuse Collection	2,321,385	968,282	\$ (1,353,103)	41.71%	41.67%
Golf Course	921,694	335,018	(586,676)	36.35%	41.67%
Airport	586,772	129,720	(457,052)	22.11%	41.67%
Water Utility	7,244,998	2,602,278	(4,642,720)	35.92%	41.67%
Sewer Utility	5,994,419	2,388,039	(3,606,380)	39.84%	41.67%
Storm Water Utility	2,401,000	675,150	(1,725,850)	28.12%	41.67%
Total Enterprise Fund	\$ 19,470,268	\$ 7,098,487	\$ (12,371,781)	36.46%	41.67%
Total Budgeted Funds	\$ 66,676,176	\$ 28,593,595	\$ (38,082,581)	42.88%	41.67%

City of Hutchinson
Statement of Expenditures - Actual versus Budget
Budgeted Funds
For the Period Ending May 31, 2016

	Original Budget	Expenditures	Over (Under) Budget	Percentage of Budget Expended	Percentage of Year Complete
General Fund:					
City Council	\$ 24,000	\$ 12,864	\$ 11,136	53.60%	41.67%
City Manager	351,877	139,299	212,578	39.59%	41.67%
Human Resources	505,777	213,579	292,198	42.23%	41.67%
Finance	394,092	139,346	254,746	35.36%	41.67%
Utility Billing	774,446	275,799	498,647	35.61%	41.67%
Purchasing	139,541	54,947	84,594	39.38%	41.67%
Information Technology	637,883	209,395	428,488	32.83%	41.67%
Planning	321,234	121,050	200,184	37.68%	41.67%
Downtown Development	136,166	40,684	95,482	29.88%	41.67%
Housing Development	150,365	60,539	89,826	40.26%	41.67%
City Attorney	206,686	78,465	128,221	37.96%	41.67%
Municipal Court	450,987	161,616	289,371	35.84%	41.67%
Public Works	1,283,179	463,880	819,299	36.15%	41.67%
Engineering	1,390,430	342,617	1,047,813	24.64%	41.67%
Central Garage	1,762,243	471,362	1,290,881	26.75%	41.67%
Street Lighting	752,268	317,844	434,424	42.25%	41.67%
Parks	3,626,035	1,174,615	2,451,420	32.39%	41.67%
Police	8,842,348	3,218,343	5,624,005	36.40%	41.67%
Fire	8,104,812	3,202,309	4,902,503	39.51%	41.67%
Inspection	635,498	242,842	392,656	38.21%	41.67%
Animal Control	179,827	63,561	116,266	35.35%	41.67%
Growth Fund	784,000	293,087	490,913	37.38%	41.67%
Economic Development	145,719	12,500	133,219	8.58%	41.67%
Non-Departmental	7,543,619	2,330,021	5,213,598	30.89%	41.67%
Overhead Cost Allocation	(3,444,233)	(1,435,097)	(2,009,136)	41.67%	41.67%
Total General Fund	35,698,799	12,205,467	23,493,332	34.19%	41.67%
Special Revenue Funds:					
Special Street	2,603,639	874,385	1,729,254	33.58%	41.67%
Special Park and Pool	239,060	46,542	192,518	19.47%	41.67%
Special Alcohol	90,000	37,500	52,500	41.67%	41.67%
Convention and Tourism	725,000	327,659	397,341	45.19%	41.67%
Fun Valley	317,463	102,587	214,876	32.31%	41.67%
Recreation Commission	1,219,876	633,897	585,979	51.96%	41.67%
Animal Shelter	419,537	148,582	270,955	35.42%	41.67%
Tax Incremental Financing	530,100	163,291	366,809	30.80%	41.67%
Community Improvement District	370,000	158,240	211,760	42.77%	41.67%
E-911 Surcharge	370,070	186,816	183,254	50.48%	41.67%
Total Special Revenue Funds	6,884,745	2,679,499	4,205,246	38.92%	41.67%
Debt Service Funds:					
Bond and Interest	5,587,508	548,980	5,038,528	9.83%	41.67%
Enterprise Funds:					
Refuse Collection	2,294,273	776,716	1,517,557	33.85%	41.67%
Golf Course	855,394	356,580	498,814	41.69%	41.67%
Airport	586,772	197,080	389,692	33.59%	41.67%
Water Utility	7,618,119	2,563,623	5,054,496	33.65%	41.67%
Sewer Utility	6,907,860	2,136,478	4,771,382	30.93%	41.67%
Storm Water Utility	2,294,716	860,623	1,434,093	37.50%	41.67%
Total Enterprise Funds	20,557,134	6,891,100	13,666,034	33.52%	41.67%
Total Budgeted Funds	\$ 68,728,186	\$ 22,325,046	\$ 46,403,140	32.48%	41.67%

PREPARED 06/10/2016, 12:25:15
 PROGRAM: GM339L
 City of Hutchinson

EXPENDITURE APPROVAL LIST
 AS OF: 06/10/2016 CHECK DATE: 06/10/2016

COUNCIL COMMUNICATION	
FOR MEETING OF	06-21-16
AGENDA ITEM	59
FOR ACTION	✓
INFORMATION ONLY	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	
NO	NO	NO						HAND-ISSUED
								AMOUNT
0007298	00	AETNA INSURANCE						
060616	000492		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016168	58,359.17
060816	000493		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016169	28,015.25
060916	000494		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016170	34,445.88
052616	000497		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016173	37,448.32
						VENDOR TOTAL *	.00	158,268.62
0000293	00	BLUE CROSS BLUE SHIELD OF KANSAS						
061016	000498		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016174	3,114.07
						VENDOR TOTAL *	.00	3,114.07
0000016	00	CITY BEVERAGE COMPANY INC						
268585	000510		01	06/10/2016	008-6920-570.32-40	BEER	CHECK #: 2016178	297.10
269890	000511		01	06/10/2016	008-6920-570.32-40	BEER	CHECK #: 2016179	155.55
						VENDOR TOTAL *	.00	452.65
0006330	00	COBRAGUARD, INC						
4743877	000499		01	06/10/2016	032-9210-432.21-70	RETIREE PREMIUMS	CHECK #: 2016175	309.00
						VENDOR TOTAL *	.00	309.00
0000709	00	LDF SALES & DIST INC						
19532	000512		01	06/10/2016	008-6920-570.32-40	BEER	CHECK #: 2016180	127.20
						VENDOR TOTAL *	.00	127.20
0001113	00	PITNEY BOWES INC						
10004835550	000500		01	06/10/2016	001-2100-420.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000501		01	06/10/2016	001-2300-430.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000502		01	06/10/2016	001-3000-451.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000503		01	06/10/2016	001-3050-455.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000504		01	06/10/2016	001-3060-456.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000505		01	06/10/2016	001-4100-460.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000506		01	06/10/2016	001-5000-471.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000507		01	06/10/2016	001-5400-473.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.22
10004835550	000508		01	06/10/2016	001-7310-480.31-01	CERTIFIED MAILER TAPE	CHECK #: 2016176	13.23
						VENDOR TOTAL *	.00	118.99
0006858	00	PITNEY BOWES POSTAGE BY PHONE						
1446657	000509		01	06/10/2016	048-0000-630.29-00	POSTAGE REFILL	CHECK #: 2016177	3,000.00
						VENDOR TOTAL *	.00	3,000.00
0007327	00	SURENCY LIFE AND HEALTH						
060316	000495		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016171	393.00
052716	000496		01	06/10/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016172	450.00
						VENDOR TOTAL *	.00	843.00
						HAND ISSUED TOTAL ***		166,233.53
						TOTAL EXPENDITURES ****	.00	166,233.53
						GRAND TOTAL *****		166,233.53

166,233.53 +
 1,108,305.05 +
 45,293.78 +
 439.37 +
 607,955.77 +
 43,223.55 +
 1,971,451.03 *

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005913	00	ADAM SHARP	MC1301038#3	000469		01 06/08/2016	048-0000-630.29-01	NATHANIEL RODRIGUEZ RESTI	24.00	
								VENDOR TOTAL *	24.00	
0000133	00	ADVANCE TERMITE & PEST CTRL, INC	222332	7432	V04706	01 06/08/2016	001-7250-523.29-57	PRAIRIE DOG CTRL/CTC	EFT:	40.00
								VENDOR TOTAL *	.00	40.00
0005439	00	AIRGAS USA, LLC	9051790883	7433	V04707	01 06/08/2016	001-7230-522.32-03	CYLINDER REFILLS	67.50	
								VENDOR TOTAL *	67.50	
0004084	00	ALPHA LAND SURVEYS, INC	2678	7434	V04708	01 06/08/2016	088-9900-650.29-00	CTC PARKING LOT SURVEY	1,500.00	
								VENDOR TOTAL *	1,500.00	
0000162	00	AMERICAN ASSOC OF AIRPORT EXEC	1009500	7369	V04657	01 06/07/2016	050-6971-573.29-60	TRAINING	330.00	
								VENDOR TOTAL *	330.00	
0001116	00	AMERICAN FENCE COMPANY	1917717	7494	V04753	01 06/09/2016	089-9900-650.29-00	FENCE RENTAL	EFT:	197.40
								VENDOR TOTAL *	.00	197.40
0000079	00	AMERICAN FUN FOOD CO. INC	208510-1	7257		01 06/06/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	EFT:	103.50
			208511-0	7258		01 06/06/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	EFT:	103.50
								VENDOR TOTAL *	.00	207.00
0007407	00	ANIMAL CONTROL TRAINING SERV. LLC	2016-0159	7495	V04754	01 06/09/2016	001-7410-481.22-40	TRAINING/ELAM	550.00	
								VENDOR TOTAL *	550.00	
0005913	00	ANIMAL SHELTER	C193589#1	000470		01 06/08/2016	048-0000-630.29-01	BRANDON WARREN RESTITUTIO	75.00	
								VENDOR TOTAL *	75.00	
0005913	00	ANIMAL SHELTER	C194431#3	000471		01 06/08/2016	048-0000-630.29-01	CAROL RODRIGUEZ RESTITUTI	40.00	
								VENDOR TOTAL *	40.00	
0001256	00	APAC, INC - SHEARS DIV	8001577783	7496	V04755	01 06/09/2016	003-6420-559.32-02	POT HOLES	78.64	
			8001576173	7435	V04709	01 06/08/2016	089-9900-650.29-00	CURB REPAIRS	75.29	
			8001577783	7497	V04755	01 06/09/2016	089-9900-650.29-00	DNC PARKING LOT	4,756.91	
								VENDOR TOTAL *	4,910.84	
0000249	00	APPLE LANE ANIMAL HOSPITAL PA	11127/APR	MAY167436	V04710	01 06/08/2016	044-7420-700.29-52	VET SERVICES	2,275.00	
			11127/APR	MAY167437	V04710	01 06/08/2016	044-7420-700.29-57	VET SERVICES	270.00	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000368	00	CHARGAR CORP/ELGENE DIVISION									
33472		7264 V04585 01 06/06/2016						052-6510-494.32-03	UV BULB CLEANING	740.38	
33472		7265 V04585 01 06/06/2016						052-6510-494.22-20	FREIGHT	180.00	
									VENDOR TOTAL *	920.38	
0005919	00	CHELSY MARIE BROWN									
C186608BDRET		7266 V04586 01 06/06/2016						048-0000-630.29-02	CHELSY BROWN BOND RETURN	100.00	
									VENDOR TOTAL *	100.00	
0002740	00	CHIEF-LAW ENFORCEMENT SUPPLY									
135351		7372 V04660 01 06/07/2016						001-7130-502.32-21	JACKETS	382.64	
									VENDOR TOTAL *	382.64	
0000459	00	COLLADAY HARDWARE CO									
6035375		7444 01 06/08/2016						046-0000-112.00-00	SAFETY SUPPLIES	380.16	
6035397		7500 V04758 01 06/09/2016						051-6624-492.32-14	DRAIN SPADE	20.37	
6035398		7501 V04759 01 06/09/2016						051-6624-492.32-14	RETURN	20.37-	
									VENDOR TOTAL *	380.16	
0005913	00	COMMERCE BANK									
C181303#2		000472 01 06/08/2016						048-0000-630.29-01	BARBARA SUNKEN RESTITUTIO	60.00	
									VENDOR TOTAL *	60.00	
0000470	00	CONCRETE ACCESSORIES CO INC (M6)									
J022452		7390 V04678 01 06/07/2016						001-6940-561.29-57	CORE DRILLING/DNC	300.00	
									VENDOR TOTAL *	300.00	
0000487	00	COOPER TIRE SERVICE INC									
1220121		7267 V04587 01 06/06/2016						001-6310-554.32-16	UNIT #295 TIRE REPAIR	18.12	
1220552		7268 V04588 01 06/06/2016						001-6310-554.32-16	UNIT #439 NEW TIRES	175.36	
1220964		7269 V04589 01 06/06/2016						001-6310-554.32-16	UNIT #228 TIRE REPAIR	20.60	
1220963		7270 V04590 01 06/06/2016						001-6310-554.32-16	UNIT #204 TIRE ROTATION	18.54	
1220973		7271 V04591 01 06/06/2016						001-6310-554.32-16	UNIT #203 TIRE ROTATION	18.54	
1221020		7272 V04592 01 06/06/2016						001-6310-554.32-16	UNIT #773 NEW TIRE	77.32	
1220993		7273 V04593 01 06/06/2016						001-6310-554.32-16	UNIT #543 NEW TIRE	176.46	
									VENDOR TOTAL *	504.94	
0005913	00	CRYSTAL SIFUENTES									
C185378#10		000473 01 06/08/2016						048-0000-630.29-01	LARRY MOORE RESTITUTION	30.00	
									VENDOR TOTAL *	30.00	
0000505	00	CULLIGAN WATER TREATMENT									
50658/JUN16		7446 V04719 01 06/08/2016						001-7190-509.31-01	WATER	54.85	
62026/JUN16		7445 V04718 01 06/08/2016						044-7420-700.26-30	WATER	58.80	
15008/MAY16		7502 V04760 01 06/09/2016						052-6510-494.32-13	DRINKING WATER	121.60	
15008/MAY16		7503 V04760 01 06/09/2016						052-6510-494.32-09	LAB WATER	104.80	
									VENDOR TOTAL *	340.05	
0005913	00	DANNY MASON									
C189959#46		000474 01 06/08/2016						048-0000-630.29-01	MIGUEL JUAN RESTITUTION	20.00	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005795	00	HD SUPPLY WATERWORKS LTD									
F516246		7279 V04598 01 06/06/2016					051-6621-491.27-30		METER VAULT WELL #11	450.63	
F529625		7280 V04599 01 06/06/2016					089-9900-650.29-00		PLUMBING PARTS/PO #160292	2,499.00	
F528110		7508 V04765 01 06/09/2016					089-9900-650.29-00		MAIN ST PROJECT SUPPLIES	4,678.28	
VENDOR TOTAL *										7,627.91	
0001867	00	HIEB & ASSOCIATES, LLC									
FINAL/CITYHALL		7382 V04670 01 06/07/2016					088-9900-650.29-00		CITY HALL RENOVATION	5,000.00	
VENDOR TOTAL *										5,000.00	
0005539	00	HILL'S PET NUTRITION SALES, INC.									
225690901		7451 V04724 01 06/08/2016					044-7420-700.32-06		FOOD	160.37	
VENDOR TOTAL *										160.37	
0000981	00	HILTON RADIATOR SERVICE									
0015311		7509 V04766 01 06/09/2016					001-6310-554.32-16		UNIT #325 REPAIR	60.00	
VENDOR TOTAL *										60.00	
0001021	00	HUTCHINSON CLINIC, PA									
378590		7510 V04767 01 06/09/2016					035-9840-474.21-40		OUTSIDE MEDICAL SERVICES	157.50	
VENDOR TOTAL *										157.50	
0001013	00	HUTCHINSON PUBLISHING CO									
15519/254573		7281 V04600 01 06/06/2016					001-4100-460.24-30		LEGAL PUBLICATION	EFT:	70.98
VENDOR TOTAL *										.00	70.98
0001943	00	HUTCHINSON RECREATION COMMISSION									
060716		7452 V04725 01 06/08/2016					038-0000-699.21-10		TAX DISTRIBUTION	447,358.99	
060716		7453 V04725 01 06/08/2016					038-0000-699.21-10		OVERPAYMENT OF 2015 TAX D	1,031.74-	
VENDOR TOTAL *										446,327.25	
0005913	00	HUTCHINSON REGIONAL MEDICAL CTR									
MC1500912#2		000483 01 06/08/2016					048-0000-630.29-01		JONATHAN BUCKLEY RESTITUT	25.00	
VENDOR TOTAL *										25.00	
0000547	00	IBT INC									
6793835		7282 V04601 01 06/06/2016					052-6520-495.32-16		SEWER CLEANING HEAD PART	95.01	
VENDOR TOTAL *										95.01	
0005138	00	J & A TRAFFIC PRODUCTS									
22799		7511 V04768 01 06/09/2016					001-6470-557.32-22		FLEXABLE MARKERS	290.00	
VENDOR TOTAL *										290.00	
0005040	00	J & J DRAINAGE									
1814J&JDRAINAGE7383		V04671 01 06/07/2016					048-0000-630.29-00		HBS 060316/J&J DRAINAGE	50.00	
VENDOR TOTAL *										50.00	
0001310	00	JAMES & STACI HOFFMAN									
FIRE808W23RD		7455 V04726 01 06/08/2016					001-9500-620.29-00		FIRE PROCEEDS 808 W 23RD	6.12	
FIRE808W23RD		7454 V04726 01 06/08/2016					047-0000-629.29-00		FIRE PROCEEDS 808 W 23RD	24,500.00	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001310	00	JAMES & STACI HOFFMAN									
									VENDOR TOTAL *	24,506.12	
0005040	00	JANET VAN BUSKIRK	1465VANBUSKIRK	7384	V04672	01	06/07/2016	048-0000-630.29-00	HBS 060516/J VANBUSKIRK	50.00	
									VENDOR TOTAL *	50.00	
0006266	00	JOY'S PACKING & SHIPPING	312520	7283	V04602	01	06/06/2016	052-6510-494.22-20	SHIPPING	34.61	
			313331	7284	V04603	01	06/06/2016	052-6510-494.22-20	SHIPPING	30.29	
			313241	7285	V04604	01	06/06/2016	052-6510-494.22-20	SHIPPING	33.51	
									VENDOR TOTAL *	98.41	
0005919	00	KADE WELP	MC1600303BDRET	7286	V04605	01	06/06/2016	048-0000-630.29-02	KADE WELP BOND RETURN	73.00	
									VENDOR TOTAL *	73.00	
0000714	00	KANSAS CORRECTIONAL INDUSTRIES	163580	7456		01	06/08/2016	046-0000-112.00-00	PRINTING	56.10	
									VENDOR TOTAL *	56.10	
0004389	00	KANSAS DEPT HEALTH/ENVIR WTR BUREAU	C#17535SILSBEE	7287	V04606	01	06/06/2016	057-7700-496.29-53	CERTIFICATE REINSTATEMENT	35.00	
									VENDOR TOTAL *	35.00	
0001074	00	KANSAS ONE-CALL SYSTEM, INC	6050310	7288	V04607	01	06/06/2016	051-6624-492.29-57	UTILITIY LOCATES	EFT:	173.00
			6050310	7289	V04607	01	06/06/2016	052-6520-495.29-57	UTILITY LOCATES	EFT:	173.00
			6050310	7290	V04607	01	06/06/2016	057-6530-558.29-57	UTILITY LOCATES	EFT:	172.00
									VENDOR TOTAL *	.00	518.00
0007292	00	KANSAS WATER TECHNOLOGIES	3774N	7291	V04608	01	06/06/2016	051-6621-491.29-57	RO MEMBRANCE AUTOPSY/REPO	1,500.00	
			3773N	7385	V04673	01	06/07/2016	051-6621-491.32-03	CHEMICALS	14,850.00	
									VENDOR TOTAL *	16,350.00	
0005913	00	KBI LAB FEE	C192414FINAL	000485		01	06/08/2016	048-0000-630.29-01	MICHAEL WYER RESTITUTION	90.00	
									VENDOR TOTAL *	90.00	
0005913	00	KBI LAB FEE	G101375#4	000484		01	06/08/2016	048-0000-630.29-01	MISTI WOLF RESTITUTION	15.00	
									VENDOR TOTAL *	15.00	
0005913	00	KBI LAB FEE	G101375#5	000486		01	06/08/2016	048-0000-630.29-01	MISTI WOLF RESTITUTION	20.00	
									VENDOR TOTAL *	20.00	
0005913	00	KBI LAB FUND	G101375#6	7519	V04771	01	06/09/2016	048-0000-630.29-01	MISTI WOLF RESTITUTION	15.00	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005913	00	KBI LAB FUND					
					VENDOR TOTAL *	15.00	
0005913 MC081223#15	00 000487	KELLY BRUCE	01 06/08/2016	048-0000-630.29-01	TITO ENRIQUEZ RESTITUTION	40.00	
					VENDOR TOTAL *	40.00	
0005040 1838ZAHN	00 7386	KERRY ZAHN	01 06/07/2016	048-0000-630.29-00	RICE 060416/K ZAHN	50.00	
					VENDOR TOTAL *	50.00	
0000843 246548 246625	00 7292 7520	KEY EQUIPMENT AND SUPPLY CO	01 06/06/2016 01 06/09/2016	001-6310-554.32-16 001-6310-554.32-16	UNIT #198 PARTS UNIT #188 REPAIRS	134.38 1,332.70	
					VENDOR TOTAL *	1,467.08	
0005040 1937PITTS	00 7457	KILEY PITTS	01 06/08/2016	048-0000-630.29-00	HBS 060616/K PITTS	50.00	
					VENDOR TOTAL *	50.00	
0003748 2016MEMB/RICHAR7512	00 V04769	KSGFOA	01 06/09/2016	001-3000-451.29-53	MEMBERSHIP/A RICHARD	50.00	
					VENDOR TOTAL *	50.00	
0007182 16KCCM/LUNCH	00 7387	KU PUBLIC MANAGEMENT CENTER	01 06/07/2016	001-2100-420.22-40	2016 CITY/COUNTY LUNCH/DE	25.00	
					VENDOR TOTAL *	25.00	
0005913 C194176FINAL	00 000488	KWIK SHOP	01 06/08/2016	048-0000-630.29-01	ANTHONY EDIGER RESTITUTIO	3.58	
					VENDOR TOTAL *	3.58	
0000864 89083293	00 7293	LAYNE CHRISTENSEN CO	01 06/06/2016	051-6621-491.43-10	WELL REHAB/PMT #3	17,060.30	
					VENDOR TOTAL *	17,060.30	
0006231 000010736-9	00 7458	LOCHNER	01 06/08/2016	088-9900-650.29-00	AIRPORT BRIDGE	EFT:	30,296.17
					VENDOR TOTAL *	.00	30,296.17
0000883 27323 27318	00 7388 7389	LUMINOUS NEON INC	01 06/07/2016 01 06/07/2016	001-6940-561.32-22 001-6990-566.32-14	WINDOW DECALS DOOR DECALS	225.00 225.00	
					VENDOR TOTAL *	450.00	
0005913 H100689#14	00 7521	MARK BRADY	01 06/09/2016	048-0000-630.29-01	ROBERT KENDALL RESTITUTIO	20.00	
					VENDOR TOTAL *	20.00	
0005292	00	MAYER EQUIPMENT & SUPPLY, LLC					

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001237	00	STUTZMAN REFUSE DISPOSAL INC	11201117	7471	V04740	01	06/08/2016	001-7230-522.29-57	ROLLOFF CTC	181.00	
									VENDOR TOTAL *	181.00	
0007036	00	SUMMIT TRUCK GROUP	409134225	7320	V04636	01	06/06/2016	001-6310-554.32-16	ENG #6 REPAIR PARTS	238.28	
									VENDOR TOTAL *	238.28	
0001243	00	T & E OIL COMPANY INC	000433106	7321	V04637	01	06/06/2016	001-6310-554.32-30	DIESEL FUEL	EFT:	13,603.62
									VENDOR TOTAL *	.00	13,603.62
0005040	00	TED LUNDSTROM	1847LUNDSTROM	7472	V04741	01	06/08/2016	048-0000-630.29-00	RICE 060616/T LUNDSTROM	50.00	
									VENDOR TOTAL *	50.00	
0005544	00	THINK! TONER AND INK	10049867	7322	V04638	01	06/06/2016	001-3100-452.31-05	TONER	403.95	
			10050014	7473	V04742	01	06/08/2016	001-3100-452.31-05	TONER	559.97	
									VENDOR TOTAL *	963.92	
0001277	00	UNDERGROUND VAULTS AND	138976	7539	V04787	01	06/09/2016	001-2100-420.29-57	SHREDDING	10.00	
			138976	7538	V04787	01	06/09/2016	001-3000-451.29-57	SHREDDING	10.00	
			138976	7537	V04787	01	06/09/2016	001-5000-471.29-57	SHREDDING	10.00	
			138976	7540	V04787	01	06/09/2016	001-5400-473.29-57	SHREDDING	45.00	
									VENDOR TOTAL *	75.00	
0004790	00	UNIFIRST CORPORATION	1169454MAY16	7341	V04640	01	06/06/2016	001-3050-455.29-54	MAY 16 SERV	162.45	
			1169454MAY16	7335	V04640	01	06/06/2016	001-6150-574.29-54	MAY 16 SERV	205.90	
			1169454MAY16	7340	V04640	01	06/06/2016	001-6215-552.29-54	MAY 16 SERV	62.35	
			1169454MAY16	7326	V04640	01	06/06/2016	001-6320-555.29-54	MAY 16 SERV	299.80	
			1169454MAY16	7339	V04640	01	06/06/2016	001-6470-557.29-54	MAY 16 SERV	40.30	
			1169454MAY16	7333	V04640	01	06/06/2016	001-6940-561.29-54	MAY 16 SERV	366.35	
			1169454MAY16	7330	V04640	01	06/06/2016	001-6950-563.29-54	MAY 16 SERV	161.20	
			1169454MAY16	7332	V04640	01	06/06/2016	001-7191-511.29-54	MAY 16 SERV	20.15	
			1169454MAY16	7328	V04640	01	06/06/2016	001-7230-522.29-54	MAY 16 SERV	99.20	
			1169454MAY16	7329	V04640	01	06/06/2016	001-7230-522.29-54	MAY 16 SERV	181.00	
			1169454MAY16	7337	V04640	01	06/06/2016	003-6420-559.29-54	MAY 16 SERV	618.09	
			1169454MAY16	7338	V04640	01	06/06/2016	003-6430-559.29-54	MAY 16 SERV	20.15	
			1169454MAY16	7327	V04640	01	06/06/2016	008-6920-570.29-54	MAY 16 SERV	65.25	
			1169454MAY16	7331	V04640	01	06/06/2016	008-6920-570.29-54	MAY 16 SERV	17.75	
			1169454MAY16	7334	V04640	01	06/06/2016	009-6930-571.29-54	MAY 16 SERV	20.15	
			1169454MAY16	7325	V04640	01	06/06/2016	044-7420-700.29-54	MAY 16 SERV	107.75	
			1169454MAY16	7324	V04640	01	06/06/2016	050-6971-573.29-54	MAY 16 SERV	84.70	
			1169454MAY16	7343	V04640	01	06/06/2016	051-6621-491.29-54	MAY 16 SERV	163.50	
			1169454MAY16	7342	V04640	01	06/06/2016	051-6624-492.29-54	MAY 16 SERV	230.65	
			1169454MAY16	7344	V04640	01	06/06/2016	052-6510-494.29-54	MAY 16 SERV	400.13	
			1169454MAY16	7336	V04640	01	06/06/2016	052-6520-495.29-54	MAY 16 SERV	333.37	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004790	00	UNIFIRST CORPORATION									
									VENDOR TOTAL *	3,660.19	
0001309	00	UNIVERSITY OF KANSAS									
LE 160336			399567421		V04699	01	06/07/2016	001-7130-502.29-60	REGIST/JOSHUA JONES	30.00	
									VENDOR TOTAL *	30.00	
0003812	00	USA BLUEBOOK									
956919			7345		V04641	01	06/06/2016	052-6510-494.32-13	LAB SUPPLIES	426.95	
956919			7346		V04641	01	06/06/2016	052-6510-494.22-20	FREIGHT	26.32	
									VENDOR TOTAL *	453.27	
0006583	00	VERITIV OPERATING COMPANY									
9019367610			7347			01	06/06/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	158.50	
9019367610CM			7348			01	06/06/2016	046-0000-112.00-00	CREDIT FOR ERROR	92.20	
9019345494CM			7349			01	06/06/2016	046-0000-112.00-00	RETURN PRODUCT	28.35	
9019345494			7350			01	06/06/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	776.38	
9019449227			7474			01	06/08/2016	046-0000-112.00-00	JANITORIAL SUPPLIES	261.30	
									VENDOR TOTAL *	1,075.63	
0003623	00	VISA - HEARTLAND CREDIT UNION									
7774MAY16			7353		V04647	01	06/06/2016	001-2100-420.22-40	COOL BEANS/LUNCH	15.79	
7774MAY16			7354		V04647	01	06/06/2016	001-2100-420.22-40	KWIK SHOP/FUEL	26.67	
7774MAY16			7355		V04647	01	06/06/2016	001-2100-420.22-40	TOWNE PLACE/LODGING	288.32	
0478MAY16			7356		V04648	01	06/06/2016	001-2100-420.31-01	AMAZON/HEADPHONES	50.90	
0478MAY16			7358		V04648	01	06/06/2016	001-2100-420.31-01	WALMART/COOKOUT ITEMS	23.25	
0478MAY16			7359		V04648	01	06/06/2016	001-2100-420.31-01	UPS/SERVICE FEES	13.96	
9199MAY16			7422		V04700	01	06/07/2016	001-3000-451.29-57	SCUTTLEBUTTS/MUFFINS/MTG	25.50	
5296MAY16			7351		V04646	01	06/06/2016	001-3050-455.43-11	MIDWEST SUPP/HANDHELD REP	15.00	
5296MAY16			7352		V04646	01	06/06/2016	001-3050-455.22-10	USPS/CERTIFIED MAILING	49.01	
8994MAY16			7423		V04701	01	06/07/2016	001-4100-460.22-40	KWIK SHOP/FUEL	20.00	
8994MAY16			7424		V04701	01	06/07/2016	001-4100-460.29-60	KAFM/REGISTRATION	175.00	
2247MAY16			7425		V04702	01	06/07/2016	001-4100-460.29-57	DILLONS/MTG REFRESHMENTS	15.48	
0577MAY16			7426		V04703	01	06/07/2016	001-4100-460.29-57	DILLONS/CIC MTG REFRESHME	11.42	
0478MAY16			7357		V04648	01	06/06/2016	001-5000-471.31-01	AMAZON/STYLUS	4.98	
0438MAY16			7428		V04704	01	06/07/2016	001-7230-522.29-60	JACKSON MEAT/LUNCH ITEMS	38.90	
0438MAY16			7429		V04704	01	06/07/2016	001-7230-522.29-60	WALMART/TRAINING LUNCH IT	55.37	
0438MAY16			7430		V04704	01	06/07/2016	001-7230-522.22-10	JOYS/SHIPPING	35.23	
0438MAY16			7427		V04704	01	06/07/2016	001-7250-523.32-14	WALMART/GAS GRILL	148.00	
4406MAY16			7481		V04745	01	06/08/2016	001-7410-481.29-53	NACC/MEMBERSHIP	35.00	
4406MAY16			7485		V04745	01	06/08/2016	001-7410-481.32-14	PROPANE CENTRAL/CYLINDER	31.26	
4406MAY16			7486		V04745	01	06/08/2016	001-7410-481.29-54	GALLS/RAIN JACKETS	88.14	
6625MAY16			7360		V04649	01	06/06/2016	001-9500-620.29-00	JACKSON MEAT/MEM DAY COOK	72.25	
4406MAY16			7480		V04745	01	06/08/2016	044-7420-700.32-09	LOWES/SHELTER SUPPLIES	51.28	
4406MAY16			7482		V04745	01	06/08/2016	044-7420-700.43-16	WALMART/SHELTER SUPPLIES	48.25	
4406MAY16			7483		V04745	01	06/08/2016	044-7420-700.43-16	WESTLAKE/SHELTER SUPPLIES	3.49	
4406MAY16			7484		V04745	01	06/08/2016	044-7420-700.43-16	MIDWEST ELECT/SHELTER SUP	19.98	
1360MAY16			7475			01	06/08/2016	046-0000-112.00-00	STANION/ELECT SUPPLIES	685.00	
1360MAY16			7476			01	06/08/2016	046-0000-112.00-00	CENTRAL WELDING/WELDING	1,288.00	
1360MAY16			7477			01	06/08/2016	046-0000-112.00-00	ROBERTS/OFFICE SUPPLIES	1,496.29	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003623	00	VISA - HEARTLAND CREDIT UNION									
1360MAY16		7478				01	06/08/2016	046-0000-112.00-00	JANITORIAL SUPP/JANITORIA	804.18	
1360MAY16		7479				01	06/08/2016	046-0000-112.00-00	SHERWIN WILLIAMS/PAINT SU	29.25	
									VENDOR TOTAL *	5,665.15	
0000975	00	VOSS LIGHTING									
17195785-00		7487				01	06/08/2016	046-0000-112.00-00	ELECTRICAL SUPPLIES	296.00	
17195606-00		7488				01	06/08/2016	046-0000-112.00-00	RETURN	59.64	
1795608-00		7489				01	06/08/2016	046-0000-112.00-00	ELECTRICAL SUPPLIES	59.64	
									VENDOR TOTAL *	296.00	
0001299	00	WARNKEN ENTERPRISES									
9F-GW2016		7490	V04749	01	06/08/2016			001-7250-523.29-57	MOWING WEEK #9	EFT:	307.80
2012C216LIST5		7362	V04651	01	06/06/2016			001-7310-480.29-57	MOWING LIST #5	EFT:	707.25
7W-GW2016		7361	V04650	01	06/06/2016			051-6621-491.29-57	MOWING WEEK #7	EFT:	211.00
8W-GW2016		7363	V04652	01	06/06/2016			051-6621-491.29-57	MOWING WEEK #8	EFT:	359.00
									VENDOR TOTAL *	.00	1,585.05
0001503	00	WEIS FIRE & SAFETY EQ CO INC									
151195		7491	V04750	01	06/08/2016			001-7230-522.32-21	HELMETS	2,520.68	
									VENDOR TOTAL *	2,520.68	
0004484	00	WESTAR ENERGY									
8831865106JUN167541		7490	V04788	01	06/09/2016			001-6810-453.26-10	JUN 16 STREET LIGHTS	44,431.05	
3338726849JUN167365		7491	V04654	01	06/06/2016			001-6940-561.26-10	JUN 16 SERV/DILLON PARK	24.08	
3013908723MAY167364		7492	V04653	01	06/06/2016			001-7190-509.26-10	MAY 16 SERV/CIVIL DEF SIR	453.39	
									VENDOR TOTAL *	44,908.52	
0001345	00	WILSON & COMPANY, INC.									
65665		7493	V04752	01	06/08/2016			088-9900-650.29-00	PROF ENG SERV/LEVEE PHASE	1,270.90	
65666		7492	V04751	01	06/08/2016			100-0000-680.29-00	PROF ENG SERV/LEVEE C	4,068.27	
									VENDOR TOTAL *	5,339.17	
0007200	00	WIN-911 SOFTWARE									
1605044684		7366	V04655	01	06/06/2016			051-6621-491.29-57	SOFTWARE SUPPORT	495.00	
1605044684		7367	V04655	01	06/06/2016			052-6510-494.29-57	SOFTWARE SUPPORT	495.00	
									VENDOR TOTAL *	990.00	
0007384	00	WRIGHTSON, JOHNSON, HADDON & WILLIA									
1601002		7542	V04789	01	06/09/2016			088-9900-650.29-00	A/V CONSULTING SERV	12,034.22	
									VENDOR TOTAL *	12,034.22	
0001359	00	YMCA									
JUN16		7368	V04656	01	06/06/2016			032-9210-432.21-80	JUN 16 MEMBERSHIPS	EFT:	215.00
									VENDOR TOTAL *	.00	215.00
0006651	00	911 CUSTOM, LLC									
21861		7431	V04705	01	06/07/2016			001-7130-502.32-14	SPAKER DRIVER	133.50	
									VENDOR TOTAL *	133.50	

PREPARED 06/09/2016, 13:46:44
PROGRAM: GM339L
City of Hutchinson

EXPENDITURE APPROVAL LIST
AS OF: 06/10/2016 CHECK DATE: 06/10/2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006651	00							
						EFT/EPAY TOTAL ***		81,648.01
						TOTAL EXPENDITURES ****	1,026,657.02	81,648.01
						GRAND TOTAL *****		1,108,305.03

