

June 19, 2012
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Jack Taylor
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jim Sands
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

a. Moment of silence

b. Pledge of allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

a. Consideration of Appropriation Ordinance A-12 2012 dated May 30-June 11 2012 in the amount of \$601,670.82

b. Consideration of the June 5, 2012 City Commission Meeting Minutes.

c. The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-July 7, 2012.

d. The consideration and approval to adjust \$136.00 for outstanding building permits sent to Collection Bureau of Kansas, Inc.

4. SPECIAL PRESENTATIONS:

a. A presentation on redistricting. City Clerk Ficken presenting.

5. PUBLIC HEARING:

a. The consideration and approval of Resolution R-2683, setting a public hearing date of August 7, 2012 to address condemnation of 331 W 8th St.

b. The consideration and approval of Resolution 2684, setting a public hearing date of August 7, 2012 to address condemnation of 712 W 10th St.

- c. The consideration and approval of Resolution 2685, setting a public hearing date of August 7, 2012 to address condemnation of 1309 Johnson Dr.
- d. The consideration and approval of Resolution R-2686, setting a public hearing date of August 7, 2012 to address condemnation of 117 E 3rd St.
- e. The consideration and approval of Resolution R-2687, setting a public hearing date of August 7, 2012 to address condemnation of 630 W 10th St.

6. APPOINTMENTS:

- a. Consideration of reappointment of Mike Ryan to Metropolitan Planning Commission.

6. NEW BUSINESS:

- a. Consideration and approval of a lease agreement between Verizon Wireless and the City of Junction City for lease space on the Spruce Street water tower and site. Municipal Services Director McCaffery presenting.
- b. Consideration of Resolution R-2660 AgingWell Resolution of Intent. City Attorney Logan presenting.
- c. Consideration of Resolution R-2689 to approve Redevelopment Agreement between the City and Richard L. Edwards. City Attorney Logan presenting.
- d. Consideration of Resolution R-2688 approval to transfer title of the parking lot at 6th & Washington St. to the adjoining property owners. Finance Director Beatty presenting.
- e. Consideration of Ordinance S-3109 a request from Ron and Rebecca Bramlage, owner, requesting a rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, KS. Planning & Zoning Administrator Yearout presenting.
- f. Consideration of Ordinance S-3110 to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction city, KS, form “CSP” Special Commercial District to “RM” Multiple Family Residential District. Planning & Zoning Administrator Yearout presenting.
- g. Consideration of Ordinance S-3111 a request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Ct. Planning & Zoning Administrator Yearout presenting.

- h. Consideration of Vacation Order for Case No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. Planning & Zoning Director Yearout presenting.
- i. Consideration of Vacation Order No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC. Planning & Zoning Administrator Yearout presenting
- j. Consideration of Ordinance G-1113 to amend the Junction City Zoning Regulations by eliminating the category of Family Day care Home and making a Day Care Home a permitted use in certain residential districts. Planning & Zoning Director Yearout presenting.
- k. Consideration and Approval of the Award of Bid - 2012 Street Maintenance Program. Municipal Services Director McCaffery presenting.
- l. Consideration and approval of a Rejection of proposals/ bids for the Award of a Professional Engineering Services Contract for Assessment Studies. Municipal Services Director McCaffery presenting.
- m. Consideration and Approval of Award of Bid for Two One Ton Dump Trucks to Shawnee Mission Ford, Inc. Municipal Services Director McCaffery presenting.

7. **COMMISSIONER COMMENTS:**

8. **STAFF COMMENTS:**

9. **ADJOURNMENT:**

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-12 2012 dated May 30-June 11 2012 in the amount of \$601,670.82

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_			
NON-DEPARTMENTAL	GENERAL FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI INTERNAL REVENUE SERVICE	6/01/12	MACSS #41061331/ CV103-753	154.85			
			6/01/12	FEDERAL WITHHOLDING	26,197.62			
			6/01/12	FEDERAL WITHHOLDING	66.87			
			6/01/12	SOCIAL SECURITY WITHHOLDIN	3,374.52			
			6/01/12	SOCIAL SECURITY WITHHOLDIN	26.88			
			6/01/12	MEDICARE WITHHOLDING	3,263.96			
			6/01/12	MEDICARE WITHHOLDING	9.28			
			6/01/12	ING LIFE INSURANCE & ANNUITY COMPANY	3,035.27			
			BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CRDOSS BLUE SHIELD	856.48		
				6/01/12	BLUE CROSS BLUE SHIELD	750.96		
				6/01/12	BLUE CROSS BLUE SHIELD	1,267.26		
			6/01/12	BLUE CROSS BLUE SHIELD	2,870.23			
			JUNCTION CITY FIREFIGHTERS AID ASSOCIA SHEA, CARVER & BLANTON	6/01/12	FIREFIGHTERS AID ASSOCIATI	110.00		
				6/01/12	SHEA, CARVER & BLANTON	65.39		
			CREDIT MANAGEMENT SERVICES INC	6/01/12	GARNISHMENT	153.33		
			CITY OF JUNCTION CITY	6/01/12	CITY OF JUNCTION CITY -P&R	105.00		
			KANSAS PAYMENT CENTER	6/01/12	GARNISHMENT	484.72		
				6/01/12	KANSAS PAYMENT CENTER	851.24		
			BERMAN & RABIN, P. A	6/01/12	09LM125	316.71		
			FIREMEN'S RELIEF ASSOCIATION	6/01/12	FIREMANS RELIEF	195.36		
			GEARY COUNTY SHERIFF	6/04/12	BOOKING FEE MAY 2012	2,172.00		
			JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	6/01/12	I.A.F.F. LOCAL 3309	945.00		
			JUNCTION CITY POLICE	6/01/12	JCPOA	690.00		
			KANSAS DEPT OF REVENUE	6/01/12	STATE WITHHOLDING	10,159.38		
				6/01/12	STATE WITHHOLDING	18.36		
			KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	1,742.58		
				6/01/12	KP&F	11,656.40		
				6/01/12	KPERS #2	1,038.06		
			FLEXIBLE SPENDING ACCOUNT #41807030	6/01/12	FIRST STATE BANK	1,769.88		
			PRE-PAID LEGAL SERVICES,	6/01/12	PREPAID LEGAL	297.90		
			ROLLING MEADOWS GOLF COURSE	6/01/12	ROLLING MEADOWS GOLF COURS	41.66		
			KANSAS STATE TREASURER	6/01/12	KANSAS STATE TREASURER	1,357.00		
				6/01/12	KANSAS STATE TREASURER	152.50		
				6/01/12	KANSAS STATE TREASURER	6,074.00		
			LATHROP & GAGE LLP	6/05/12	EDWARDS AUTO PLAZA TIF	6,529.55		
			UNITED WAY OF JUNCTION CITY-GEARY COUN	6/01/12	UNITED WAY	240.90_		
					TOTAL:	89,041.10		
			GENERAL FUND	GENERAL FUND	GEARY COUNTY DISTRICT COURT	6/11/12	CASE#7072-CONDEMNATION-	3.50_
							TOTAL:	3.50
			INFORMATION SYSTEMS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC. VERIZON WIRELESS	6/11/12	INFORMATION SYSTEMS	19.84
						5/12/12	IS Director	51.61
						5/23/12	GVP CELL PHONE MAY 2012	80.02
						6/30/12	Web Site - Set up Fee (Fin	3,150.00
						6/30/12	Web Site - Annual Maint Fe	3,000.00_
							TOTAL:	6,301.47
			ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	521.81
						6/01/12	MEDICARE WITHHOLDING	122.04
						6/01/12	ING LIFE INSURANCE & ANNUITY COMPANY	334.62
						6/01/12	BLUE CROSS BLUE SHIELD	393.95
						6/11/12	ADMINISTRATION	198.92
						6/11/12	ADMINISTRATIVE SERVICES	19.84
						6/05/12	210-7021=CITY CLERK	51.61
						6/05/12	3-7779=CITY MANAGER	51.61