VEND NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007298	00	AETNA INSURANCE						
060316	000468		01	06/03/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016164	39,126.33
VENDOR TOTAL *							.00	39,126.33
0000293	00	BLUE CROSS BLUE SHIELD OF KANSAS						
060316	000466		01	06/03/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016165	47.96
060316	000467		01	06/03/2016	032-9210-432.29-04	INSURANCE CLAIMS	CHECK #: 2016165	5,652.89
VENDOR TOTAL *							.00	5,700.85
0000016	00	CITY BEVERAGE COMPANY INC						
267713	000464		01	06/03/2016	008-6920-570.32-40	BEER	CHECK #: 2016166	357.60
269314	000465		01	06/03/2016	008-6920-570.32-40	BEER	CHECK #: 2016167	109.00
VENDOR TOTAL *							.00	466.60
HAND ISSUED TOTAL ***								45,293.78
TOTAL EXPENDITURES ****							.00	45,293.78
GRAND TOTAL *****								45,293.78

PREPARED 06/03/2016, 14:55:12
PROGRAM: GM339L
City of Hutchinson

EXPENDITURE APPROVAL LIST
AS OF: 06/20/2016 CHECK DATE: 06/03/2016

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VEND NO	SEQ#	VENDOR NAME		BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007405	00	ENVIRONMENTAL PRODUCTS & ACCESS LLC						
223292	7230	V04553	01	06/20/2016	052-6520-495.32-16	SUCTION TUBES FOR VACTORS	324.00	
223292	7231	V04553	01	06/20/2016	052-6520-495.22-20	FREIGHT	115.37	
						VENDOR TOTAL *	439.37	
						TOTAL EXPENDITURES ****	439.37	
						GRAND TOTAL *****		439.37

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0007323	00	AETNA-HARTFORD						
0284009JUN16	7032	V04381 01	05/31/2016	032-9210-432.21-70	JUN 16 INV		13,025.35	
					VENDOR TOTAL *		13,025.35	
0000139	00	AGRI CENTER						
IA41473	7033	V04382 01	05/31/2016	001-6310-554.32-16	UNIT #72 PARTS		19.57	
					VENDOR TOTAL *		19.57	
0005439	00	AIRGAS USA, LLC						
9051558596	7222	V04545 01	06/02/2016	001-6940-561.32-14	WIRE MIG		102.52	
9051660255	7223	V04546 01	06/02/2016	001-7230-522.32-03	GAS REFILLS		22.96	
					VENDOR TOTAL *		125.48	
0001256	00	APAC, INC - SHEARS DIV						
8001575578	7152	V04485 01	06/01/2016	003-6420-559.32-02	POT HOLES		50.66	
8001577075	7155	V04487 01	06/01/2016	003-6420-559.32-02	POT HOLES		311.63	
8001575578	7151	V04485 01	06/01/2016	051-6624-492.32-02	ASPHALT		314.94	
8001575911	7154	V04486 01	06/01/2016	051-6624-492.32-02	ASPHALT		154.38	
8001577075	7156	V04487 01	06/01/2016	051-6624-492.32-02	ASPHALT		129.60	
8001576570	7157	V04488 01	06/01/2016	051-6624-492.32-02	ASPHALT		259.22	
8001576570	7158	V04488 01	06/01/2016	052-6520-495.32-02	ASPHALT		52.89	
8001575911	7153	V04486 01	06/01/2016	089-9900-650.29-00	BLADE OVERLAYS		1,008.27	
					VENDOR TOTAL *		2,281.59	
0000215	00	AT&T						
6206649897MAY16	7034	V04383 01	05/31/2016	031-6991-567.26-40	MAY 16 SERV FUN VALLEY CR		142.37	
2100740551JUN16	7159	V04489 01	06/01/2016	346-7190-509.29-50	JUN 16 SERVICE		364.57	
					VENDOR TOTAL *		506.94	
0001040	00	AT&T						
2100721744JUN16	7036	V04385 01	05/31/2016	001-3100-452.26-40	JUN 16 SERV/VOICEMAIL		117.06	
2100744402JUN16	7035	V04384 01	05/31/2016	001-7190-509.26-40	JUN 16 SERV/HRCEC DIRECT		132.36	
					VENDOR TOTAL *		249.42	
0006817	00	B & B AUTO ELECTRIC, INC.						
2908	7037	V04387 01	05/31/2016	001-6310-554.32-16	UNIT #542 PARTS		100.37	
2906	7038	V04388 01	05/31/2016	001-6310-554.32-16	UNIT #186 PARTS		127.00	
					VENDOR TOTAL *		227.37	
0000227	00	B & B HYDRAULICS, INC						
3012602	7039	V04389 01	05/31/2016	001-6310-554.32-16	UNIT #188 PARTS	EFT:		22.19
3012600	7040	V04390 01	05/31/2016	001-6310-554.32-16	UNIT #1 PARTS	EFT:		8.82
3012489	7041	V04391 01	05/31/2016	001-6310-554.32-16	BRUSH #42 PARTS	EFT:		87.54
3012657	7160	V04490 01	06/01/2016	008-6920-570.32-24	REPAIR PARTS	EFT:		39.85
					VENDOR TOTAL *		.00	158.40
0000377	00	BARNES KAREN						
000036175	UT		04 05/26/2016	051-0000-110.01-00	MANUAL CHECK		32.30	
					VENDOR TOTAL *		32.30	
0005040	00	BECKY WORNKEY						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0005040	00	BECKY WORNKEY	1432	WORNKEY	7042	V04392	01 05/31/2016	048-0000-630.29-00	HBS 052816/B WORNKEY	50.00	
VENDOR TOTAL *										50.00	
0000536	00	BLACK HILLS ENERGY	0442079455	MAY167161	7042	V04491	01 06/01/2016	044-7420-700.26-20	MAY 16 SERV/ANIMAL SHELTE	EFT:	222.71
VENDOR TOTAL *										.00	222.71
0005040	00	BOB DUNCAN	1914	DUNCAN	7162	V04492	01 06/01/2016	048-0000-630.29-00	RICE 051916/B DUNCAN	50.00	
VENDOR TOTAL *										50.00	
0000274	00	BRIDGMAN OIL COMPANY	54837		7163	V04493	01 06/01/2016	008-6920-570.32-28	FUEL	567.50	
54837					7164	V04493	01 06/01/2016	008-6920-570.32-30	FUEL	792.00	
VENDOR TOTAL *										1,359.50	
0002659	00	BRYANT & BRYANT CONST, INC	2014C271/#1		7043	V04393	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	282.50	
2014C271/#2					7044	V04394	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	770.00	
2014C271/#3					7045	V04395	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	770.00	
2014C271/#4					7046	V04396	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	358.00	
2014C271/#5					7047	V04397	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	295.50	
2014C271/#6					7048	V04398	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	252.00	
2014C271/#7					7049	V04399	01 05/31/2016	003-6420-559.29-57	REPLACE CURB & GUTTER	310.00	
2014C271/#8					7050	V04400	01 05/31/2016	003-6420-559.29-57	BRICK PATCH	720.00	
VENDOR TOTAL *										3,758.00	
0004403	00	CALLAWAY GOLF SALES COMPANY	926874725		7224	V04547	01 06/02/2016	008-6920-570.39-55	PRO SHOP MERCHANDISE	106.56	
VENDOR TOTAL *										106.56	
0001971	00	CARL VINCENT SERVICE	38893		7225	V04548	01 06/02/2016	001-7230-522.29-57	PORTABLE TOLIET ON CTC	75.00	
VENDOR TOTAL *										75.00	
0006641	00	CBS MANHATTAN, LLC	616703		7055	V04401	01 05/31/2016	001-6215-552.32-14	DOOR LOCKS	EFT:	73.50
616703					7051	V04401	01 05/31/2016	001-6320-555.27-30	DOOR LOCKS	EFT:	260.00
616703					7059	V04401	01 05/31/2016	001-6940-561.32-14	DOOR LOCKS	EFT:	31.68
616703					7058	V04401	01 05/31/2016	001-6990-566.32-14	DOOR LOCKS	EFT:	26.00
616703					7054	V04401	01 05/31/2016	001-7250-523.32-14	DOOR LOCKS	EFT:	122.50
616703					7057	V04401	01 05/31/2016	008-6920-570.32-14	DOOR LOCKS	EFT:	90.00
616703					7053	V04401	01 05/31/2016	031-6991-567.32-14	DOOR LOCKS	EFT:	260.00
616703					7052	V04401	01 05/31/2016	050-6971-573.32-14	DOOR LOCKS	EFT:	309.00
616703					7056	V04401	01 05/31/2016	052-6510-494.32-14	DOOR LOCKS	EFT:	79.56
VENDOR TOTAL *										.00	1,252.24
0000354	00	CENTRAL POWER SYSTEMS & SERVICES	01132004		7060	V04402	01 05/31/2016	001-6310-554.32-16	STOCK FILTERS/COOLANT	EFT:	43.44

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001801	00	HARCROS CHEMICALS INC	090073656	7083	V04421	01 05/31/2016	001-6940-561.32-03	CHEMICALS	145.75	
VENDOR TOTAL *									145.75	
0005795	00	HD SUPPLY WATERWORKS LTD	F153559	7177	V04506	01 06/01/2016	051-6624-492.32-14	DRILL BITS	313.38	
			F439874	7178	V04507	01 06/01/2016	051-6624-492.32-18	VALVES/PO #160246	2,454.00	
			F531816	7176	V04505	01 06/01/2016	089-9900-650.29-00	MAIN ST/PO #160292	4,546.08	
VENDOR TOTAL *									7,313.46	
0005539	00	HILL'S PET NUTRITION SALES, INC.	225645556	7179	V04508	01 06/01/2016	044-7420-700.32-06	FOOD	52.80	
VENDOR TOTAL *									52.80	
0000981	00	HILTON RADIATOR SERVICE	0015302	7084	V04422	01 05/31/2016	001-6310-554.32-16	UNIT #188 RADITOR REPAIR	50.00	
VENDOR TOTAL *									50.00	
0007309	00	HOLLAND SUPPLY, INC.	93314	7233	V04555	01 06/02/2016	001-6995-693.32-14	LOWERING DEVICE DRAPE	373.89	
VENDOR TOTAL *									373.89	
0000988	00	HORNE BODY SHOP, INC	052416	7085	V04423	01 05/31/2016	035-9840-474.29-06	UNIT #252/POLICE	1,581.06	
VENDOR TOTAL *									1,581.06	
0006814	00	HUMMERT INTERNATIONAL	23667	7180	V04509	01 06/01/2016	031-6991-567.32-01	MARKING POWDER	596.16	
VENDOR TOTAL *									596.16	
0001013	00	HUTCHINSON PUBLISHING CO	254521/30300	7235	V04557	01 06/02/2016	005-6710-490.24-10	MAY RECYCLE GUIDE	EFT:	312.50
VENDOR TOTAL *									.00	312.50
0001004	00	HUTCHINSON RENO CO CHAMBER OF COMM	12-511	7234	V04556	01 06/02/2016	001-7600-610.29-00	SUBSIDY	EFT:	4,833.34
VENDOR TOTAL *									.00	4,833.34
0005605	00	HUTCHINSON SMALL ANIMAL HOSPITAL PA	254114	7181	V04510	01 06/01/2016	044-7420-700.29-52	NEUTER	100.00	
VENDOR TOTAL *									100.00	
0000539	00	HUTCHINSON TOWN CLUB	1071APRIL	7254	V04576	01 06/02/2016	001-2100-420.29-53	APRIL DUES	60.00	
			1071APRIL	7255	V04576	01 06/02/2016	001-2100-420.29-57	APRIL MEALS	10.64	
VENDOR TOTAL *									70.64	
0007201	00	HYRELL	107742	7086	V04424	01 05/31/2016	001-2300-430.29-63	APPLICANT TRACKING SYSTEM	600.00	
			107765	7087	V04425	01 05/31/2016	001-2300-430.29-63	APPLICANT TRACKING SYSTEM	126.54	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005040	00	VICKI TRACY	1601TRACY	7143	V04477	01 05/31/2016	048-0000-630.29-00	RICE 052716/V TRACY	50.00	
VENDOR TOTAL *									50.00	
0006765	00	VIVERAE, INC	30716	7252	V04574	01 06/02/2016	032-9210-432.21-90	WELLNESS PROGRAM	1,350.00	
VENDOR TOTAL *									1,350.00	
0001299	00	WARNKEN ENTERPRISES	8P-GW2016	7144	V04478	01 05/31/2016	001-6950-563.29-57	MOWING WEEK #8	EFT:	514.00
			79-GW2016	7145	V04479	01 05/31/2016	001-6950-563.29-57	MOWING WEEK #7	EFT:	514.00
			2016LIST4	7147	V04481	01 05/31/2016	001-7310-480.29-57	MOWING LIST 4	EFT:	983.25
			7L-GW2016	7146	V04480	01 05/31/2016	086-0000-660.29-00	MOWING	EFT:	90.00
VENDOR TOTAL *									.00	2,101.25
0004484	00	WESTAR ENERGY	5184110982MAY167148	V04482	01 05/31/2016	001-6810-453.26-10	001-6810-453.26-10	MAY 16 SERV/22ND & MAIN	41.72	
			8804893185JUN167150	V04484	01 05/31/2016	001-6810-453.26-10	001-6810-453.26-10	JUN 16 SERV/C & MAIN	14.96	
			8640862567MAY167149	V04483	01 05/31/2016	050-6971-573.26-10	050-6971-573.26-10	MAY 16 SERV/AIRPORT TOWER	36.45	
VENDOR TOTAL *									93.13	
0001357	00	WRAY & SONS ROOFING INC	5201783	7253	V04575	01 06/02/2016	001-6990-566.29-57	CLEAN OUT DRAINS CITY HAL	EFT:	136.00
			5201721	7219	V04544	01 06/01/2016	003-6420-559.27-10	ROOF MAINTENANCE	EFT:	60.50
			5201721	7221	V04544	01 06/01/2016	051-6624-492.27-10	ROOF MAINTENANCE	EFT:	60.50
			5201721	7220	V04544	01 06/01/2016	052-6520-495.27-10	ROOF MAINTENANCE	EFT:	60.50
VENDOR TOTAL *									.00	317.50
0007404	00	WWWATER	2016-0109	7215	V04543	01 06/01/2016	001-6100-550.29-60	TRAINING	1,652.00	
			2016-0109	7216	V04543	01 06/01/2016	051-6621-491.29-60	TRAINING	1,652.00	
			2016-0109	7217	V04543	01 06/01/2016	052-6510-494.29-60	TRAINING	4,956.00	
			2016-0109	7218	V04543	01 06/01/2016	052-6520-495.29-60	TRAINING	3,304.00	
VENDOR TOTAL *									11,564.00	
EFT/EPAY TOTAL ***										106,736.88
TOTAL EXPENDITURES ****									501,218.89	106,736.88
GRAND TOTAL *****										607,955.77

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000947 060316	00 000462	FIREFIGHTER'S LOCAL 179	01 06/03/2016	015-0000-229.00-00	PAYROLL DATED 06 03 16	CHECK #: 2016163	3,205.56
					VENDOR TOTAL *	.00	3,205.56
0000941 060316	00 000463	FIREFIGHTER'S WELFARE FUND	01 06/03/2016	015-0000-224.00-00	PAYROLL DATED 06 03 16	1,086.62	
					VENDOR TOTAL *	1,086.62	
0000940 060316	00 000459	HUTCHINSON GOVERNMENT EMPLOYEE	01 06/03/2016	015-0000-228.00-00	PAYROLL DATED 06 03 16	CHECK #: 2016162	23,907.22
					VENDOR TOTAL *	.00	23,907.22
0000942 060316	00 000461	HUTCHINSON LODGE OF THE FOP	01 06/03/2016	015-0000-229.00-00	PAYROLL DATED 06 03 16	3,049.80	
					VENDOR TOTAL *	3,049.80	
0000557 060316	00 000457	ICMA RETIREMENT TRUST-457	01 06/03/2016	015-0000-232.00-00	PAYROLL DATED 06 03 16	CHECK #: 2016160	10,333.94
					VENDOR TOTAL *	.00	10,333.94
0000948 060316	00 000458	SERVICE EMPLOYEES UNION LOCAL	01 06/03/2016	015-0000-229.00-00	PAYROLL DATED 06 03 16	CHECK #: 2016161	975.40
					VENDOR TOTAL *	.00	975.40
0000949 060316	00 000460	UNITED WAY OF RENO COUNTY	01 06/03/2016	015-0000-227.00-00	PAYROLL DATED 06 03 16	665.01	
					VENDOR TOTAL *	665.01	
					HAND ISSUED TOTAL ***		38,422.12
					TOTAL EXPENDITURES ****	4,801.43	38,422.12
					GRAND TOTAL *****		43,223.55

BUILDING INSPECTION DEPARTMENT

620-694-2631

COUNCIL COMMUNICATION	
FOR MEETING OF	6-21-16
AGENDA ITEM	6a
FOR ACTION	✓
INFORMATION ONLY	

DATE: June 15, 2016
TO: John Deardoff, City Manager
FROM: Trent Maxwell, Building Official
RE: Structures Determined to be Unsafe and Dangerous

Background

On May 3, 2016, the City Council approved Resolution 2016 R 15 which fixed June 21, 2016 at 9:00 a.m. to conduct a public hearing for the condemnation of structures declared unsafe and dangerous as listed in this report. This resolution was published for two consecutive weeks and the hearing was scheduled at least 30 days past the last publication.

Security 1st Title researched the records at the Register of Deeds to locate any owners, lien holders, mortgagers, or heirs. The owners of record and lien holders were notified by certified mail of this scheduled proceedings.

City staff have inspected and declared the structures on the listed properties unsafe and dangerous as defined in Chapter 21, Article VII, Unsafe and Dangerous Buildings of the Code of Ordinances of the City of Hutchinson. Each structure contains structural hazards as defined in Section 21-701, 2. Those factors are as follows: **a)** deteriorated or inadequate foundation; **b)** defective or deteriorated flooring or floor supports; **c)** flooring or floor supports of insufficient size to carry imposed loads safely; **d)** members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety; **e)** members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split or buckle due to defective material or deterioration; **f)** members or ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety; **g)** those open to unauthorized persons. All structures are vacant and uninhabitable.

Issue

During the public hearing, City Council will hear evidence from property owners and City staff as to why the structures listed in Resolution 2016 R 15 should or should not be condemned and declared unsafe and dangerous. After the hearing, City Council will vote on a resolution that will condemn the structures as unsafe and dangerous and will set a time-frame to allow the property owner an opportunity to either repair or demolish the structure and set a required cash bond to be provided by the property owners.

Those property owners who request to complete the demolition or repair of their own buildings are required to provide a cash bond in the amount as stated in this report within the time frame that is specified in the resolution. The cash bond will be returned to the property owner if the demolition is completed within that designated time.

If the property owner fails to start the repair or removal of the structure within the time frame stated, the City Council will then require the structures to be demolished. The cash bond will be used by the City to complete the demolition. Any amount over the demolition cost will be returned to the property owner. If the demolition cost is above the cash bond, the difference will be assessed to the property.

Recommendation

City staff believes that all of the structures listed in this report are beyond feasible repair, are unsafe and pose a danger to the surrounding neighborhood and should be condemn as unsafe and dangerous structures. The factors that deemed the building unsafe, status of property taxes, estimated cost of demolition and additional notes are outlined in the attached document.

Staff recommends that property owners be allowed 30 days to repair or remove condemned structures. Those property owners that request to complete the repairs or demolition are to provide a cash bond to the City.

It is also recommended that July 1, 2016 be the deadline to have the cash bond submitted with the plan of action to the Building Official and that August 1, 2016 be the next date for the City Council to review the progress of the rehabilitation or demolition.

Motion

To (approve/not approve) the Resolution which condemns unsafe and dangerous structures within the City of Hutchinson located at: 722 West Avenue A, 00000 East Avenue C, 417 East Avenue C, 514 East Avenue C, 1015 East Avenue C, 527 Carey St, 605 Carey St, 615 Carey St, 317 East Avenue D, 628 East Avenue F, 1117 Milcon St, 218 South Reformatory St, 724 West Sherman Ave, 510 North Walnut St, 909 East 1st, 1026 East 2nd Ave, 1501 East 4th Ave, 723 East 7th Ave, 300 West 9th Ave, 1001 West 13th Ave and 1413 East 35th Ave and allows the property owners 30 days to repair or remove such structures and authorize the Mayor to sign the resolution.

Attachments

Description of Properties
Resolution to Condemn Unsafe and Dangerous Structures
City Code Article VII-Procedure for repair or demolition

DESCRIPTION OF PROPERTIES:

Address	Property Owner
722 West Avenue A	Raymond Denton
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • The interior of the house has been gutted and trash and debris left inside. • The electrical service is missing. • The house has been exposed to the elements. • This house is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$1,200
Status:	
The property owners turned in a proposed plan for the house in April, but no further correspondence has taken place. Started demo inside of the house.	

Address	Property Owner
0000 East Avenue C	Larry or Shirley Cain
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • The siding and roofing is in poor condition open to the elements. • This property is not livable. • This property is a blight to the neighborhood. 	
Property Taxes: \$124 past due for 2013-2015	Estimated Cost of Demolition: \$1,200
Status:	
Property owner contacted office and indicated he would have the structure torn down by June 20th. No permit has been secured.	

Address	Property Owner
417 East Avenue C	Amparo Garcia or Luis Rosas
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • Front porch is deteriorated. • East side addition has collapsed. • The siding is in poor condition and the property is overgrown with weeds and trees. • This property is a blight to the neighborhood. 	
Property Taxes: \$1,445 past due for 2011-2015	Estimated Cost of Demolition: \$2,000
Status:	
Have not been able to locate property owners.	

Address	Property Owner
514 East Avenue C	Grace R Nance
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • The property is not livable. • The property is open to rodents and people. • The roofing and siding is in poor condition. • The front and back porch has collapsed. • The house has trash and debris throughout. • The property is overgrown with trees and weeds. • The property is a blight to the neighborhood 	
Property Taxes: Current	Estimated Cost of Demolition: \$4,000
Status:	
Property owner wants to sell the property.	

Address	Property Owner
1015 East Avenue C	Herschel Magby, Leslie Angel or Viola Angel
Structural Integrity: (Single family residence & 3 accessory buildings)	
<ul style="list-style-type: none"> • There is no siding on the main structure. • The siding on the other structures are in poor condition 1 completely open to the outside elements. • The property is not livable and remains a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$5,000
Status: Property owner wants to rehab structure, but no plans/time line has been submitted. Some siding has been replaced.	

Address	Property Owner
527 Carey St	Phyllis or Richard Lamunyon
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • Roof has deteriorated allowing rain to enter the house. • The yard is overgrown with limbs and trees. • This house is a blight to the neighborhood. • House is not secure. 	
Property Taxes: \$1,648 past due for 2011-2015	Estimated Cost of Demolition: \$2,000
Status: Property owners are deceased, no interested parties located.	

Address	Property Owner
605 Carey St	Francis C Crow
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • This house has been damaged by a house fire on May 6th, 2014. • No repairs have been made. • The roof is not structurally sound. • The structure is not sealed from the elements or rodents. • The property is a blight to the neighborhood. 	
Property Taxes: \$25 past due for 2015	Estimated Cost of Demolition: \$1,200
Status: No correspondence from property owner.	

Address	Property Owner
615 Carey St	Rick Chaney or Andrea Wood
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • The front porch is structurally unsound. • Siding and roofing in poor condition. • Back porch roof has collapsed and full of trash. • This property is a blight to the neighborhood. 	
Property Taxes: \$740 past due for 2013-2105	Estimated Cost of Demolition: \$3,000
Status: Conversation with property owners in May-they want to demolish the house themselves.	

Address	Property Owner
317 East Avenue D	Taryn O'Neal
Structural Integrity: (Single family residence & 1 accessory building)	
<ul style="list-style-type: none"> • Roof is partially missing and opened up to the elements. • The front porch has deteriorated from the weather. • Fascia soffit and siding missing and opened up to the elements. • Back porch on both east and west side of the house are falling down and are not structurally sound. • Detached structure is not structurally sound. • This property is a blight to the neighborhood 	
Property Taxes: Current	Estimated Cost of Demolition: \$3,500
Status: Have had no correspondence with property owner	

Address	Property Owner
628 East Avenue F	Charles Mendenhall III
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • The siding is in poor condition. • The front porch floor is structurally unsound. • The attached garage is not structurally sound. • This property is a blight to the neighborhood. 	
Property Taxes \$90 past due for 2014-2015	Estimated Cost of Demolition: \$1,700
Status: Have had no correspondence with property owner.	

Address	Property Owner
1117 Milcon St	Preston Pelkey or Chad Pelkey
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • The property has been boarded up since July 31st, 2013. • This property is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$1,500
Status: Property owners have submitted a plan/time table and secured a building permit. New windows have been installed and electrical service.	

Address	Property Owner
218 S Reformatory St	Donald or Willamae O'Neal
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> • House fire on March 27th, 2008. • Boarded-up. • City has mowed since 2014. • This house is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$3,700
Status: Has been no correspondence with the property owners.	

Address	Property Owner
724 W Sherman Ave	Julio Cantu Jr or Sylvia Lopez
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> The property is overgrown with trees and grass. The property is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$1,200
Status: Has been no correspondence with the property owners.	

Address	Property Owner
510 N Walnut St	Terry or Penny Barker
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> Windows are missing and allowing outside elements to enter. Siding and roofing is in poor condition. Siding that has been removed has allowed water to damage the structure. The interior has been gutted. The property is unsafe and a blight to the neighborhood. 	
Property Taxes: \$150 past due for 2015	Estimated Cost of Demolition: \$3,500
Status: Property owners have submitted a plan/time line and secured a building permit. New windows have been installed and framing done.	

Address	Property Owner
909 East 1 st Ave	Francis C Crow
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> The roof and siding is in poor condition. The property has been board up. The property is a blight to the neighborhood. 	
Property Taxes: \$42 past due for 2015	Estimated Cost of Demolition: \$1,700
Status: There has been no correspondence with the property owner.	

Address	Property Owner
1026 East 2 nd	Melinda or Mark Crane
Structural Integrity: (Single family residence)	
<ul style="list-style-type: none"> The siding is in poor condition. Windows have been broken and the house boarded up. The home is not livable and remains to be a blight to the neighborhood. 	
Property Taxes: \$183 past due for 2015	Estimated Cost of Demolition: \$1,500
Status: Property owner has signed a consent to have the city demolish the structure. Property has recently been sold to Joe Inchauriga.	

Address	Property Owner
1501 East 4 th	Van or Susan Gates
Structural Integrity: (Single family residence & 1 accessory building)	
<ul style="list-style-type: none"> • Roof and siding in poor condition. • Carport roof structure is not structurally sound. • Tire storage and other items being stored in the year yard. • The front of the structure is overgrown with vines. • Detached structure in very poor condition. • The property is a blight to the neighborhood. 	
Property Taxes: \$950 past due for 2014-2015	Estimated Cost of Demolition: \$1,700
Status: The property owner had a conversation with the Building Official in April.	

Address	Property Owner
723 East 7 th Ave	Donald or Verona Lenz
Structural Integrity: (Single family residency)	
<ul style="list-style-type: none"> • This house is full of trash and open to rodents and people. • The detached structure has trash throughout and open to rodents and people. • The siding is in poor condition. • This property is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$4,500
Status: There has been no correspondence with the property owners.	

Address	Property Owner
300 West 9 th Ave	Sean or Barbara Harper
Structural Integrity: (Single family residency)	
<ul style="list-style-type: none"> • Front porch is not structurally sound. • The siding and roofing is in poor condition. • The fascia and soffit has been damaged and is open to the elements. • The outside 2nd story access has been removed and the deck is not structurally sound. • The property is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$4,000
Status: The property owners have purchased a building permit to rehab the house. New porch is being built.	

Address	Property Owner
1001 West 13 th Ave	Richard Goertzen
Structural Integrity: (Single family residency & 1 accessory building)	
<ul style="list-style-type: none"> • The structure has vines growing on it on 2 sides. • The exterior of the house and property have not been maintained. • This property is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$5,000
Status: This property has recently been purchased by Clint Bailey. A building permit has been issued for the roof and enclosing the garage doors. Has cleaned up the outside of the property.	

Address	Property Owner
1413 East 35 th Ave	Ava Manche
Structural Integrity: (Single family residency) <ul style="list-style-type: none"> • Interior is full of trash and has holes in the floor from rot. • The detached garage siding is in poor condition. • The year yard is overgrown and has trash. • The property is not livable and is a blight to the neighborhood. 	
Property Taxes: Current	Estimated Cost of Demolition: \$4,000
Status: Property owner has been in contact with the Building Official but no plan has been submitted.	

RESOLUTION NO. 2016 R _____

A RESOLUTION FINDING THAT CERTAIN STRUCTURES LOCATED IN THE CITY OF HUTCHINSON, KANSAS ARE UNSAFE AND DANGEROUS AND DIRECTING THE STRUCTURES TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Building Official of the City of Hutchinson did on the 3rd day of May, 2016 file with the Governing Body a written statement that certain structures herein described, were unsafe and dangerous; and

WHEREAS, the Governing Body did by Resolution No. 2016 R 15 fix the time and place of a hearing at which the owner, his or her agent, any lien holder or record, and any occupants of such structures could appear and show cause why such structures should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such resolution was published in the official City paper on May 6, 2016 and May 13, 2016 and copies of such Resolution were served on the owners, agents, lien holders and occupants of such structures as provided by law; and

WHEREAS, on the 21st of June, 2016 the Governing Body heard all of the evidence submitted by the owners of said structures as well as the evidence submitted by the enforcing officer of the City;

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

That the Governing Body hereby finds that the structures located at:

<u>Street Address</u>	<u>Legal Description</u>
722 West Avenue A	Lot 224 & the East 1/2 of Lot 226, Avenue A West, P. Riley's First Addition to the City of Hutchinson.
0000 East Avenue C	Lots 17, 19, 21, 23 & 25, Block 5, Hutchinson Investment Company's Second Addition to the City of Hutchinson.
417 East Avenue C	The North 135 ft of Lot 115, Avenue C East, Original Town to the City of Hutchinson.
514 East Avenue C	Tracts, S18, T23, R05W, commencing at the intersection of the center line of C Ave and the W line of Sec 18-23-5, the N 40 ft, the E 185 1/3 ft for POB, the N 185 ft, E 64 1/4 ft, the S 185 ft, the W 64 1/4 ft to POB.
1015 East Avenue C	Lots 1, 3, 5, 7 & 9, Block 4, Hutchinson Investment Company's Second Addition to the City of Hutchinson.
527 Carey St	Lots 49, 50 & 51, Block 2, Montrose Addition to the City of Hutchinson.
605 Carey St	Lot 1-4, Block 5, Montrose Addition to the City of Hutchinson.
615 Carey St	Lots 5-8, Block 5, Montrose Addition to the City of Hutchinson.
317 East Avenue D	Lots 87 & 89, Avenue D East, Original Town, Hutchinson.
628 East Avenue F	The South 109 ft of Lots 4 & 6, Block 4, Wilcox's Addition to the City of Hutchinson.
1117 Milcon St	Lots 54 & 55, Block 12, Orchard Park Fourth Addition to the City of Hutchinson.

218 South Reformatory St	Lots 24 & 26, Block 5, Hutchinson Investment Company, Second Addition to the City of Hutchinson.
724 West Sherman Ave	Lot 6 & 7, Butler's First Addition to the City of Hutchinson.
510 North Walnut St	The North 40 ft of Lot 12 and the North 40 ft of the West 1/2 of Lot 13, Block 12, Miller & Smith's Subdivision to the City of Hutchinson.
909 East 1st Ave	Lot 20, Block 2, Nelson's Addition of the City of Hutchinson.
1026 East 2nd Ave	Lots 32 & 34, Block 2 Hardy's Addition.
1501 East 4th Ave	Lots 1 & 2, Block 3, Ellsworth and Lawton's Third Addition to the City of Hutchinson.
723 East 7th Ave	Lots 53 & 55, Van Eman's Addition to the City of Hutchinson.
300 West 9th Ave	Lot 28 & the East half of Lot 27, Block 5, Orchard Addition to the City of Hutchinson.
1001 West 13th Ave	Lots 34 & 35 and the West 66 ft of the North 1 1/3 ft of Lot 33, Block 12, Orchard Park Fourth Addition to the City of Hutchinson.
1413 East 35th Ave	Lot 8, Block 2, Maple Manor #2 a Subdivision of a portion of the North 1/2 of the Southwest 1/4 of Section 32, Township 22 south, Range 5 West of the 6th P.M.

in the City of Hutchinson, Kansas are unsafe and dangerous and the Governing Body hereby directs such structures to be repaired or removed and the premises made safe and secure. The owners of such structures are hereby given 30 day notice from the date of publication of this Resolution within which to commence the repair or removal of the structure(s) and if such owners fail to commence the repair or removal of the structure(s) within the stated time or fail diligently to prosecute the same until the work is completed, the Governing Body will cause the structures to be razed and removed, and the cost of such razing and removing, less salvage if any, be assessed as a special assessment against the lots upon which the structures are located, all as provided by law.

BE IT FURTHER RESOLVED that the City Clerk shall cause this resolution to be published once in the official City paper and a copy mailed to the owners, agents, lien holders, and occupants as provided by law.

ADOPTED BY THE GOVERNING BODY THIS 21st day of June, 2016.

Jon Daveline, Mayor

ATTEST:

SEAL

Karen Weltmer, City Clerk

APPROVED AS TO FORM:

Paul W. Brown, City Attorney

Article VII-Unsafe and Dangerous Structures

Sec. 21-703 Procedure for repair or demolition - Notice and hearing.

c. On the date fixed for the hearing or any adjournment thereof, the governing body shall hear all evidence submitted by the owner, his agent, lien holders of record or occupants having an interest in such structure, as well as evidence submitted by the enforcing officer filing the statement, and shall make findings by resolution. If the governing body finds that such structure is unsafe or dangerous, such resolution shall direct that the structure be repaired or removed and the premises made safe and secure. Such resolution shall be published once in the official city newspaper and a copy mailed to the owner, agent, lien holders of record and occupants, in the same manner as provided for the notice of hearing. Such resolution shall be filed with the Register of Deeds at the Courthouse and will become part of the legal record of the property. The resolution shall fix a reasonable time within which the repair or removal of such structure shall be commenced and shall require a cash bond to be provided by the property owner, in an amount to be determined by the enforcing officer, sufficient to cover costs of removal of the structure by the City and shall include a statement that if the owner of such structure fails to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed, or repaired. The maximum time allowed for repair or demolition shall be 120 days, unless extended by the City Council.

(§c Ord. 2003-05, Adop. 1/28/03; Ord. 7511, Adop. 2/23/96)



CITY COUNCIL AGENDA REPORT

DATE: June 14, 2016

SUBMITTED BY: Jana McCarron, AICP
Director of Planning and Development

Amy Denker, Housing Program Coordinator *AD*

Trent Maxwell, Chief Building Official *TJM*

COUNCIL COMMUNICATION	
FOR MEETING OF	June 21, 2016
AGENDA ITEM	7a
FOR ACTION	✓
INFORMATION ONLY	

REQUEST: Case #16-HOU-16b

Consider Amendments to Article XI, Chapter 21, Residential Rental Registration & Inspection

CITY COUNCIL ACTION REQUIRED:

The City Council may (approve/modify and approve/return to staff) an ordinance amending Article XI, Chapter 21, Residential Rental Registration and Inspection of the Code of the City of Hutchinson.

BACKGROUND:

On April 7, 2015, City Council adopted a Residential Rental Registration and Inspection Program to include mandatory inspections of the interior and exterior of residential rental units. The program was amended on July 21, 2015 to allow for an exemption for properties that were offered for "let" (typically to family members) and not rented. In February 16, 2016, Investment Resource Corporation (IRC) requested amendments that would exempt HUD-inspected units from the program. That amendment was not approved, however, City Council did approve deferral of inspections for newly-constructed units for a period of six years, which was also part of the IRC's request.

On May 17, 2016, Governor Brownback signed legislation requiring consent of the "lawful occupant" of a rental unit prior to performing interior inspections. This legislation requires the City to modify its residential rental registration and inspection program. Subsequently, on May 25, 2016, the Housing Commission considered options for amending the program and recommended the City Council consider the following amendments:

1. Amend the program to continue mandatory exterior inspections and interior inspections, with the consent of the lawful occupant.
2. Make no amendments to the registration fee, using excess revenues for tenant/landlord education and for expanding housing rehabilitation program funding to include rental units.

On June 2, 2016, City Council held a Special Meeting to consider the Housing Commission's recommendation and provide direction to Staff for preparation of an Ordinance amending the program. Council accepted the recommendation of the Housing Commission for inspections, but opted to reduce registration fees. Council also requested a sunset be placed on the program.

ANALYSIS:

The amended ordinance is included at **Exhibit 1**. A summary of the proposed amendments is listed below. A draft Inspection Consent Form can be found at **Exhibit 2**.

Change	Type	Discussion
"Lawful Occupant" defined (Definitions)	Addition	This addition was made in order to reflect state statute.
Unregistered unit penalty reduced to \$20 (21-1103.a.1)	Change	This revision reduces the penalty for failing to register a unit. The previous penalty was \$50 per month for each month a unit was unregistered. This penalty assisted us with getting a high compliance rate with program setup but Staff does not believe it is warranted on an ongoing basis.
Unregistered units deemed to be in violation of the ordinance (21-1103.a.1)	Change	This change reflects the change in state statute. Since we will not be able to inspect the interior of units, deeming a unit uninhabitable because it is not registered is not supportable. Failure to register would be deemed a misdemeanor.
Rental registration fees reduced (21-1103.e.)	Change	Registration fees reduced to better reflect the cost of service.
Unregistered rental units classified as Class C misdemeanor (21-1104)	Change	Unregistered units classified as a Class C misdemeanor rather than uninhabitable. This reflects the change in state statute since mandatory interior inspections are no longer allowed without tenant consent.
Exterior rental inspections required (21-1105.a.)	Change	Changed to require mandatory inspections for the exterior of units only. Also removes the three year cycle, as the program is set to expire in three years.
Interior rental inspections (21-1105.b.)	Change	Interior rental inspections performed with consent of the lawful occupant or upon consent of the landlord if a unit is vacant.
Tenant consent (21-1105.d.)	Addition	This addition includes sending a consent form to tenants to authorize interior inspection, as required by state statute.
Certificate of rental compliance (21-1106.a.)	Change	Certificate of rental compliance has been changed to "certificate of rental compliance: exterior" and "certificate of rental compliance: exterior and interior" to reflect state statute changes.
Inspection results (21-1106.c.)	Change	Inspection results changed from "posted on website" to "made available to the public" pursuant to the Kansas Open Records Act. This change was made on the advice of the City Attorney. If these can be posted under the act, the City intends to do so.
Program termination (21-1108)	Addition	This section terminates the program effective December 31, 2019 unless specifically authorized to be continued by City Council.

FINANCIAL IMPACT:

The changes will result in fewer revenues to the City, but should still adequately support the program and education efforts.

NEXT STEPS:

Should the City Council approve the proposed ordinance, staff will work with the City's software vendor to make changes to the fee structure and other programmatic changes. Exterior-only inspections (unless consent by the lawful occupant is obtained) will begin July 1, 2016 in order to comply with state statute.

EXHIBITS:

- 1 – Amended Ordinance
- 2 – Draft Inspection Consent Form

Exhibit 1:
Amended Ordinance

Introduced: June 21, 2016
Passed: June 21, 2016
Published: June 24, 2016

ORDINANCE NO 2016-_____

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF ARTICLE XI,
RESIDENTIAL RENTAL REGISTRATION AND INSPECTION OF
CHAPTER 21 OF THE CODE OF THE CITY OF HUTCHINSON,
KANSAS**

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

Section 1. That Section 21-1102, Title and Definitions be amended as follows:

Sec. 21-1102. Title and Definitions

a. **Title.** This article shall be known as the "Rental Registration and Inspection Program" of the City and may be cited as such.

b. **Definitions.** The following words and phrases shall, for the purposes of this article, have the meaning ascribed to them herein, unless the context clearly requires otherwise.

1. **"Building Official"** means the City of Hutchinson Building Official or designee.

2. **"Director of Planning and Development"** means the Director of the Planning and Development Department for the City of Hutchinson or designee.

3. **"Dwelling Unit"** means one room or a suite of two or more rooms designed for or used for **living** and sleeping purposes. Each of said units shall have a restroom and kitchen.

4. **"Inspections Department"** means the Inspections Department of the City of Hutchinson, Kansas.

5. **"Landlord"** means the Owner of property that is offered for Rent, as defined by this article.

6. **"Lawful Occupant"** shall mean a tenant that is lawfully authorized to Occupy a Residential Rental Unit, as defined herein.

7. **“Let”** means to provide or to offer for possession or Occupancy a Dwelling Unit to a Tenant for no consideration.

8. **“Occupancy”** or **“Occupy”** means residing or sleeping at a Dwelling Unit the majority of a person’s time.

9. **“Owner”** means the individual or individual(s), natural or corporate, in possession of lawful title to real property. As used in this Article, Owner may also include Resident Agent.

10. **“Premises”** shall mean a lot, or contiguous lots under common ownership, together with all buildings, structures and appurtenances existing thereon.

11. **“Re-inspection”** means any subsequent inspection conducted for the purpose of verifying that any violations reported during any inspection have been remediated.

12. **“Rent”** means to provide or to offer for possession or Occupancy a Dwelling Unit to a Tenant for consideration, pursuant to a written, oral or implied agreement.

13. **“Resident Agent”** means any person or business entity located or residing within Reno County, Kansas, who has been authorized to carry out transactions, as required under this Article, on behalf of the Owner.

14. **“Residential Rental Unit”** means any Premises having one or more Dwelling Units that are Rented to one or more Tenants.

15. **“Tenant”** means any person who Occupies a Dwelling Unit, other than the Owner or any person residing with the Owner.

Section 2. That Section 21-1103, Residential rental registration required be amended as follows:

Sec. 21-1103. Residential rental registration required.

a. **Registration required.** On or after April 1, 2016, no owner of property located within the City Limits of the City of Hutchinson shall rent to a tenant any dwelling unit or portion thereof, as defined by this Article, without registering said unit with the Director of Planning and Development.

1. Failure to register a residential rental unit within a given calendar year by the rental registration deadline for that year shall result in a \$20 administration fee per month for each month that a unit is used as a rental and goes unregistered. Units not registered by June 30, 2016 shall be in violation

of this ordinance and the provisions of Hutchinson City Code Section 21-1104 shall apply.

b. In the case of multiple owners of any residential rental unit subject to this article, it shall be sufficient for any one of the owners to register said unit.

c. Beginning January 1, 2017, residential rental units shall be registered annually, on or before January 31st of each year.

d. Landlords who reside more than 100 miles from the City of Hutchinson shall be required to identify a resident agent who resides within Reno County and who will be held responsible for ensuring compliance with registration and other provisions of Article XI.

e. The annual registration fee shall be based upon the type of residential rental unit according to the following schedule:

Rental Registration Fee Schedule	
Single Family Dwelling Unit	\$20 per unit
Other Dwelling Unit	\$20 per unit
Duplex/Triplex	\$20 per unit
Apartments	\$15 per unit

f. Rental registration shall be accomplished via forms provided by the Director of Planning and Development.

g. The Director of Planning and Development shall provide confirmation of registration to all registrants.

h. Exemptions. The following types of units are exempt from this article and do not require registration:

1. Hotels and motels.

2. Any residential unit that is occupied by the owner, provided that units that are not occupied by the owner but are located within the same building or complex, shall be registered.

3. The following transient / congregate care uses, provided said uses have obtained the appropriate approvals and licenses, as defined by the International Building Code, including:

- a) Bed and breakfasts
- b) Campgrounds
- c) Group homes or Adult care homes
- d) Assisted living facilities

- e) Extended care, Dependent living or Nursing care facilities
- f) Extended stay lodging
- g) Dormitories, if owned by an educational institution licensed by the State of Kansas
- h) Parsonages, if located on the same premises as the place of religious assembly

4. Properties on Land Contract.

5. Properties where the unit is offered by "Let" and no rental agreement is in place.

Section 3. That Section 21-1104, Unregistered units be amended as follows:

Sec. 21-1104. Unregistered units.

It is unlawful for any person to rent to another, offer for rent or allow to be occupied any rental dwelling unit without first registering said unit as required in Sec. 21-1103. Violation of this section is a Class C misdemeanor, punishable as provided in Hutchinson City Code Sections 24-901 and 24-902. Each rental of an unregistered dwelling unit shall be deemed a separate offense.

Section 4. That Section 21-1105, Rental inspection program be amended as follows:

Sec. 21-1105. Rental inspection program.

a. The exterior of all residential rental units registered in accordance with this Article shall be inspected by the Building Official.

b. The interior of residential rental units registered under this Article shall be inspected upon consent of the lawful occupant of the residential rental unit or upon consent of the landlord, should a unit be vacant.

c. Residential rental units shall be inspected for compliance with the International Property Maintenance Code, as amended by the City of Hutchinson, and shall include any and all common areas.

d. The Building Official shall notify landlords of all residential rental units scheduled for inspection during a given calendar year. Notification shall be made by first class mail, email or text, dependent upon the notification method selected by the landlord or resident agent. Tenants will also be notified and given the option to sign a consent form authorizing an interior inspection of the unit.

e. For new construction, the Certificate of Occupancy shall count as the initial inspection and a deferral from inspection shall be granted for a period of up to six years from the date of Certificate of Occupancy. Annual rental unit registration is still required during any deferral period.

Section 5. That Section 21-1106, Rental inspection results and re-inspection be amended as follows:

Sec. 21-1106. Rental inspection results and re-inspection.

a. Residential rental units that pass exterior inspection only shall receive a “certificate of rental compliance: exterior” from the Building Official. Residential rental units that pass both interior and exterior inspections shall receive a “certificate of rental compliance: exterior and interior” from the Building Official. Notices shall be delivered by first class mail or email.

b. Residential rental units that do not pass inspection shall receive a “notice of rental non-compliance” from the Building Official; said notice will detail noted deficiencies. Notices shall be delivered by first class mail.

1. The landlord shall have up to 30 days to correct noted deficiencies.

2. Re-inspection will occur on or before the compliance deadline.

3. No fee will be charged for the initial re-inspection. If the residential rental unit passes inspection on the first re-inspection, a “certificate of rental compliance”, as provided for in this section, shall be issued.

4. If the noted deficiencies are not corrected at the time of the first re-inspection, the Building Official will work with the landlord to achieve compliance within a reasonable timeframe. If compliance is not obtained within a reasonable timeframe, normal enforcement procedures will be followed as provided in the adopted building codes of the City of Hutchinson.

5. The Building Official may charge a re-inspection fee of \$25 for those residential rental units requiring multiple re-inspections.

6. Normal enforcement procedures of the Inspections Department shall be invoked for those residential rental units that are deemed uninhabitable upon initial or subsequent inspection.

c. Results of residential rental unit inspections shall be made available to the public pursuant to the Kansas Open Records Act.

Section 6. That Section 21-1108, Program Termination be added as follows:

Sec. 21-1108. Program Termination.

The residential rental registration and inspection program shall terminate on December 31, 2019 unless specific authorization by the Governing Body of the City of Hutchinson is made to continue the provisions thereof.

Section 7. That the existing Hutchinson City Code Sections 21-1102, 21-1103, 21-1104, 21-1105, 21-1106 and 21-1108 are hereby repealed.

Section 8. That all other sections of Article XI. Residential Rental Registration and Inspection of Chapter 21 shall remain in full force and effect.

Section 9. This ordinance shall take effect and be in force from and after its passage and publication once in the official City newspaper.

PASSED BY THE GOVERNING BODY, this 21st day of June, 2016, for the City of Hutchinson, Kansas.

Jon Daveline, Mayor

ATTEST:

Karen Weltmer, City Clerk

EXHIBIT 2



MAILING ADDRESS: PO BOX 1567, Hutchinson KS 67504-1567
620.694.2639 ~ www.hutchgov.com ~ rentalinspection@hutchgov.com

Inspection Consent Form

Inspection consent is granted for the dwelling unit located at:

(Full Street Address, Including Unit Number)

I, _____, certify I am a lawful occupant of the above identified rental dwelling unit. I have been informed by the City of Hutchinson about the Rental Registration and Inspection Ordinance, codified as amended at Chapter 21, Article XI of the City Code, which requires the City to perform periodic exterior inspections of residential rental property. I understand that, as part of the program, interior inspections may be performed with tenant consent. Therefore, my signature below acknowledges:

1. I hereby knowingly and voluntarily give my consent to the City of Hutchinson to conduct an interior inspection of my dwelling unit.
2. I understand that the purpose of the inspection is narrowly focused to ensure that the dwelling unit is in compliance with the minimum property maintenance standards established by the International Property Maintenance Code, as amended by the City of Hutchinson.
3. I also understand that, if violations of the City Code are discovered, the responsibility for correcting defects lies with the Landlord. A re-inspection may be needed to ensure violations have been corrected.
4. I understand that my landlord or my landlord's property agent may accompany the Housing Inspector during any inspection or re-inspection.
5. I understand that I have the right to refuse consent to an interior inspection.

Tenant Signature

Date

COUNCIL COMMUNICATION	
FOR MEETING OF	6/21/2016
AGENDA ITEM	7b
FOR ACTION	X
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager
FROM: Paul W. Brown, City Attorney *PWB*
DATE: June 16, 2016
RE: Ordinance amending Section 22-102 Court Costs

The State of Kansas has raised the fee by \$2.50 per case for the Kansas Commission on Peace Officer Standards and Training Fund beginning July 1, 2016. In order to avoid a reduction in the amount of Court costs received by the City of Hutchinson, City staff proposes a two dollar (\$2.00) increase in the total Court costs assessed by the Hutchinson Municipal Court.

RECOMMENDATION:

Motion to **approve** an Ordinance amending Section 22-102 of the Code of City of Hutchinson, Kansas, relating to Court costs in Municipal Court; and authorize the Mayor to sign.

PWB:lso

Introduced: June 21, 2016
Passed: June 21, 2016
Published: June 24, 2016

ORDINANCE NO. 2016 - _____

AN ORDINANCE AMENDING SECTION 22-102 OF THE CODE OF THE CITY OF HUTCHINSON, KANSAS, RELATING TO COURT COSTS IN MUNICIPAL COURT.

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

Section 1. That Section 22-102 of the Hutchinson City Code be amended to read:

Sec. 22-102 Court costs.

a. Costs in cases before the Municipal Court Judge. There is established the following schedule of court costs to be assessed by the Municipal Court:

1. A cost of seventy-nine dollars (\$79.00) shall be assessed against each accused person who enters a plea of guilty or nolo contendere to, or is found guilty of, the violation of any provision of this code, which shall include and not be in addition to any of the costs specified under K.S.A. 12-4112, as the same now provides or as the same may hereafter be amended, except for witness fees and mileage; provided that no costs shall be assessed for a violation involving a charge of violating a section of the code that involves a parking violation, other than a charge alleging violation of a regulation relating to handicapped parking; and

2. A cost of fifty dollars (\$50.00) shall be assessed against each defendant for whom a warrant is issued pursuant to K.S.A. 12-4209.

b. Commitment upon failure to pay fine, penalty or costs.

Any person convicted of violating any provision of this code or other ordinance of the city and sentenced to pay any fine, penalty or costs, who shall fail or refuse, without just cause, to pay the same, or any person sentenced to imprisonment, shall stand committed and be confined in the county jail in the discretion of the court until such fine or penalty and costs are paid or until such sentence has been served.

Section 2. This ordinance after its passage and publication of the summary once in the official City newspaper shall take effect and be in force from and after July 1, 2016.

PASSED BY THE GOVERNING BODY this 21st day of June, 2016, for the City of Hutchinson.

Jon Daveline, Mayor

ATTEST:

Karen Weltmer, City Clerk

COUNCIL COMMUNICATION	
FOR MEETING OF	6/21/2016
AGENDA ITEM	7c
FOR ACTION	X
INFORMATION ONLY	

Law Department Interoffice Memorandum

TO: John Deardoff, City Manager

FROM: Paul W. Brown, City Attorney *PWB*

DATE: June 16, 2016

RE: New proposed Article XII. Insurance Proceeds Fund

The attached proposed Ordinance is for the purpose of instituting the modifications made to K.S.A. 40-3901, et. seq., by the 2016 Kansas legislature. A copy of House Bill No. 2446 has been included with the proposed Ordinance detailing the statutory amendments.

Primarily, there are two changes. The insurance proceeds are no longer limited to instances of fire, explosion or wind storm. Secondly, the time periods have been extended from 20 to 30 days and from 30 to 45 days for actions taken by the building official under Article XII.

RECOMMENDATION:

Motion to **approve** the Ordinance concerning payment of insurance proceeds, establishing a new Article XII of Chapter 21 of the Hutchinson City Code; repealing the existing Article XII. Insurance Proceeds Fund of Chapter 21 of the Hutchinson City Code; repealing Ordinance No. 7557; and authorize the Mayor to sign.

PWB:iso

Introduced: June 21, 2016
Passed: June 21, 2016
Published: June 24, 2016

ORDINANCE NO. 2016 - _____

AN ORDINANCE CONCERNING PAYMENT OF INSURANCE PROCEEDS, ESTABLISHING A NEW ARTICLE XII OF CHAPTER 21 OF THE HUTCHINSON CITY CODE; AND REPEALING THE EXISTING ARTICLE XII. INSURANCE PROCEEDS FUND OF CHAPTER 21 OF THE HUTCHINSON CITY CODE; AND REPEALING ORDINANCE NO. 7557.

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

Section 1. That a new Article XII. Insurance Proceeds Fund of Chapter 21 of the Hutchinson City Code is hereby established as follows:

Article XII. Insurance Proceeds Fund

Sec. 21-1201. Scope and Application.

The city is hereby authorized to utilize the procedures established by K.S.A. 40-3901 et. seq., whereby no insurance company shall pay a claim of a named insured for loss or damage to any building or other structure located within the city, where the amount recoverable for the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy covering such building or other insured structure, unless there is compliance with the procedures set out in this chapter.

Sec. 21-1202. Lien Created.

The governing body of the city hereby creates a lien in favor of the city on the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure located within the city, where the amount recoverable for all the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy(s) covering such building or other insured structure. The lien arises upon any unpaid tax, special ad valorem levy, or any other charge imposed upon real property by or on behalf of the city which is an encumbrance on real property, whether or not evidenced by written instrument, or such tax, levy, assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of loss.

Sec. 21-1203. Same; Encumbrances.

Prior to final settlement on any claim covered by Sec. 21-1202, the insurer or insurers shall contact the county treasurer, Reno County, Kansas, to determine whether any such encumbrances are presently in existence. If the same are found to exist, the insurer or insurers shall execute and transmit in an amount equal to that owing under the encumbrances a draft payable to the county treasurer, Reno County, Kansas

Sec. 21-1204. Same; Pro Rata Basis.

Such transfer of proceeds shall be on a pro rata basis by all insurance companies insuring the building or other structure.

Sec. 21-1205. Procedure.

(a) When final settlement on a covered claim has been agreed to or arrived at between the named insured or insureds and the company or companies, and the final settlement exceeds 75 percent of the face value of the policy covering any building or other insured structure, and when all amounts due the holder of a first real estate mortgage against the building or other structure, pursuant to the terms of the policy and endorsements thereto, shall have been paid, the insurance company or companies shall execute a draft payable to the city treasurer in an amount equal to the sum of 15 percent of the covered claim payment unless the building official of the city has issued a certificate to the insurance company or companies that the insured has removed the damaged building or other structure, as well as all associated debris, or repaired, rebuilt, or otherwise made the premises safe and secure;

(b) Such transfer of funds shall be on a pro rata basis by all companies insuring the building or other structure. Policy proceeds remaining after the transfer to the city shall be disbursed in accordance with the policy terms; and

(c) Upon the transfer of the funds as required by subsection (a) of this section, the insurance company shall provide the city with the name and address of the named insured or insureds, the total insurance coverage applicable to said building or other structure, and the amount of the final settlement agreed to or arrived at between the insurance company or companies and the insured or insureds, whereupon the building official shall contact the named insured or insureds by certified mail, return receipt requested, notifying them that said insurance proceeds have been received by the city and apprise them of the procedures to be followed under this chapter.

Sec. 21-1206. Fund Created; Deposit of Moneys.

The city treasurer is hereby authorized and shall create a fund to be known as the "Insurance Proceeds Fund." All moneys received by the city treasurer as provided for by this chapter shall be placed in said fund and deposited in an interest-bearing account.

Sec. 21-1207. Building Official; Investigation, Removal of Structure.

(a) Upon receipt of moneys as provided for by this chapter, the city treasurer shall immediately notify the building official of said receipt, and transmit all documentation received from the insurance company or companies to the building official;

(b) Within 30 days of the receipt of said moneys, the building official shall determine, after prior investigation, whether the city shall instigate proceedings under the provisions of K.S.A. 12-1750 et. seq., as amended;

(c) Prior to the expiration of the 30 days established by subsection (b) of this section, the building official shall notify the city treasurer whether he or she intends to initiate proceedings under K.S.A. 12-1750 et. seq., as amended;

(d) If the building official has determined that proceedings under K.S.A. 12-1750 et. seq., as amended shall be initiated, he or she will do so immediately but no later than 45 days after receipt of the moneys by the city treasurer; and

(e) Upon notification to the city treasurer by the building official that no proceedings shall be initiated under K.S.A. 12-1750 et. seq., as amended, the city treasurer shall return all such moneys received, plus accrued interest, to the insured or insureds as identified in the communication from the insurance company or companies. Such return shall be accomplished within 45 days of the receipt of the moneys from the insurance company or companies.

Sec. 21-1208. Removal of Structure; Excess Moneys.

If the building official has proceeded under the provisions of K.S.A. 12-1750 et. seq., as amended, all moneys in excess of that which is ultimately necessary to comply with the provisions for the removal of the building or structure, less salvage value, if any, shall be paid to the insured.

Sec. 21-1209. Same; Disposition of Funds.

If the building official, with regard to a building or other structure damaged, determines that it is necessary to act under K.S.A. 12-1756, any proceeds received by the city treasurer under the authority of Sec. 21-1205(a) relating to that building or other structure shall be used to reimburse the city for any expenses incurred by the city in proceeding under K.S.A. 12-1756. Upon reimbursement from the insurance proceeds, the building official shall immediately effect the release of the lien resulting therefrom. Should the expenses incurred by the city exceed the insurance proceeds paid over to the city treasurer under Sec. 21-1205(a), the building official shall publish a new lien as authorized by K.S.A. 12-1756, in an amount equal to such excess expenses incurred.

Sec. 21-1210. Effect upon Insurance Policies.

This article shall not make the city a party to any insurance contract, nor is the insurer liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.

Sec. 21-1211. Insurers; Liability.

Insurers complying with this chapter or attempting in good faith to comply with this chapter shall be immune from civil and criminal liability and such action shall not be deemed in violation of K.S.A. 40-2404 and any amendments thereto, including withholding payment of any insurance proceeds pursuant to this chapter, or releasing or disclosing any information pursuant to this chapter.

Section 2. That the existing Article XII. Insurance Proceeds Fund of Chapter 21 of the Hutchinson City Code and Ordinance No. 7557 are hereby repealed.

Section 3. This ordinance, after its passage and publication once in the official City newspaper, shall take effect and be in force from and after July 1, 2016.

PASSED BY THE GOVERNING BODY this 21st day of June, 2016, for the City of Hutchinson.

Jon Daveline, Mayor

ATTEST:

Karen Weltmer, City Clerk

HOUSE BILL No. 2446

AN ACT concerning insurance; relating to motor vehicle liability insurance; increasing minimum policy limit for property damage; payment of certain insurance proceeds; cities and counties; amending K.S.A. 40-3107, 40-3901, 40-3902, 40-3903, 40-3904, 40-3905 and 40-3907 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

Section 1. On January 1, 2017, K.S.A. 40-3107 is hereby amended to read as follows: 40-3107. Every policy of motor vehicle liability insurance issued or renewed on or after January 1, 2017, by an insurer to an owner residing in this state shall:

(a) designate by explicit description or by appropriate reference of all vehicles with respect to which coverage is to be granted;

(b) insure the person named and any other person, as insured, using any such vehicle with the expressed or implied consent of such named insured, against loss from the liability imposed by law for damages arising out of the ownership, maintenance or use of any such vehicle within the United States of America or the Dominion of Canada, subject to the limits stated in such policy;

(c) state the name and address of the named insured, the coverage afforded by the policy, the premium charged and the policy period;

(d) contain an agreement or be endorsed that insurance is provided in accordance with the coverage required by this act;

(e) contain stated limits of liability, exclusive of interest and costs, with respect to each vehicle for which coverage is granted, not less than \$25,000 because of bodily injury to, or death of, one person in any one accident and, subject to the limit for one person, to a limit of not less than \$50,000 because of bodily injury to, or death of, two or more persons in any one accident, and to a limit of not less than ~~\$10,000~~ \$25,000 because of harm to or destruction of property of others in any one accident;

(f) include personal injury protection benefits to the named insured, relatives residing in the same household, persons operating the insured motor vehicle, passengers in such motor vehicle and other persons struck by such motor vehicle and suffering bodily injury while not an occupant of a motor vehicle, not exceeding the limits prescribed for each of such benefits, for loss sustained by any such person as a result of injury. The owner of a motorcycle, as defined by K.S.A. 8-1438, and amendments thereto or motor-driven cycle, defined by K.S.A. 8-1439, and amendments thereto, who is the named insured, shall have the right to reject in writing insurance coverage including such benefits for injury to a person which occurs while the named insured is operating or is a passenger on such motorcycle or motor-driven cycle; and unless the named insured requests such coverage in writing, such coverage need not be provided in or supplemental to a renewal policy when the named insured has rejected the coverage in connection with a policy previously issued by the same insurer. The fact that the insured has rejected such coverage shall not cause such motorcycle or motor-driven cycle to be an uninsured motor vehicle;

(g) notwithstanding any omitted or inconsistent language, any contract of insurance which an insurer represents as or which purports to be a motor vehicle liability insurance policy meeting the requirements of this act shall be construed to obligate the insurer to meet all the mandatory requirements and obligations of this act;

(h) notwithstanding any other provision contained in this section, any insurer may exclude coverage required by subsections (a), (b), (c) and (d) of this section while any insured vehicles are:

(1) Rented to others or used to carry persons for a charge, however, such exclusion shall not apply to the use of a private passenger car on a share the expense basis; or

(2) being repaired, serviced or used by any person employed or engaged in any way in the automobile business. This does not apply to the named insured, spouse or relative residents; or the agents, employers, employees or partners of the named insured, spouse or resident relative; and

(i) in addition to the provisions of subsection (h) and notwithstanding any other provision contained in subsections (a), (b), (c) and (d) of this section, any insurer may exclude coverage:

(1) For any damages for which the United States government might be liable for the insured's use of the vehicle;

(2) for any damages to property owned by, rented to, or in charge of

or transported by an insured, however, this exclusion shall not apply to coverage for a rented residence or rented private garage;

(3) for any obligation of an insured, or the insured's insurer under any type of workers' compensation or disability or similar law;

(4) for liability assumed by an insured under any contract or agreement;

(5) if two or more vehicle liability policies apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability;

(6) for any damages arising from an intentional act;

(7) for any damages to any person who would be covered for such damages under a nuclear energy liability policy;

(8) for any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee by accident arising out of and in the course of such employee's employment;

(9) for bodily injury to any fellow employee of the insured arising out of and in the course of such employee's employment;

(10) for bodily injury or property damage resulting from the handling of property:

(A) Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto; or

(B) after it is moved from the covered auto to the place where it is finally delivered by the insured;

(11) for bodily injury or property damage resulting from the movement of property by a mechanical device, other than a hand truck, not attached to the covered auto; and

(12) for bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants; however, this exclusion does not apply if the discharge is sudden and accidental.

(j) *Commencing with the 2026 legislative interim period, and at least every 10 years thereafter, subject to authorization by the legislative coordinating council, a legislative interim study committee shall study the issue of whether the minimum limits of liability in subsection (e) should be adjusted.*

~~Sec. 2. K.S.A. 40-3901 is hereby amended to read as follows: 40-3901.~~

~~(a) The governing body of any city is hereby authorized to establish, by ordinance, a procedure for the payment of not to exceed 15% of the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure, caused by or arising out of any fire, explosion or windstorm. The ordinance shall apply only to a covered claim payment which is in excess of 75% of the face value of the policy covering a building or other insured structure.~~

~~(b) The insurer first shall pay all amounts due the holder of a first real estate mortgage against the building or other structure pursuant to the terms of the policy and endorsements thereto and then shall withhold from the covered claim payment a sum not to exceed the amount authorized pursuant to subsection (a) and shall pay such moneys to the city to deposit into an interest-bearing account, unless the city has issued a certificate pursuant to K.S.A. 40-3906, and amendments thereto.~~

~~(c) The city shall release the insured's proceeds and any interest which has accrued on such proceeds received under subsection (b) within 45 days after receipt of such moneys, unless the city has instituted legal proceedings under the provisions of K.S.A. 12-1752, and amendments thereto. If the city has proceeded under the provisions of K.S.A. 12-1752, and amendments thereto, all moneys in excess of that necessary to comply with the provisions of K.S.A. 12-1750 et seq., and amendments thereto, for the removal of the building or structure, less salvage value, shall be paid to the insured.~~

Sec. 3. K.S.A. 40-3902 is hereby amended to read as follows: 40-3902. The governing body of any city is hereby authorized to create, by ordinance, a lien in favor of any such city in the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure, caused by or arising out of any fire, explosion or windstorms. The lien arises upon any unpaid tax, special ad valorem levy, special assessment or other charge imposed upon real property by or on behalf of the city which is an encumbrance on real property, whether or not evidenced by written instrument, or such tax, levy, as-

assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of loss.

Sec. 4. K.S.A. 40-3903 is hereby amended to read as follows: 40-3903. (a) The governing body of any county is hereby authorized to establish, by resolution, a procedure for the payment of not to exceed 15% of the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure, ~~caused by or arising out of any fire, explosion or windstorm.~~ The resolution shall not apply to cities which have adopted an ordinance under the provisions of K.S.A. 40-3901, and amendments thereto. The resolution shall apply only to a covered claim payment which is in excess of 75% of the face value of the policy covering a building or other insured structure.

(b) The insurer first shall pay all amounts due the holder of a first real estate mortgage against the building or other structure pursuant to the terms of the policy and endorsements thereto and then shall withhold from the covered claim payment of the sum not to exceed the amount authorized pursuant to subsection (a) and shall pay such moneys to the county to deposit into an interest-bearing account, unless the city has issued a certificate pursuant to K.S.A. 40-3906, and amendments thereto.

(c) The county shall release the insured's proceeds and any interest which has accrued on such proceeds received under subsection (b) within ~~90~~ 45 days after receipt of such moneys, unless the county has instituted legal proceedings, using the procedure under K.S.A. 12-1752, and amendments thereto, insofar as the same can be made applicable. If the county has instituted legal proceedings, all moneys in excess of that necessary for the removal of the building or structure, less salvage value, shall be paid to the insured.

Sec. 5. K.S.A. 40-3904 is hereby amended to read as follows: 40-3904. The governing body of any county is hereby authorized to create, by resolution, a lien in favor of any such county in the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure, ~~caused by or arising out of any fire, explosion or windstorms.~~ The lien arises upon any unpaid tax, special ad valorem levy, special assessment or other charge imposed upon real property by or on behalf of the county which is an encumbrance on real property, whether or not evidenced by written instrument, or such tax, levy, assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of loss. This resolution shall not apply to cities which have adopted an ordinance under the provisions of K.S.A. 40-3902, and amendments thereto.

Sec. 6. K.S.A. 40-3905 is hereby amended to read as follows: 40-3905. Every city or county which adopts an ordinance or resolution under the provisions of K.S.A. 40-3901 through 40-3904, and amendments thereto, shall notify the commissioner of insurance. At least once each quarter of each calendar year, the commissioner shall prepare and distribute a list of all cities and counties adopting an ordinance or resolution under the provisions of this act during the preceding quarter to all insurance companies which issue policies insuring buildings and other structures against ~~loss by fire, explosion or windstorms.~~ Insurance companies shall have 60 days after the commissioner notifies them of the adoption of such ordinance or resolution to establish procedures within such cities or counties to carry out the provisions of this act.

Sec. 7. K.S.A. 40-3907 is hereby amended to read as follows: 40-3907. This act shall apply to ~~fire or explosion~~ all covered claims arising ~~on from~~ damage to all buildings or structures.

Sec. 8. K.S.A. 40-3901, 40-3902, 40-3903, 40-3904, 40-3905 and 40-3907 are hereby repealed.

Sec. 9. On January 1, 2017, K.S.A. 40-3107 is hereby repealed.

Sec. 10. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the HOUSE, and was adopted by that body

HOUSE adopted
Conference Committee Report _____

Speaker of the House.

Chief Clerk of the House.

Passed the SENATE
as amended _____

SENATE adopted
Conference Committee Report _____

President of the Senate.

Secretary of the Senate.

APPROVED _____

Governor.



CITY COUNCIL AGENDA REPORT

DATE: June 14, 2016

SUBMITTED BY: Casey Jones, AICP, CFM, Senior Planner *CJ*

COUNCIL COMMUNICATION	
FOR MEETING OF	June 21, 2016
AGENDA ITEM	<i>8a</i>
FOR ACTION	✓
INFORMATION ONLY	

REQUEST: Case #16-SDF-05
Request for approval of the final plat for Pine Hill Second, a replat of Lots 2 and 3, Block A, Pine Hill.

CITY COUNCIL ACTION REQUIRED:

Motion to (accept and approve/amend and approve/deny/return to the Planning Commission for further review) the recommendation of the Planning Commission to approve the final plat for the Pine Hill Second subdivision with the conditions as presented.

PLANNING COMMISSION RECOMMENDATION:

On June 7, 2016, the Hutchinson Planning Commission recommended approval of the Pine Hill Second final plat to the City Council by a vote of 7-0, subject to the following *Staff Recommended Conditions of Approval:*

1. Revised Final Plat Drawing. A revised Final Plat drawing showing the missing telephone easement for Lot 4 shall be provided. Said revised plat drawing shall be due to the City a minimum of 12 days prior to the desired City Council meeting for consideration of the Final Plat.

The applicant has revised the final plat to provide a note indicating that the existing, underground telephone utilities on Lot 4 will be relocated to the shown utility easement on Lot 4.

2. Reservations, Restrictions and Protective Covenants. The applicant shall record amended Reservations, Restrictions and Protective Covenants removing the prohibition from splitting lots in this subdivision. Said recordation shall occur prior to recording of the Final Plat for this subdivision.

The amended covenants are attached as Exhibit 5. Proof of recordation has not been provided as of 4:00 p.m., 6/14/2016.

3. Signed and Notarized Mylar. A signed and notarized mylar shall be provided to the City a minimum of 12 days prior to the desired City Council meeting for consideration of the Final Plat.

This has not been provided as of 4:00 p.m., 6/14/2016.

4. Proof of Paid Taxes and Special Assessments. A signed certification of paid taxes from the Reno County Treasurer shall be provided a minimum of 7 days prior to the desired City Council meeting for consideration of the Final Plat.

This has not been provided as of 4:00 p.m., 6/14/2016.

5. Check for Recording Fee. A check in the amount of \$26.00 made payable to the "Reno County Register of Deeds" shall be provided within 7 days prior to the desired City Council meeting for consideration of the Final Plat.

This has not been provided as of 4:00 p.m., 6/14/2016.

FINAL VERSIONS:

The final version of the preliminary plat is attached as Exhibit 3. The most recently submitted version of the final plat is attached as Exhibit 4. This version needs to be revised to list the name of the current mayor.

PUBLIC MEETING:

A public meeting was held before the Hutchinson Planning Commission on June 7, 2016, where the attached staff report (Exhibit 1) and associated exhibits were presented. There were no comments received from the public. The unofficial minutes for the meeting are included as Exhibit 2.

ATTACHMENTS:

- Exhibit 1 – Planning Commission Staff Report (Exhibits are excluded.)
- Exhibit 2 – Unofficial Planning Commission Minutes (6/7/2016)
- Exhibit 3 – Preliminary Plat, Final Version, Approved 6/7/2016 by the Planning Commission
- Exhibit 4 – Final Plat, Latest Version, Received 5/25/2016
- Exhibit 5 – Amended Protective Covenants and Restrictions



125 E Avenue B | Hutchinson KS 67501
620.694.2639

Staff Report

Planning Commission

May 27, 2016

PC Agenda Item #: 5b

Planning & Development Department

Meeting Date: June 7, 2016

REQUEST:
Final Plat, Pine Hill Second Addition (Replat)

Staff

Staff Representative:

Jana McCarron, AICP
Planning & Development
Director

Subject Property: Lots 2 & 3, Block A, Pine Hill Addition



Applicant/Owner:

Kurt Mitchell (Mitch) Cogburn
DLH Enterprises, LLC
PO Box 657
Walsh CO 81090

Agent:

Dave Freund
Freund Investment, Inc.
1201 N Halstead St
Hutchinson KS 67501

Engineer/Surveyor/Architect:

Raymond Bretton
Alpha Land Surveys, Inc
216 W 2nd Ave
Hutchinson KS 67501

Application Materials:

[Link to Application Materials](#)

Concurrent Applications:

16-SDP-05, Pine Hill 2nd
Addition Preliminary Plat

Application Information

STAFF RECOMMENDATION: APPROVAL-WITH CONDITIONS

Staff-Recommended Conditions of Approval (Exhibit A)

MOTION:

Recommend (approval/approval with conditions/denial) of Final Plat number 16-SDF-05 for Pine Hill Second Addition, a replat of Lots 2 and 3, Block A, Pine Hill Addition, to City Council pursuant to a finding that the requirements of the Subdivision Regulations are met/not met and with the staff-recommended conditions.