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/05/12	210-5380-HR DIRECTOR	51.61
			6/05/12	MIFI-CITY MANAGER	46.70
		KANSAS GAS SERVICE	6/08/12	700 N JEFFERSON-MAY2012	32.64
			6/08/12	701 N JEFFERSON-EDC	35.69
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	40.63
		WESTAR ENERGY	6/07/12	617 N WASHINGTON	19.39
			6/07/12	700 N JEFFERSON	950.82
			6/07/12	MUNICIPAL BLDG-POLE LIGHT	18.01
			6/07/12	701 N JEFFERSON-EDC	137.75
			6/07/12	902 E CHESTNUT-SHH	290.50
			6/07/12	JC ANIMAL SHELTER	301.95
			6/07/12	135 W 7TH ST-OPERA HOUSE	2,839.75
			6/07/12	2718 INDUSTRIAL-VENTRIA	4,361.60
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	366.91
			6/01/12	KPERS #2	259.88
		TMHC SERVICES, INC.	6/04/12	RANDOM TEST, ADMIN FEES	360.00
		LATHROP & GAGE LLP	6/05/12	GENERAL BUSINESS MATTERS	8,861.00
			6/05/12	REDETZKE CID	116.00
			6/05/12	SPRING VALLEY RD JOHNSON T	799.83
			6/05/12	JARED MARTINEZ CLAIM	3,219.00
		THREE RIVERS ENGRAVING	5/30/12	CM-DUE TO PAYING ON CREDIT	60.00-
				TOTAL:	24,744.06
PARKS	GENERAL FUND	CURT'S PEST CONTROL	5/18/12	GENERAL TERMITE INSPECTION	55.00
		INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	734.79
			6/01/12	SOCIAL SECURITY WITHHOLDIN	39.68
			6/01/12	MEDICARE WITHHOLDING	171.85
			6/01/12	MEDICARE WITHHOLDING	9.28
		RANDYS TREE SERVICE	5/30/12	STREET CLEARANCE SPRUCE ST	750.00
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	148.66
			6/01/12	BLUE CROSS BLUE SHIELD	29.74
			6/01/12	BLUE CROSS BLUE SHIELD	743.30
		CENTURYLINK COMMUNICATION, INC.	6/11/12	PARKS	113.11
		VERIZON WIRELESS	5/24/12	209-0933=PARKS WORKER	0.00
			5/24/12	209-1306=PARKS WORKER	0.00
			5/24/12	210-7130=PARKS WORKER	32.02
			5/24/12	210-7131=PARKS/REC DIRECTO	51.61
			5/24/12	223-1324=PARKS WORKER	32.02
			5/24/12	307-8579=MIFI	40.01
		C & M LAWN SERVICES	5/29/12	5/20 - 5/26	2,630.00
			6/04/12	5/27/12 -6/3/12	2,746.00
		KEY OFFICE EQUIPMENT	6/06/12	CASH DRAWER/CLIPS	46.24
		KANSAS GAS SERVICE	6/08/12	2307 N JACKSON	39.10
			6/08/12	1017 1/2 W 5TH ST	27.50
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	48.04
		WESTAR ENERGY	6/07/12	2307 N JACKSON-POLE LIGHTS	161.44
			6/07/12	1021 GRANT-FEMA LAND	65.54
			6/07/12	100 GRANT-WASH-MONT PLAZA	36.71
			6/07/12	CORONADO PARK BATHROOMS	33.81
			6/07/12	CORONADO PARK LIGHTS	15.06
			6/07/12	CORONADO PARK TENNIS LIGHT	17.91
			6/07/12	RIMROCK PARK LIGHTS	106.83
			6/07/12	RIMROCK PARK LIGHTS	293.23
			6/07/12	NORTH PARK LIGHTS	27.51
			6/07/12	NORTH PARK LIGHTS	132.29
			6/07/12	OUTH PARK LIGHTS	88.79

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/07/12	SOUTH PARK LIGHTS	75.22
			6/07/12	SOUTH PARK BATHROOM	29.03
			6/07/12	FILBY PARK LIGHTS	70.79
			6/07/12	14TH&CUSTER-FILBY BATHROOM	17.54
			6/07/12	5TH ST PARK-TENNIS	78.29
			6/07/12	5TH&WASHINGTON-HERITAGE	429.67
			6/07/12	5TH ST PARK LIGHT POLES	178.97
			6/07/12	5TH ST PARK LIGHT POLES	149.37
			6/07/12	420 GRANT-BRAMLAGE	98.24
			6/07/12	SERTOMA PARK LIGHTS	17.70
			6/07/12	SERTOMA PARK LIGHTS	17.70
			6/07/12	CLEARY PARK LIGHTS	360.20
			6/07/12	CLEARY PLAYGROUND LIGHTS	26.72
			6/07/12	CLEARY PARK BATHROOM	17.35
			6/07/12	1020 W 11TH 1/2-CLEARY BLD	61.93
			6/07/12	RATHERT FIELD LIGHTS	51.69
			6/07/12	RATHERT FIELD	330.57
			6/07/12	RATHERT FIELD LIGHTS	110.00
			6/07/12	1200 N FRANKLIN ST	54.37
			6/07/12	200 N EISENHOWER-SIGN	194.25
			6/07/12	PAWNEE PARK LIGHT	26.72
			6/07/12	NORTH PARK-CONCESION	341.96
			6/07/12	302 W 18TH-BUFFALO SOLDIER	266.87
			6/07/12	2301 SVR-PLANTERS	17.35
			6/07/12	930 E GUNNER-PATH LIGHT	86.59
			6/07/12	920 E GUNNER-PATH LIGHT	77.86
			6/07/12	145 E ASH-RIVER WALK	110.74
			6/07/12	1821 CAROLINE AVE-BLUFFS	31.72
			6/07/12	900 W 12TH-PARK LIGHT	17.35
			6/07/12	5TH & EISENHOWER-SIGN	107.42
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	468.35
			6/01/12	KPERS #2	146.01
		NEX-TECH	6/11/12	PARKS	3.21
		VAN DIEST SUPPLY CO	5/23/12	BUCCANEER PLUS	210.00
			5/23/12	PRAMITOL 23E	615.00
		ROTHWELL LANDSCAPE INC	6/06/12	CHESTNUT ST IRRIGATION/LAB	103.75
			6/06/12	CHESTNUT ST IRRIGATION	27.96_
				TOTAL:	14,495.53
SWIMMING POOL	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	331.87
			6/01/12	MEDICARE WITHHOLDING	77.60
		THE LIFEGUARD STORE, INC.	6/04/12	SWIM SUITS FEMALE AXCEL BA	213.17
		CASH-WA DISTRIBUTING	5/23/12	CANDY, FROZEN FOOD	794.62
			5/23/12	CANDY, FROZEN FOOD	646.35
			5/23/12	FUEL SURCHARGE	7.00
			6/06/12	CANDY,FROZEN FOODS	264.50
			6/06/12	PAPER & PLASTIC PRODUCTS	21.05
			6/06/12	CHEMICALS	158.40
			6/06/12	FUEL SURCHARGE	7.00
			5/30/12	PAPER PLATES/PLASTIC	29.50
			5/30/12	CANDY, BUNS, PRETZELS, SAU	463.00
			5/30/12	FUEL SURCHARGE	7.00
		BLUE BELL CREAMERIES, L.P.	5/24/12	ICE CREAM	164.52
		DAVE'S ELECTRIC, INC.	5/29/12	CONCESSIONS AT POOL/LABOR	208.00
			5/29/12	CONCESSIONS AT POOL/PARTS	89.34
		KANSAS GAS SERVICE	6/08/12	17 W 5TH	27.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WESTAR ENERGY	6/07/12	5TH ST POOL	366.09
		SNACK EXPRESS	5/28/12	DR PEPPER SIERRA MIST	150.00
			5/23/12	FRITOS, GATORADE,POP, CAND	1,263.20
			5/28/12	JUMBO CHEESEBURGER SAND	84.00
			5/30/12	JUMBO CHEESEBURGER SAND	126.00_
				TOTAL:	5,499.71
AIRPORT	GENERAL FUND	KANSAS GAS SERVICE	6/08/12	AIRPORT MAINTENANCE BLDG	31.58
		WESTAR ENERGY	6/07/12	540 W 18TH-AIRPORT MAIN	287.72
			6/07/12	AIRPORT FLASHER LIGHTS	57.11_
				TOTAL:	376.41
GOLF COURSE	GENERAL FUND	CURT'S PEST CONTROL	6/03/12	PEST CONTROL	38.50
		INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	506.34
			6/01/12	MEDICARE WITHHOLDING	118.43
		RMI	6/04/12	SWITCH ASSEMBLY FORW/REV	88.39
			6/04/12	GOLF CART BATTERIES	580.00
		ALL STAR PRO GOLF	6/03/12	PENCILS / TEES	354.18
		US FOOD SERVICE	6/04/12	FOOD SUPPLIES	392.22
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	297.32
		CENTURYLINK COMMUNICATION, INC.	6/11/12	GOLF COURSE	147.18
		REGELMAN LIQUOR STORE	6/11/12	BEER/LIQUOR SUPPLIES	44.95
		WINFIELD SOLUTIONS LLC	6/11/12	CRITERION 2F	1,050.00
		CLAY CENTER LOCKER PLANT	6/11/12	FOOD SUPPLIES	100.00
		AGRIUM ADVANCED TECHNOLOGIES	6/04/12	EMERALD	426.30
			6/04/12	RESPOND 3 TABLET LPI	210.00
			6/03/12	KLEENUP PRO LPI	52.50
			6/11/12	ENSIGN 720	481.25
		SPORTSTURF IRRIGATION	6/04/12	DRIVE ASSEMB./DRIVE ASSY W	510.36
		CONCORDIA TRACTOR	6/11/12	HY-GARD	69.90
			6/03/12	MOWER PARTS	746.19
		CROWN DISTRIBUTORS, INC.	6/03/12	BEER SUPPLIES	106.92
			6/11/12	BEER SUPPLIES	196.75
		FARMERS COOP ASSN	6/04/12	GASOLINE	563.98
			6/04/12	GASOLINE	1,515.38
			6/04/12	#2 FUEL OIL	572.64
			6/04/12	#2 FUEL OIL	860.68
		FLINT HILLS BEVERAGE LLC	6/03/12	BEER SUPPLIES	149.69
			6/06/12	BEER SUPPLIES	212.49
		TITLEIST	6/03/12	SPECIAL ORDER MERCHANDISE	96.93
			6/03/12	GOLF BALLS	794.63
		GEARY COUNTY RWD #4	6/03/12	WATER BILL	51.19
		HELENA CHEMICAL COMPANY	6/11/12	DORADO	687.50
		BROOKS YAMAHA	6/11/12	RETURN RESTOCK/FREIGHT CHA	115.96
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	33.37
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	147.57
			6/01/12	KPERS #2	246.66
		MILLESON'S AUTO SUPPLY	6/11/12	EQUIP REPAIR SUPPLIES	86.61
		NEX-TECH	6/11/12	GOLF COURSE	21.10
		SNACK EXPRESS	6/11/12	FOOD / VENDING	102.70
			6/11/12	FOOD / VENDING	228.00
		CLEVELAND GOLF/SRIXON	6/11/12	SPECIAL ORDER MERCH.	68.52
		TAYLOR MADE GOLF	6/03/12	SPECIAL ORDER MERCHANDISE	303.36
			6/11/12	RETURNED MERCHANDISE	293.00-
		TEXOMA GOLF INC	6/03/12	CLUB REPLACEMENT GRIPS	92.85
		TIELKE ENTERPRISE, LLC	6/03/12	NDWICHES	63.68