PROJECT SUMMARY:

Request for Final Plat approval for replat of Lots 2 and 3, Block A, of Pine Hill Addition to create 4 lots totaling 0.680 acres.

Zoning:

R-3, Moderate Density Residential

Comprehensive Plan Designation:

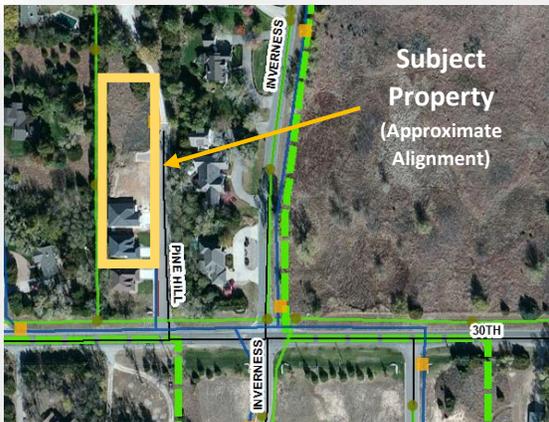
Low Density Residential

Subdivision:

Pine Hill 2nd Addition

Zoning

LOCATION MAP:



Notice & Review

Previous PC/BZA Actions:

None. Pine Hill Plat approved
9/6/2006.

Development Review:

4/26/2016 (Exhibit B)

Next Steps:

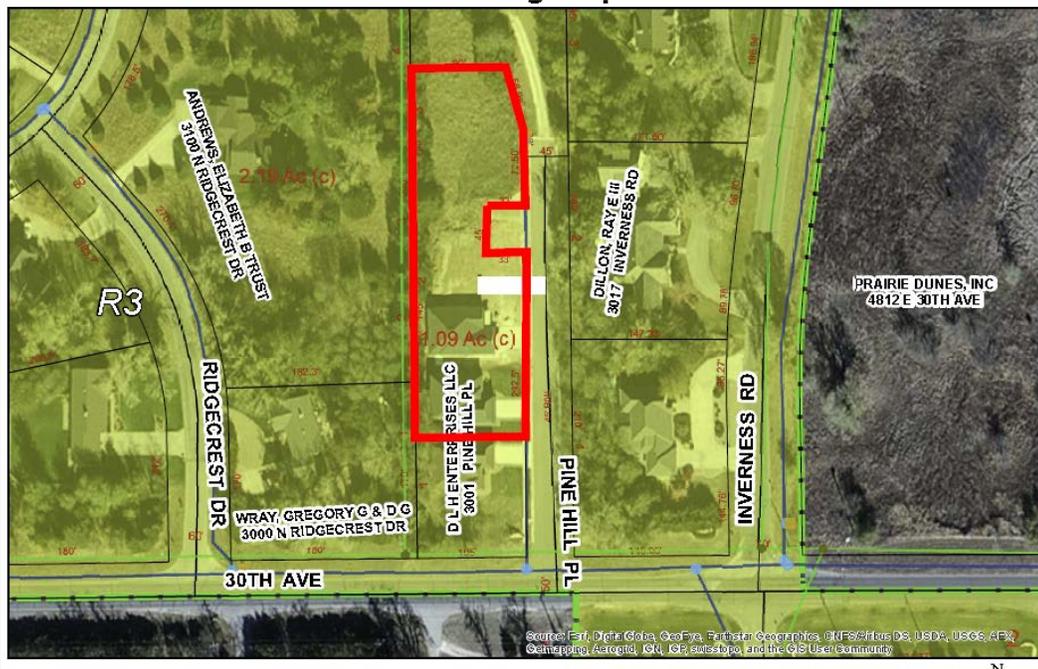
City Council Consideration:
6/21/2016 (pending all
requirements are met).

SUBDIVISION DESIGN REQUIREMENTS ANALYSIS:

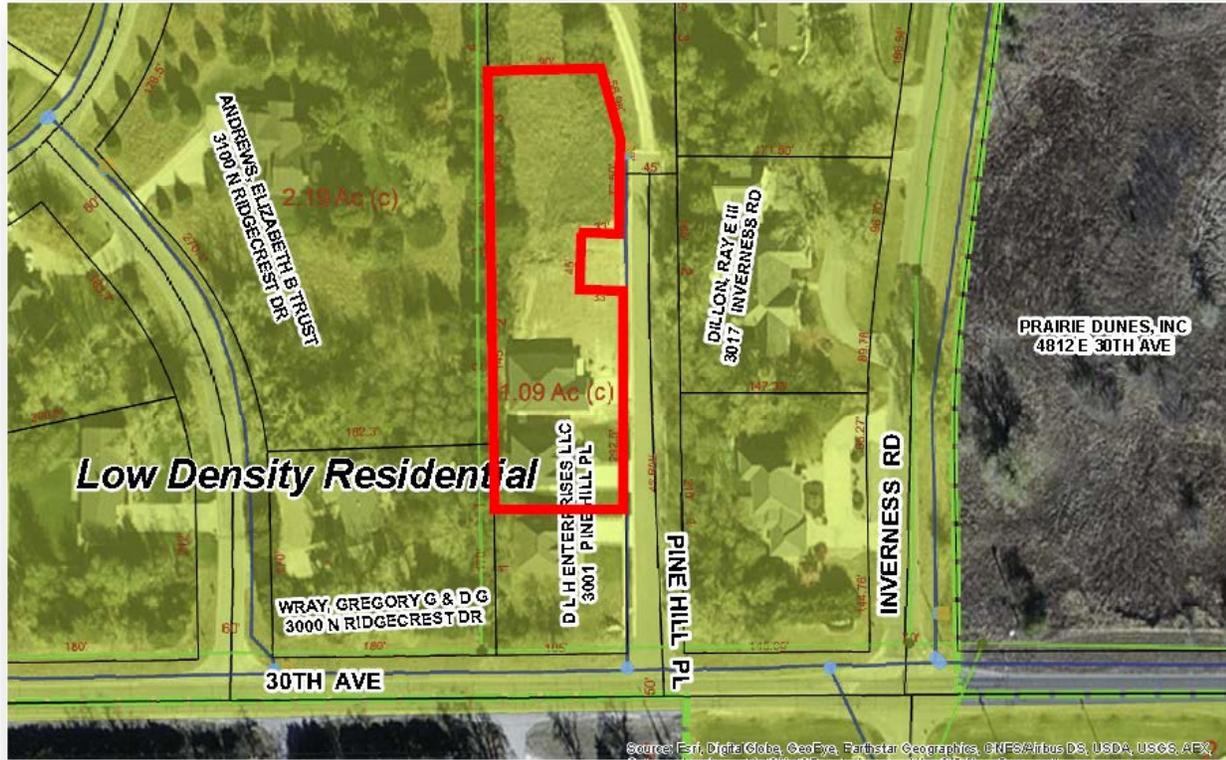
Item	Standard	Provided	Met Not Met
Reno County Platting Requirements			
Scale	1"=60'; 1"=100' or 1"=200'; all phases at the same scale	1"= 20'	<input checked="" type="checkbox"/> Met
North arrow	Shown	Shown	<input checked="" type="checkbox"/> Met
Closure table	Shown	Shown	<input checked="" type="checkbox"/> Met
Lettering	Legible	Legible	<input checked="" type="checkbox"/> Met
Adjoining parcels	Shown & identified.	Shown	<input checked="" type="checkbox"/> Met
Surveyor certificate	Name, address, phone number, date, signature information and seal information is shown and certified	Shown	<input checked="" type="checkbox"/> Met
Legal description	Accurate legal description	Shown	<input checked="" type="checkbox"/> Met
Point of beginning	Shown	Shown	<input checked="" type="checkbox"/> Met
Title/subtitle	Includes "preliminary plat" / includes quarter, section, township, range, city, county & state	Shown	<input checked="" type="checkbox"/> Met
Lots	Numbered sequentially within blocks; include square footage/acreage	Shown	<input checked="" type="checkbox"/> Met
Basis of bearings	Shown	Shown	<input checked="" type="checkbox"/> Met
Vicinity map	Shown	Shown	<input checked="" type="checkbox"/> Met
Floodplain	Floodplain designation; FIRM number & effective date	Shown	<input checked="" type="checkbox"/> Met
Monuments	Found, set, references, offsets	Shown	<input checked="" type="checkbox"/> Met
Continuities & gaps	Noted (deed, record survey, physical evidence)	Shown	<input checked="" type="checkbox"/> Met
Dimensions	Subdivision boundaries, rights-of-way, easements, other	Shown	<input checked="" type="checkbox"/> Met
Legend	Shown	Shown	<input checked="" type="checkbox"/> Met
Review Surveyor certificate	Signature block for the review surveyor	Shown	<input checked="" type="checkbox"/> Met
City of Hutchinson Platting Requirements			
Conformance	Conforms with the Preliminary Plat	Conforms	<input checked="" type="checkbox"/> Met
Applicant & owner information	Includes name, phone # and mailing address of applicant and owner of record	Shown	<input checked="" type="checkbox"/> Met
Streets & alleys	Existing & proposed streets, alleys and right-of-ways; width & approximate grade and connections to the existing road network; meet minimum requirements of 9-609	Shown	<input checked="" type="checkbox"/> Met
Street names	Meet requirements of 9-610	Shown	<input checked="" type="checkbox"/> Met
Common & reserve areas	Identified & numbered; Note: "It shall be the joint responsibility of all owners of property located within this plat to provide for the ongoing maintenance and upkeep of all common and reserve areas." Included on plat	Not applicable	<input checked="" type="checkbox"/> Met
Restrictions & covenants	Final agreement provided and noted on plat	Provided and Shown. Needs to be amended.	<input checked="" type="checkbox"/> Not Met
Utility and pedestrian corridors	Easements shown where required	Shown	<input checked="" type="checkbox"/> Met
Special flood hazard area	If within SFHA, boundaries for the 100-year & 500-year flood are shown; Base flood elevations are shown	Shown	<input checked="" type="checkbox"/> Met
Easements	Required for all utilities	Not Shown. Missing Telephone easement on Lot 4.	<input checked="" type="checkbox"/> Met
Existing trees	Tree preservation easement shown, if required	Not required	<input checked="" type="checkbox"/> Met
Owner certificate & dedication	Signed certification by owner(s) and dedicating all parcels of land and easements intended for public use	Shown	<input checked="" type="checkbox"/> Met
Planning Commission certificate	Certification that the final plat has been approved, including date of the public meeting and signatures of the PC Chairperson & Secretary	Shown	<input checked="" type="checkbox"/> Met

Item	Standard	Provided	Met Not Met
City Council certificate	Certification by City Council that the final plat has been approved, including date of the public meeting, and signatures of the Mayor & City Clerk	Shown	☑ Met
Reno County Register of Deeds certificate		Shown	☑ Met
Reno County Clerk statement		Shown	☑ Met
Parkland, trails, bikeways & open space dedications	Location & size; required where shown on the Bicycle & Pedestrian Master Plan; meet other requirements of ordinance	Not applicable	☑ Met
Watercourse protection areas	Watercourse shown within an easement 2.5 times the average width of the watercourse	Not applicable	☑ Met
Section & city limit lines	Section & city limit lines located within and adjacent to the subdivision are shown	Shown	☑ Met
Public facilities	Schools and other public site locations shown	Not applicable	☑ Met
Blocks	Identified, lettered sequentially beginning with "A", do not exceed 1,300 feet; meet tier requirements of 9-606	Shown	☑ Met
Lots	Location, dimensions; numbered within each block beginning with "1"	Shown	☑ Me
Preservation of natural features & amenities	Existing features & irreplaceable assets shown, labeled & preserved wherever feasible	Not applicable	☑ Met
Driveways & access management	Each lot has access to a public roadway; location of proposed driveways shown (multi-family & non-residential)	Not applicable	☑ Met
Driveway alignment	Aligned with driveways on opposite side of street (multi-family & non-residential) or offset by 150 feet	Not applicable	☑ Met
Shared access	Encouraged for non-residential; access easement required	Not applicable	☑ Met
Private streets	Meet requirements of 9-609.F	Not applicable	☑ Met
Subdivision variances	Final plat contains a list of all subdivision variances granted by the Planning Commission, including case number, nature and date granted	None requested	☑ Met

ZONING MAP:



COMPREHENSIVE PLAN MAP:



VIEW LOOKING WEST



VIEW LOOKING SOUTH



VIEW LOOKING NORTHWEST WITH HAMMERHEAD SHOWN



**VIEW LOOKING NORTHWEST
(EXISTING HOUSE ON NEW LOT 2)**



EXHIBITS:

- A. Staff-Recommended Conditions of Approval**
- B. Development Review Committee Comments**
- C. Covenants & Restrictions**
- D. Final Plat**
- E. Preliminary Plat**



UNOFFICIAL PLANNING COMMISSION MINUTES

MEETING OF: TUESDAY, JUNE 7, 2016

MEETING LOCATION: CITY COUNCIL CHAMBERS
125 EAST AVENUE B

1. ROLL CALL

The Planning Commission meeting was called to order at 5 PM with the following members present: Harley Macklin, Mark Wolesslagel, Robert Obermite, Tom Hornbeck, Darryl Peterson, Todd Carr, and Terry Bisbee. Ken Peirce and Janet Hamilton were absent. Staff present were Jana McCarron, Director of Planning and Development; Casey Jones, Senior Planner; and Charlene Mosier, Planning Technician.

2. APPROVAL OF MINUTES

The minutes of the May 3, 2016, meeting were approved on a motion by Obermite, seconded by Wolesslagel, passed unanimously.

3. CORRESPONDENCE & STAFF REPORTS

The documents and staff reports were accepted into the official record on a motion by Hornbeck, seconded by Macklin, passed unanimously.

4. PUBLIC HEARINGS

4a. **16-ZA-06 Zoning Regulation Amendments for Residential Accessory Structures**

Bisbee opened the public hearing and asked for the staff presentation. McCarron presented the staff report for the case. Last year, Norman Grass, 619 N Grandview St., approached the Planning Commission requesting consideration of amendments to the Zoning Regulations pertaining to the maximum allowable size for accessory buildings. A public hearing notice was published on May 4, 2016. McCarron reviewed the amendments presented at the April 19, 2016 Study Session and the comments from the Development Review Committee meeting on April 26, 2016. A powerpoint presentation was given comparing current regulations and the proposed changes.

Bisbee asked for audience comments. David Rexroad, 1701 East 37th Ave., said he is planning to construct a storage building in the near future and wanted to understand what his options are concerning a metal structure.

Peterson asked about the use of metal in accessory buildings because it is more fireproof than wood.

McCarron said metal sheds were not the desire of our community for residential areas. Jones said only if the residence had metal would we consider approving a new metal residential accessory structure. The goal is to have compatible design and quality of buildings in residential neighborhoods.

Peterson also asked about buildings on skids and the requirement for concrete floors for garages. McCarron said structures with wood floors were not designed for the weight of a vehicle and deteriorate with water, oil and salt residue.

Macklin complimented Rexroad on attending the meeting and checking on the requirements before starting his project. After additional discussion, Bisbee closed the hearing and asked for a motion.

Motion by Carr, seconded by Macklin to recommend to the City Council approval of Zoning Amendment request 16-ZA-06 for amendments to Residential Accessory Structures for sections 27-314, 27-408, 27-409, 27-410, 27-411, 27-412 and 27-415 as presented with the following amendments:

- **Change maximum size on detached shed to be the same as for a detached garage.**
- **Restrict home occupations to those that occur entirely within the principal structure.**

The motion passed with the following vote: Yes – Macklin, Carr, Hornbeck Obermite, Peterson, Bisbee; No – Woleslagel.

5. NEW BUSINESS

5a. **16-SDP-05: Pine Hill Second Addition Preliminary Plat**

Bisbee asked if there were any outside contacts or conflicts of interest; there were none.

McCarron presented the staff report for the case, including an analysis of subdivision design requirements for considering a preliminary plat. The property owner is Kurt Mitchell Cogburn, Walsh, Colorado. The agent is Dave Freund. The request is for Preliminary Plat approval for a replat of Lots 2 and 3, Block A, of Pine Hill Addition to create 4 lots totaling 0.680 acres. An easement has been added and each of the lots must have 50 feet of street frontage. Staff recommended approval of the request.

Bisbee asked for the applicant presentation. Raymond Bretton, Alpha Land Surveys, Inc., 216 W 2nd Ave, explained Lot 3 is not yet developed. The hammerhead turn-around also took away too much of that lot with a 25' setback. It now has a 5' setback with the approved variance.

Bisbee asked if there were any comments from the audience. Hearing none, he asked for a motion on the preliminary plat.

Motion by Carr, seconded by Macklin to recommend to the City Council approval of Preliminary Plat 16-SDP-05 for Pine Hill Second Addition, a replat of Lots 2 and 3, Block A, of Pine Hill Addition, based upon a finding that the requirements for subdivision contained in the City of Hutchinson Subdivision Regulations are met and including the following

staff-recommended condition:

Amended Covenants and Restrictions are recorded allowing for splitting of lots in the subdivision prior to Final Plat recordation.

The motion passed with the following vote: Yes – Macklin, Woleslagel, Hornbeck, Obermite, Peterson, Carr, Bisbee.

5b. **16-SDF-05 Pine Hill Second Addition Final Plat**

Bisbee asked if there were any outside contacts or conflicts of interest; there were none.

McCarron presented the staff report for the case, including an analysis of subdivision design requirements for considering a final plat. The property owner is Kurt Mitchell Cogburn, Walsh, Colorado. The agent is Dave Freund. The request is for Final Plat approval for a replat of Lots 2 and 3, Block A of Pine Hill Addition to create 4 lots totaling 0.680 acres. Staff recommended approval of the request with conditions.

There were no comments from the audience. Bisbee asked for a motion on the final plat.

Motion by Hornbeck, seconded by Carr to recommend to the City Council approval of case 16-SDF-05, the Final Plat for Pine Hill Second Addition, a replat of Lots 2 and 3, Block A, of Pine Hill Addition, based upon finding that requirements for subdivision contained in the City of Hutchinson Subdivision Regulations are met and including the following staff-recommended conditions:

1. **Revised Final Plat Drawing.** A revised Final Plat drawing showing the missing telephone easement for Lot 4 is provided. **Said revised plat drawing shall be due to the City a minimum of 12 days prior to the desired City Council meeting for consideration of the Final Plat.**
2. **Reservations, Restrictions and Protective Covenants.** The applicant shall record **amended Reservations, Restrictions and Protective Covenants** removing the prohibition from splitting lots in this subdivision. Said recordation shall occur prior to recording of the Final Plat for this subdivision.
3. **Signed and Notarized Mylar.** A signed and notarized mylar shall be provided to the City a minimum of **12 days** prior to the desired City Council meeting for consideration of the Final Plat.
4. **Proof of Paid Taxes and Special Assessments.** A signed certification of paid taxes from the Reno County Treasurer shall be provided a minimum of **7 days** prior to the desired City Council meeting for consideration of the Final Plat.
5. **Check for Recording Fee.** A check in the amount of \$26.00 made payable to the “Reno County Register of Deeds” shall be provided within **7 days** prior to the desired City Council meeting for consideration of the Final Plat.

The motion passed with the following vote: Yes – Macklin, Woleslagel, Obermite, Peterson, Carr, Hornbeck, Bisbee.

The City Council will hear this case on July 5, 2016.

6. UPCOMING CASES

6a. 16-SDP-03 Meadowlake Reserve Area Preliminary Plat – June 21, 2016.

6b. 16-SDF-05 Meadowlake Reserve Area Final Plat – June 21, 2016.

7. OPEN COMMENTS FROM THE AUDIENCE – None.

7a. McCarron updated the commission that an offer has been made to an applicant for the Associate Planner position.

8. ADJOURNMENT – The meeting adjourned at 5:50 PM.

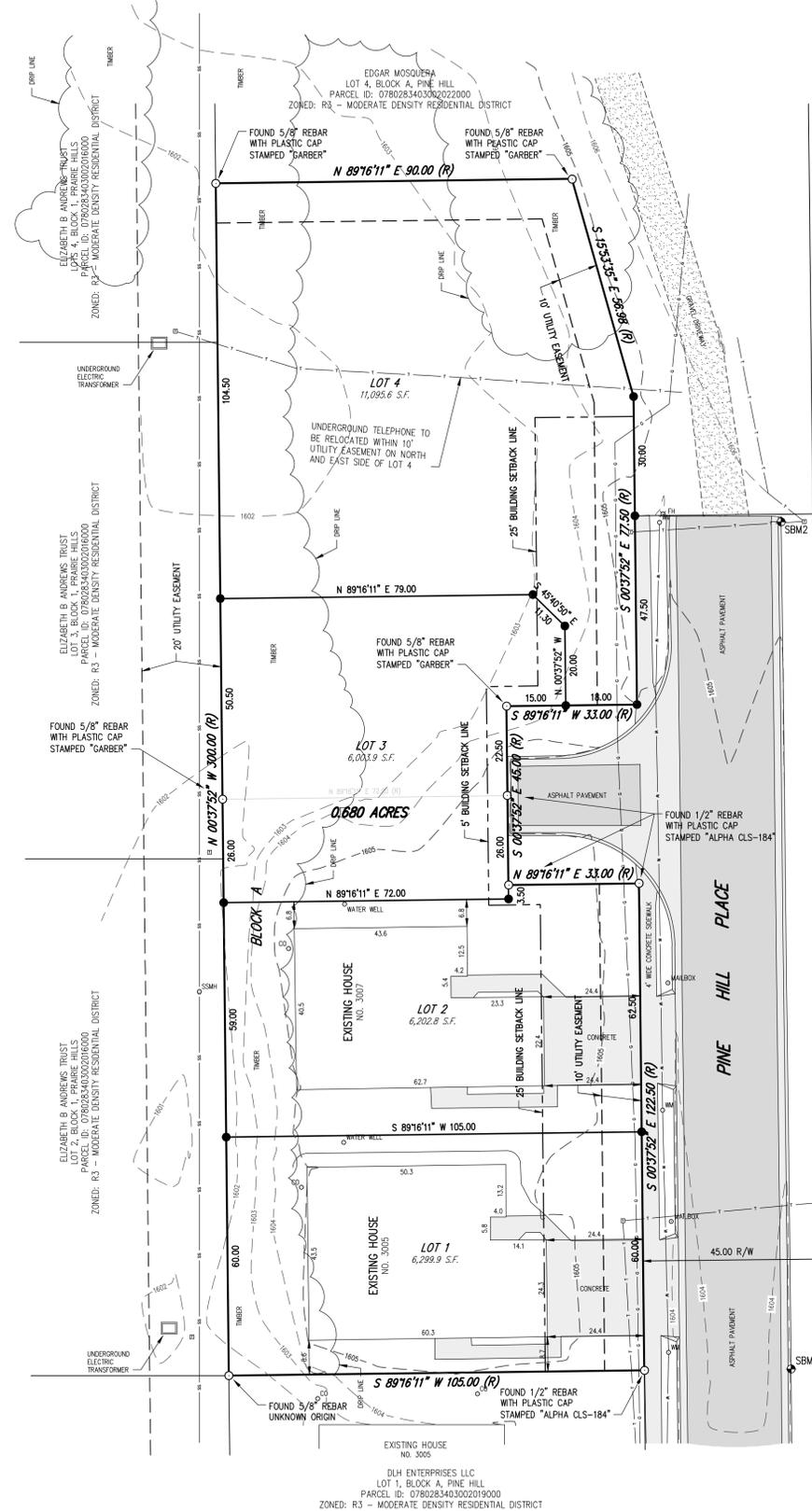
Respectfully Submitted,
Charlene Mosier, Planning Technician

Approved this _____ day of _____, 2016

Attest: _____

PINE HILL SECOND

A REPLAT OF LOTS 2 AND 3, BLOCK A, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS.



BENCHMARKS

BENCHMARK DATUM:
 SBM1 - CHISELED SQUARE IN TOP OF CURB ON THE EAST SIDE OF PINE HILL PLACE 37.0 FEET EAST OF THE SOUTHEAST CORNER OF 3005 PINE HILL PLACE.
 ELEV 1604.32 (NAVD88)

SBM2 - CHISELED SQUARE IN TOP OF CURB ON THE EAST SIDE OF PINE HILL PLACE AT THE NORTH END WHERE THE PAVEMENT ENDS.
 ELEV 1605.90 (NAVD88)

UTILITY NOTES

UTILITIES SHOWN HEREON WERE LOCATED BY THE UTILITY COMPANIES OR THEIR AGENTS RELATING TO KANSAS ONE-CALL TICKET NUMBER 16159688, 16159698 AND 16159727 DATED APRIL 4, 2016.

CLOSURE REPORT

ERROR CLOSURE: 0.0037
 ERROR NORTH: -0.0036
 PERIMETER: 862.98

COURSE: S 16°12'46" E
 ERROR EAST: 0.0010
 PRECISION: 1 : 232056

DESCRIPTION

DESCRIPTION:
 LOTS 2 AND 3, BLOCK A, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS.

OWNER / SUBDIVIDER

DLH ENTERPRISES, LLC
 KURT MITCHELL COGBURN, OWNER
 P.O. BOX 657
 WALSH, CO 81090
 PHONE: 719-529-0505

SURVEYOR

LLOYD P. DORZWEILER, LS 885
 ALPHA LAND SURVEYS, INC.
 216 WEST SECOND AVENUE
 HUTCHINSON, KS 67501
 PHONE: 620-728-0012

PRELIMINARY PLAT NOTES

EXISTING BUILDINGS ON SUBJECT PROPERTY ARE TO REMAIN.

NO EXISTING STREET LIGHTS LIE ALONG PINE HILL PLACE NORTH OF 50TH AVENUE.

EXISTING FIRE HYDRANT LIES AT THE NORTH END OF PINE HILL PLACE.

THE TWO EXISTING LOTS ARE TO BE DIVIDED INTO FOUR LOTS.

A SUBDIVISION VARIANCE REQUESTING THAT THE FRONT YARD SETBACK ON LOTS 2 AND 3, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS BE REDUCED FROM A 25' SETBACK TO A 5' SETBACK ADJACENT TO THE HAMMERHEAD TURNAROUND. CASE NO. 10-SD-07, WAS GRANTED BY THE HUTCHINSON CITY COUNCIL ON AUGUST 3, 2010.

EXISTING COVENANTS AND RESTRICTIONS CONTAINED IN PINE HILL RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, RECORDED IN BOOK 415, PAGE 191, AND AMENDMENT TO RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, RECORDED IN BOOK 417, PAGE 355.

FLOOD NOTE

THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" (OTHER AREAS): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR RENO COUNTY, KANSAS, COMMUNITY PANEL NUMBER 20155C0303F. EFFECTIVE DATE JANUARY 6, 2010.

PROPERTY INFORMATION

PROPERTY WAS SURVEYED ON APRIL 8, 2016.

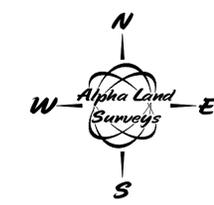
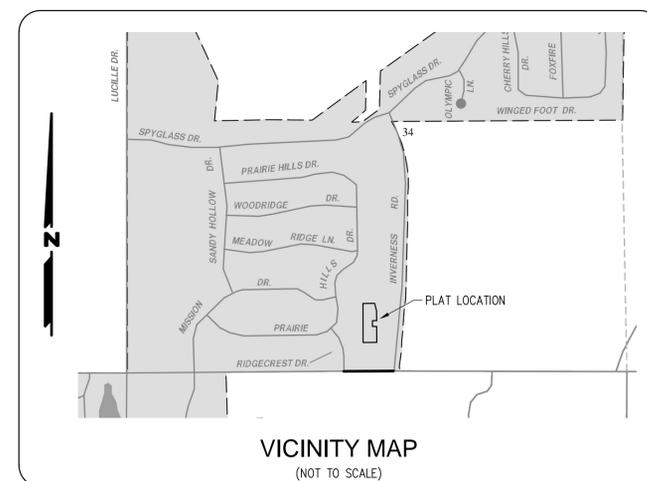
EXISTING ZONING:
 R3 - MODERATE DENSITY RESIDENTIAL DISTRICT

PROPOSED ZONING:
 R3 - MODERATE DENSITY RESIDENTIAL DISTRICT

BASE FLOOD ELEVATION:
 N/A

LEGEND OF SYMBOLS & ABBREVIATIONS

- | | |
|---|----------------------------------|
| △ SECTION SUBDIVISION CORNER FOUND | ○ STORM WATER SEWER MANHOLE |
| ● SURVEY MONUMENT FOUND | ⊗ WATER METER |
| ○ SET 1/2" REBAR WITH PLASTIC CAP | ⊗ WATER VALVE |
| ○ STAMPED "ALPHA CLS-184" | ⊗ FIRE HYDRANT |
| ⊕ POWER POLE | ⊗ MONITOR WELL |
| ⊕ TELEGRAPH POLE | ⊗ SPRINKLER HEAD |
| ⊕ LIGHT POLE | ⊗ GUARD POST |
| ⊕ GUY ANCHOR | ⊗ SITE BENCHMARK |
| ⊕ UNDERGROUND ELECTRIC BOX | —O— OVERHEAD ELECTRIC |
| ⊕ UNDERGROUND TELEPHONE PEDESTAL | —O— UNDERGROUND ELECTRIC |
| ⊕ UNDERGROUND CABLE TELEVISION PEDESTAL | —O— UNDERGROUND TELEPHONE |
| ⊕ TREE / SHRUB | —O— GAS LINE |
| ⊕ GAS METER | —O— UNDERGROUND TELEVISION CABLE |
| ⊕ MANHOLE | —O— SANITARY SEWER LINE |
| ⊕ SANITARY SEWER MANHOLE | —O— WATER LINE |
| ⊕ CLEANOUT | —X— FENCE |
-
- | | |
|----------------------|---------------------------------------|
| N. NORTH | R/W RIGHT OF WAY |
| S. SOUTH | C/L CENTERLINE |
| E. EAST | RCP REINFORCED CONCRETE PIPE |
| W. WEST | CMP CORRUGATED METAL PIPE |
| ° DEGREES | CMPH CORRUGATED METAL PIPE HORIZONTAL |
| ' FEET OR MINUTES | EL ELLIPTICAL |
| " INCHES OR SECONDS | TC TOP OF CURB |
| SQ SQUARE | FL FLOWLINE |
| FT. FEET | TOP TOP OF PAVEMENT |
| VOL. VOLUME | EL ELEVATION |
| PG. PAGE | TOW TOP OF WALL |
| O.R. OFFICIAL RECORD | EL ELEVATION |
| C. CALCULATED | TOW TOP OF WALL |
| R. RECORD | HC HANDICAP |
| M. MEASURED | |



0 20 40
 BASIS OF BEARINGS IS ASSUMED

Received 5-26-2016
 Hutchinson Planning & Development Dept.

Approved by the Hutchinson Planning Commission, 6-7-2016
 Case #16-SDP-05

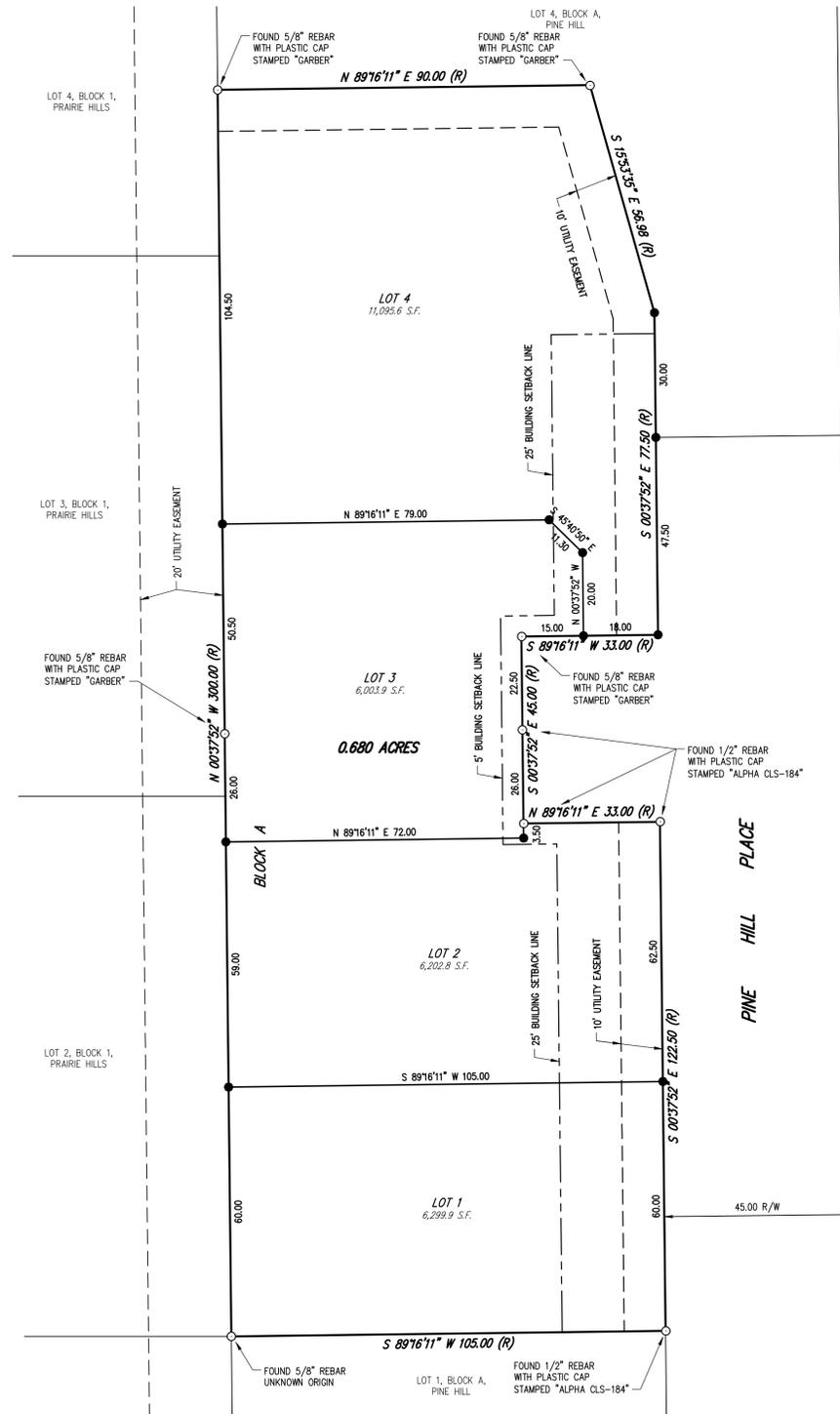
Alpha Land Surveys, Inc.
 216 WEST SECOND AVENUE
 HUTCHINSON, KANSAS 67501
 PH. (620) 728-0012 FAX: (620) 728-0413

SURVEY DATE: 04/08/2016	PLOT DATE: 05/25/2016
DRAWN BY: RDB	PROJ. NO.: 160072P
CHECKED BY: LPD	SHEET 1 OF 1

FINAL PLAT

PINE HILL SECOND

A REPLAT OF LOTS 2 AND 3, BLOCK A, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS.



Received this 26th Day of May, 2016. City of Hutchinson Planning & Development Department.

DESCRIPTION

LOTS 2 AND 3, BLOCK A, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS.

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF RENO)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME, OR UNDER MY SUPERVISION; THAT ALL OF THE SUBDIVISION REGULATIONS OF THE CITY OF HUTCHINSON, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THE PLAT; AND THAT ALL OF THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL AT _____, KANSAS, THIS ____ DAY OF _____, 20____.

LLOYD P. DORZWEILER, L.S. #885

REVIEW SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF RENO)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT ON THIS ____ DAY OF _____, 20____. THIS PLAT HAS BEEN REVIEWED FOR FILING, PURSUANT TO K.S.A. 58-2005 AND K.S.A. 58-2001 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THOSE PROVISIONS. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

DANIEL E. GARBER, L.S. #683

OWNER'S CERTIFICATE AND DEDICATION

STATE OF KANSAS)
)SS
COUNTY OF RENO)

THIS IS TO CERTIFY THAT THE UNDERSIGNED OWNER(S) OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED UNDER THE ACCOMPANYING PLAT INTO LOTS, BLOCKS UNDER THE NAME OF "PINE HILL SECOND, A REPLAT OF LOTS 2 AND 3, BLOCK A, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS."; THAT ALL EASEMENTS AS DENOTED ON THE PLAT ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING PUBLIC IMPROVEMENTS; AND FURTHER THAT THE LAND CONTAINED HEREIN IS HELD AND SHALL BE CONVEYED SUBJECT TO ANY APPLICABLE RESTRICTIONS, RESERVATIONS AND COVENANTS NOW ON FILE OR HEREAFTER FILED IN THE OFFICE OF THE REGISTER OF DEEDS, RENO COUNTY, KANSAS.