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/11/12	SANDWICHES	56.14
		VAN WALL EQUIPMENT	6/03/12	OIL LINE	106.65_
				TOTAL:	13,402.96
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	47.27
			6/01/12	MEDICARE WITHHOLDING	218.90
		FIRESTONE	6/01/12	TIRE FOR MED 4	92.00
			6/01/12	TIRE FOR MED 4	7.25
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	148.66
			6/01/12	BLUE CROSS BLUE SHIELD	1,068.16
		CENTURYLINK COMMUNICATION, INC.	6/11/12	AMBULANCE	129.73
		VERIZON WIRELESS	5/23/12	223-1237 (M3)	8.82
			5/23/12	223-1238 (M4)	6.26
			5/23/12	223-1240 (M2)	6.27
			5/23/12	223-1243 (M1)	8.82
			5/23/12	223-7309 (CHIEF STEINFORT)	32.02
		CENTURY UNITED COMPANIES, INC	6/01/12	Annual Copier Usage Charge	230.76
		KANSAS GAS SERVICE	6/08/12	700 N JEFFERSON-JAN 2012	32.63
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	102.96
		WESTAR ENERGY	6/07/12	700 N JEFFERSON	950.82
			6/07/12	MUNICIPAL BLDG-POLE LIGHT	18.02
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	61.20
			6/01/12	KP&F	3,009.63
		MOORE MEDICAL LLC	5/21/12	MEDICAL SUPPLIES	3,695.49
			5/21/12	MEDICAL SUPPLIES	43.39
			5/29/12	MEDICAL SUPPLIES	103.51
			5/29/12	MOORE MEDICAL LLC	137.35
		NEX-TECH	6/11/12	AMBULANCE	8.16
		OMNI BILLING	6/04/12	MAY 2012 AMBULANCE BILLING	4,063.42_
				TOTAL:	14,231.50
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	6/11/12	ZONING/COUNTY INSPECTION	19.74
		VERIZON WIRELESS	5/12/12	ZONING ADMINISTRATOR	29.32
			5/12/12	PUBLIC WORKS DIRECTOR 1/3	9.51
		KEY OFFICE EQUIPMENT	5/21/12	Color Laser Ink Cart - Blk	57.99
			5/21/12	Color Laser Ink Cart - CYN	80.74
			5/31/12	PENS & REFILL INK	4.61_
				TOTAL:	201.91
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	122.06
			6/01/12	MEDICARE WITHHOLDING	28.54
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	199.20
		VERIZON WIRELESS	5/12/12	ASST CITY ENGINEER	51.61
			5/12/12	ENGINEER ASST	51.61
			5/12/12	PUBLIC WORKS DIRECTOR 1/3	9.50
		DLT SOLUTIONS, INC	6/01/12	AutoCAD - Annual Maint 1 L	760.03
			6/01/12	AutoCAD - Annual Maint 1 L	760.03
			6/01/12	AutoCAD - Annual Maint 1 L	760.03
		KEY OFFICE EQUIPMENT	5/21/12	Color Laser Ink Cart - Blk	57.99
			5/21/12	Color Laser Ink Cart - CYN	80.74
			5/31/12	KEY BOARD & MOUSE TRAY-AA	14.84
			5/31/12	JR PAD, SCSRS, PPR CLP DIS	15.32
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	11.77
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	96.43
			6/01/12	KPERS #2	36.48_
				TOTAL:	3,056.18

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_		
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	207.67		
			6/01/12	MEDICARE WITHHOLDING	48.58		
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	148.66		
			6/01/12	BLUE CROSS BLUE SHIELD	222.99		
		CENTURYLINK COMMUNICATION, INC.	6/11/12	CODE ENFORCEMENT	49.59		
		VERIZON WIRELESS	5/12/12	SENIOR INSPECTOR	32.02		
			5/12/12	INSPECTOR	32.02		
			5/12/12	PUBLIC WORKS DIRECTOR 1/3	9.50		
			5/12/12	INSPECTOR IPAD 2	40.01		
			5/12/12	SENIOR INSPECTOR IPAD 2	40.01		
		F & R SERVICES	6/08/12	216 E 14TH ST	70.00		
			6/08/12	220 E 14TH ST	70.00		
			6/08/12	230 E 14TH ST	70.00		
			6/08/12	234 E 14TH ST	70.00		
			6/08/12	416 W 12TH ST	70.00		
			6/08/12	112 W 9TH ST	70.00		
			6/08/12	712 W 10TH ST	70.00		
			6/08/12	107 SUNSET	70.00		
			6/08/12	229 E 3RD ST	70.00		
			6/08/12	1307 MEADOWBROOKE LN	70.00		
			6/08/12	1501 MEADOWBROOKE LN	70.00		
			6/08/12	2443 JAEGER	70.00		
			5/25/12	1104 HAVEN	70.00		
			5/25/12	1624 BEL AIR DR	70.00		
			5/25/12	1402 SHAMROCK	70.00		
			5/25/12	1002 BROWN	70.00		
		JCAT	5/31/12	COPY FEES OF MORTGAGE PAPE	7.00		
		KEY OFFICE EQUIPMENT	5/21/12	Color Laser Ink Cart - Blk	57.99		
			5/21/12	Color Laser Ink Cart - CYN	80.74		
			5/31/12	KEY BOARD & MOUSE TRAY-AA	14.85		
			5/31/12	HGHLTR, PENS	9.66		
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	22.78		
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	286.59_		
				TOTAL:	2,430.66		
		POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	509.02
					6/01/12	SOCIAL SECURITY WITHHOLDIN	1,028.92
					6/01/12	MEDICARE WITHHOLDING	1,150.48
					6/01/12	MEDICARE WITHHOLDING	272.15
					6/01/12	MEDICARE WITHHOLDING	15.48
				BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CRDOSS BLUE SHIELD	148.66
					6/01/12	BLUE CRDOSS BLUE SHIELD	148.66
					6/01/12	BLUE CROSS BLUE SHIELD	393.78
					6/01/12	BLUE CROSS BLUE SHIELD	37.17
					6/01/12	BLUE CROSS BLUE SHIELD	15.03
					6/01/12	BLUE CROSS BLUE SHIELD	3,918.33
					6/01/12	BLUE CROSS BLUE SHIELD	887.97
					6/01/12	BLUE CROSS BLUE SHIELD	25.15
				CENTURYLINK COMMUNICATION, INC.	6/11/12	POLICE	652.09
					6/11/12	DISPATCH	652.09
				VERIZON WIRELESS	5/23/12	PD CELL PHONE MAY 2012	840.73
BUD'S WRECKER SERVICE	6/08/12			63926 TOWING FEES #212	65.00		
CENTURY UNITED COMPANIES, INC	6/01/12			Records Copier - Ex Copy F	1,024.41		
AUTO ZONE	6/08/12			NEUTRAL SAFETY SWITCH #250	127.04		
KA-COMM	6/08/12			108549 DATA BACKBONE SYSTE	150.00		
	6/08/12	549 DATA BACKBONE SYSTE	150.00				