DLH ENTERPRISES, LLC

DATE SIGNED: _____

KURT MITCHELL COGBURN, OWNER

NOTARY CERTIFICATES

STATE OF KANSAS)
)SS
COUNTY OF RENO)

THAT ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME KURT MITCHELL COGBURN, OWNER, WHO IS KNOWN TO ME TO BE THE SAME PERSON AND EXECUTED THE FOREGOING PLAT AND THE WITHIN INSTRUMENT OF WRITING.

IN TESTIMONY WHEREOF:

IN HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR MENTIONED ABOVE. MY COMMISSION EXPIRES: _____

_____, NOTARY PUBLIC

PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF RENO)

THIS PLAT WAS APPROVED BY THE CITY OF HUTCHINSON PLANNING COMMISSION ON THIS ____ DAY OF _____, 20____, AND WAS RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL OF HUTCHINSON, KANSAS.

DATE SIGNED: _____

BY _____
KEN PEIRCE, CHAIRMAN

ATTEST:

JANA MCCARRON, SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF RENO)

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINSON, KANSAS THIS ____ DAY OF _____, 20____.

DATE SIGNED: _____

BY _____
JADE PIROS DE CARVALHO, MAYOR

(SEAL)

ATTEST

KAREN WELTMER, CITY CLERK

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS)
)SS
COUNTY OF RENO)

RECORDED THIS ____ DAY OF _____, 20____ A.D. ____ : ____ (A.M.) (P.M.)

FEE PAID: _____, FILED IN PLAT FILE: _____, SLEEVE: _____.

BONNIE RUEBKE, REGISTER OF DEEDS

ENTERED IN THE TRANSFER RECORD THIS ____ DAY OF _____, 20____.

DONNA PATTON, COUNTY CLERK

EASEMENTS

EASEMENTS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AND SAID EASEMENTS MAY BE EMPLOYED IN PERPETUITY AS A COVENANT RUNNING WITH THE LAND FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER, WATER LINES, GAS LINES, ELECTRIC LINES AND POLES, TELEPHONE LINES AND POLES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" (OTHER AREAS). AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR RENO COUNTY, KANSAS, COMMUNITY PANEL NUMBER 2015SC0303F. EFFECTIVE DATE JANUARY 6, 2010.

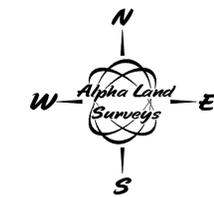
NOTES

A SUBDIVISION VARIANCE REQUESTING THAT THE FRONT YARD SETBACK ON LOTS 2 AND 3, PINE HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN IN HUTCHINSON, RENO COUNTY, KANSAS BE REDUCED FROM A 25' SETBACK TO A 5' SETBACK ADJACENT TO THE HAMMERHEAD TURNAROUND. CASE NO. 10-SD-07, WAS GRANTED BY THE HUTCHINSON CITY COUNCIL ON AUGUST 3, 2010.

EXISTING COVENANTS AND RESTRICTIONS CONTAINED IN PINE HILL RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, RECORDED IN BOOK 415, PAGE 191, AND AMENDMENT TO RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, RECORDED IN BOOK 417, PAGE 355.

LEGEND OF SYMBOLS & ABBREVIATIONS

- | | |
|---------------------------------------|---------------------------|
| △ SECTION SUBDIVISION CORNER FOUND | ° DEGREES |
| ○ SURVEY MONUMENT FOUND | ' FEET OR MINUTES |
| □ SURVEY MONUMENT FOUND | " INCHES OR SECONDS |
| ■ POURED CONCRETE AROUND MONUMENT | SQ. SQUARE |
| ● SET 1/2"x24" REBAR WITH PLASTIC CAP | FT. FEET |
| ■ STAMPED "ALPHA CLS-184" | VOL. VOLUME |
| ■ SET 1/2"x24" REBAR WITH PLASTIC CAP | PG. PAGE |
| ■ STAMPED "ALPHA CLS-184" IN CONCRETE | O.R. OFFICIAL RECORD |
| N. NORTH | C. CALCULATED |
| S. SOUTH | R. RECORD |
| E. EAST | M. MEASURED |
| W. WEST | R/W. RIGHT OF WAY |
| | P.O.B. POINT OF BEGINNING |



0 20 40
BASIS OF BEARINGS IS ASSUMED

Alpha Land Surveys, Inc.
216 WEST SECOND AVENUE
HUTCHINSON, KANSAS 67501
PH. (620) 728-0012 FAX: (620) 728-0413

SURVEY DATE: 04/08/2016	PLOT DATE: 05/25/2016
DRAWN BY: RDB	PROJ. NO.: 160072P
CHECKED BY: LPD	SHEET 1 OF 1

PINE HILL

An Addition to the City of Hutchinson, Reno County, Kansas

Amendment and Restatement to Reservations, Restrictions and Protective Covenants for Pine Hill, an addition to the City of Hutchinson, Reno County, Kansas

KNOW ALL PERSONS BY THESE PRESENTS: That the lots and parcels covered by these AMENDED and RESTATED Reservations, Restrictions and Protective Covenants are now owned by DLH ENTERPRISES, LLC a Kansas Limited Liability Company, and consist of land platted as Lots 1, 2 and 3, Block A, Pine Hill Addition to the City of Hutchinson, Kansas, a subdivision of the Southwest Quarter of Section 34, Township 22 South, Range 5 West of the 6th Principal Meridian, Reno County, Kansas and are made for the benefit of the present owner and those to become owners in said subdivision.

A. RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS

The undersigned declare that said land platted as Pine Hill is held and shall be conveyed subject to the reservations, restrictions and protective covenants hereinafter set forth:

1. All lots in said Addition shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than single-family private dwelling houses and/or twin-family homes. No outbuildings shall be allowed except those customarily appurtenant to such structures.
2. No trailer, basements, tent, garage, barn, temporary building, guest house or other outbuilding erected in the Addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer, tent, shack, barn, temporary building, guest house or outbuilding shall be erected on any of the lots in the subdivision without approval in writing from the Architectural Control Committee hereinafter designated; and no building shall be moved into the Addition except such as shall be used temporarily in connection with the construction of a permanent residence or structure on any lot in the Addition.
3. No residence shall be constructed with a fully enclosed living area of less than 1,600 square feet, exclusive of basement, carport, garage and open porches. Roof material shall be of high quality composition with a minimum 30 year life. Any fence to be constructed shall be wood, wrought iron or masonry.
4. No detached garage or other building detached from the residence may be constructed, unless two or more contiguous lots owned by one owner and having an aggregate area of at least 25,000 square feet, there may be constructed one detached garage or one outbuilding; but such detached buildings shall not exceed 500 square feet in floor area. Such buildings may be located on said lots with the approval of the Architectural Control Committee hereinafter designated, so long as they are set back 60 feet from the road right-of-way and 50 feet from an adjoining property line.

5. No building or any part thereof including carport, garage and porches shall be erected on any lot closer than 25 feet to the front lot line or closer than five feet to either side property line (provided, however, that in the case of corner lots, the setback from the side street line shall not be less than 30 feet). Lot line is defined as the property line of the adjoining owner(s).
6. No oil or gas wells, tanks, mineral excavations, shafts or tanks for the storage of oil, gas and other fluids or substances shall be permitted upon any lot in this Addition. However, none of the provisions herein shall prohibit the erection of a private swimming pool or the erection of any other private recreation facility, if approved by the *18.
7. No trash, ashes or other refuse may be thrown or dumped on any lot in the subdivision, and no building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the street or between the curb and property line.
8. No excavated earth shall be removed from the Addition without the express permission of the Architectural Control Committee.
9. No trade, profession or commercial business of any kind shall be carried on in any structure, dwelling or building upon any lot or plot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
10. No signs or other advertising shall be displayed on any lot unless approved by the Architectural Control Committee. Areas used for garden tool sheds, storage of campers, boats and the like and areas used for dog kennels shall be concealed by hedges, lattice work or other screening acceptable to the Architectural Control Committee. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
11. The platted lots in the Addition may be divided into two building sites upon approval of the Architectural Control Committee
12. Whether or not provision therefore is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or taking possession thereof covenants and agrees that no building, wall, fence or other structure shall be placed, erected or altered upon such lot until the plans and specifications therefore and the plot plan have been approved by the Architectural Control Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal

of approval of plans and specifications by the Architectural Control Committee may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval of the Architectural Control Committee. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within thirty days after written requests therefore, then such approval shall not be required; provided that no buildings or other structures shall be erected which violates any of the covenants herein contained.

13. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Architectural Control Committee shall have the power to control the buildings, structures and other improvements placed on each lot, as well as to make exceptions to these restrictions, reservations and protective covenants as the Architectural Control Committee shall deem necessary and proper.

B. ARCHITECTURAL CONTROL COMMITTEE

1. Membership: The Architectural Control Committee shall consist of DLH Enterprises, LLC, a Kansas Limited Liability Company, owner of all lots in the Addition and successor to Faye D. Presti. Successor members of the Architectural Control Committee shall be appointed by DLH Enterprises, LLC or its appointed successor until such time as all of the lots in the addition have been sold to parties other than DLH Enterprises, LLC. Thereafter, the members of the Architectural Control Committee shall be selected and appointed by a majority of the owners of the lots in the subdivision.
2. A majority of said Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
3. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it or in any event, if no suit to enjoin any construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

C. EASEMENTS

1. No building or any other pen structure shall be erected or maintained on any part of any area indicated as "Easements" but the owners of the lots or parcels may erect and maintain a fence, wall or hedge along the property line within such easement but

subject at all times to the prior right to use such areas for public or quasi-public purposes.

2. The right is reserved to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained within the area indicated on the plat as "Easement;" a sewer, and other pipelines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or functions above or beneath the surface of the ground, with the right of access at any time to same for the purpose of repair and maintenance; provided, however, the *1* provided for herein may change, extinguish or create any easement by filing with the Register of Deeds of Reno County, Kansas, a written statement so changing, extinguishing or creating said easement and provided further that such a change, extinguishments or creation does not disturb any other lot owner or owners' rights in the peaceful possession of his/her lot or lots.
3. All claims for damages, if any, arising out of the construction, maintenance and repair utilities; or on account of temporary or other inconvenience caused thereby against the subdividers or their successors in title, or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners.
4. The subdividers or their successors in title, further reserve the right to change, lay out a new or discontinue, any street, avenue or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the appropriate governmental authority, if required.
5. All utility lines shall be placed underground from primary and/or secondary service to the buildings on each lot.

D. DURATION AND ENFORCEMENT

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of when these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants.
2. For a violation or breach of any of these restrictions, reservations and protective covenants by any person claiming by, through or under the subdividers or by virtue of any judicial proceedings, the subdividers, their successors in title and the lot owners or any of them several, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to any of the foregoing rights, the subdividers or their successors in title, shall have the right, whenever there shall have been built on any lot any structure

which is in violation of these restrictions, to enter upon the property where such violation of these restrictions, reservations and protective covenants exists and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass.

3. The failure to promptly enforce any of the restrictions, reservations and protective covenants shall not bar their enforcement.

4. The invalidation of any one or more of the restrictions, reservations and protective covenants by any Court of competent jurisdiction shall in no wise affect any of the other restrictions, reservations and protective covenants, which shall remain in full force and effect.

DLH ENTERPRISES, LLC

By *Kurt Mitchell Coe*

State of Kansas
County of Reno

This instrument was acknowledged by me on this 6 day of June 2016 by
Kurt Mitchell Coe, as a Member and Manager of DLH Enterprises, LLC, a KS
Limited Liability Company.

Sharon Cole
Notary Public





CITY COUNCIL AGENDA REPORT

DATE: June 14, 2016

SUBMITTED BY: Casey Jones, AICP, CFM, Senior Planner *cgj*

COUNCIL COMMUNICATION	
FOR MEETING OF	June 21, 2016
AGENDA ITEM	8b
FOR ACTION	✓
INFORMATION ONLY	

REQUEST: Case #16-SD-04
Request for approval of the final plat for North Pointe, a subdivision in Section 6, Township 23 South, Range 5 West of the 6th Principal Meridian, containing 3 lots on 5.355 acres

CITY COUNCIL ACTION REQUIRED:

Motion to (accept and approve/amend and approve/deny/return to the Planning Commission for further review) the recommendation of the Planning Commission to approve the final plat for the North Pointe subdivision with the conditions as presented.

PLANNING COMMISSION RECOMMENDATION:

On April 5, 2016, the Hutchinson Planning Commission recommended approval of the North Pointe Addition final plat to the City Council by a vote of 8-0, subject to the provision of a revised final plat and an engineer’s report on water flow and water supply pressure.

On 5/18/2016, Fire Protection Services, Inc., Wichita, Kansas, submitted a report which was reviewed by Kim Forbes, Fire Chief. Based on the report, Chief Forbes requested a 10-inch water line to be provided on Lots 2 and 3. The applicant has revised the North Pointe preliminary plat to include the 10-inch waterline.

The following revisions to the final plat were requested by Staff and the Planning Commission:

1. Add a note referencing the approved subdivision variance, including the nature of the subdivision variance, the date the subdivision variance was granted (4/5/2016), and the case number (16-SV-01).
2. Label the “30th Avenue right-of-way line” where it abuts Lot 1.
3. On the east side of Lot 2, provide a separate 10-foot utility easement and a separate 10-foot drainage easement running North to South. The utility easement shall be extended to the North to connect to the proposed utility easement running East to West.

The above three revisions have been completed.

According to the *Hutchinson City Code, Sec. 9-404.F.*, the following items shall be submitted to the City a minimum of 14 days prior to the City Council meeting:

1. Signed and Notarized Mylar. A signed and notarized final plat mylar shall be provided.

2. Proof of Paid Taxes and Special Assessments. A signed certification of paid taxes and special assessments from the Reno County Treasurer shall be provided.
3. Check for Recording Fee. A check in the amount of \$26.00 made payable to the "Reno County Register of Deeds" shall be provided.

The above three items have not been provided as of 4:00 p.m., 6/14/2016.

FINAL VERSIONS:

The final version of the preliminary plat is attached as Exhibit 3. The most recently submitted version of the final plat is attached as Exhibit 4. This version needs to be revised to list the name of the current mayor.

PUBLIC MEETING:

A public meeting was held before the Hutchinson Planning Commission on April 5, 2016, where the attached staff report (Exhibit 1) and associated exhibits were presented. There were no comments received from the public. The official minutes for the meeting are included as Exhibit 2.

ATTACHMENTS:

- Exhibit 1 – Planning Commission Staff Report and Exhibits B and C (Exhibits A and D-H are excluded.)
- Exhibit 2 – Official Planning Commission Minutes (4/5/2016)
- Exhibit 3 – Preliminary Plat, Final Version, Submitted 6/9/2016
- Exhibit 4 – Final Plat, Latest Version, Submitted 6/9/2016



**Planning Commission
Staff Report**

PC Meeting Date: 4/5/2016

March 30, 2016

TO: Hutchinson Planning Commission

FROM: Casey Jones, AICP, CFM, Sr. Planner *CJ*

SUBJECT: **16-SD-04, North Pointe
Preliminary Plat and Final Plat
and
16-SV-01, North Pointe
Request for a Subdivision Variance**

OWNER: James L. Strawn

AGENT: Raymond Bretton, Alpha Land Surveys, Inc.



REQUEST:

The applicant requests approval of the preliminary plat and a recommendation of approval of the final plat for **North Pointe**. This subdivision consists of two tracts of land at **2803 North Lorraine Street** (North Pointe Center) and **1225 East 30th Avenue** (Fast Lane Car Wash) in the City of Hutchinson. These two existing tracts will be reconfigured into three lots totaling 5.355 acres. The existing car wash will be located on Lot 1 (0.685 acres), a proposed self-storage facility will be located on Lot 2 (2.075 acres), and the existing North Pointe Center will be on Lot 3 (2.595 acres).

The applicant proposes to construct a self-storage facility on Lot 2 and has submitted a conditional use permit application for this use (See #16-CUP-02). Approval of the conditional use permit will be contingent upon approval of the North Pointe plats. According to the *Hutchinson Zoning Regulations, Sec. 27-105.E.*, the property is required to be platted prior to any new construction.

The applicant also requests a variance from the *Hutchinson Subdivision Regulations, Sec. 9-619. Underground Utilities*. This section requires all existing overhead utilities to be moved underground in any new subdivision. There are overhead electric lines crossing Lot 1 and Lot 3, and the applicant requests a variance so that these lines can remain in place.

The subdivision is located in the Northeast Quarter of Section 6, Township 23 South, Range 5 West of the 6th Principal Meridian. The preliminary plat, final plat, and subdivision variance applications are attached to this report.

STAFF RECOMMENDATION:

As of 2:00 p.m., March 30, 2016, Staff awaits receipt of a report from a licensed engineer confirming that the proposed water line meets the capacity required by the Fire Chief as noted in the "Development Review Comments" on Page 2 of this report.

Staff recommends that consideration of the North Pointe preliminary plat, final plat, and subdivision variance be tabled until the applicant has provided the above-requested information and revised plats with the corrections listed below.

Once the requested information and revised plats are provided, Staff would recommend approval of the preliminary plat and final plat. Staff is not recommending approval of the subdivision variance for the overhead electric lines.

The following revisions to the preliminary plat are required:

1. Add the following note: "All new utilities shall be located underground. Existing aboveground utilities shall be placed underground unless a subdivision variance is granted."
2. Label the "30th Avenue right-of-way line" where it abuts Lot 1.
3. Correct the spelling of "Alpha" at the found ½" rebar at the SW corner of the property.
4. Provide separate easements for utilities and drainage on Lots 2 and 3.
5. The shed on Lot 2 is located in an easement and it crosses a lot line. Add a note indicating that the shed will be removed from the property or moved to an approved location.

The following revisions to the final plat are required:

1. Label the "30th Avenue right-of-way line" where it abuts Lot 1.
2. Provide separate easements for utilities and drainage on Lots 2 and 3.

Three motions are required in the order listed below:

MOTION FOR SUBDIVISION VARIANCE:

Motion to (table / approve / approve with conditions / approve with modifications / deny) the request for a variance from the *Hutchinson Subdivision Regulations, Sec. 9-619. Underground Utilities*, for the North Pointe Addition based on finding that the factors for approval are (met / not met).

If the Planning Commission approves the subdivision variance, the applicant will need to revise the final plat and add a reference including the date the variance was granted, the nature of the variance, and the case number (16-SV-01).

MOTION FOR PRELIMINARY PLAT:

Motion to (table / approve / modify and approve / deny) the preliminary plat for the North Pointe Addition.

MOTION FOR FINAL PLAT:

Motion to [table / recommend to the City Council (approval / approval with modifications / denial)] of the final plat for the North Pointe Addition.

Prior to City Council consideration of the final plat, the applicant will need to submit a revised final plat (one paper copy and one PDF) and a signed final plat mylar to the Planning Department a minimum of one week prior to the desired City Council meeting.

DEVELOPMENT REVIEW COMMENTS:

The Development Review Committee (DRC) met on March 8, 2016, to provide comments on the plats that were received on February 16, 2016. Comments were sent to the applicant following the meeting. Those comments are attached as **Exhibit A**. Based on the DRC comments, the applicant provided revised plats on March 24, 2016, which were distributed to the DRC members for review and comment on March 25th.

On March 29, 2016, Staff received the following comment from Kim Forbes, Fire Chief, and advised the applicant that this information needs to be provided to the City:

A **licensed engineer's report** confirming that the proposed dead end 8 inch water line will deliver 4,500 to 6,000 gallons of water to be delivered by the 2 proposed fire hydrants for structural firefighting purposes. If the dead end 8 inch water line is not capable of delivering this amount of water, a larger size water line may be required or a looped water line may be required.

The above information will need to be provided and be reviewed and approved by Staff before the Planning Commission can take action on the preliminary plat, final plat, and subdivision variance requests.

SUBDIVISION VARIANCE ANALYSIS:

Overhead Electric Lines. Existing, overhead electric lines cross over the south side of Lot 1 and the east side of Lot 3. The applicant has requested a subdivision variance from the following section of the Subdivision Regulations, which requires existing electric lines to be placed underground.

According to **Sec. 9-619 of the *Hutchinson Subdivision Regulations***, "Wherever existing utility facilities are located aboveground, except where existing on public rights-of-way, they shall be removed and placed underground throughout any new subdivision. In cases where property is being replatted, a subdivision variance may be granted for this section, if the [subdivision variance] findings in **Sec. 9-702.B.** can be made."

Staff Analysis of the Required Subdivision Variance Findings (from Sec. 9-702.B.):

1. The granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property or improvements in the neighborhood where the subdivision is located.

Mixed. The overhead electrical lines are an existing feature of the property. Overhead electrical lines are more susceptible to failing due to high winds and ice than those that are buried below ground. Downed lines represent a safety hazard to the public. Overhead electrical lines are also not visually appealing. Therefore, while they are existing and aboveground, the lines would be safer if they were placed underground.

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not generally applicable to other property in the vicinity.

Mixed. The overhead electrical lines are already in place on the property. Moving the electrical lines underground will represent an additional cost to the owner. While Westar did not comment on this request, in one other subdivision, Westar indicated that, where powerlines on either side of the subdivision were also located aboveground, it was their preference that lines in between remain aboveground.

3. Because of the particular physical surroundings, shape or topographical conditions of the subdivision property, an extraordinary hardship to the owner would result, as distinguished from a mere inconvenience, if the standards of the Subdivision Regulations were applied.

Mixed. The powerline along Lorraine Street that traverses Lot 3 continues overhead both to the

North and South of this subdivision. To the North, the powerline crosses unplatted property. To the South, the powerline abuts the Brentwood Addition, and it is unclear whether the powerline is in the right-of-way or on private property. If this line on Lot 3 were undergrounded, the existing segments outside of the subdivision would continue to be located above ground. The same would be true of the existing overhead power line crossing Lot 1. To the East and West of Lot 1, the power line crosses private properties not owned by the applicant.

4. The variance will not in any manner cause the need for variances of the zoning regulations, comprehensive plan, official street classification map or other adopted plan or regulation of the City.

Mixed. The regulations provide a mechanism for obtaining variances because there are times when the regulations cannot be uniformly applied to all properties, especially where there are unique circumstances. The subdivision regulations require existing powerlines to be moved underground unless they are located in the public right-of-way. Further, all new powerlines are required to be placed underground. It is staff's opinion that the general spirit and intent of the regulations is for powerlines to be located underground wherever feasible. However, this property poses a unique situation due to the aboveground lines that continue both north and south of the subdivision along Lorraine Street and east and west of the subdivision on both sides of Lot 1.

PRELIMINARY PLAT AND FINAL PLAT ANALYSIS:

1. Lot Dimensions, Frontage, and Street Access (C-4 District / Arterial Streets)

The proposed lots are compliant with the minimum size and access requirements of the *Hutchinson Zoning Regulations*. In the C-4 District, the minimum lot size is 5,000 square feet, and the minimum street frontage is 25 feet per lot. The streets used for access to the property (30th Avenue and Lorraine Street) are already constructed and in place. Lot 2 has no street frontage but will have access to 30th Avenue via a platted access easement across Lots 1 and 3.

2. Drainage Study

An approved drainage study is required. The drainage study is still under review by Staff. The platting process can move forward without an approved drainage study. However, an approved drainage study is required prior to the issuance of a building permit.

3. Utilities

Water. Lots 1 and 3 currently have adequate water service. Water service will need to be extended to serve Lot 2 (location of the proposed self-storage facility) as noted by the Fire Chief.

Sanitary Sewer. Lot 3 currently has adequate sanitary sewer service. Lots 1 and 2 have no sanitary sewer service though adequate access is available and the necessary easements are in place.

Electric Power. The property has existing overhead electric lines along the South side of Lot 1 and the East side of Lot 3. The applicant has requested a subdivision variance to keep from having to place these lines underground. All three lots have adequate access to electric power.

Drainage Easements. The proposed drainage easements on Lots 2 and 3 are collocated with utility easements, but this is not permitted. According to the *Hutchinson Subdivision Regulations, Sec. 9-608.A.5.*, drainage easements shall not be collocated with other utility easements. These easements will need to be revised on the preliminary plat and final plat.

4. Revisions and Corrections

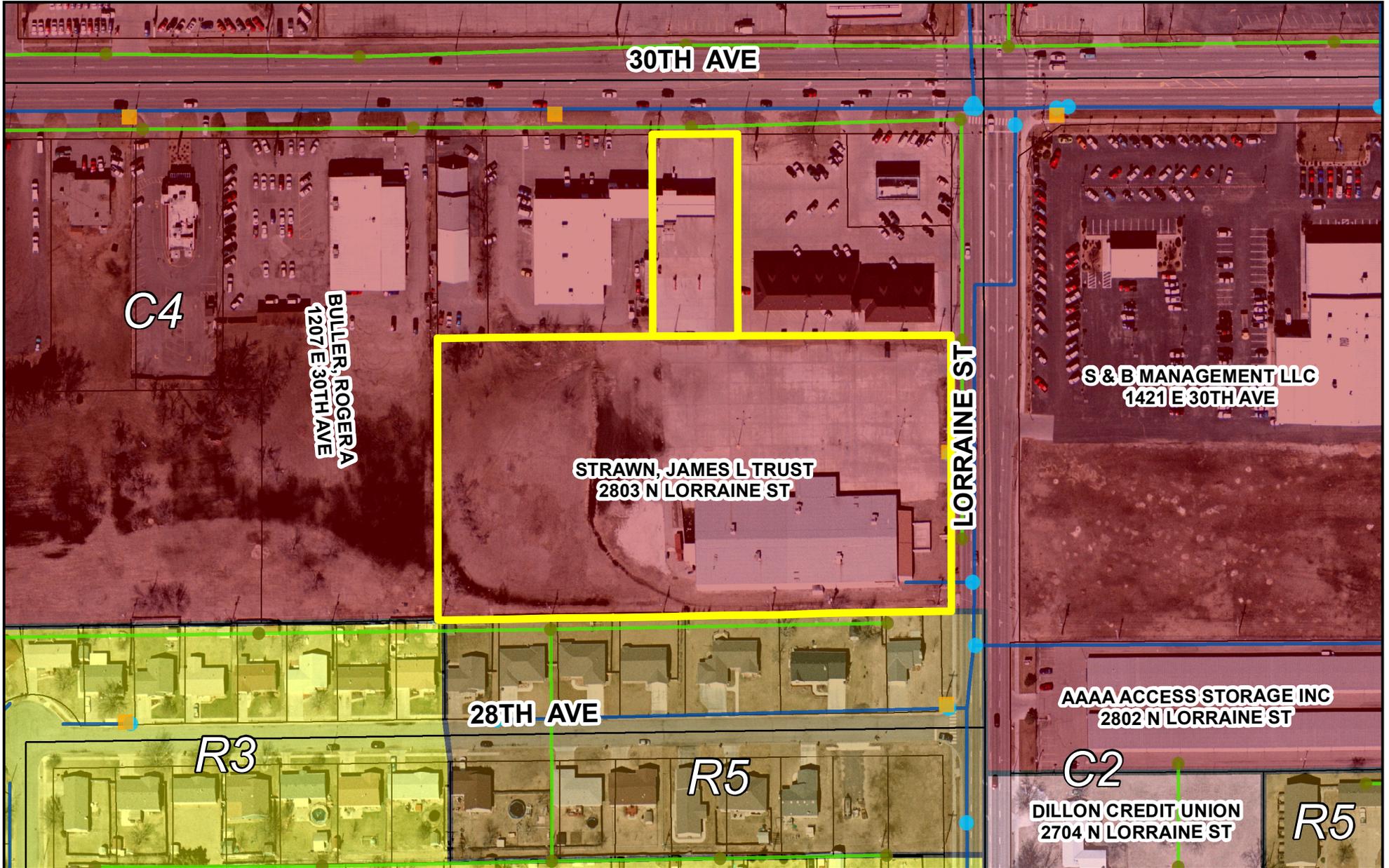
Several revisions to the preliminary plat and final plat are required. These revisions are listed on Page 2 of this report.

EXHIBITS:

- A. Development Review Comments, 3/8/2016
- B. Current Zoning Map
- C. Photographs of the Subject Property
- D. Subdivision Variance Application
- E. Preliminary Plat Application
- F. Final Plat Application
- G. Preliminary Plat – Revised 3/24/2016
- H. Final Plat – Revised 3/24/2016

CC: Jana McCarron, AICP, Director of Planning and Development
Stephanie Stewart, Planning Technician
Charlene Mosier, Planning Technician

16-SD-04: Zoning Map



0 30 60 120 Feet

2803 N. Lorraine St., Hutchinson, KS



North Pointe Center on Lot 3 – Looking East toward Lorraine Street



North Pointe Center Parking Lot on Lot 3 – Looking toward the Northeast



North Pointe Center Sign and Overhead Powerlines on Lot 3 – Looking South along Lorraine Street



Access Drive over Lot 1 to Lot 3 and Overhead Powerlines – Looking South from 30th Avenue



Parking Spaces Marked "Government Parking" on Lot 3 – Looking toward the North



View of Lot 2 – Looking Southwest from Lot 3



View of Lot 2 – Looking West-Northwest from Lot 3



View of Lot 2 and Adjacent Houses Looking Southwest from Lot 3



View of Lot 2 and Adjacent Business Looking Northwest from Lot 3



MINUTES
CITY PLANNING COMMISSION
TUESDAY, APRIL 5, 2016 – 5:00 p.m.
CITY COUNCIL CHAMBERS
125 EAST AVENUE B

1. The Planning Commission meeting was called to order with the following members present: Terry Bisbee, Harley Macklin, Janet Hamilton, Todd Carr, Tom Hornbeck, Mark Woleslagel, Robert Obermite, and Ken Peirce. Darryl Peterson was absent. Staff present were Casey Jones, Senior Planner; and Charlene Mosier, Planning Technician.

2. APPROVAL OF MINUTES

The minutes of the March 15, 2016, meeting were approved on a motion by Bisbee, seconded by Macklin, passed unanimously.

3. CORRESPONDENCE & STAFF REPORTS

The documents and staff reports were accepted into the official record on a motion by Bisbee and approved unanimously by acclamation.

4. NEW BUSINESS

- 4a. 16-SD-04 and 16-SV-01: North Pointe Subdivision
Preliminary Plat, Final Plat, Subdivision Variance
2803 N. Lorraine St. and 1225 E. 30th Ave.

Peirce asked the applicant for a presentation. Jim Strawn, 507 N. Whiteside, said he has invested in landscaping, drainage, and building designs and does not want the project to be placed on hold because of a waterline flow request from the Fire Department. They are asking for a water flow of 5500 to 6500 gallons per minute for two hydrants. The local architect does not do these calculations and Strawn said he gave this request to the Wichita architect. Strawn said he will install whatever is needed for the waterline. The lots along 30th Ave. are deep lots and the land behind them is difficult to develop because of vehicle and utility access to this area. He asked that the cases be heard tonight so he could keep the project moving.

Casey Jones, Senior Planner, said the Fire Chief has asked for a report from a licensed engineer confirming the proposed water line meets the capacity required. The water line could impact the design of the preliminary plat and the requirements for the conditional use permit, which is why Staff recommends tabling North Pointe preliminary plat, final plat and the subdivision variance until the applicant has provided the information and revised the plats. The conditional use permit cannot be heard by the City Council until we have all the required water line information.

Carr asked when the calculations would be completed. Strawn said the report should be completed within two weeks. Hornbeck said if the waterlines only affect Strawn's property and no other properties, he would feel better about considering the cases.

Peirce suggested hearing the cases today and including the water flow request as a condition. He asked for the staff report.

Jones reviewed the staff report for the case. James Strawn is requesting approval of the preliminary plat and final plat for North Pointe, which consists of two tracts of land at 2803 N. Lorraine St. (North Pointe Center) and 1225 E. 30th Ave. (Fast Lane Car Wash). The tracts will be reconfigured into three lots totaling 5.355 acres. The car wash will be on Lot 1, the proposed self-storage facility will be on Lot 2, and North Pointe Center will be on Lot 3. The applicant has submitted conditional use permit application 16-CUP-02 for the proposed self-storage facility, which is contingent upon approval of the North Pointe plats. According to the Hutchinson Zoning Regulations, the property is required to be platted prior to any new construction. The property is zoned C-4.

Jones said the parking spaces for the mini storage use need to be on the same lot as the mini storage, and the applicant has provided a parking easement on the north side of Lot 2. The existing storage shed needs to be removed or reset. On the preliminary and final plats, separate easements for utilities and drainage need to be provided on Lots 2 and 3. A note on the plat will need to state the date of the variance approval if the variance is granted.

The applicant is also requesting a variance from the Hutchinson Subdivision Regulations, Sec. 9-619 Underground Utilities, which requires all existing overhead utilities to be moved underground in any new subdivision. There are overhead electric lines crossing Lot 1 and Lot 3, and the applicant requests a variance so these lines can remain in place.

Jones showed maps of the property and photos of North Pointe Center, the overhead utility lines along Lorraine St. and over the access drive off of 30th Ave. Staff is not recommending approval of the subdivision variance for the overhead electric lines. All new powerlines are required to be placed underground. The spirit and intent of the regulation is for powerlines to be located underground wherever feasible. However, this property poses a unique situation due to the aboveground lines that continue north and south of the subdivision along Lorraine St. and east and west of the subdivision on both sides of Lot 1. Moving the electrical lines will also represent additional cost to the owner.

It was noted that other properties in this area are also not platted and have above ground utilities.

Hornbeck said if we continue to do variances for above ground utilities, they will never get closer to meeting the new requirements of utilities be located underground. Peirce commented that digging up the concrete to move the electric lines is more difficult than digging dirt on undeveloped property.

There were no comments from the audience. Peirce asked for a motion on the variance request.

A motion was made by Bisbee, seconded by Macklin to approve variance 16-SV-01 for the North Pointe Addition at 2803 N. Lorraine St. and 1225 E. 30th Ave. The variance is from the requirements of the Hutchinson Subdivision Regulations, Sec. 9-619 Underground Utilities, which require overhead utilities to be removed and reinstalled underground. The Planning Commission made the following findings:

- 1. The granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property or improvements in the neighborhood where the subdivision is located.**
- 2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not generally applicable to other property in the vicinity.**
- 3. Because of the particular physical surroundings, shape or topographical conditions of the subdivision property, an extraordinary hardship to the owner would result, as distinguished from a mere inconvenience, if the standards of the Subdivision Regulations were applied.**
- 4. The variance will not in any manner cause the need for variances of the zoning regulations, comprehensive plan, official street classification map or other adopted plan or regulation of the City.**

The motion passed with the following vote: Yes - Woleslagel, Hamilton, Obermite, Carr, Hornbeck, Bisbee, Macklin, Peirce.

Peirce asked for a motion on the Preliminary Plat.

Motion by Macklin, seconded by Bisbee to approve the preliminary plat for the North Pointe Addition subject to the provision of an approved waterline calculation and the following revisions:

- 1. Label the “30th Avenue right-of-way line” where it abuts Lot 1.**
- 2. Correct the spelling of “Alpha” at the found ½” rebar at the SW corner of the property.**
- 3. On the east side of Lot 2, provide a separate 10-foot utility easement and a separate 10-foot drainage easement running North to South. The utility easement shall be extended to the North to connect to the proposed utility easement running East to West.**
- 4. The shed on Lot 2 is located in an easement and it crosses a lot line. Add a note indicating that the shed will be removed from the property or moved to an approved location.**

The motion passed with the following vote: Yes - Woleslagel, Hamilton, Obermite, Carr, Hornbeck, Bisbee, Macklin, Peirce.

Peirce asked for a motion on the Final Plat.

Motion by Carr, seconded by Bisbee to recommend to the City Council approval of the final plat for the North Pointe Addition subject to all conditions of the preliminary plat, waterline calculation approval, and the following revisions:

- 1. Add a note referencing the approved subdivision variance, including the nature of the subdivision variance, the date the subdivision variance was granted (4/5/2016), and the case number (16-SV-01).**
- 2. Label the “30th Avenue right-of-way line” where it abuts Lot 1.**
- 3. On the east side of Lot 2, provide a separate 10-foot utility easement and a separate 10-foot drainage easement running North to South. The utility easement shall be extended to the North to connect to the proposed utility easement running East to West.**

The motion passed with the following vote: Yes - Woleslagel, Hamilton, Obermite, Carr, Hornbeck, Bisbee, Macklin, Peirce.

5. PUBLIC HEARINGS

- 5a. 16-CUP-02 Request for a conditional use permit to establish a climate-controlled self-storage facility on property at 2803 N. Lorraine St. in the C-4 Special Commercial District.

Peirce asked if there were any outside contacts or conflicts of interest; there were none.