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GEARY COUNTY SHERIFF	6/11/12	JAIL EXPENSE MAY 2012	30,000.00
		KEY OFFICE EQUIPMENT	5/30/12	010591 TONER CARTRIDGES/DR	246.46
			5/30/12	10591 TONER CARTRIDGES	304.16
			5/31/12	COPY PAPER	637.80
			5/31/12	COPY PAPER	637.80
		KANSAS GAS SERVICE	6/08/12	312 E 9TH	38.99
			6/08/12	210 E 9TH	85.42
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	464.77
			6/01/12	ADVANCE LIFE INUSRANCE	108.42
			6/01/12	ADVANCE LIFE INUSRANCE	5.14
		WESTAR ENERGY	6/07/12	210 E 9TH-JCPD	2,482.01
			6/07/12	312 E 9TH-JCPD STORAGE	225.99
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	522.33
			6/01/12	KPERS #1	833.21
			6/01/12	KP&F	13,430.91
			6/01/12	KP&F	618.85
			6/01/12	KP&F	183.11
			6/01/12	KPERS #2	70.46
			6/01/12	KPERS #2	425.35
		NEX-TECH	6/11/12	POLICE	77.55
			6/11/12	DISPATCH	77.82
		THE PRINTERY	6/05/12	22341 ENVELOPES PD/CODES	116.00
		SERVICEMASTER	6/08/12	JUNE 2012 PD JANITORIAL SE	754.00_
				TOTAL:	64,558.71
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	315.27
			6/01/12	MEDICARE WITHHOLDING	886.39
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CRDOSS BLUE SHIELD	148.66
			6/01/12	BLUE CROSS BLUE SHIELD	3,540.30
		CENTURYLINK COMMUNICATION, INC.	6/11/12	FIRE	129.73
		VERIZON WIRELESS	5/23/12	209-0124 (STN 2 CAPT)	6.20
			5/23/12	209-0255 (BC)	8.22
			5/23/12	209-0668 (STN 1 CAPT)	5.81
		CENTURY UNITED COMPANIES, INC	6/01/12	Annual Copier Usage Charge	230.76
		GARAGE DOOR PLACE	5/24/12	REPAIR GARAGE DOOR/STN 2	124.00
		KANSAS GAS SERVICE	6/08/12	700 N JEFFERSON-JAN 2012	32.63
			6/08/12	2245 LACY DR-FIRE	109.13
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	344.58
		WESTAR ENERGY	6/07/12	700 N JEFFERSON	950.82
			6/07/12	MUNICIPAL BLDG-POLE LIGHT	18.02
			6/07/12	2245 LACY-FIRESTATION#2	612.78
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	61.21
			6/01/12	KP&F	10,648.83
		NEX-TECH	6/11/12	FIRE	8.16_
				TOTAL:	18,181.50
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	47.69
			6/01/12	MEDICARE WITHHOLDING	11.16
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	37.17
		ALFRED BENESCH & COMPANY	5/25/12	SRTS EASEMENT 4/23/12-5/20	880.50
			5/25/12	SRTS PHASE 2 4/23/12-5/20/	500.43
		C & M LAWN SERVICES	5/29/12	5/20 - 5/26	215.00
		DAVE'S ELECTRIC, INC.	6/01/12	REPLCE LACY TORNADO SIREN	1,135.00
			6/01/12	RPLCE OLIVIA FRMS TORN. SI	1,135.00
			6/01/12	SIGNAL POLE REMOVAL 10 & W	925.00
		F & R SERVICES	6/07/12	H ST-OPPOSITE RATHERT F	25.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/07/12	1701 N ADAMS	25.00
			6/07/12	BEL AIR & FOGARTY (DEAD EN	15.00
			6/07/12	8TH ST AT GARFIELD DITCH	10.00
			6/07/12	AIRPORT/JACKSON ST ROW-ALL	0.00
			6/07/12	ANNEX PARKING LOT BEHIND D	15.00
			6/07/12	COMMONWEALTH DRIVE ROW	25.00
			6/07/12	GRANT AVE ISLAND	150.00
			6/07/12	GRANT AVE FRONTAGE RD	40.00
			6/07/12	MONROE ST DRAINS	15.00
			6/07/12	WATER PLANT-EXCEPT AROUND	400.00
			6/07/12	FIELD S OF WATER PLANT 25'	75.00
			6/07/12	WESTWOOD BLVD-ISLANDS	150.00
			6/07/12	BRIDGE GUARDRAIL-EISEN & 1	10.00
			6/07/12	E 11TH/210 E 11TH	30.00
			6/07/12	514 W 14TH ST	30.00
			6/07/12	516 W 14TH ST	30.00
			6/07/12	436 W 11TH ST	30.00
			6/07/12	EAST 10TH ST PROPERTY	100.00
			6/07/12	14TH ST TRAILER COURT AREA	75.00
			6/07/12	ELM DALE ROAD ROW	75.00
			6/07/12	CHESTNUT&I-70 RAMPS	630.00
			6/07/12	PUMP STATIONS @ ADAMS ST	75.00
			6/07/12	HWY 57 R/W & ISLANDS	1,000.00
			6/07/12	AREA IN FRONT OF CRACKER B	70.00
			6/07/12	RUCKER ROAD	500.00
			6/07/12	LAWNDALE WATER AREA	40.00
			6/07/12	MOSS CIRCLE ISLAND	10.00
			6/07/12	GRANT AVE RIVER PARK AREA	150.00
			5/25/12	600 BLOCK E 7TH ST-ROW	15.00
			5/25/12	603 SKYLINE DRIVE	10.00
			5/25/12	714 SKYLINE DRIVE	10.00
			5/25/12	GOLDENBELT BLVD-ROW	300.00
			5/25/12	ASH STREET(600 BLOCK)	15.00
			5/25/12	DITCH BETWEEN 100 BLK E VI	15.00
			5/25/12	EAST 6TH ST PARKING LOT	15.00
			5/25/12	EAST 6TH ST ROW	500.00
			5/25/12	E CHESTNUT-ROW & UPRR TRAC	50.00
			5/25/12	FIRE STATION #2- LACY DRIV	75.00
			5/25/12	LACY DRIVE	100.00
			5/25/12	MEADOW LANE ROW	15.00
			5/25/12	ST MARYS ROAD ROW(CHURCH)	30.00
			5/25/12	VACANT DRAINAGE DITCH-RILE	15.00
			5/25/12	INDUSTRIAL PARK ROW	50.00
			5/25/12	WATER TOWER-SPRUCE ST	50.00
			5/25/12	WATER TOWER-WEST ASH ST	40.00
			5/25/12	E ASH ST NEAR RR TRACKS	70.00
			5/25/12	SVR ROW	75.00
			5/25/12	SVR ADDITION ISLANDS	80.00
			5/25/12	STRAUSS BLVD ISLANDS R/W	300.00
			5/25/12	I 70 ROW	600.00
			5/25/12	EASH ASH ST LIFT STATION	50.00
			5/25/12	SOUTH JACKSON ST DRAINAGE	30.00
			5/25/12	ASH ST FROM CHESTNUT SOUTH	230.00
			5/25/12	136 E 3RD	30.00
			5/25/12	225 E 3RD	30.00
			5/25/12	ST UNDERPASS	100.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/25/12	SANDUSKY ROW	75.00
			5/25/12	THE BLUFFS AREA	100.00
			5/25/12	TOM NEAL INDUSTRIAL PARK A	250.00
			5/25/12	SOUTHWIND/KJCK EAST TO TOW	150.00
			5/25/12	CHADWICK	15.00
			5/25/12	HOLLY LANE ISLAND	15.00
			5/25/12	SVR-R/W - K-18 TO RR	500.00
			5/25/12	ENT TO SUTTER WDS AT FOX S	60.00
			5/25/12	FIRE STATION #2 FIELD	0.00
			5/25/12	GRANT AVE ISLANDS	150.00
			5/25/12	WESTWOOD BLVD ISLANDS	150.00
			5/25/12	SUTTER HIGHLANDS - VACANT	200.00
			5/25/12	SUTTER WOODS-VACANT	450.00
			5/23/12	AIRPORT/JACKSON ROW/14TH S	990.00
			5/23/12	VACANT LOT INTERSECTIONS	300.00
			5/23/12	DEER CREEK 1	80.00
			5/23/12	DEER CREEK 2	220.00
		KANSAS GAS SERVICE	6/08/12	2324 1/2 N JACKSON	42.49
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INSURANCE	2.55
		WESTAR ENERGY	6/07/12	2324 N JACKSON-PUBLIC WORK	86.40
			6/07/12	CRESTVIEW-ST LIGHTS	18.22
			6/07/12	6&700 BLK WASH-SIGNAL	142.28
			6/07/12	904 N FRANKLIN-ST LIGHTS	0.00
			6/07/12	JUNCTION CITY	240.43
			6/07/12	107 S WASHINGTON-ST LIGHTS	19.58
			6/07/12	915 W 4TH-ST LIGHTS	15.06
			6/07/12	9TH&100 BLK W 9TH-ST LIGHT	27.51
			6/07/12	9TH & FILLEY-ST LIGHTS	53.42
			6/07/12	SPRUCE ST-ST LIGHTS	18.22
			6/07/12	SPRUCE & BUNKERHILL-ST LIG	23.60
			6/07/12	UTILITY PARKING LOT-ST LIG	61.28
			6/07/12	UTILITY PARKING LOT-ST LIG	61.28
			6/07/12	JEFFERSON-BETWEEN 6TH-ST L	121.23
			6/07/12	MINNICK PARKING LOT-ST LIG	121.23
			6/07/12	PARKING LOT-	96.24
			6/07/12	WASHINGTON BRIDGE	66.20
			6/07/12	S BALLPARK 2 & 3-ST LIGHTS	17.43
			6/07/12	16TH & WASHINGTON-ST LIGHT	19.59
			6/07/12	1935 NORTHWIND-ST LIGHTS	18.80
			6/07/12	1935 NORTHWIND-ST LIGHTS	20.59
			6/07/12	8TH & 9TH ST-ST LIGHTS	6.34
			6/07/12	11TH ST & JACKSON SCHOOL X	7.96
			6/07/12	807 N WASHINGTON-ST LIGHT	197.00
			6/07/12	615 N WASHINGTON-ST LIGHTS	127.96
			6/07/12	716 N WASHINGTON-ST LIGHTS	257.23
			6/07/12	132 N EISENHOWER-ST LIGHT	19.91
			6/07/12	105 W 7TH ST-ST LIGHTS	54.53
			6/07/12	107 W 7TH ST-ST LIGHTS	68.01
			6/07/12	109 W 7TH-ST LIGHTS	45.00
			6/07/12	1419 N JEFFERSON-ST LIGHTS	18.59
			6/07/12	1618 N JEFFERSON-ST LIGHTS	19.40
			6/07/12	2800 GATEWAY-ST LIGHT	21.71
			6/07/12	1200 S WASHINGTON-ST LIGHT	225.32
			6/07/12	316 N US HWY 77-FLASHER	17.43
			6/07/12	600 W 6TH-ST LIGHT	42.61
			6/07/12	1 S US HWY 77-FLASHER	18.29

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/07/12	401 CAROLINE CT-ST LIGHT	22.17
			6/07/12	351 E CHESTNUT-ST LIGHT	223.15
			6/07/12	ST MARYS CEMETARY-SIREN	30.91
			6/07/12	INDUSTRIAL PARK-ST LIGHT	80.15
			6/07/12	601 W CHESTNUT-FLAG	18.22
			6/07/12	1222 W 8TH-SIREN	19.98
			6/07/12	CIVIL DEFENSE-SIREN	33.52
			6/07/12	CIVIL DEFENSE-SIREN	33.52
			6/07/12	630 1/2 E TORNADO SIREN	30.91
			6/07/12	AIRPORT RD & JACKSON SIREN	29.28
			6/07/12	403 GRANT AVE-SIREN	21.63
			6/07/12	703 W ASH-SIREN	19.83
			6/07/12	1102 ST MARYS RD-SIREN	21.76
			6/07/12	2022 LACY DRIVE-SIREN	18.38
			6/07/12	701 SOUTHWIND-SIREN	22.75
			6/07/12	CIVIL DEFENSE SIREN	33.52
			6/07/12	CHESTNUT & WASHINGTON	92.81
			6/07/12	HWY 77 & MCFARLAND	46.32
			6/07/12	6TH & ADAMS	115.82
			6/07/12	6TH & GARFIELD	121.65
			6/07/12	6TH & EISENHOWER	58.39
			6/07/12	6TH & WEBSTER	136.99
			6/07/12	6TH & JACKSON	22.18
			6/07/12	6TH & MADISON	83.67
			6/07/12	6TH & FRANKLIN	59.00
			6/07/12	8TH & JEFFERSON	78.15
			6/07/12	8TH & JEFFERSON	322.02
			6/07/12	8TH & JACKSON	107.23
			6/07/12	8TH & WASHINGTON	58.03
			6/07/12	9TH & WASHINGTON	109.90
			6/07/12	14TH & JACKSON	93.12
			6/07/12	1760 W ASH	40.13
			6/07/12	4TH & WASHINGTON-BLINKER	19.58
			6/07/12	ST LIGHTS-MAY 2012	24,463.77
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #2	57.34
		KAW VALLEY ENGINEERING, INC	5/31/12	2012 STREET MAINT-DESIGN	7,800.00
			5/31/12	GRANT AVE BRIDGE - PE	4,500.00_
				TOTAL:	56,778.65
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	346.28
			6/01/12	MEDICARE WITHHOLDING	80.99
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	297.32
		CENTURYLINK COMMUNICATION, INC.	6/11/12	MUNICIPAL COURT	52.67
		CENTURY UNITED COMPANIES, INC	6/01/12	Copier Annual Maint Fee	499.90
		JOSHUA DOUGLASS	6/11/12	PAYMENT EVERY TWO WEEKS	2,500.00
		KANSAS GAS SERVICE	6/08/12	225 W 7TH	30.91
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INSURANCE	34.58
		WESTAR ENERGY	6/07/12	221 W 7TH-COURT	202.46
			6/07/12	225 W 7TH-COURT-PARKING LI	11.93
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	353.85
			6/01/12	KPERS #2	70.46
		MISC	6/01/12	Bond Refund:11-06525 -01	34.00
		KEHRER, MIKAELA M	6/06/12	Bond Refund:10-04338B-02	111.00
		GREEN, CRYSTAL	6/08/12	Bond Refund:12-04497 -01	114.00_
		BLASENGAME, DUSTIN		TOTAL:	4,740.35