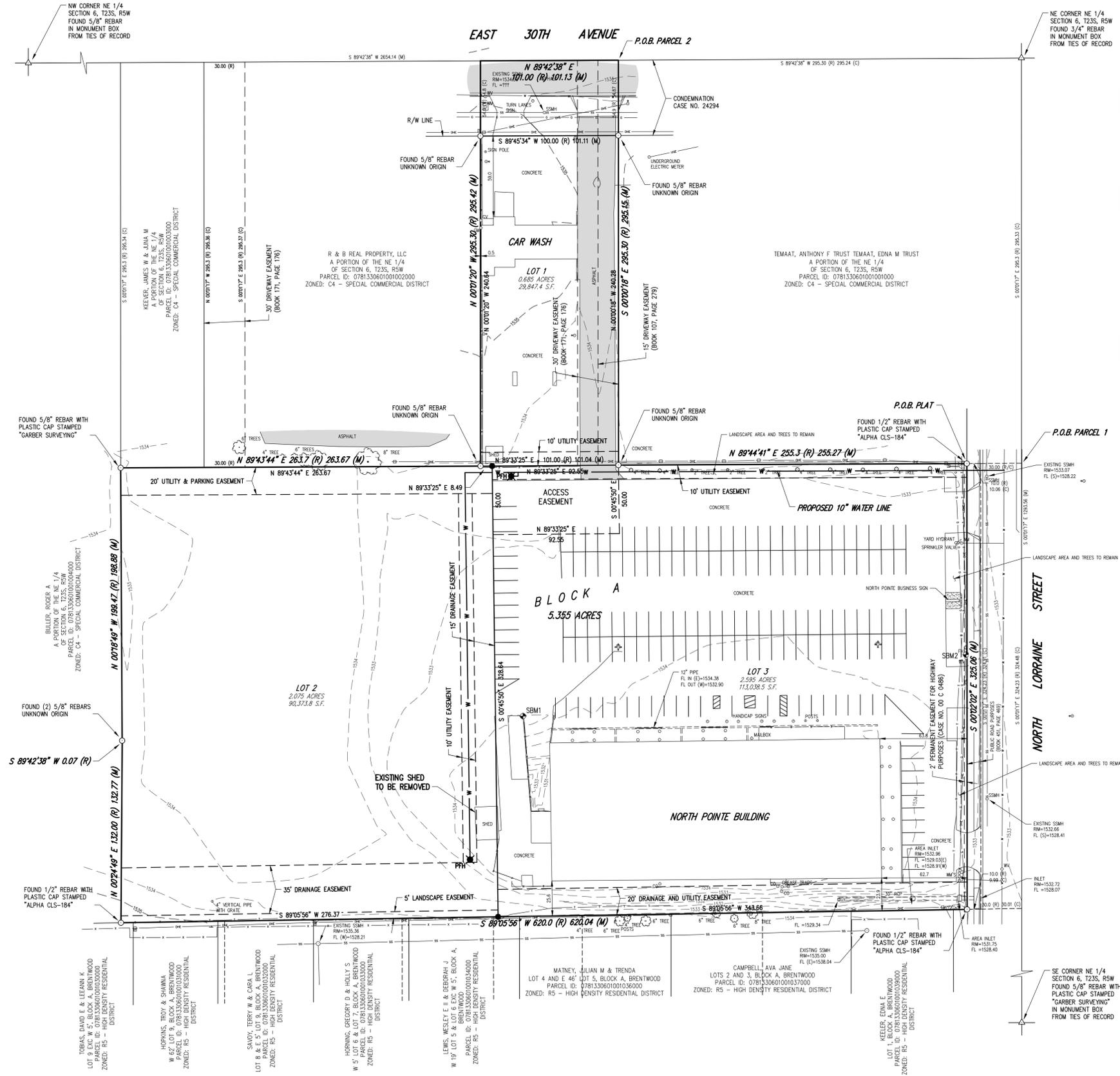
Jones reviewed the staff report for the case. The applicant, James Strawn, is requesting a conditional use permit to construct a self-storage facility on property located at 2803 N. Lorraine St. This property is zoned C-4 Special Commercial District. According to Sec. 27-406 of the Hutchinson Zoning Regulations, self-storage facilities require a conditional use permit in the C-4 District. Approval of this conditional use permit will be contingent on approval and recording of the final plat.

The applicant proposes to construct three freestanding self-storage buildings that would be ten feet in height. Two of the buildings would be 40' x 200'. The third building would be 100' x 200'. The facility would be accessible from 30th Ave. or Lorraine St. across private property that is also owned by the applicant. An access easement to 30th Ave. will be dedicated on the final plat and will provide a legal means of access to the property in the future in the event of a change in ownership. Driveways around the buildings will be paved with concrete. A 5' landscape buffer with juniper trees and a 35' drainage easement containing grass would be provided along the South property line, where the property abuts the rear yards of several houses. A 15' drainage easement containing a 7' grass strip would be provided along the East property line, the side facing Lorraine St. A 6' fence would be installed around the perimeter of the facility, with chain link on the North, South, and West, and wrought iron on the East.

PRELIMINARY PLAT

NORTH POINTE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN, HUTCHINSON, RENO COUNTY, KANSAS.



BENCH MARKS

SBM1:
CHISELED "X" CUT IN CONCRETE THAT IS 19.7 FEET NORTH AND 19.2 FEET WEST OF THE NORTHWEST CORNER OF THE BUILDING
ELEV 1534.94(NAVD88)

SBM2:
"M" IN MUELLER ON TOP OF FIRE HYDRANT APPROXIMATELY 185 FEET NORTH OF THE SOUTHEAST PROPERTY CORNER.
ELEV 1535.90(NAVD88)

UTILITY NOTES

UTILITIES SHOWN HEREON WERE LOCATED BY THE UTILITY COMPANIES OR THEIR AGENTS RELATING TO KANSAS ONE-CALL TICKET NUMBER 15390011 AND 15390000 DATED AUGUST 14, 2015.

FLOOD NOTE

THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. FLOOD INSURANCE RATE MAP FOR RENO COUNTY, KANSAS. COMMUNITY PANEL NUMBER 2015SC0284E. EFFECTIVE DATE JANUARY 6, 2010.

PROPERTY INFORMATION

PROPERTY WAS SURVEYED ON AUGUST 26, 2015.

EXISTING ZONING:
C-4 SPECIAL COMMERCIAL DISTRICT

PROPOSED ZONING:
C-4 SPECIAL COMMERCIAL DISTRICT

BASE FLOOD ELEVATION:
N/A

CLOSURE REPORT

ERROR CLOSURE: 0.0038
ERROR NORTH: 0.0021
PERIMETER: 2487.46

COURSE: N 56°50'21" W
ERROR EAST: -0.0032
PRECISION: 1 : 642791

OWNER / SUBDIVIDER

JAMES L. STRAWN
507 NORTH WHITESIDE
HUTCHINSON, KS 67501
PHONE: 620-662-7152

SURVEYOR

LLOYD P. DORZWEILER, LS 885
ALPHA LAND SURVEYS, INC.
216 WEST SECOND AVENUE
HUTCHINSON, KS 67501
PHONE: 620-728-0012

ORIGINAL DESCRIPTIONS

PARCEL 1:
A TRACT COMMENCING AT THE NORTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH P.M., RENO COUNTY, KANSAS; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 295.3 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH WITHOUT DEFLECTION 324.23 FEET TO A POINT THAT IS 619.53 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WITH A DEFLECTION ANGLE 89 DEGREES 08 MINUTES RIGHT-WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 660.0 FEET, AS PREVIOUSLY SURVEYED AND LATER PLATTED AS THE NORTH LINE OF BRENTWOOD ADDITION TO THE CITY OF HUTCHINSON; THENCE WITH A DEFLECTION ANGLE 90 DEGREES 52 MINUTES RIGHT-NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 132.0 FEET; THENCE WITH A DEFLECTION ANGLE 90 DEGREES 52 MINUTES LEFT-WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 0.07 FEET; THENCE WITH A DEFLECTION ANGLE 90 DEGREES 52 MINUTES RIGHT-NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 199.47 FEET TO A POINT THAT IS 295.3 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WITH A DEFLECTION ANGLE 89 DEGREES 44 MINUTES RIGHT-EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 660.0 FEET TO THE PLACE OF BEGINNING, IN RENO COUNTY, KANSAS.

LESS AND EXCEPT ALL THAT PART TAKEN OR USED FOR PUBLIC ROAD PURPOSES, LYING EAST OF A LINE WHICH IS 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER; ALSO EXCEPT A TRACT OF LAND FOR RIGHT OF WAY PURPOSES IN SAID NORTHEAST QUARTER AS CONVEYED BY DOCUMENT FILED JUNE 6, 1980, RECORDED IN BOOK 451, PAGE 469, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 295.3 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEGINNING IN THE WEST LINE OF LORRAINE STREET; THENCE CONTINUING WEST PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 324.23 FEET, MORE OR LESS, TO THE NORTH LINE OF BRENTWOOD ADDITION TO HUTCHINSON, KANSAS; THENCE EAST ALONG THE NORTH LINE OF BRENTWOOD ADDITION A DISTANCE OF 10.00 FEET TO THE WEST LINE OF LORRAINE STREET; THENCE NORTH ALONG SAID WEST LINE OF LORRAINE STREET A DISTANCE OF 324.23 FEET, MORE OR LESS, TO A POINT OF BEGINNING, HUTCHINSON, RENO COUNTY, KANSAS.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH P.M., RENO COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 295.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 101.00 FEET; THENCE WITH A DEFLECTION ANGLE 89°43'15" LEFT-SOUTH (PREVIOUSLY DESCRIBED AS 89°44" PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 295.30 FEET; THENCE WITH A DEFLECTION ANGLE 90°16'45" LEFT-EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 101.00 FEET; THENCE WITH A DEFLECTION ANGLE 89°43'15" LEFT-NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 295.30 FEET TO THE POINT OF BEGINNING.

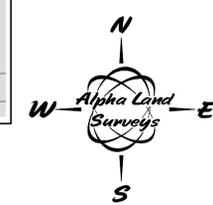
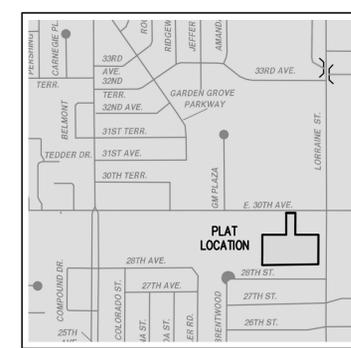
ORIGINAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN, RENO COUNTY, KANSAS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°01'17" EAST (BASIS OF BEARING IS NAD83 GRID KANSAS SOUTH ZONE) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 295.3 FEET (295.3 FEET RECORD); THENCE SOUTH 89°44'11" WEST 40.06 FEET (40.0 FEET RECORD) TO THE WEST LINE RIGHT-OF-WAY LINE OF NORTH LORRAINE STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 00°02'02" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH LORRAINE STREET 325.06 FEET TO THE NORTH LINE OF BRENTWOOD ADDITION, HUTCHINSON, KANSAS; THENCE SOUTH 89°05'56" WEST ALONG THE NORTH LINE OF SAID BRENTWOOD ADDITION 620.04 FEET (620.0 FEET RECORD); THENCE NORTH 00°24'49" EAST 132.77 FEET (132.0 FEET RECORD); THENCE SOUTH 89°42'38" WEST 0.07 FEET; THENCE NORTH 00°18'49" WEST 198.88 FEET (199.47 FEET RECORD); THENCE NORTH 89°43'44" EAST 263.67 FEET (263.7 FEET RECORD); THENCE NORTH 00°01'20" WEST 295.42 FEET (295.30 FEET RECORD) TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°42'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 101.13 FEET (101.00 FEET RECORD); SAID POINT BEING 295.24 FEET (295.3 FEET RECORD) WEST OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°01'18" EAST 295.15 FEET (295.30 FEET RECORD); THENCE NORTH 89°44'41" EAST 255.27 FEET (255.3 FEET RECORD) TO THE POINT OF BEGINNING, CONTAINING 5.355 ACRES.

LEGEND OF SYMBOLS & ABBREVIATIONS

- △ SECTION SUBDIVISION CORNER FOUND
- FOUND 1/2" REBAR WITH PLASTIC CAP
- ◐ STAMPED "ALPHA CLS-184"
- SET 1/2" REBAR WITH PLASTIC CAP
- ◑ STAMPED "ALPHA CLS-184"
- CHISELED "X" CUT IN CONCRETE
- ⊕ POWER POLE
- ⊖ TELEGRAPH POLE
- ⊙ LIGHT POLE
- ⊙ GUY ANCHOR
- ⊙ UNDERGROUND ELECTRIC BOX
- ⊙ UNDERGROUND TELEPHONE PEDESTAL
- ⊙ UNDERGROUND CABLE TELEVISION PEDESTAL
- ⊙ TREE / SHRUB
- ⊙ GAS METER
- ⊙ MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CLEANOUT
- ⊙ STORM WATER SEWER MANHOLE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊙ MONITOR WELL
- ⊙ SPRINKLER HEAD
- ⊙ GUARD POST
- ⊙ SITE BENCHMARK
- ⊙ OVERHEAD ELECTRIC
- ⊙ UNDERGROUND ELECTRIC
- ⊙ UNDERGROUND TELEPHONE
- ⊙ GAS LINE
- ⊙ UNDERGROUND TELEVISION CABLE
- ⊙ SANITARY SEWER LINE
- ⊙ WATER LINE
- ⊙ FENCE

*Final Version. Received 6-9-2016
Hutchinson Planning & Development Dept.*

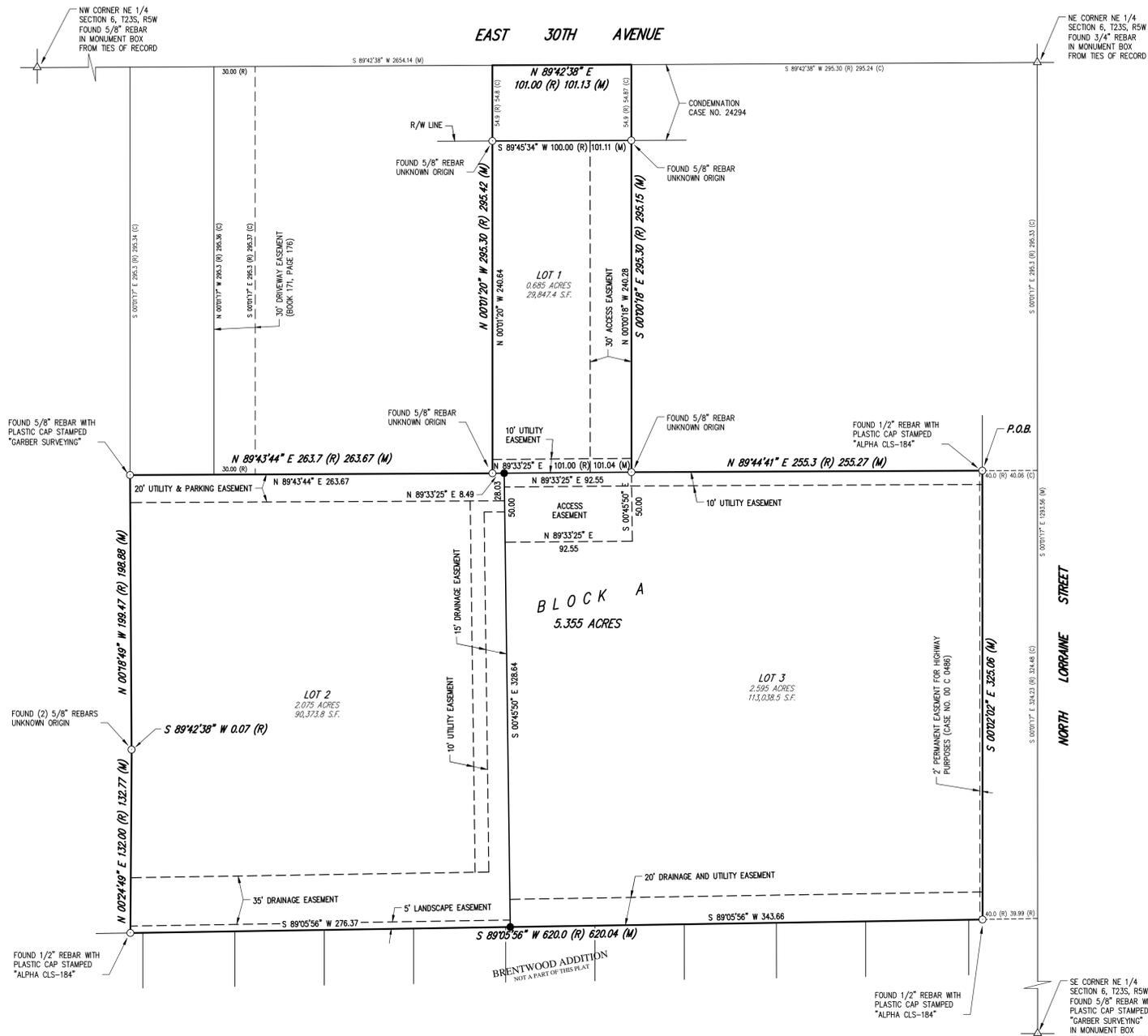


SURVEY TYPE: PRELIMINARY PLAT	
Alpha Land Surveys, Inc. 216 WEST SECOND AVENUE HUTCHINSON, KANSAS 67501 PH: (620) 728-0012 FAX: (620) 728-0413	
SURVEY DATE: 08/26/2015	PLOT DATE: 08/09/2016
DRAWN BY: RB	PROJ. NO.: 150137P
CHECKED BY: LPD	SHEET 1 OF 1

FINAL PLAT

NORTH POINTE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN, HUTCHINSON, RENO COUNTY, KANSAS.

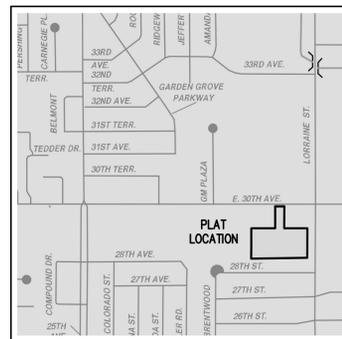


CLOSURE REPORT					
TYPE	FROM	TO	DIRECTION	DISTANCE	ERROR
TRAV	1	2	S 00°02'02\"	325.06	-0.0000
TRAV	2	3	S 89°05'58\"	620.04	-0.1923
TRAV	3	4	N 00°24'49\"	132.77	-0.1923
TRAV	4	5	S 89°42'38\"	263.67	-0.1923
TRAV	5	6	N 00°18'49\"	198.88	-0.1923
TRAV	6	7	N 89°43'44\"	263.67	-0.1923
TRAV	7	8	N 00°01'20\"	295.30	-0.1923
TRAV	8	9	N 89°42'38\"	101.13	-0.1923
TRAV	9	10	S 00°00'18\"	295.15	-0.1923
TRAV	10	11	N 89°44'41\"	255.27	-0.1923

CLOSURE: CLOSING LINE: N 56°52'1\" W 0.0038 FROM 11 TO 1
 LATITUDE (N): 0.0021 PERIMETER: 2487.46
 DEPARTURE (E): -0.0032 ERROR OF CLOSURE: 1:647291

LEGEND OF SYMBOLS & ABBREVIATIONS

- △ SECTION SUBDIVISION CORNER FOUND
- SURVEY MONUMENT FOUND
- POURED CONCRETE AROUND MONUMENT
- N. NORTH
- S. SOUTH
- E. EAST
- W. WEST
- P.O.B. POINT OF BEGINNING
- ° DEGREES
- ' FEET OR MINUTES
- \" INCHES OR SECONDS
- S.F. SQUARE
- C. CALCULATED
- R. RECORD
- M. MEASURED
- R/W RIGHT OF WAY



VICINITY MAP (NOT TO SCALE)

DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN, RENO COUNTY, KANSAS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°01'17\"

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME, OR UNDER MY SUPERVISION; THAT ALL OF THE SUBDIVISION REGULATIONS OF THE CITY OF HUTCHINSON, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THE PLAT; AND THAT ALL OF THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL AT _____, KANSAS, THIS _____ DAY OF _____, 20____.

LLOYD P. DORZWEILER, L.S. #885

REVIEW SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT ON THIS _____ DAY OF _____, 20____. THIS PLAT HAS BEEN REVIEWED FOR FILING, PURSUANT TO K.S.A. 58-2005 AND K.S.A. 58-2001 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THOSE PROVISIONS. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

DANIEL E. GARBER, L.S. #683

OWNER'S CERTIFICATE AND DEDICATION

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

THIS IS TO CERTIFY THAT THE UNDERSIGNED OWNER(S) OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO LOTS, BLOCKS, STREETS AND OTHER PUBLIC WAYS UNDER THE NAME OF "NORTH POINTE A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH PRINCIPAL MERIDIAN, HUTCHINSON, RENO COUNTY, KANSAS"; THAT ALL HIGHWAYS, STREETS, ALLEYS, EASEMENTS AND PUBLIC SITES AS DENOTED ON THE PLAT ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING PUBLIC IMPROVEMENTS; AND FURTHER THAT THE LAND CONTAINED HEREIN IS HELD AND SHALL BE CONVEYED SUBJECT TO ANY APPLICABLE RESTRICTIONS, RESERVATIONS AND COVENANTS NOW ON FILE OR HEREAFTER FILED IN THE OFFICE OF THE REGISTER OF DEEDS, RENO COUNTY, KANSAS.

LOT 1, FASTLANE EXPRESS CAR WASH, LLC, JAMES L. STRAWN, TRUSTEE

LOTS 2 AND 3, JAMES L. STRAWN TRUST, JAMES L. STRAWN, TRUSTEE

DATE SIGNED: _____

JAMES L. STRAWN, TRUSTEE

NOTARY CERTIFICATES

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME JAMES L. STRAWN, WHO IS KNOWN TO ME TO BE THE SAME PERSON AND EXECUTED THE FOREGOING PLAT AND THE WITHIN INSTRUMENT OF WRITING.

IN TESTIMONY WHEREOF:

IN HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR MENTIONED ABOVE. MY COMMISSION EXPIRES: _____

_____, NOTARY PUBLIC

PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

THIS PLAT WAS APPROVED BY THE CITY OF HUTCHINSON PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____, AND WAS RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL OF HUTCHINSON, KANSAS.

DATE SIGNED: _____

BY _____
 KEN PEIRCE, CHAIRMAN

ATTEST:

JANA MCCARRON, SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINSON, KANSAS THIS _____ DAY OF _____, 20____.

DATE SIGNED: _____

BY _____
 JADE PIROS DE CARVALHO, MAYOR

(SEAL)

ATTEST:

KAREN WELTMER, CITY CLERK

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS)
) SS
 COUNTY OF RENO)

RECORDED THIS _____ DAY OF _____, 20____ A.D. _____ (A.M.) (P.M.)

FEE PAID: _____, FILED IN PLAT FILE: _____, SLEEVE: _____

BONNIE RUEBKE, REGISTER OF DEEDS

ENTERED IN THE TRANSFER RECORD THIS _____ DAY OF _____, 20____.

DONNA PATTON, COUNTY CLERK

EASEMENTS

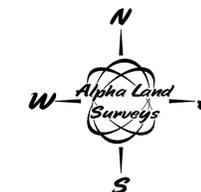
EASEMENTS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AND SAID EASEMENTS MAY BE EMPLOYED IN PERPETUITY AS A COVENANT RUNNING WITH THE LAND FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER, WATER LINES, GAS LINES, ELECTRIC LINES AND POLES, TELEPHONE LINES AND POLES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR RENO COUNTY, KANSAS, COMMUNITY PANEL NUMBER 2015CO284F. EFFECTIVE DATE JANUARY 6, 2010.

NOTES

- A VARIANCE FROM SECTION 9-619 OF THE HUTCHINSON SUBDIVISION REGULATIONS, CASE NO. 16-SV-01, WAS GRANTED BY THE PLANNING COMMISSION ON APRIL 5, 2016 ALLOWING FOR EXISTING POWERLINES TO REMAIN OVERHEAD.



SURVEY TYPE	
FINAL PLAT	
Alpha Land Surveys, Inc. 216 WEST SECOND AVENUE HUTCHINSON, KANSAS 67301 PH: (620) 728-0012 FAX: (620) 728-0413	
SURVEY DATE: 08/26/2015	PLOT DATE: 08/09/2016
DRAWN BY: RB	PROJ. NO.: 150137P
CHECKED BY: LPD	SHEET 1 OF 1

Received 6-9-2016
 Hutchinson Planning & Development Dept.



CITY COUNCIL AGENDA REPORT

COUNCIL COMMUNICATION	
FOR MEETING OF	June 21, 2016
AGENDA ITEM	8c
FOR ACTION	✓
INFORMATION ONLY	

DATE: June 14, 2016

SUBMITTED BY: Casey Jones, AICP, CFM, Senior Planner

REQUEST: Case #16-CUP-02

Request for a conditional use permit to establish a climate-controlled self-storage facility on property at 2803 North Lorraine Street in the C-4 District (Lot 2, Block A, of the proposed North Pointe Addition)

OWNER/APPLICANT: Mr. James L. Strawn

CITY COUNCIL ACTION REQUIRED:

Motion to (accept and approve/amend and approve/override and deny by at least a majority vote of 4 of the 5 Council members/return to the Planning Commission) the recommendation of the Planning Commission to approve the conditional use permit for a climate-controlled self-storage facility at 2803 North Lorraine Street (Lot 2, Block A, of the proposed North Pointe Addition) pursuant to the factors and conditions as listed below.

PLANNING COMMISSION RECOMMENDATION:

On April 5, 2016, the Hutchinson Planning Commission recommended approval of this request by a vote of 8-0, based upon due consideration of the following factors:

1. Character of the neighborhood;
2. Zoning and uses of nearby property;
3. Suitability of the property for the proposed use as presently zoned;
4. Impact on nearby properties;
5. Length of time the property has remained vacant;
6. Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;
7. Availability of public utilities to serve the development;
8. Conformance to the Comprehensive Plan; and
9. Recommendations of the professional staff.

And with the following conditions of approval:

1. This conditional use permit shall only be used for construction of a self-storage facility on the property at 2803 North Lorraine Street.
2. Approval of this conditional use permit is contingent upon approval and recording of a final plat for the property.
3. A building permit shall be obtained prior to any construction.
4. An approved drainage study is required prior to issuance of a building permit.
5. The parcel shall be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings. Changes to the site plan shall be subject to administrative site plan review and approval.

6. All driveways and parking spaces shall be paved with concrete or asphalt.
7. Rooftop and ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by Section 27-908.E.8. of the Hutchinson City Code.
8. Exterior lighting must be shaded from adjacent residential properties as required by Section 27-909 of the Hutchinson City Code.
9. A sign permit shall be obtained prior to installation of any signs.
10. A certificate of occupancy shall be obtained prior to using each building. All site improvements, including landscaping, shall be installed prior to the issuance of a final certificate of occupancy.
11. The self-storage facility shall *not* be subject to limitations on hours of operation.

PUBLIC HEARING:

A public hearing was held before the Hutchinson Planning Commission on April 5, 2016, where the attached staff report (**Exhibit 1**) was presented. The official minutes for the public hearing are included as **Exhibit 2**. Written comments were submitted by Holly and Greg Horning of 1300 E. 28th Avenue, who reside to the South of the proposed storage facility (See Exhibit H). Their comments were in regard to screening, exterior lighting, and hours of operation. Those comments were submitted to the Planning Commission in advance of the public hearing. During the hearing, no one other than the applicant addressed the Planning Commission regarding this request.

ATTACHMENTS:

- Exhibit 1 – Planning Commission Staff Report and Attachments (Exhibits A-H)
- Exhibit 2 – Official Planning Commission Minutes (Meeting of April 5, 2016)



**Planning Commission
Staff Report**

Public Hearing: 4/5/2016

March 30, 2016

TO: Hutchinson Planning Commission

FROM: Casey Jones, AICP, CFM *cg*
Senior Planner

SUBJECT: 16-CUP-02: Request for a conditional use permit to establish a climate-controlled self-storage facility on property at 2803 N Lorraine St in the C-4 Special Commercial District



OWNER/APPLICANT: James L. Strawn

REQUEST:

The applicant requests a conditional use permit for construction of a self-storage facility on property located at 2803 N Lorraine St. This property is zoned *C-4 Special Commercial District*. According to Sec. 27-406 of the *Hutchinson Zoning Regulations*, self-storage facilities require a conditional use permit in the C-4 District. Since this property has not been platted, the applicant has also submitted an application to subdivide the property (See #16-SD-04). Approval of the conditional use permit will be contingent on approval and recording of the final plat.

The applicant proposes to construct three freestanding self-storage buildings. Each building would be 10 feet in height. Two of the buildings would be 40' x 200' (or 8,000 square feet in size). The third building would be 100' x 200' (or 20,000 square feet in size). The facility will be accessible from 30th Avenue or Lorraine Street across private property that is also owned by the applicant. An access easement to 30th Avenue will be dedicated on the final plat, and this will provide a legal means of access to the property in the future in the event of a change in ownership. Driveways around the buildings will be paved with concrete. A 5' landscape buffer with juniper trees and a 35' drainage easement containing grass would be provided along the South property line, where the property abuts the rear yards of several houses. A 15' drainage easement containing a 7' grass strip would be provided along the East property line, the side facing Lorraine Street. A 6' fence would be installed around the perimeter of the facility, with chain link on the North, South, and West, and wrought iron on the East.

STAFF RECOMMENDATION:

Staff recommends approval of this request contingent upon the applicant providing the City with sufficient evidence, as determined by the Fire Chief and City Engineer, that adequate fire flow to the facility can be provided. At the time of this report, this information has not been submitted and this item will need to be Tabled by the Commission. Should the necessary documentation be provided by the applicant in advance of the meeting date and approvals be granted by staff, the Commission may consider the request with the following recommended conditions:

Required conditions:

1. This conditional use permit shall only be used for construction of a self-storage facility on the property at 2803 North Lorraine Street;
2. Approval of this conditional use permit is contingent upon approval and recording of a final plat for the property.
3. A building permit shall be obtained prior to any construction;
4. An approved drainage study is required prior to issuance of a building permit;
5. The parcel shall be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings;
6. All driveways and parking spaces shall be paved with concrete or asphalt;
7. Rooftop and ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by Section 27-908.E.8. of the Hutchinson City Code;
8. Exterior lighting must be shaded from adjacent residential properties as required by Section 27-909 of the Hutchinson City Code;
9. A sign permit shall be obtained prior to installation of any signs;
10. A certificate of occupancy shall be obtained prior to using each building. All site improvements, including landscaping, shall be installed prior to the issuance of a final certificate of occupancy.

Staff recommended condition:

1. Hours of operation shall be limited to the hours between 6:00 a.m. and 11:00 p.m.

MOTION:

Motion to recommend to the City Council (approval / denial) of this request for a conditional use permit for a self-storage facility at 2803 North Lorraine Street based upon due consideration of the following factors:

Factors:

1. Character of the neighborhood;
2. Zoning and uses of nearby property;
3. Suitability of the property for the proposed zoning classification and use;
4. Impacts on nearby properties;
5. Length of time the property has remained vacant;
6. Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;
7. Availability of public utilities to serve the development;
8. Conformance to the Comprehensive Plan; and

Recommendations of the professional staff.

ANALYSIS:

The following is staff's analysis of development standards for the subject property. The analysis assumes that the North Pointe subdivision variance, preliminary plat and final plat requests are approved. See concurrent submittals 16-SV-01 and 16-SD-04.

Item	Standard	Standard Met?
1. Front yard setback	Front yard: No setback is required on an arterial street in the C-4 District, and the self-storage facility will be located on a lot that has no street frontage.	Met. The proposed structures are set back more than 375 feet from Lorraine Street.
2. Side and rear yard setback	Side and rear yard setbacks in the C-4 District shall be a minimum of 10 feet.	Met. The proposed structures are set back 28 feet from the North and West lot lines, 42 feet from the East lot line, and 65 feet from the South lot line.
3. Building Height	In the C-4 District, the maximum building height is 35 feet.	Met. The proposed buildings are 10 feet in height.
4. Maximum Lot Coverage	In the C-4 District, principal structures can cover a maximum of 60 percent of the lot.	Met. The three proposed buildings will cover 39.8 percent of the lot.
5. Driveways	Concrete or asphalt driveways are required. 2-way drives shall be a minimum of 24 feet in width.	Met. Driveways will be paved with concrete, and driveways between buildings will be 25 feet in width.
6. Parking	A self-storage facility is required to provide a minimum of 1 parking space per employee plus 3 parking spaces. (In this case, 4 spaces are required.)	Met. Four parallel parking spaces are provided along the North lot line. A parking easement will be dedicated on the North Pointe final plat.
7. Planting Plan and Screening	A landscape plan or planting plan is required. Where a non-residential use is adjacent to a residential use, landscaping is required along the adjoining lot line.	Met. A 7' grass strip will be provided along the East lot line. Along the South lot line, the applicant will provide a 35' grass drainage swale and a 5' landscape buffer containing 18 Canaert Junipers spaced 15' on center.
8. Mechanical Equipment Screening	New ground-mounted and rooftop mechanical equipment must be screened.	Met. The applicant is not planning to add any new mechanical equipment at this time.
9. Screening of Trash Bins	Large trash bins shall be screened on all four sides.	Met. No large trash bins are proposed at this time.
10. Exterior Lighting	Exterior lighting must be shaded from residential uses.	Met. Exterior lighting, if provided, will cast downward and will be shaded from adjacent residential properties.

PUBLIC NOTIFICATION AND COMMENTS:

A public hearing notice was published in the *Hutchinson News* on February 22, 2016. Public hearing notices were also mailed to all 28 owners of the 29 parcels located within 200 feet of the subject property. One comment was received from Holly and Greg Horning, homeowners at 1300 E 28th Ave, who have concerns about fencing for privacy, exterior lighting, and hours of operation. (See comments attached as **Exhibit I**.) Staff recommends adding as a condition of approval that the hours of operation be limited to the hours between 6:00 a.m. and 11:00 p.m. to address this concern.

DEVELOPMENT REVIEW COMMITTEE:

A Development Review Committee meeting was held on March 8, 2016. The Committee's comments to the applicant are attached as **Exhibit G**.

FACTORS:

Following is staff’s analysis of the factors that the Planning Commission must consider when making its recommendation. The analysis assumes that the North Pointe subdivision variance, preliminary plat and final plat requests are approved. See concurrent submittals 16-SV-01 and 16-SD-04. If these requests are not approved, the conditional use permit request must be tabled and reviewed at a later date together with a revised preliminary plat and final plat.

1. Character of the neighborhood.

Met. This neighborhood is comprised of various commercial uses bordering upon single family residential properties. There is an existing self-storage facility in this neighborhood at 2802 North Lorraine Street, which is adjacent to residential apartments.

2. Current zoning and uses of nearby property.

Met.

	ZONING	LAND USE	OWNER
SITE	C-4 Special Commercial District	Undeveloped land	James L. Strawn Trust
NORTH	C-4 Special Commercial District	Auto repair and machine shop; Auto parts store; Car and truck rental business; Automatic car wash	James W. and Juna M. Keever; R & B Real Property LLC; Fastlane Express Car Wash LLC
SOUTH	R-5 High Density Residential District	Single family dwellings	Wesley Lewis II and Deborah Lewis; Greg and Holly Horning; Terry and Cara Savoy; Troy and Shawna Hopkins
EAST	C-4 Special Commercial District	North Pointe Center (offices, restaurant, salon, pool and hot tub sales)	James L. Strawn Trust
WEST	C-4 Special Commercial District	Undeveloped land; used car dealership	Roger A. Buller

3. Suitability of property for the proposed use as presently zoned.

Met. The property is zoned C-4, and self-storage facilities are classified as a conditional use in this district. The property is large enough to provide for adequate drainage, vehicular circulation, building setbacks, and landscaping for the proposed use.

4. Extent of detrimental effects to nearby properties if the application were approved.

Met. A self-storage facility would generate some traffic but would not have the noise associated with some of the adjacent commercial uses, such as the auto repair and machine shop and car wash. The visual impact upon the residences to the South would be partially mitigated by a row of juniper plantings and a 65’ building setback. Any exterior lighting will be required to be shaded from adjacent residential uses.

5. Length of time property has remained vacant.

Met. The property has been undeveloped for many years.

6. Relative gain to the public health, safety, and welfare compared to the hardship imposed upon the landowner if the application were denied.

Health, safety, and welfare: No impacts to health, safety and welfare are anticipated. The property would be developed according to the approved plans, including the drainage, paving, parking, fencing, and landscaping. Water service will be required for fire extinguishing purposes. Met.

Landowner hardship: If the application were denied, the owner would not be permitted to construct a self-storage facility on this site. The location of the site and its distance from the street could make it somewhat difficult to market for commercial development. Met.

7. Conformance of this request to the Comprehensive Plan.

Not Met. The *Comprehensive Plan 2005-2010* calls for commercial uses on this property. A self-storage facility is considered to be a light industrial use though it may be permitted as a conditional use in the C-4 Special Commercial District.