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	126.96
			6/01/12	MEDICARE WITHHOLDING	29.69
		CENTURYLINK COMMUNICATION, INC.	6/11/12	OPERA HOUSE	49.59
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS RETIRED	275.21_
				TOTAL:	481.45
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	135.48
			6/01/12	MEDICARE WITHHOLDING	31.69
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	118.92
		CENTURYLINK COMMUNICATION, INC.	6/11/12	RECREATION	210.34
		VERIZON WIRELESS	5/24/12	210-6980=RECREATION DIRECT	0.00
		TERESA CHANDLER	6/07/12	FACILITY REFUND--MAY 25 20	85.00
		KANSAS GAS SERVICE	6/08/12	1002 W 12TH	44.54
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	10.74
		WESTAR ENERGY	6/07/12	1002 W 12TH-COMMUNITY/P LI	1,402.11
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #2	56.90
		NEX-TECH	6/11/12	RECREATION	16.26
		CINTAS #451	6/01/12	GRAY MAT AT 12TH ST COMMUN	30.45_
				TOTAL:	2,142.43
		NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	6/01/12
	6/01/12			SOCIAL SECURITY WITHHOLDIN	203.58
	6/01/12			MEDICARE WITHHOLDING	219.29
ING LIFE INSURANCE & ANNUITY COMPANY	6/01/12			ING	125.00
BLUE CROSS BLUE SHIELD OF KS	6/01/12			BLUE CROSS BLUE SHIELD	250.32
	6/01/12			BLUE CROSS BLUE SHIELD	222.96
JUNCTION CITY FIREFIGHTERS AID ASSOCIA	6/01/12			FIREFIGHTERS AID ASSOCIATI	15.00
FIREMEN'S RELIEF ASSOCIATION	6/01/12			FIREMANS RELIEF	26.64
JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	6/01/12			I.A.F.F. LOCAL 3309	126.00
KANSAS DEPT OF REVENUE	6/01/12			STATE WITHHOLDING	607.17
KANSAS PUBLIC EMPLOYEES	6/01/12			KPERS #1	213.86
	6/01/12			KP&F	610.93
FLEXIBLE SPENDING ACCOUNT #41807030	6/01/12			FIRST STATE BANK	240.83
UNITED WAY OF JUNCTION CITY-GEARY COUN	6/01/12			UNITED WAY	18.00_
				TOTAL:	4,447.88
SELF HELP HOUSING	GRANTS			INTERNAL REVENUE SERVICE	6/01/12
			6/01/12	MEDICARE WITHHOLDING	70.28
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	148.66
			6/01/12	BLUE CROSS BLUE SHIELD	148.66
		CENTURYLINK COMMUNICATION, INC.	6/11/12	SELF HELP HOUSING	19.84
		VERIZON WIRELESS	5/12/12	SHH COORDINATOR	32.02
			5/12/12	SHH DIRECTOR	51.61
		KEY OFFICE EQUIPMENT	5/21/12	Color Laser Ink Cart - Blk	57.99
			5/21/12	Color Laser Ink Cart - CYN	80.74
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	27.98
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	392.44_
		TOTAL:	1,330.73		
SAFER GRANT FD 08	GRANTS	INTERNAL REVENUE SERVICE	6/01/12	MEDICARE WITHHOLDING	6.96_
				TOTAL:	6.96
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	6/01/12	MEDICARE WITHHOLDING	142.05
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	743.30
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	45.55
		KANSAS PUBLIC EMPLOYEES	6/01/12	F	1,443.55

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
				TOTAL:	2,374.45
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	6/01/12	FEDERAL WITHHOLDING	243.55
			6/01/12	SOCIAL SECURITY WITHHOLDIN	191.21
			6/01/12	MEDICARE WITHHOLDING	66.01
		KANSAS DEPT OF REVENUE	6/01/12	STATE WITHHOLDING	92.44
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	44.80_
				TOTAL:	638.01
SPIN CITY	SPIN CITY	ASCAP	5/30/12	ASCAP MUSIC LICENSE	30.68
		INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	282.26
			6/01/12	MEDICARE WITHHOLDING	66.01
		CASH-WA DISTRIBUTING	6/05/12	HOT DOGS ,WATER,PRETZELS,CH	201.39
			6/05/12	PAPER PRODUCTS	187.49
			6/05/12	FUEL SURCHARGE	7.00
			6/05/12	CANDY, FOOD	243.77
			6/05/12	PAPER & PLASTIC PRODUCTS	197.06
			6/05/12	CHEMICAL SUPPLIES	39.23
			6/05/12	DELIVERY SURCHARGE	7.00
			6/07/12	CM-FOOD SUPPLIES	22.04-
		CENTURYLINK COMMUNICATION, INC.	6/11/12	SPIN CITY	92.10
		VERIZON WIRELESS	5/24/12	223-1084=SPIN CITY MANAGER	51.61
		LINDSAY MARRS	6/11/12	TRVL REIMB-MAY 1-MAY 30 20	86.86
		LINDSAY BARTON	6/11/12	TRVL REIM-MAY 1-MAY 30 201	9.99
		KANSAS GAS SERVICE	6/08/12	915 S WASHINGTON	234.72
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INSURANCE	7.90
		WESTAR ENERGY	6/07/12	915 S WASHINGTON-GOLF-SPIN	91.91
			6/07/12	915 S WASHINGTON-SPIN CITY	1,082.02
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	82.21
		NEX-TECH	6/11/12	SPIN CITY	8.00
		SHERWIN WILLIAMS	6/05/12	PAINT TRAYS	28.73
			6/05/12	PAINT AND SUPPLIES	961.78
		THE STUFF SHOP	6/05/12	REDEMPTION PRIZES	359.78
			6/05/12	REDEMPTION PRIZES`	722.38
		WIZARD'S ELECTRONIC SVC	6/07/12	SKATE FLOOR LIGHTS REPAIR	97.50
			6/08/12	THEATRE AUDIO LEVELS	75.00
		THOMAS SIGN COMPANY	6/05/12	OUTSIDE SIGN REPAIR	532.50_
				TOTAL:	5,756.84
INDUSTRIAL REVENUE BON BOND & INTEREST		SECURITY BANK OF KANSAS CITY	6/01/12	VENTRIA IRB MONTHLY-JUNE 2	99,965.15
			6/11/12	VENTRIA IRB MONTHLY-JULY 2	99,965.15_
				TOTAL:	199,930.30
BOND & INTEREST	BOND & INTEREST	LANDMARK NATIONAL BANK	6/08/12	JUNE 2012-LOAN PAYMENT	8,717.87_
				TOTAL:	8,717.87
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI	6/01/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	6/01/12	FEDERAL WITHHOLDING	1,892.21
			6/01/12	SOCIAL SECURITY WITHHOLDIN	810.97
			6/01/12	MEDICARE WITHHOLDING	279.98
		ING LIFE INSURANCE & ANNUITY COMPANY	6/01/12	ING	332.37
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	212.77
			6/01/12	BLUE CROSS BLUE SHIELD	359.06
			6/01/12	BLUE CROSS BLUE SHIELD	219.64
		SHEA, CARVER & BLANTON	6/01/12	SHEA, CARVER & BLANTON	126.93
		CITY OF JUNCTION CITY	6/01/12	Y OF JUNCTION CITY -P&R	12.75

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS DEPT OF REVENUE	6/01/12	STATE WITHHOLDING	811.66
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	402.00
			6/01/12	KPERS #2	549.43
		FLEXIBLE SPENDING ACCOUNT #41807030	6/01/12	FIRST STATE BANK	164.77
		PRE-PAID LEGAL SERVICES,	6/01/12	PREPAID LEGAL	26.51
		UNITED WAY OF JUNCTION CITY-GEARY COUN	6/01/12	UNITED WAY	20.75_
				TOTAL:	6,376.65
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	623.12
			6/01/12	MEDICARE WITHHOLDING	145.76
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	52.03
			6/01/12	BLUE CROSS BLUE SHIELD	52.03
			6/01/12	BLUE CROSS BLUE SHIELD	457.89
		CENTURYLINK COMMUNICATION, INC.	6/11/12	WATER ADMINISTRATION	133.08
		VERIZON WIRELESS	6/05/12	209-1393=METER READER	32.02
			6/05/12	210-6618=METER READER	32.02
			6/05/12	223-1358=CITY TREASURER	51.61
			6/05/12	307-8209=IPAD, Meter Reade	40.01
			6/05/12	307-8254=IPAD, Meter Reade	40.01
		CDW GOVERNMENT INC	6/04/12	CS - 5th Computer	953.37
			6/04/12	CS - 5th Monitor	125.32
		KANSAS GAS SERVICE	6/08/12	900 W SPRUCE	28.86
			6/08/12	2232 W ASH TOWER	27.50
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	50.61
		WESTAR ENERGY	6/07/12	2232 W ASH-WATER TOWER	93.22
			6/07/12	2100 N JACKSON-WATER	209.53
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	348.68
			6/01/12	KPERS #2	402.84
		POSTMASTER	6/01/12	JUNE 2012-BULK POSTAGE	2,500.00
		THE PRINTERY	6/07/12	WATER-WINDOW ENV. W/IMPRIN	494.50
		CINTAS #451	6/07/12	SCRAPER/BROWN MAT	45.26
			6/07/12	UNIFORMS-LANGDON, KENNY	10.23
			6/08/12	SCRAPER/BROWN MAT	29.47
			6/08/12	UNIFORMS-LANGDON, KENNY	10.23
		LATHROP & GAGE LLP	6/05/12	WATER TOWER LEASE	1,120.00
		XEROX CORPORATION	6/01/12	Water Dept Copier	177.39_
				TOTAL:	8,286.59
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	574.03
			6/01/12	MEDICARE WITHHOLDING	134.25
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	74.33
			6/01/12	BLUE CROSS BLUE SHIELD	74.33
			6/01/12	BLUE CROSS BLUE SHIELD	420.71
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	53.20
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	388.98
			6/01/12	KPERS #2	313.61
		POSTMASTER	6/01/12	MAY 2012-BULK POSTAGE	2,500.00
		THE PRINTERY	6/07/12	SEWER-WINDOW ENV. W/IMPRIN	494.50_
				TOTAL:	5,027.94
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	6/01/12	FEDERAL WITHHOLDING	172.96
			6/01/12	SOCIAL SECURITY WITHHOLDIN	61.35
			6/01/12	MEDICARE WITHHOLDING	21.19
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	27.87
		KANSAS DEPT OF REVENUE	6/01/12	STATE WITHHOLDING	65.23
		KANSAS PUBLIC EMPLOYEES	6/01/12	RS #1	28.61

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/01/12	KPERS #2	46.87
		UNITED WAY OF JUNCTION CITY-GEARY COUN	6/01/12	UNITED WAY	1.25_
				TOTAL:	425.33
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	90.56
			6/01/12	MEDICARE WITHHOLDING	21.17
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	111.48
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INSURANCE	7.08
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	52.50
			6/01/12	KPERS #2	57.34
		KAW VALLEY ENGINEERING, INC	6/05/12	PRICE RAVINE DITCH IMPR-CO	25,294.40
			5/31/12	OXBOW DESIGN - PS	3,767.03
			5/31/12	PRICE RAVINE - PS	1,150.00_
				TOTAL:	30,551.56
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	CENTURYLINK COMMUNICATION, INC.	6/11/12	EDC	39.67
		NEX-TECH	6/11/12	EDC	0.00_
				TOTAL:	39.67
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	6/11/12	ENGINEERING	49.59_
				TOTAL:	49.59
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	6/01/12	FEDERAL WITHHOLDING	147.27
			6/01/12	SOCIAL SECURITY WITHHOLDIN	74.16
			6/01/12	MEDICARE WITHHOLDING	25.61
		ING LIFE INSURANCE & ANNUITY COMPANY	6/01/12	ING	26.63
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	37.55
			6/01/12	BLUE CROSS BLUE SHIELD	63.36
			6/01/12	BLUE CROSS BLUE SHIELD	22.28
		CITY OF JUNCTION CITY	6/01/12	CITY OF JUNCTION CITY -P&R	2.25
		KANSAS DEPT OF REVENUE	6/01/12	STATE WITHHOLDING	70.19
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	52.92
			6/01/12	KPERS #2	36.01
		FLEXIBLE SPENDING ACCOUNT #41807030	6/01/12	FIRST STATE BANK	25.00
		PRE-PAID LEGAL SERVICES,	6/01/12	PREPAID LEGAL	2.39
		UNITED WAY OF JUNCTION CITY-GEARY COUN	6/01/12	UNITED WAY	1.35_
				TOTAL:	586.97
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	109.45
			6/01/12	MEDICARE WITHHOLDING	25.59
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	22.30
			6/01/12	BLUE CROSS BLUE SHIELD	22.30
			6/01/12	BLUE CROSS BLUE SHIELD	89.19
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INSURANCE	11.23
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	97.10
			6/01/12	KPERS #2	44.05_
				TOTAL:	421.21
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	6/08/12	MAY 2012-WATER BILL DONATI	467.00_
				TOTAL:	467.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	6/01/12	FEDERAL WITHHOLDING	305.41
			6/01/12	MEDICARE WITHHOLDING	29.90
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	37.16
		JUNCTION CITY POLICE	6/01/12	JCPOA	20.00
		KANSAS DEPT OF REVENUE	6/01/12	TE WITHHOLDING	112.39

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS PUBLIC EMPLOYEES	6/01/12	KP&F	146.94_
				TOTAL:	651.80
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	6/01/12	MEDICARE WITHHOLDING	29.90
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	148.66
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	10.20
		KANSAS PUBLIC EMPLOYEES	6/01/12	KP&F	347.21_
				TOTAL:	535.97
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	6/01/12	FEDERAL WITHHOLDING	33.57
			6/01/12	SOCIAL SECURITY WITHHOLDIN	21.59
			6/01/12	MEDICARE WITHHOLDING	7.45
		ING LIFE INSURANCE & ANNUITY COMPANY	6/01/12	ING	25.00
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	18.58
		KANSAS DEPT OF REVENUE	6/01/12	STATE WITHHOLDING	13.61
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	21.85
		FLEXIBLE SPENDING ACCOUNT #41807030	6/01/12	FIRST STATE BANK	8.34_
				TOTAL:	149.99
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	6/01/12	SOCIAL SECURITY WITHHOLDIN	31.87
			6/01/12	MEDICARE WITHHOLDING	7.45
		JENNIFER ARNESON, DVM	6/08/12	FIGO BOARDING/FOOD/MEDS	425.38
		MIKE LIFE	6/08/12	DTF BUY MONEY	2,000.00
		BLUE CROSS BLUE SHIELD OF KS	6/01/12	BLUE CROSS BLUE SHIELD	74.33
		VERIZON WIRELESS	6/05/12	2748066368 DTF PHONE SERVI	50.13
			5/23/12	DTF CELL PHONE MAY 2012	219.59
		JSC	6/11/12	AMMUNITION REM 308 168GR	624.00
		ADVANCE LIFE INSURANCE	6/01/12	ADVANCE LIFE INUSRANCE	3.86
		KANSAS PUBLIC EMPLOYEES	6/01/12	KPERS #1	40.09
		MONTGOMERY COMMUNICATIONS INC	6/11/12	12CV16 PUBLICATION NOTICE	405.53
			6/11/12	12CV59 PUBLICATION NOTICE	127.56
		NEX-TECH	6/11/12	DRUG TASK FORCE	9.74_
				TOTAL:	4,019.53
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	ELIEL BORGES	6/11/12	TOLL FEES-CIVIL RIGHTS TRA	5.00
		TODD GODFREY	6/11/12	TOLL FEES INTERDICTION TRA	4.90
		KACP	6/04/12	KS POLICE ADMIN TRNG-#120	200.00_
				TOTAL:	209.90

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====					
	01	GENERAL FUND			320,668.08
	02	GRANTS			8,160.02
	10	SPIN CITY			6,394.85
	12	BOND & INTEREST			208,648.17
	15	WATER & SEWER FUND			19,691.18
	18	STORM WATER			30,976.89
	19	ECONOMIC DEVELOPMENT			39.67
	22	SPECIAL HIGHWAY FUND			49.59
	23	SANITATION FUND			1,008.18
	46	SUNDOWN SALUTE			467.00
	47	DRUG & ALCOHOL ABUSE FUND			1,187.77
	50	SPECIAL LE TRUST FUND			4,169.52
	54	LAW ENFORCEMENT TRAINING			209.90

		GRAND TOTAL:			601,670.82

TOTAL PAGES: 16

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 5/30/2012 THRU 6/11/2012

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS- MAY 30-JUNE 11 2012-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of Junction City

City Commission

Agenda Memo

June 19th 2012

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: *City Commissioners*
Subject: Consideration of Appropriation Ordinance A-12 2012 dated—May 30-June 11 2012 in the amount of \$601,670.82

Background: Attached is listing of the Appropriations for —May 30-June 11 2012

Appropriations —May 30-June 11 2012 \$601,670.82

EFT Payment due before next commission

Veolia Water \$561,071.32

Visa Card \$19,343.89

Backup material for agenda item:

- b. Consideration of the June 5, 2012 City Commission Meeting Minutes.

CITY COMMISSION MINUTES

June 5, 2012

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, June 5, 2012 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands, and Jack Taylor. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Tyler Ficken.