8. Impact on public facilities and utilities.

Met. An electric service line and a gas service line will be installed as shown on the site plan. The Fire Chief has indicated that “a water line and two fire hydrants capable of delivering up to 6,000 gallons of water per minute are required for this development. The Fire Department will work with the developer on placement of the fire hydrants.” As mentioned above, the applicant has not provided the City with sufficient evidence (i.e. stamped by a licensed, Kansas engineer) that the required fire flow can be delivered to the site. Until such time as this evidence is provided, approval of the Conditional Use Permit would be premature. Utility locations and utility easements will be provided on the North Pointe preliminary plat and final plat to ensure that adequate public facilities will be in place to serve the proposed development.

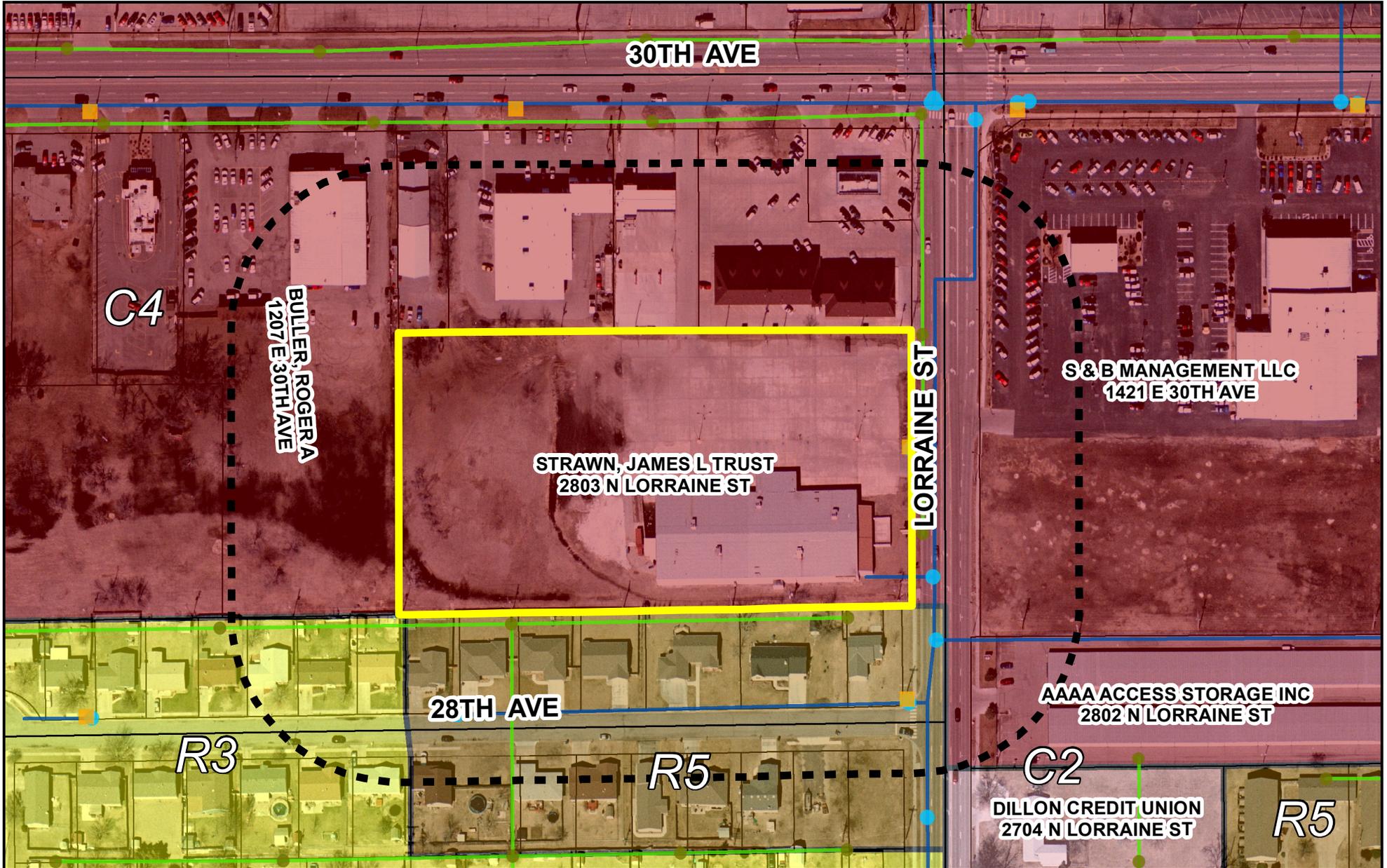
EXHIBITS:

- A. Zoning Map
- B. Future Land Use Map
- C. List of Surrounding Property Owners
- D. Conditional Use Permit Application
- E. Architectural Elevation Drawings and Floor Plan
- F. Site Plan, Landscape Plan, and Utility Plan – Received 2/16/2016
- G. DRC Comments
- H. Comments Received from the Public

CC: Jana McCarron, AICP, Director of Planning and Development
Charlene Mosier, Planning Technician
Stephanie Stewart, Planning Technician

16-CUP-02: Zoning Map

EXHIBIT A



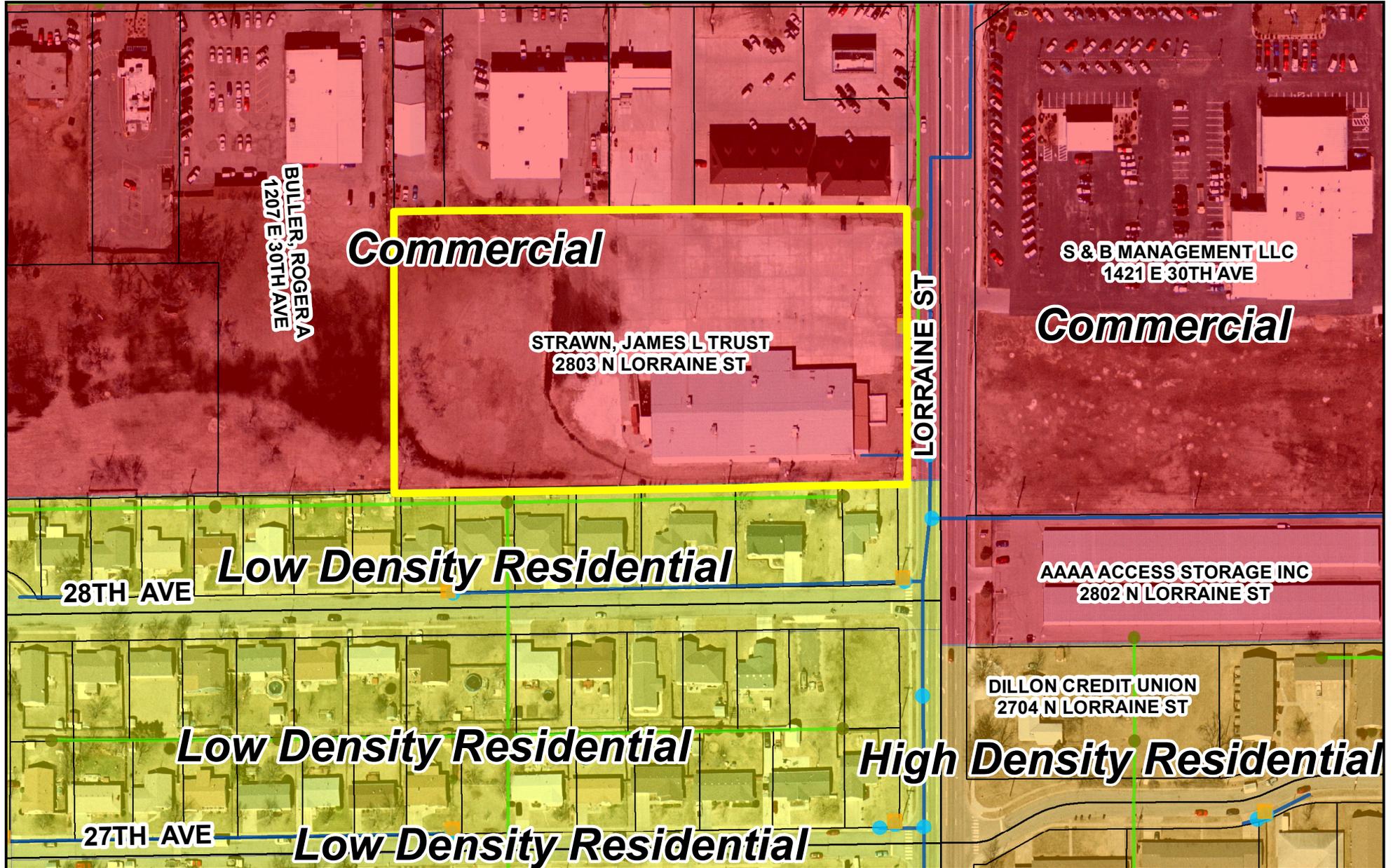
0 30 60 120 Feet

2803 N. Lorraine St., Hutchinson, KS



16-CUP-02: Future Land Use Map

EXHIBIT B



0 30 60 120 Feet

2803 N. Lorraine St., Hutchinson, KS



16-SUP-02
Property Ownership List

EXHIBIT C

OWNER OF RECORD	MAILING ADDRESS	CITY	STATE	ZIP	PROPERTY ADDRESS	PARCEL ID NO
TEMAAT, ANTHONY F TRUST	2802 N VAN BUREN ST	HUTCHINSON	KS	67502	1329 E 30TH AVE	1330601001001020
TEMAAT, ANTHONY F AND EDNA M TRUST	2802 N VAN BUREN ST	HUTCHINSON	KS	67502	2901 N LORRAINE ST	1330601001001000
FASTLANE EXPRESS CAR WASH, LLC	507 N WHITESIDE ST	HUTCHINSON	KS	67501	1225 E 30TH AVE	1330601001002010
R & B REAL PROPERTY, LLC	925 E CENTRAL AVE	WICHITA	KS	67202	1223 E 30TH AVE	1330601001002000
KEEVER, JAMES W & JUNA M	1221 E 30TH AVE	HUTCHINSON	KS	67502	1221 E 30TH AVE	1330601001003000
BULLER, ROGER A	31 STONEBRIDGE CT	WICHITA	KS	67230	1207 E 30TH AVE	1330601001004000
STRAWN, JAMES L TRUST	17 PRAIRIE DUNES DR	HUTCHINSON	KS	67502	2803 N LORRAINE ST	1330601001040000
KEELER, EDNA E	1312 E 28TH AVE	HUTCHINSON	KS	67502	1312 E 28TH AVE	1330601001039000
CAMPBELL, AVA JANE	1308 E 28TH AVE	HUTCHINSON	KS	67502	1308 E 28TH AVE	1330601001037000
MATNEY, JULIAN M & TREND A	1306 E 28TH AVE	HUTCHINSON	KS	67502	1306 E 28TH AVE	1330601001036000
LEWIS, WESLEY E II & DEBORAH J	1302 E 28TH AVE	HUTCHINSON	KS	67502	1302 E 28TH AVE	1330601001034000
HORNING, GREGORY D & HOLLY S	1300 E 28TH AVE	HUTCHINSON	KS	67502	1300 E 28TH AVE	1330601001033000
SAVOY, TERRY W & CARA L	1218 E 28TH AVE	HUTCHINSON	KS	67502	1218 E 28TH AVE	1330601001032000
HOPKINS, TROY & SHAWNA	1216 E 28TH AVE	HUTCHINSON	KS	67502	1216 E 28TH AVE	1330601001031000
TOBIAS, DAVID E & LEEANN K	1212 E 28TH AVE	HUTCHINSON	KS	67502	1212 E 28TH AVE	1330601001030000
WEHRY, BOBBY D & SHARON K	1210 E 28TH AVE	HUTCHINSON	KS	67502	1210 E 28TH AVE	1330601001029000
SELBY, JENNIFER L	1208 E 28TH AVE	HUTCHINSON	KS	67502	1208 E 28TH AVE	1330601001028000
MCDANIEL, KALEB L & KARI L	1206 E 28TH AVE	HUTCHINSON	KS	67502	1206 E 28TH AVE	1330601001027000
WEST BOROUGH PROPERTIES, INC C/O JDM INVESTMENTS	1301 W 30TH AVE STE 100	HUTCHINSON	KS	67502	0 E 28TH AVE	1330601005001000
MARSHALL, JOSEPH G & WELCH, AMY J	1309 E 28TH AVE	HUTCHINSON	KS	67502	1309 E 28TH AVE	1330601005003000
REGIER, SHELBY D & DAWN R	1307 E 28TH AVE	HUTCHINSON	KS	67502	1307 E 28TH AVE	1330601005004000
NISLY, JOSHUA M & MISTY E	5301 97TH ST #APT 3	CORONA	NY	11368	1305 E 28TH AVE	1330601005005000
HARRISON, CHARLES L & ALICIA L	1303 E 28TH AVE	HUTCHINSON	KS	67502	1303 E 28TH AVE	1330601005006000
ROBBEN, RUSSELL J & RACHEL E	1301 E 28TH AVE	HUTCHINSON	KS	67502	1301 E 28TH AVE	1330601005007000
COOPER, CHRISTOPHER A & HEIDI A	1215 E 28TH AVE	HUTCHINSON	KS	67502	1215 E 28TH AVE	1330601005010000
STRECKER, GREGORY A & LAURA A	1211 E 28TH AVE	HUTCHINSON	KS	67502	1211 E 28TH AVE	1330601005011000
ROUNTREE, WILLIAM M	1308 E 27TH AVE	HUTCHINSON	KS	67502	1308 E 27TH AVE	1330601005031000
S & B MANAGEMENT LLC	4910 CORP CENTRE DR STE 121	LAWRENCE	KS	66047	1421 E 30TH AVE	1330502001014000
AAAA ACCESS STORAGE INC	2802 N LORRAINE ST	HUTCHINSON	KS	67502	2802 N LORRAINE ST	1330502001023000
WORDEN, JERRY L & MYRA L	1217 E 28TH AVE	HUTCHINSON	KS	67502	1217 E 28TH AVE	1330601005009000

2016 CONDITIONAL USE PERMIT APPLICATION



CITY OF HUTCHINSON
Planning and Development Department
 125 E Avenue B, Hutchinson, KS 67501
 620-694-2639 phone ~ 620-694-2673 fax

FOR OFFICE USE ONLY

DATE RECEIVED: Feb. 16, 2016 CASE #: 16-CUP-02 FEE PAID (\$165): paid

PROJECT INFORMATION

Project Address 2803 N. LORRAINE ST. HUTCH, KS 67502

Legal Description _____

Applicant JIM Strawn Company Strawn Investments

Mailing Address 507 N. Whiteside St. HUTCH, KS 67501

Phone 785-762-7152 E-Mail JIM@STRAWN1.COM

Property Owner SAME as above

Mailing Address _____

Phone _____ E-Mail _____

Surveyor/Engineer/Architect/Agent (attach additional pages, if needed)
 _____ Company _____

Mailing Address _____

Phone _____ E-Mail _____

USE INFORMATION

1. What is the current use of the property?

It is vacant

2. What will the property be used for if the conditional use permit is approved?

Climate controlled self storage

3. List all existing and proposed structures, including the square footage and height of each:

1st Bld. 100' X 200' X 10'

2nd Bld. 40' X 200' X 10'

3rd Bld. 40' X 200' X 10'

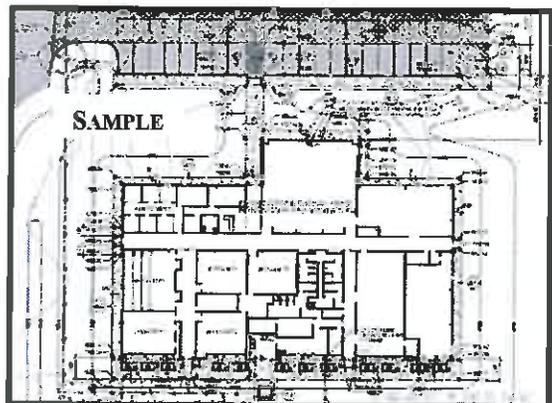
SUBMITTAL REQUIREMENTS

- Completed Conditional Use Permit Application.**
- Conditional Use Permit Application Fee (\$165.00).**
- A written and signed certification from the Reno County Treasurer's office that all property taxes for the property have been paid.**
- Copy of the deed** (available from the Reno County Register of Deeds).
- The names and mailing addresses of all property owners located within 200 feet of the boundaries of the parcel.** If the parcel is adjacent to the city limits, the list must also include all the properties located outside the city but within 1,000 feet of the city limits. Please provide this information in print-out form from the Reno County Appraiser.
- 4 full-size copies of the Site Plan.**
(Site plans must be on paper not less than 18 x 24 inches and drawn at a scale of not less than 1 inch: 50 feet.)
- 4 full-size copies of the Landscaping Plan.**
(Landscaping plans must be on paper not less than 18 x 24 inches and drawn at a scale of not less than 1 inch: 50 feet.)
- 4 full-size copies of Elevation Drawings.**
(Elevation drawings shall be scaled and shall include all elevations of the structure. Proposed materials and colors shall be included on the elevation drawings.)
- 1 reduced version (11"x17") of the Site Plan, Landscaping Plan and Elevation Drawings.**
- 1 electronic version (PDF) of all drawings (Site Plan, Landscaping Plan and Elevations) submitted via email to: Charlene@Hutchgov.com.**
- Drainage Study and/or Traffic Impact Study.** Please contact the City Engineer to determine what studies are required.
- Other documentation, as required.**

SITE PLAN CHECKLIST

THE SITE PLAN DRAWING SHALL CONTAIN THE FOLLOWING:

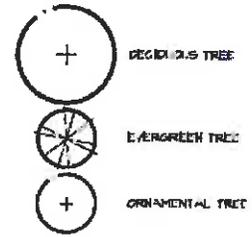
- The name and mailing address of the applicant and owner of record, if not the same as the applicant.
- The legal description of the property.
- Date, scale, north arrow, title and preparer's name.
- Location and dimensions of:
 - Property lines
 - Easements
- Location and dimensions of existing and proposed:
 - Structures
 - Parking spaces and drive aisles
 - Driveways
 - Loading areas
 - Trash receptacles
 - Fences
 - Screening
 - Signs
 - Lighting
 - Stormwater storage and conveyance facilities
 - Utilities (e.g. water, gas, electrical, sanitary sewer)
- Use of existing and proposed structures.
- The approximate location of structures on adjacent properties.
- Location and extent of outdoor display and storage areas, existing and proposed.



LANDSCAPING PLAN CHECKLIST

THE LANDSCAPING PLAN SHALL CONTAIN:

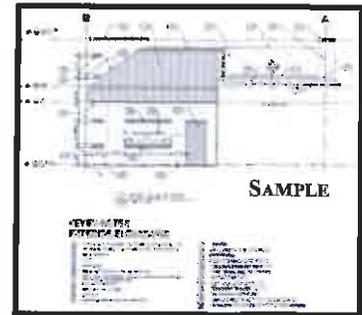
- The name and mailing address of the applicant and owner of record.
- Date, scale, title and preparer's name.
- Location, description and type of existing and proposed plantings.
- Description of the irrigation system, both existing and proposed.
- City of Hutchinson "Landscaping Point Calculation Sheet" available at: www.hutchgov.com (either on the face of the plan or as an accompanying document).



ELEVATION DRAWINGS CHECKLIST

THE ELEVATION DRAWINGS SHALL CONTAIN THE FOLLOWING:

- The name and mailing address of the applicant and owner of record.
- Date, scale, title and preparer's name.
- Height of the structure, both existing and proposed.
- Description of exterior materials, both existing and proposed.
- Drawings of all sides of the building.



CONDITIONAL USE PERMIT STATEMENT

Applicants for Conditional Use Permits must submit a statement justifying how the proposed project meets the factors listed in *Sec. 27-501.D. of the Hutchinson City Code*. The Planning Commission and City Council are required to consider these factors when reaching a decision on a Conditional Use Permit application. The questions below help judge these factors, and space is included for applicant responses. Please feel free to attach additional pages and any other supporting documentation, such as photographs, drawings, maps, statistics, legal documents and letters of support.

1. How will the proposed development be in keeping with the character of the neighborhood?
There is self-storage in the neighborhood now. It has metal style buildings.
2. How will the proposed use be consistent with the zoning and uses on nearby parcels?
*Commercial building on 2 sides & commercial zoning on vacant land to the west
A self storage facility is across Lorraine St.*
3. Why is the parcel suitable for the proposed use?
The property has limited uses due to the location, limited access & limited visibility.
4. Will the proposed use have any detrimental effects on nearby properties, and if so, how will those effects be mitigated?
There will be some vehicles driving in that area that are not now, but that would happen with any new development.

5. Is the property currently vacant? If so, how long has the property been vacant?

Forever.

6. If the application were denied, what hardship would the property owner face?

use of land is extremely limited with the access & the location visibility.
I have spent alot of time & money on drawing studies & design just to ask for a variance of the property.

7. Is the proposed use consistent with the Comprehensive Plan? Please explain.

8. Are existing public facilities and utilities adequate to serve the proposed use? List any new public facilities and utilities that will be required.

9. Additional comments:

CONDITIONAL USE PERMIT APPLICATION PROCESS

1. Submit the Conditional Use Permit Application and all required supporting materials to the Planning and Development Department in accordance with the application deadlines on page 6.
2. Following receipt of a complete Conditional Use Permit Application, planning staff will:
 - a. Set date a date for a public hearing before the Planning Commission. The public hearing must be held within 60 days of acceptance of the application.
 - b. Notify property owners located within the notification radius of the date, time and place of the hearing. The general public and property owners located within the notification area will be invited to comment upon the application.
 - c. Publish a public hearing notice in the *Hutchinson News*. The notice must be published a minimum of 20 days prior to the public hearing.
 - d. Transmit application materials to the Development Review Committee (DRC) for their review.
 - e. The DRC will meet to discuss the project. The DRC will provide written comments which will be sent to the applicant. Based upon the comments received, revised plans may be required. Revised plans, once received, will be routed to the DRC for final comment.
3. The Planning Commission will hold a public hearing on the project, typically in accordance with the attached schedule. The Commission provides a recommendation to the City Council. **The applicant MUST be present at the public hearing in order for the application to be considered. The application will be tabled if the applicant is not present.**
4. The City Council will consider the application at its next, regularly scheduled meeting. (The Council normally meets at 9 AM on the first and third Tuesday of each month). City Council may only override the Planning Commission's recommendation with a 2/3 majority vote.
5. Following Conditional Use Permit approval, the applicant may proceed to the Inspection Department to obtain the appropriate building permits for the project.



UNDER NORMAL CIRCUMSTANCES, A MINIMUM OF 45 DAYS IS REQUIRED FROM SUBMITTAL OF A COMPLETED APPLICATION TO THE FINAL DECISION.

We, the undersigned, hereby authorize the submittal of this application and associated documents and certify that all the information contained therein is true and correct.

(Signatures of property owners)

Signature

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Signature

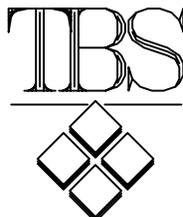
James Strawn
Printed Name

Printed Name

TRACHTE BUILDING SYSTEMS INC.

MINI-STORAGE BUILDING

1/4 12 PITCH BUILDING



Sheet Index

PAGE #	DESCRIPTION
A1	TYPICAL FLOOR PLAN & ELEVATIONS
B1	TYPICAL FOUNDATION PLAN & DETAILS
C1	INTERIOR PARTITION WALL DETAILS
C2	5'-0" ENDWALL CLOSETS
C3	BLANK ENDWALL ELEVATIONS
C4	ROOF FRAMING PLAN & SIDEWALL DETAILS
E1	DOOR SIDEWALL ELEVATIONS
F1	INTERIOR PARTITION DETAILS
F2	EXTERIOR PANEL PAGE
F3	EXTERIOR PANEL PAGE

REVISION

No.

TRACHTE BUILDING SYSTEMS, Inc.
The drawings and all parts shown
are the property of
TRACHTE BUILDING SYSTEMS, Inc.
No part of this drawing may be
reproduced or transmitted in any
form or by any means without the
written permission of TRACHTE BUILDING SYSTEMS, Inc.



NEW DESIGN MINI-STORAGE SYSTEM FOR:
TRACHTE BUILDING SYSTEMS
SUN FRAMING, INC.
DATE: 08/02/06
JOB NO: 80-1234
COVER PAGE

Abbreviations

Terms	Terms	Colors
BEW Blank Endwall	NTS. Not To Scale	IWHT Iced White
BSW Blank Sidewall	O.C. On Center	CRMB Cream Beige
BLDG. Building	OPP. Opposite	CLBC Classic Beige
CNR Corner	PART Partition	SGRY Slate Gray
COL Column	PT Partition	ORAN Sunset Orange
CTR. Center	PSF Per Square Foot	DTAN Desert Tan
DIA. Diameter	PTD. Painted	PLBL Polar Blue
DBL. Double	QTY. Quantity	ROYB Royal Blue
EPDM Elastomeric Membrane	REQD. Required	CONB Cont'l. Brown
EW Endwall	R.O. Rough Opening	GARN Garnet
EXT Exterior	S.D. Self Drilling	EVGN Evergreen
F.O. Finished Opening	STR. Starter	CORD Cedar Red
F.M. Field Modify	TYP. Typical	
GA. Gauge	WWF Welded Wire Fabric	
GALV. Galvanized		
GALVM. Galvalume		
I.D. Inside Diameter		
INT Interior		
MISC. Miscellaneous		
MPH Miles Per Hour		
NOM. Nominal		

Glossary

Anchor Bolts	--- Bolts used to anchor eave/base angles or channels, and base plates to a foundation or other support.
Angle, Eave/Base Channel, Eave/Base	--- An angle or channel used at the base or top of a paneled wall section. Channels are usually used when the wall section is insulated.
Base Plate	--- A plate attached to the bottom of a column or jamb which rests on a foundation or other support, usually secured by anchor bolts.
Bracing	--- Angles or straps used in the plane of the roof and walls to transfer loads, such as wind, seismic and crane thrusts to the foundation.
Bridging	--- Series of bracing used in the roof framing to stiffen purlins.
Clip	--- A plate or angle used to fasten two or more members together.
Column	--- A main member used in a vertical position on a building to transfer loads from main roof rafters, or purlins to the foundation.
Eave	--- The line along the sidewall formed by the intersection of the planes of the roof and wall.
Footing	--- A pad or mat, usually of concrete, located under a column, wall or other structural member, that is used to distribute the loads from that member into the supporting soil.
Girt	--- A horizontal structural member that is attached to sidewall or endwall columns and supports paneling.
Gutter	--- A light gauge metal member at an eave, valley or parapet designed to carry water from the roof to downspouts or drains.
Header	--- The horizontal framing member located at the top of a framed opening, (doors).
Jamb	--- The vertical framing members located at the sides of an opening (doors).
Purlin	--- A horizontal structural member which supports roof covering.
Rafter	--- The main beam supporting the roof system.
Rake Angle	--- Angle fastened to purlins at rake for attachment of endwall or partition panels.
Structural Line	--- Usually chalk lines layout out on the foundation to aid in placing columns and other structural components of a building floor plan. Accurate placement of these lines is critical to erecting a building.
Rake Trim	--- A trim designed to close the opening between the roof and endwall panels.
Ridge	--- The horizontal line formed by opposing sloping sides of a roof running parallel with the building length.

Symbols & Materials

	Revision indicator
	Notation Reference
	Detail Identification/Reference
	Detail Identification
	Section Identification/Reference
	Part Number Identification
	Rise/Run Identification
	North Arrow
	Concrete
	Earth
	Insulation

Code Summary

CODE	2000 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	TYPE II B
USE GROUP	MODERATE HAZARD STORAGE, S-1
GROUND SNOW LOAD	30 psf
SNOW EXPOSURE CATEGORY	B
SNOW IMPORTANCE FACTOR	1
WIND VELOCITY	90 mph
WIND EXPOSURE CATEGORY	B
WIND IMPORTANCE FACTOR	1
SEISMIC USE GROUP	I
SPECTRAL RESPONSE ACCELERATION (S _s)	0.228 g
SPECTRAL RESPONSE ACCELERATION (S ₁)	0.085 g
SPECTRAL RESPONSE ACCELERATION (S ₂)	0.228 g
SPECTRAL RESPONSE ACCELERATION (S ₃)	0.136 g
SITE CLASS	D
SEISMIC DESIGN CATEGORY	C

General Notes

Structural Fasteners
Trachte structural bolts are SAE J429-Grade-2 or ASTM A307A unless specifically noted. These are typically Trachte Part No's 750110 & 754200. All bolt holes shall be drilled to permit insertion of bolts without undue damage to threads. Bolts shall be placed in all holes and nuts threaded to complete assembly. Connecting joints in easy-to-access condition shall progress systematically from most rigid part of joint. Snow-Loaded condition is lightweight obtained with a few triplets of impact wrench or full effort of torque wrench using ordinary speed wrench to bring connected piles into firm contact.
Specification for Structural Joints Using ASTM A325 or A490 Bolts, June 23, 2000

Self Drilling Fasteners
Use self-drilling screws in the locations, quantities, and methods shown or noted on these drawings. Self-Drilling Fasteners should be used in accordance with SAE J78 specifications for Self-Drilling Screws.
WARNING: When installing Self-Drilling screws, take care to minimize exposed screw-end threads. If roofing screws meet to panel heads and near recessed corners of eaves.

Structural Bracing
All structural bracing is an integral part of the structural system and should be installed where noted or shown on the Floor Plans & Roof Framing Plans all connections should be consistent with all details related to installation of bracing components. Removal or alteration of bracing without prior authorization is prohibited.

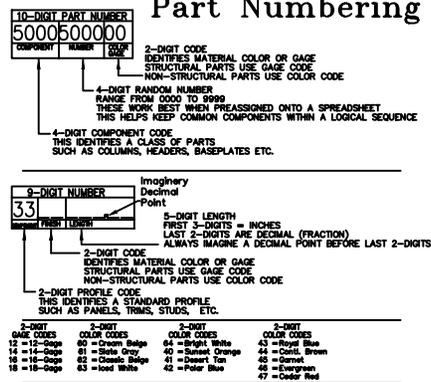
Temporary Bracing
Temporary supports or bracing required to erect the building is the responsibility of the erector to determine, furnish, install and remove.

Permits
It is the responsibility of the Building Owner/ Contractor/ Erector to obtain all appropriate permits and necessary permits from City, County, State, or other agencies as required.

Door Tensioning Device
If door tensioners were ordered with this building you will need to compare the No. of tensioners you've received to the No. of Doors you've received. Standard doors only require 1-tensioner per door. Special orders may require 2-tensioners per door. Be sure to allocate the appropriate No. of Tensioners to each door as per DWG of Material specified before you begin installing the doors.

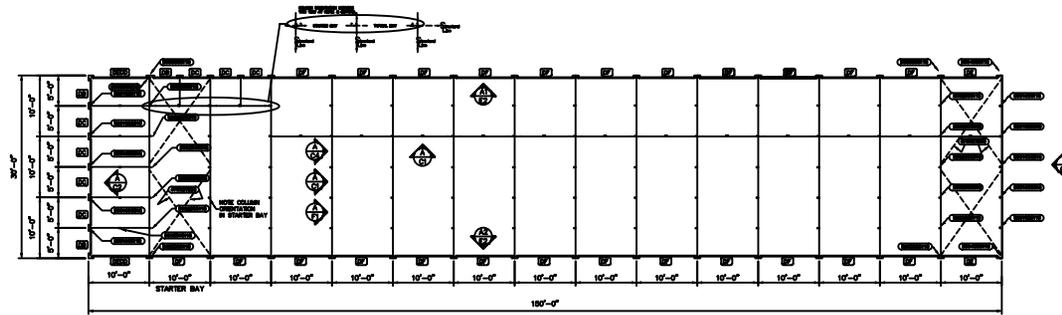
Structural Lines
Structural lines are referenced often throughout our drawing details. These relate to the chalk lines that are to be laid out on the foundation. The lines should always be laid out taking into consideration the lateral imperfections commonly associated with foundations. The edge of a foundation is seldom straight enough to use as a base for dimensioning. It is recommended to begin your layout of 10' intervals (refer to "Laying the First Line" in the Trachte Erection Manual), at the "Back" that should be placed accurately with the first line.

Part Numbering



NOTICE:
THESE DRAWINGS ARE THE PROPERTY OF TRACHTE BUILDING SYSTEMS, INC. NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF TRACHTE BUILDING SYSTEMS, INC.

Cover



30'-0" X 150'-0" FLOOR PLAN for MINI STORAGE BUILDING

1/8" = 1'-0"

DOOR SCHEDULE							
QTY	CODE	TYPE	SIZE	ROUGH OPENING	MANUF.	DESCRIPTION	COLOR PART #
3	DB	ROLL-UP	3'-8" x 7'-0"	3'-8" x 7'-0"	TRACHITE	ROLL-UP DOOR	COLORED 94 -
7	DC	ROLL-UP	4'-0" x 7'-0"	4'-0" x 7'-0"	TRACHITE	ROLL-UP DOOR	COLORED 94 -
2	DE	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRACHITE	ROLL-UP DOOR	COLORED 94 -
1	DEDD	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRACHITE	NON-OPERATING DOOR	COLORED 94 -
24	DF	ROLL-UP	9'-0" x 7'-0"	9'-0" x 7'-0"	TRACHITE	ROLL-UP DOOR	COLORED 94 -

ROLL-UP DOORS MEET ASTM E330



SIDE WALL ELEVATION

(1/8"=1'-0")



END WALL ELEVATION



END WALL ELEVATION



SIDE WALL ELEVATION

(1/8"=1'-0")

TRACHITE BUILDING SYSTEMS, Inc.
 1166 W. 10th St. Suite 100
 Anchorage, Alaska 99501
 (907) 561-1111
 Fax: (907) 561-1112
 www.trachite.com
 All other items are standard unless otherwise noted.
 All other items are standard unless otherwise noted.

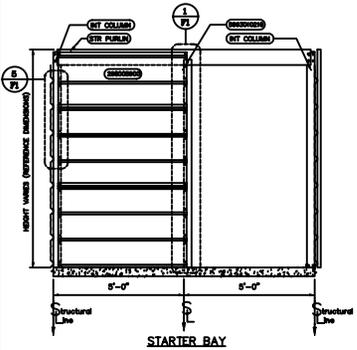


NEW DESIGN MINI-STORAGE SYSTEM FOR
 TRACHITE BUILDING SYSTEMS
 SUN PRIMER, VI.
 TYPICAL FLOOR PLAN & ELEVATIONS

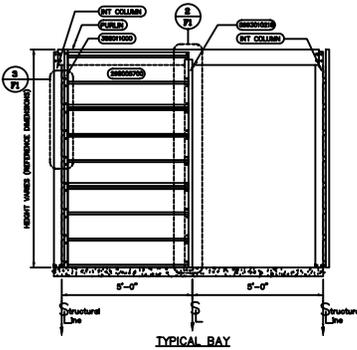
Date: 08/08/06
 Drawn by: JOE
 Check: H.T.S.
 Plot No: P-1234
 Color No: 90-1234

PART # INDEX	
PART #	DESCRIPTION
280005700	28ga. partition panel 4'-0" long
280005800	28ga. partition panel 4'-11" long
280011700	28ga. partition panel 6'-0" long
280011800	28ga. partition panel 6'-11" long
280017900	28ga. partition panel 14'-11" long
380011000	18ga. channel partition track 6'-0" long
6903010218	18ga. secondary column 3.5 x 1.75 telescopic
7802000	#12 x 3/4" HWBSD screw

POWDER ACTIVATED ANCHORS
 POWDER ACTIVATED ANCHORS ARE TO BE USED AT 24" CENTERS FOR PARTS THAT ARE LESS THAN 6" LONG, AT 48" CENTERS FOR PARTS LONGER THAN 6". POWDER ACTIVATED ANCHORS ARE TO BE USED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS ONLY. BASE TRACK & SECONDARY COLUMN PLATES ARE EXAMPLES OF PARTS THAT REQUIRE POWDER ACTIVATED ANCHORS. NOTE: PARTS ARE Labeled, DIMENSIONS, REQUIRE, MUST POWDER ACTIVATED A WIDE BAY ANCHORS.

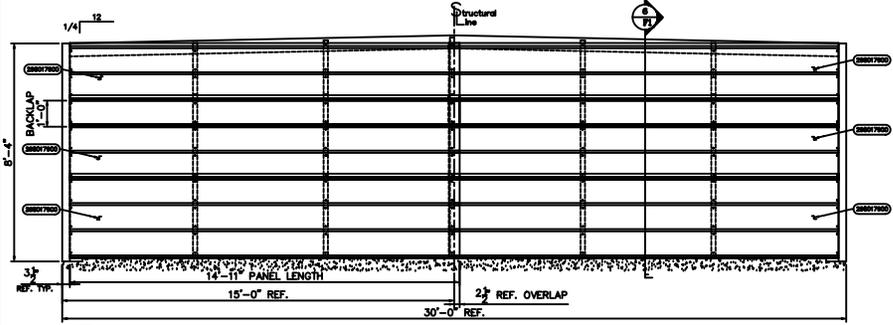


A1) 5' LONGITUDINAL PARTITION WALL 8-4 FAVE

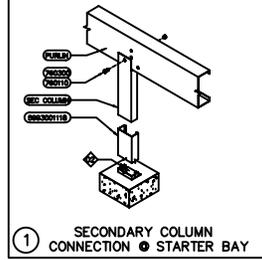


A2) 10' LONGITUDINAL PARTITION WALL 8-4 FAVE

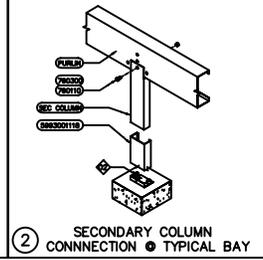
PARTITION PANELS 8-4		
LOC.	HEIGHT	QTY
8' EV.	103.25'	3.5
17' EV.	102.5'	3.5
19' EV.	102.75'	3.5
20' EV.	102.5'	3.5
25' EV.	104.25'	3.5
30' EV.	102.5'	3.5
30' EV.	104.25'	3.5
40' EV.	110.0'	3.5
45' EV.	111.25'	3.5
50' EV.	112.5'	3.5
60' EV.	113.75'	3.5
60' EV.	115.0'	3.5
60' EV.	116.25'	3.5
70' EV.	117.5'	3.5
70' EV.	118.75'	3.5
80' EV.	120.0'	3.5
80' EV.	121.25'	3.5
80' EV.	122.5'	3.5



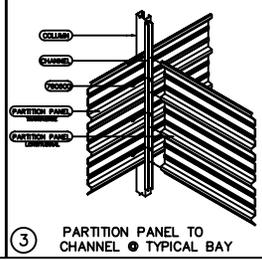
B) TRANSVERSE PANEL LAYOUT 8'-4" FAVE, 30' WIDE GABLE



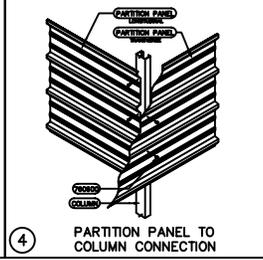
1) SECONDARY COLUMN CONNECTION @ STARTER BAY



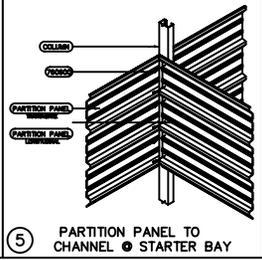
2) SECONDARY COLUMN CONNECTION @ TYPICAL BAY



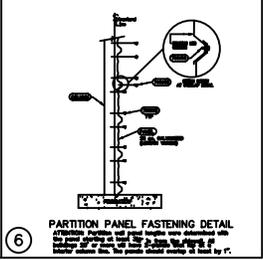
3) PARTITION PANEL TO CHANNEL @ TYPICAL BAY



4) PARTITION PANEL TO COLUMN CONNECTION



5) PARTITION PANEL TO CHANNEL @ STARTER BAY



6) PARTITION PANEL FASTENING DETAIL

REVISION	DATE	BY	APP

TRACTITE BUILDING SYSTEMS, Inc.
 This quantity and all parts thereof
 are the property of TRACTITE BUILDING SYSTEMS, Inc.
 and shall remain the property of TRACTITE BUILDING SYSTEMS, Inc.
 until such time as they are returned to TRACTITE BUILDING SYSTEMS, Inc.
 or their authorized written permission.



NEW DESIGN MINI-STORAGE SYSTEM for:
 TRACTITE BUILDING SYSTEMS
 SILEN PARALLEL
 INTERIOR PARTITION WALL DETAILS

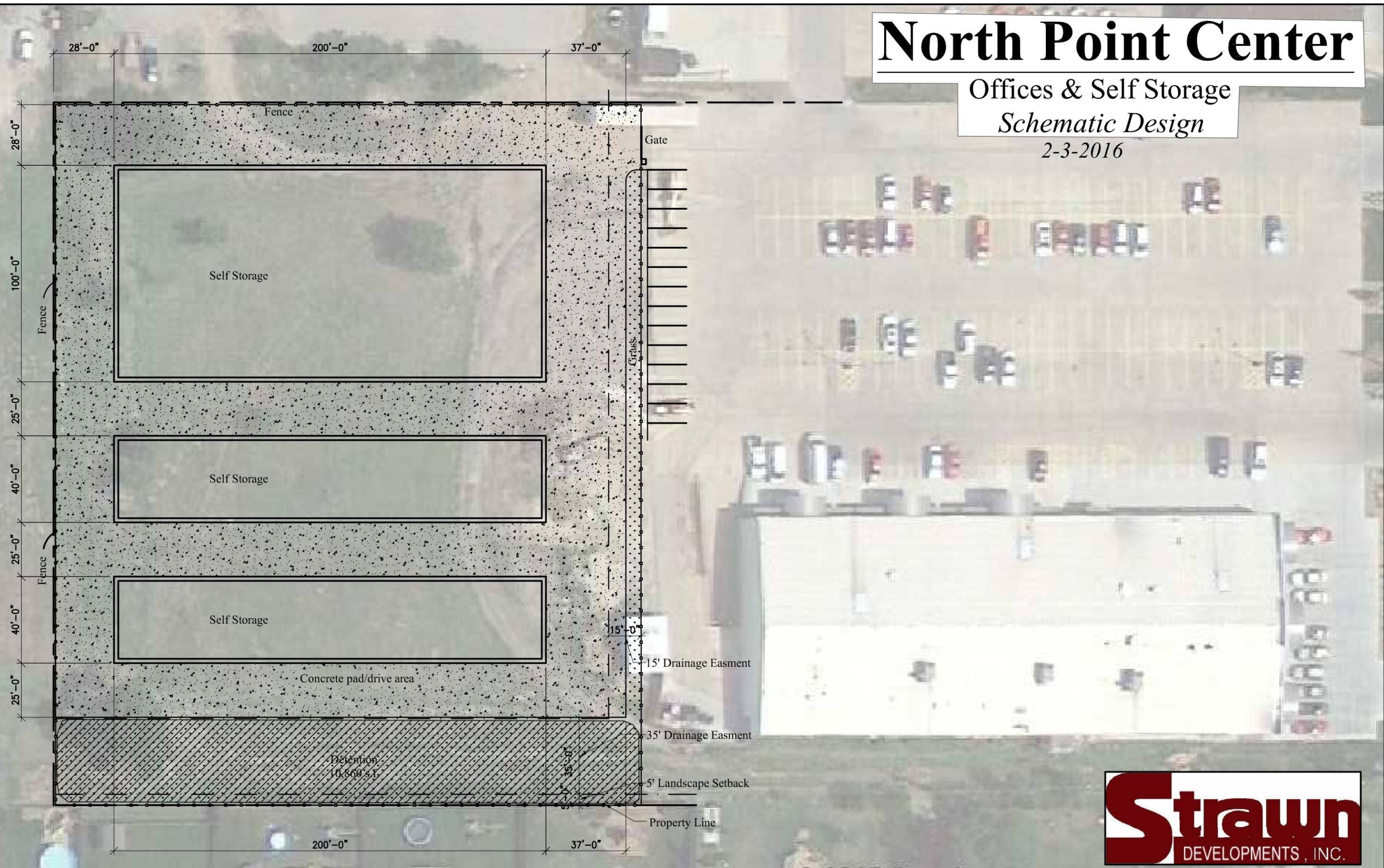
Date: 02/02/05
 Drawn by: JOE
 Scale: 1/2" = 1'
 Plot No.: P-1284
 Order No.: 80-1284
 Sheet No.:

North Point Center

Offices & Self Storage

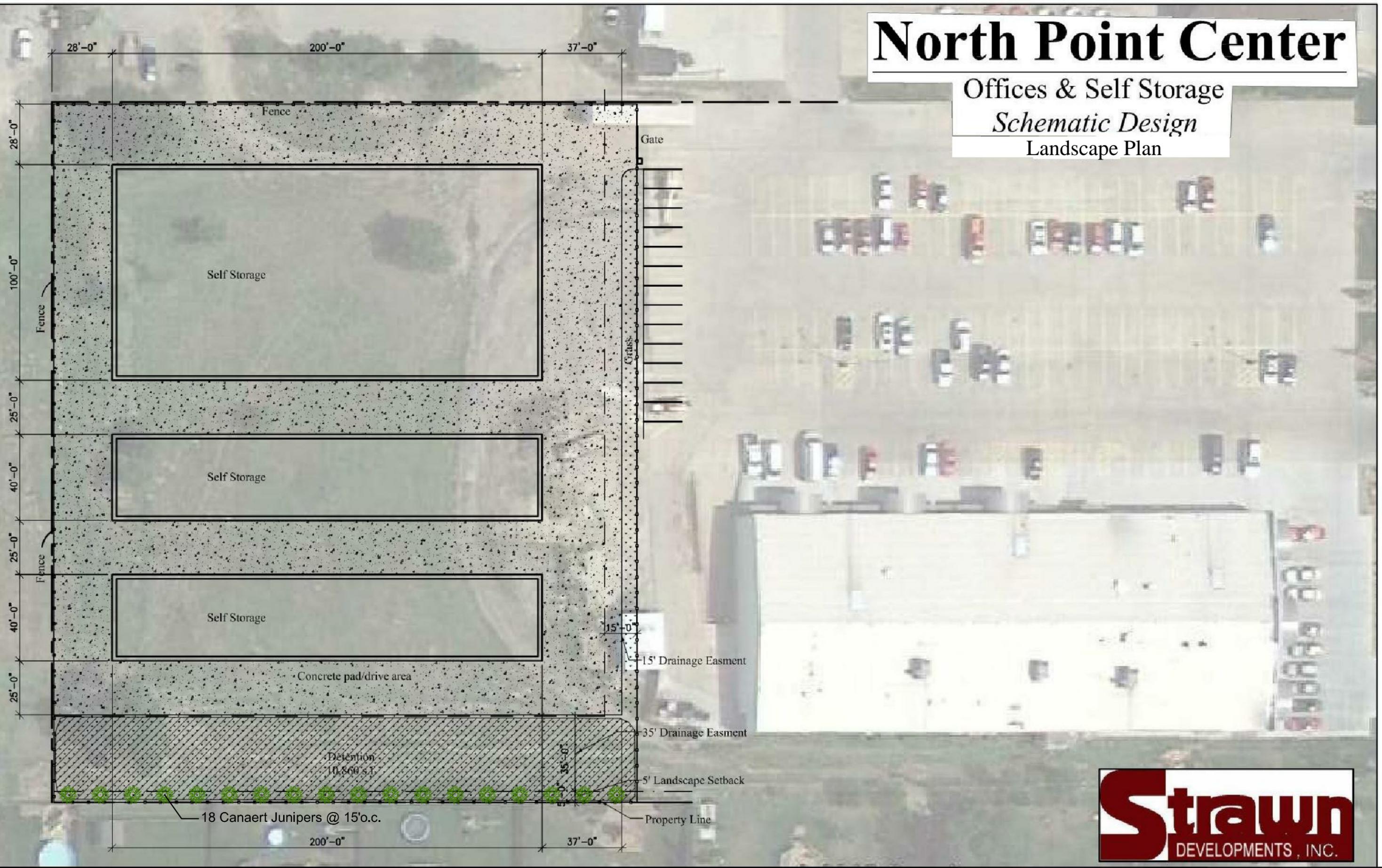
Schematic Design

2-3-2016



North Point Center

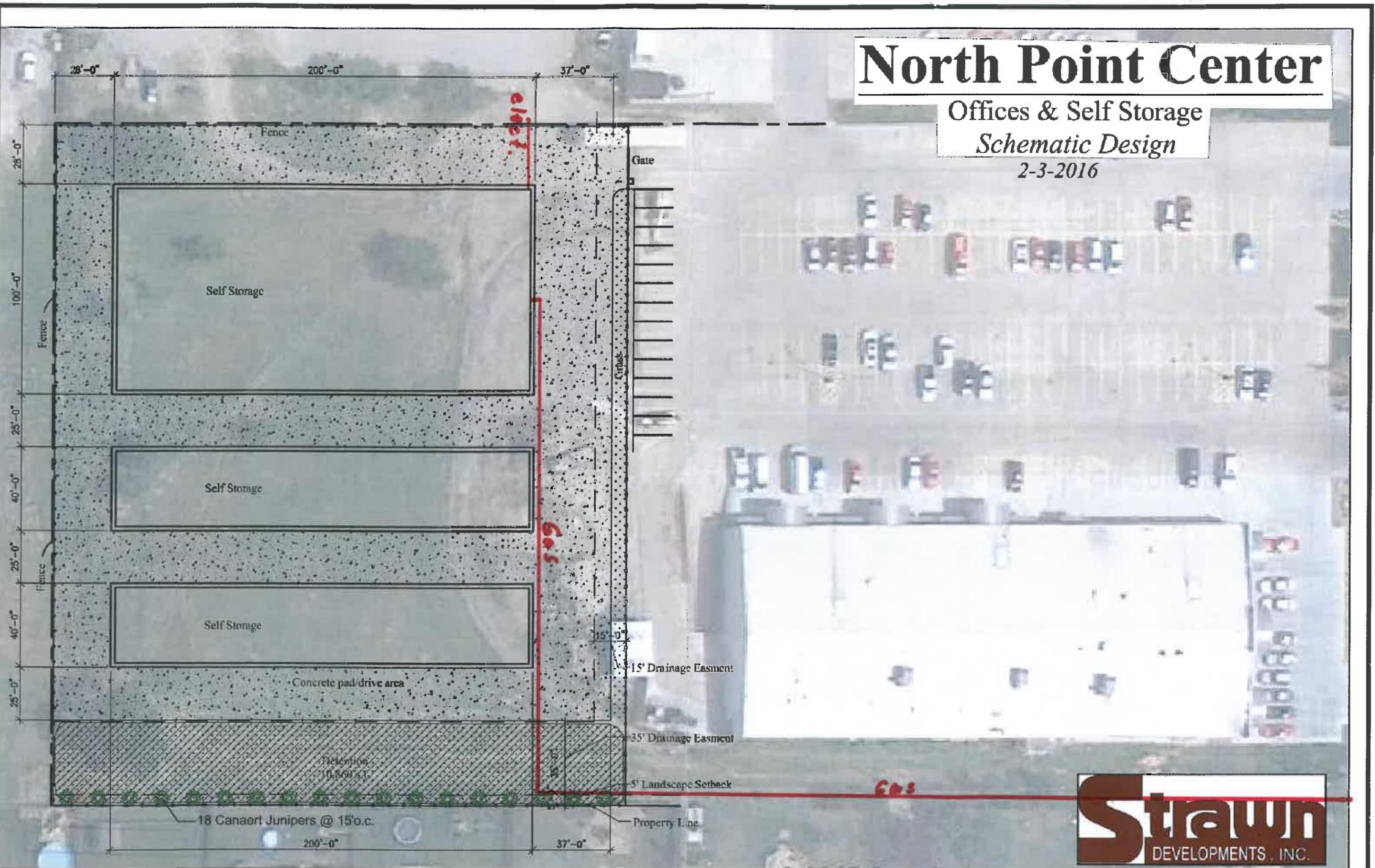
Offices & Self Storage
Schematic Design
Landscape Plan



North Point Center

Offices & Self Storage
Schematic Design

2-3-2016





Planning and Development Department
 PO Box 1567
 Hutchinson KS 67504-1567
 620-694-2639 (ph) // 620-694-2673 (fax)

Comments For: 2803 N Lorraine St, Hutchinson, Kansas
 16-CUP-02: Request for a conditional use permit for a climate controlled self-storage facility in the C-4 District

On March 8, 2016, the Development Review Committee provided the following comments on the above-referenced conditional use permit application, which was submitted to the City on February 16, 2016.

Planning and Development Department Comments

1. General
 - a. Permits contingent on platting. Conditional use permit approval and building permit issuance are contingent upon approval of the North Pointe Final Plat.
 - b. Conditional use permit approval. The conditional use permit must be reviewed by the Hutchinson Planning Commission and approved by the Hutchinson City Council prior to the issuance of a building permit. The public hearing with the Planning Commission will be held at **5:00 p.m., April 5, 2016, at Hutchinson City Hall.** The City Council meeting is tentatively set for **9:00 a.m., April 19, 2016,** at Hutchinson City Hall. The owner, applicant, or representative must attend the Planning Commission meeting. Attendance at the City Council meeting is strongly encouraged.
 - c. Planning staff recommendation. Planning staff recommends approval of the conditional use permit subject to the revisions noted below.
 - d. Conformance. If approved by the Hutchinson City Council, construction shall conform to the approved plans. Changes to the plans shall be submitted to the Planning and Development Department for approval prior to making the changes in the field. Significant changes to the approved plans will require submission of a new conditional use permit application and approval by the Planning Commission and City Council.
2. Sign Permit: Permit required. Following approval of the conditional use permit, a sign permit shall be obtained prior to installing any new signs. Signs shall meet the requirements of the Hutchinson City Code, Sec. 27-801 et seq. (Sign Regulations).
3. **Fence Height and Materials: What is the proposed height and type of fence (for example, wrought iron, decorative aluminum, chain link, wood privacy, etc.). Will the same fencing be installed on all four sides? Please indicate on the site plan or provide a written description.**
4. **Parking Spaces:** According to the zoning regulations, 4 parking spaces are required for the mini-storage facility. The site plan shows 13 spaces, but they will be on the adjacent lot, and they are currently marked as "Government Parking Only." A minimum of four spaces are required for exclusive use of the mini-storage lot. Since either lot could be sold in the future, to protect the interests of future owners, the City will require that a **shared parking agreement or parking easement** for the

2803 N. Lorraine St.

16-CUP-02: Conditional Use Permit for a Climate-Controlled Self-Storage Facility in the C-4 District

mini-storage parking be filed at the Register of Deeds. **This will need to be completed prior to the issuance of a building permit.**

4. Comments from other departments

a. Kim Forbes, Fire Chief:

A water line and two fire hydrants capable of delivering up to 6,000 gallons of water per minute are required for this development. The Fire Department will work with the developer on placement of the fire hydrants. Show the proposed water line and fire hydrant locations.

b. Jeff Peterson, Interim Director of Engineering:

A drainage study shall be submitted to the City for review and shall be approved prior to the issuance of a building permit. A 20' utility easement needs to be provided on the north side of the property.

c. Barry Becker, Asst. to Director of Public Works:

A drainage study needs to be provided. Are there going to be offices? If so, water will need to come from 30th Avenue or Lorraine Street.

d. Meryl Dye, Assistant City Manager: No comment.

Entered by:

Date:



March 8, 2016

Casey A. Jones, AICP, CFM

Senior Planner

CaseyJ@hutchgov.com

620-694-2667



Planning & Development Department
PO Box 1567
Hutchinson KS 67504-1567

COMMENT FORM

Rec'd 3-14-16

Project: **#16-CUP-02: 2803 North Lorraine Street**
Request for a conditional use permit for a climate controlled self storage facility

Members of the public are always encouraged to attend hearings and provide comments. The purpose of this form is to make it easy for people who are unable to attend the public hearing to provide comments on a project.

I have reviewed the proposed project and have the following comments:

We reside at 1300 E. 28th, directly south of the proposed storage facility. Our main concerns are regarding our privacy since our backyard faces the facility. We appreciate the juniper trees being planted. That will be helpful. What kind of fence will be built on the south side of the property? What will the lighting be and how will it be directed away from our property? What are the hours of operation?

(Attach additional pages if needed.)

Sally Horning
Signature of owner or authorized representative

3/13/16
Date

In order to have your comments included in the staff report, please return this form by:

Friday, March 25, 2016 to:

By mail
City of Hutchinson
Planning & Development Department
PO Box 1567
Hutchinson KS 67504-1567

In person
Hutchinson City Hall
Planning & Development Department
125 E. Avenue B
Hutchinson, Kansas

By E-mail
charlene@hutchgov.com
By fax
(620) 694-2673 ATTN: Planning

If you have any questions, please contact the Hutchinson Planning Department at 620-694-2639.

April 5, 2016, Planning Commission Minutes

Motion by Carr, seconded by Bisbee to recommend to the City Council approval of the final plat for the North Pointe Addition subject to all conditions of the preliminary plat, waterline calculation approval, and the following revisions:

1. **Add a note referencing the approved subdivision variance, including the nature of the subdivision variance, the date the subdivision variance was granted (4/5/2016), and the case number (16-SV-01).**
2. **Label the "30th Avenue right-of-way line" where it abuts Lot 1.**
3. **On the east side of Lot 2, provide a separate 10-foot utility easement and a separate 10-foot drainage easement running North to South. The utility easement shall be extended to the North to connect to the proposed utility easement running East to West.**

The motion passed with the following vote: Yes - Woleslagel, Hamilton, Obermite, Carr, Hornbeck, Bisbee, Macklin, Peirce.

5. PUBLIC HEARINGS

- 5a. 16-CUP-02 Request for a conditional use permit to establish a climate-controlled self-storage facility on property at 2803 N. Lorraine St. in the C-4 Special Commercial District.

Peirce asked if there were any outside contacts or conflicts of interest; there were none.

Jones reviewed the staff report for the case. The applicant, James Strawn, is requesting a conditional use permit to construct a self-storage facility on property located at 2803 N. Lorraine St. This property is zoned C-4 Special Commercial District. According to Sec. 27-406 of the Hutchinson Zoning Regulations, self-storage facilities require a conditional use permit in the C-4 District. Approval of this conditional use permit will be contingent on approval and recording of the final plat.

The applicant proposes to construct three freestanding self-storage buildings that would be ten feet in height. Two of the buildings would be 40' x 200'. The third building would be 100' x 200'. The facility would be accessible from 30th Ave. or Lorraine St. across private property that is also owned by the applicant. An access easement to 30th Ave. will be dedicated on the final plat and will provide a legal means of access to the property in the future in the event of a change in ownership. Driveways around the buildings will be paved with concrete. A 5' landscape buffer with juniper trees and a 35' drainage easement containing grass would be provided along the South property line, where the property abuts the rear yards of several houses. A 15' drainage easement containing a 7' grass strip would be provided along the East property line, the side facing Lorraine St. A 6' fence would be installed around the perimeter of the facility, with chain link on the North, South, and West, and wrought iron on the East.

A public hearing notice was published in *The Hutchinson News* on February 22, 2016. Public hearing notices were sent to 28 owners of the 29 parcels located within 200 feet of the subject property. One comment was received from Holly and Greg Horning, 1300 E 28th Ave., who have concerns about fencing for privacy, exterior lighting, and hours of operation. The Development Review Committee meeting was held March 8, 2016 and the Committee's comments were included in the packet.

Jones reviewed the analysis of the factors the Planning Commission must consider when making a recommendation

Staff recommends approval of this request contingent upon the applicant providing the City with sufficient evidence, as determined by the Fire Chief and City Engineer, that adequate fire flow to the facility can be provided.

Required conditions:

1. This conditional use permit shall only be used for construction of a self-storage facility on the property at 2803 North Lorraine Street;
2. Approval of this conditional use permit is contingent upon approval and recording of a final plat for the property.
3. A building permit shall be obtained prior to any construction;
4. An approved drainage study is required prior to issuance of a building permit;
5. The parcel shall be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings;
6. All driveways and parking spaces shall be paved with concrete or asphalt;
7. Rooftop and ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by Section 27-908.E.8. of the Hutchinson City Code;
8. Exterior lighting must be shaded from adjacent residential properties as required by Section 27-909 of the Hutchinson City Code;
9. A sign permit shall be obtained prior to installation of any signs;
10. A certificate of occupancy shall be obtained prior to using each building. All site improvements, including landscaping, shall be installed prior to the issuance of a final certificate of occupancy.

Staff recommended condition:

1. Hours of operation shall be limited to the hours between 6:00 a.m. and 11:00 p.m.

Peirce asked the applicant for his presentation.

Jim Strawn said the proposed climate-controlled storage facility will be fenced, gated, have paved parking, landscaping, and minimal lighting. The interior is heated and cooled and will be ideal for storing vehicles, antiques or pharmaceuticals. The location is close to the hospital and clinics to use for this type of storage. He plans to construct the first building and when that one fills he will do the next buildings. The fence will be 6' chain link because the adjacent neighbors already have 6' privacy fences and trees will be located on the south

side. Signage will be placed along Lorraine. Strawn said he needs the restriction on hours of operation to be removed and allow for access 24 hours a day. He said no other storage facilities in Hutchinson have hours of operation restrictions. The gates will have codes for access and there will be security cameras. Based on the card codes, it will be possible to know who has accessed the property. The hallways of the facility will be illuminated. Most people will access the building between 8:00 a.m. and 8:00 p.m.; however, he asked that no restrictions be placed on hours of operation.

Strawn said he might decide to construct one large storage building instead of the two small buildings shown on the site plan.

The question was asked if another conditional use permit would be required if only one of the buildings was constructed and later a second building was constructed rather than two smaller buildings. Jones said that would not be considered a significant enough change to the site plan to require another conditional use permit.

The consensus of the commission was not to regulate the hours of operation.

There were no comments from the audience. Peirce asked for a motion.

Motion by Carr, seconded by Bisbee to recommend to the City Council approval of this request for a conditional use permit for a self-storage facility at 2803 North Lorraine St. based upon due consideration of the following factors and conditions:

Factors

- 1. Character of the neighborhood;**
- 2. Zoning and uses of nearby property;**
- 3. Suitability of the property for the proposed zoning classification and use;**
- 4. Impacts on nearby properties;**
- 5. Length of time the property has remained vacant;**
- 6. Relative gain to the public health, safety, and welfare, as compared with the hardship to the land owner if the application were denied;**
- 7. Availability of public utilities to serve the development;**
- 8. Conformance to the Comprehensive Plan; and**
- 9. Recommendations of the professional staff.**

Conditions

- 1. This conditional use permit shall only be used for construction of a self-storage facility on the property at 2803 North Lorraine Street;**
- 2. Approval of this conditional use permit is contingent upon approval and recording of a final plat for the property.**
- 3. A building permit shall be obtained prior to any construction;**
- 4. An approved drainage study is required prior to issuance of a building permit;**
- 5. The parcel shall be developed in accordance with the approved site plan, landscape plan, and architectural elevation drawings; changes to the site plan shall be subject to administrative site plan review and approval;**

- 6. All driveways and parking spaces shall be paved with concrete or asphalt;
- 7. Rooftop and ground mounted mechanical equipment shall be screened from public view with a compatible architectural treatment, such as metal panels, stucco panels, a parapet wall, or similar treatment, as required by Section 27-908.E.8. of the Hutchinson City Code;
- 8. Exterior lighting must be shaded from adjacent residential properties as required by Section 27-909 of the Hutchinson City Code;
- 9. A sign permit shall be obtained prior to installation of any signs;
- 10. A certificate of occupancy shall be obtained prior to using each building. All site improvements, including landscaping, shall be installed prior to the issuance of a final certificate of occupancy.
- 11. The self-storage facility shall not be subject to limitations on hours of operation.

The motion passed with the following vote: Yes – Macklin, Woleslagel, Hamilton, Obermite, Hornbeck, Bisbee, Carr, Peirce.

6. UPCOMING CASES

- 6a. Preliminary Plat and Final Plat – Meadowlake Reserve Area Division.
On hold.
- 6b. Zoning Amendment C-2 to C-3 (302-324 E. 30th Ave. and 3009 N. Elm St.)
April 19, 2016.

7. CITY COUNCIL UPDATE

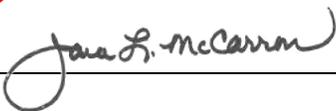
- 7a. 16-ZA-03 Jones said the City Council approved the rezoning request for the NW Corner of E. Bigger St. and Elm St. from R-4 to P/I at the City Council meeting today.

8. OPEN COMMENTS FROM THE AUDIENCE – None.

9. ADJOURNMENT – The meeting adjourned at 6:10 p.m.

Respectfully Submitted,
Charlene Mosier, Planning Technician

Approved this 19th day of April, 2016

Attest: 

FOR MEETING OF	6/21/2016
AGENDA ITEM	8d
FOR ACTION	X
INFORMATION ONLY	

**INTER - OFFICE COMMUNICATION
Council Agenda Item**

DATE: June 15, 2016

TO: John Deardoff, City Manager

FROM: Jeff Peterson, P.E., Senior Civil Engineer

SUBJECT: Safe Routes to School (SRTS) Project – Graber School Area: Agreement with KDOT for Grant Funding
KDOT Project No.: 78 U-0477-01
SRTS-U047(701)

BACKGROUND:

In 2014 the City was notified by the Kansas Department of Transportation (KDOT) that we were successful in obtaining Federal Funding for the Construction portion of the Safe Routes to School (SRTS) program. Funding proportions mandated by the Grant are 80/20 with a cap of \$200,000.00. As such the City's responsibility is 20% of the construction costs. Engineering Design costs are not eligible for Grant Funding under this program and are the responsibility of the City. The project is currently in Final Design and KDOT is requesting execution of the attached agreement for Construction.

The project includes new sidewalks, ADA ramps and traffic signal improvements in the area of Graber School. For your reference, the project location map is attached.

FISCAL:

Project funding for the design and construction of this project have been allocated below:

KDOT Safe Routes to School Grant Funding	\$ 200,000
2014 Capital Improvement Program (CIP)	\$ 45,400
2015 Capital Improvement Program (CIP)	\$ 27,750
Hutchinson Community Foundation Grant*	\$ 10,450*
TOTAL:	\$ 283,600

RECOMMENDATION:

Staff recommends that the council authorize the Mayor to sign the attached agreement for the Safe Routes to School (SRTS) project with the Kansas Department of Transportation (KDOT).

Phase I - Safe Routes to School Plan - Hutchinson, Kansas



Figure 3 – Proposed Improvements

PROJECT NO. 78 U-0477-01
SRTS-U047(701)
CONSTRUCTION OF OFF-STREET SCHOOL ROUTE
CITY OF HUTCHINSON, KANSAS

A G R E E M E N T

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

RECITALS:

- A. The City has requested and Secretary has authorized a Safe Routes to School (SRTS) Project utilizing federal funds, as further described in this Agreement.
- B. The Secretary and the City desire to construct the Project.
- C. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of SRTS projects, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

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

ARTICLE I

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

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**City**” means the City of Hutchinson, Kansas, with its place of business at 125 E Ave. B, Hutchinson, KS 67504-1567.
- 3. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. “**Construction Contingency Items**” mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. “**Construction Engineering**” means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 6. “**Consultant**” means any engineering firm or other entity retained to perform services for the Project.

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

18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Sidewalk and Pedestrian Improvements in Hutchinson, Kansas**, as described in the City’s SRTS Project Application, incorporated into this Agreement by this reference, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property

damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$200,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$250,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

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

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

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

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

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

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty

to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

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

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

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

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

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

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

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

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved

construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

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

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

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

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

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

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

17. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for

such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$250,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$250,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

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

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

ARTICLE IV

SPECIAL SRTS PROGRAM REQUIREMENTS:

1. **5E Program Administration and Reporting.** The City will, at its own cost and expense, implement the 5E Program as specified in the City's SRTS Project Application. The City agrees that the implementation of the 5E Program is integral to ensuring safe routes to schools. The City will prepare and deliver to the Secretary annual reports in the form provided by the Secretary, regarding the City's participation in the 5E Program for a two (2) year period following execution of this Agreement. Further, the City will prepare and deliver the required SRTS Evaluation

documentation in a form acceptable to the Secretary and in accordance with all form instructions for 5E Program surveys, available through the National Center for Safe Routes to School (currently <http://www.saferoutesinfo.org>).

2. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Safe Routes to School.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

3. **Change in Use.** After the Project is completed, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

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

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

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

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

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

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

ATTEST:

THE CITY OF HUTCHINSON, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

FOR MEETING OF	6/21/2016
AGENDA ITEM	8e
FOR ACTION	X
INFORMATION ONLY	

**INTER - OFFICE COMMUNICATION
Council Agenda Item**

DATE: June 15, 2016

TO: John Deardoff, City Manager

FROM: Jeff Peterson, P.E., Senior Civil Engineer

SUBJECT: 2016 KLINK Resurfacing Project (K-61 between Lorraine Street to 11th Avenue):
Agreement with KDOT

BACKGROUND:

On Thursday, June 9th, 2016 bids were opened for the City's 2016 KLINK (Connecting Link) project. This project consists of a 2" mill and overlay of K-61 from Lorraine Street to north of 11th Avenue.

The low bid of \$374,743.45 was received from Cornejo and Sons, LLC, of Wichita, KS. A bid tabulation is provided for your reference and a bid summary is noted below:

Engineer's Estimate	\$541,100.00
Cornejo and Sons, LLC – Wichita, KS	\$374,743.45
APAC-Kansas, Inc. – Hutchinson, KS	\$413,184.21

The completion date for this project is October 14, 2016.

FISCAL:

In September of 2014 the Kansas Department of Transportation awarded requested funding for the 2016 KLINK project. In February of 2016 the City Council approved the formal agreement with KDOT which allowed a 50% cost share from KDOT up to \$400,000.

The project will be funded 50% by KDOT and 50% with City funds. City funding will be from CIP KLINK reserve funds.

RECOMMENDATION:

The Kansas Department of Transportation has reviewed the Bids and has authorized the City to award the Bid to Cornejo and Sons, LLC, (see attached recommendation from KDOT)

Staff recommends that the council award the low bid of \$374,743.45 to Cornejo and Sons, LLC., and authorize the Mayor to sign the agreement subject to all legal requirements of the contract.

City of Hutchinson
 2016 KLINK Resurfacing Project
 Project No. 15-01 (K61-78U-0198-01)
 Bid Date: June 9, 2016

Item	Description	Units	Engineer's Estimate		Cornejo & Sons		APAC-Kansas, Inc.	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	2" ASPHALT MILLING	29,412	\$ 2.40	\$ 70,588.80	\$ 1.10	\$ 32,353.20	\$ 1.93	\$ 56,765.16
2	SR12.5A ASPHALT OVERLAY (20%RAP)(PG64-28)	4,015	\$ 85.00	\$ 341,275.00	\$ 69.50	\$ 279,042.50	\$ 71.10	\$ 285,466.50
3	30" SATNDARD CURB AND GUTTER (REMOVE AND REPLACE)	235	\$ 50.00	\$ 11,750.00	\$ 19.00	\$ 4,465.00	\$ 25.60	\$ 6,016.00
4	PAVEMENT MARKING (MULTI-COMPONENT)(YELLOW)(4")	8,950	\$ 1.00	\$ 8,950.00	\$ 0.75	\$ 6,712.50	\$ 0.75	\$ 6,712.50
5	PAVEMENT MARKING (MULTI-COMPONENT)(WHITE)(4")	2,007	\$ 1.00	\$ 2,007.00	\$ 0.75	\$ 1,505.25	\$ 0.75	\$ 1,505.25
6	PAVEMENT MARKING (MULTI-COMPONENT)(WHITE)(6")	3,440	\$ 1.20	\$ 4,128.00	\$ 1.30	\$ 4,472.00	\$ 1.30	\$ 4,472.00
7	PAVEMENT MARKING (MULTI-COMPONENT)(YELLOW)(12")	68	\$ 6.00	\$ 408.00	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00
8	PAVEMENT MARKING (MULTI-COMPONENT)(WHITE)(24")	445	\$ 20.00	\$ 8,900.00	\$ 13.00	\$ 5,785.00	\$ 13.00	\$ 5,785.00
9	PAVEMENT MRK SYMBOL (INTERSECTION GRADE)(WHITE)(LT ARROW)	8	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00
10	PAVEMENT MRK SYMBOL (INTERSECTION GRADE)(WHITE)(RT ARROW)	5	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00
11	FULL DEPTH 8" CONCRETE BASE REPAIR	500	\$ 8.00	\$ 4,000.00	\$ 9.00	\$ 4,500.00	\$ 8.40	\$ 4,200.00
12	OVER EXCAVATION (WITH AB-3)	28	\$ 30.00	\$ 840.00	\$ 63.50	\$ 1,778.00	\$ 61.85	\$ 1,731.80
13	TRAFFIC CONTROL	1	\$ 25,000.00	\$ 25,000.00	\$ 5,200.00	\$ 5,200.00	\$ 19,700.00	\$ 19,700.00
14	MOBILIZATION	1	\$ 60,003.20	\$ 60,003.20	\$ 25,000.00	\$ 25,000.00	\$ 16,900.00	\$ 16,900.00
	TOTALS			\$ 541,100.00		\$ 374,743.45		\$ 413,134.21

Authority to Award KLINK Project

Date: 6/13/2016

City of Hutchinson

Project Number 78 U-0198-01

The BLP has reviewed the bid documents for the referenced project and concurs with the City's recommendation to award the contract to Cornejo & Sons.

After the contract has been approved by the City and signed by all parties, please forward an electronic copy of the signed contract and pertinent documents to the Bureau of Local Projects (via email). Also, please forward the below-listed milestone dates as they occur:

- Notice to Proceed Date
- Actual Work Start Date (may be the same as the Notice to Proceed)
- Date Work Completed
- Notice of Acceptance Date (from KDOT Area Engineer)

Matt Graham, P.E.
Local Road Engineer
(785) 207-5125
graham@ksdot.org