PUBLIC COMMENT

Lamar Reed stated that the JCPD has shown contempt toward his concerns; he has been attacked multiple times. Mr. Reed has a meeting with the Mayor and City staff on June 15th. Chief Brown stated that the person who attacked Mr. Reed has been incarcerated; Mr. Reed has been the victim of numerous assaults. Mr. Reed stated that Junction City, Ks is not Baltimore, MD and this should not be occurring.

Deb Johnston of 1320 McFarland stated that Veolia has not been properly staffed and Veolia employees appreciate Veolia.

Bill Nash of Barton Community College requested a letter from the City supporting the College's OSHA training site program.

John Stewart Stated that there have been many car and home break-ins. Chief Brown stated that 3 kids have been caught breaking into cars. Chief Brown asked that citizens be vigilant by making sure their vehicles and homes are locked. Chief Brown stated that the curfew for underage individuals in 12:30 a.m.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-11 2012 dated May 8th – May 29th 2012 in the amount of \$620,370.86. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the May 15, 2012 City commission Meeting Minutes. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration to provide letter of support for Barton community College to become a member of the Midwest OSHA Education Center Consortium. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of ambulance contractual obligation adjustments and bad debt adjustments (March 2012). Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of ambulance contractual obligation adjustments and bad debt adjustments (April 2012). Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Award of bid – Grant Ave. Bridge Repairs Project. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of award of bid for the 2012 Street Striping Program. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of Award of Bid for the Safe Routes to School (Sidewalk) Program. Moved to New Business.

The consideration and approval of the noise waiver, animal ordinance waiver, Resident, Transient and Itinerant and Peddler waiver, authorization to discharge fireworks and authorization to ban bicycles and skateboards for Sundown Salute for July 3-7, 2012 in Heritage Park. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

The consideration and approval of the street closure and noise waiver for the Juneteenth Celebration on June 9, 2012 in Heritage Park. Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Consent Agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

SPECIAL PRESENTATIONS

A presentation on the status of the Dick Edwards TIF. City Attorney Logan presenting. City Attorney Logan stated that the Ordinance will be set for publication on June 29, 2012, and the bond issuance for August 1, 2012.

City Manager Budget Introduction presentation. City Manager Vernon Presenting. City Manager Vernon provided the budget document to the Commission. City Manager Vernon stated that he foresees a reduction in the Mill Levy. City Manager Vernon stated that City Staff continues to work toward budgeting in a way that displays the true cost of doing business to the public.

UNFINISHED BUSINESS

Consideration of Ordinance S-3107 a request from John York, agent, on behalf of Sally Jardine, owner, to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the property located at 701 Allen Drive. Planning & Zoning Director Yearout presenting. (Final Reading) Commissioner Johnson moved, seconded by Commissioner Aska to approve Ordinance S-3107 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance S-3108 a request of David Mulvey, agent for Konza Investments, Inc., owner, requesting a Special Use Permit to allow the establishment of a motor vehicle towing, storage, repair and related activities. Planning & Zoning Director Yearout presenting. (Final Reading) Commissioner Johnson moved, seconded by Commissioner Taylor to approve Ordinance S-3108 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

NEW BUSINESS

Consideration and approval of Award of Bid for the Safe Routes to School (Sidewalk) Program. Commissioner Johnson stated that the public is served when the bid requests are responded to by many companies. Municipal Services Director McCaffery stated that the bid was advertised well & six to eight sets of plans were provided. Commissioner Johnson stated that sending the bids out via e-mail would help the taxpayer. Finance director Beatty stated that the City does not keep bid lists; it is the potential bidder's responsibility to check the City website for work. City Clerk Ficken stated that bidders have the ability to subscribe on the City's website to receive alerts when bid packages are released. Commissioner Sands moved, seconded by Commissioner Aska to approve award of bid for the safe routes to school program. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Health Insurance award of bid. Finance Director Beatty presenting. Commissioner Johnson asked if the plan would include Veolia employees. Carol Roadhouse stated that City employees would decide whether

they would like to participate in the program. Commissioner Johnson stated that the average citizen does not get insurance, but they are paying for City employee insurance. Carol Roadhouse stated that a number of companies declined to provide plans to the City. Commissioner Sands moved, seconded by Commissioner Aska to approve award of bid for health insurance to Preferred Health Systems option #1. Ayes: Aska, Landes, Sands, Taylor. Nays: Johnson. Motion carried.

Consideration and approval of R-2682 Paid Time off Policy. Finance Director Beatty Presenting. Finance Director Beatty stated that the PTO policy would impact new hires, and current employees have the option to participate in the policy. Commissioner Aska asked about the long term changes. Finance Director Beatty stated that long term employees were concerned with the plan, but the transition was clarified to the employees. Commissioner Johnson stated that this policy would allow for even more paid off hours. Finance Director Beatty stated that the policy reduces the City's long term liability, and simplifies the tracking of employee hours. Commissioner Sands moved, seconded by Commissioner Aska to approve the proposed PTO Policy. Ayes: Aska, Landes, Sands, Taylor. Nays: Johnson. Motion carried.

Consideration and approval of an amendment for contract services for Public Works operations. Municipal services Director McCaffery presenting. Commissioner Johnson asked how Veolia can be so good ant water and wastewater while having deficiencies in other areas; Commissioner Johnson stated that companies find better ways and to things, and to suggest otherwise is insulting to private companies. Commissioner Taylor stated that City staff recommended contracting these services in the past. Commissioner Taylor stated that the largest complaints have been about the streets. Commissioner Taylor stated that he would be for the change if the trash service was put out for bid. Mayor Landes stated that the City staff knows they will be held accountable for the change. Commissioner Johnson stated that the hiring of 27 employees is a big ship to turn, and the City cannot afford to make a mistake on this. Commissioner Aska asked about the possibility of talking all functions besides sanitation. City Manager Vernon stated that keeping the sanitation service private would require rate increases from the current rate of \$16.50 to \$18.75. Commissioner Sands moved, seconded by Commissioner Aska to approve the amendment for contract services for Public Works operations. Ayes: Aska, Landes, Sands. Nays: Johnson, Taylor. Motion carried.

Consideration of award of contract for the lease/purchase for 2012 capital equipment purchases. Finance Director Beatty presenting. Finance Director Beatty stated that repayments would occur in ten installments over five years, and the debt is being held by Intrust Bank. Commissioner Aska moved, seconded by Commissioner Sands to approve the of award of contract for the lease/purchase for 2012 capital equipment purchases. Ayes; Aska, Landes, Sands. Nays: Johnson, Taylor. Motion carried.

Consideration of Ordinance G-1113 to amend the Junction City Zoning Regulations by eliminating the category of Family Day Care Home and making a Day Care Home a permitted use in certain residential districts. Planning & Zoning Administrator Yearout presenting. Commissioner Aska moved, seconded by Commissioner Johnson to table items 6e to 6j until a future meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance S-3109 a request from Ron and Rebecca Bramlage, owner, requesting a rezone from "CR" Restricted Commercial District to "CSR" Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, KS. Planning & Zoning Administrator Yearout presenting. (First Reading) Commissioner Aska moved, seconded by Commissioner Johnson to table items 6e to 6j until a future meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance S-3110 to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction city, KS, form "CSP" Special Commercial District to "RM" Multiple Family Residential District. Planning & Zoning Administrator Yearout presenting. (First Reading) Commissioner Aska moved, seconded by Commissioner Johnson to table items 6e to 6j until a future meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance S-3111 a request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Ct. Planning & Zoning Administrator Yearout presenting. (First Reading) Commissioner Aska moved, seconded by Commissioner Johnson to table items 6e to 6j until a future meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of vacation order No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. Planning & Zoning Administrator Yearout presenting. Commissioner Aska moved, seconded by Commissioner Johnson to table items 6e to 6j until a future meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Vacation Order No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC. Planning & Zoning Administrator Yearout presenting. Commissioner Aska moved, seconded by Commissioner Johnson to table items 6e to 6j until a future

meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

COMMISSIONER COMMENTS

Commissioner Johnson stated that he is interested to see how this takeover will work. Commissioner Johnson stated that the mill needs to be cut by five.

Commissioner Aska stated that there was a lot of energy at the Relay for Life event & the Veterans Day ceremony at the Opera House was great.

Commissioner Taylor stated that he was glad to see that the Bi-Plane event was again a success.

Commissioner Sands stated that home prices here in Junction City are great when compared to the prices on the East Coast where he will be visiting for 8 days. Commissioner Sands stated that people can experience African American culture at the Juneteenth event that will be held in Heritage Park.

Mayor Landes welcomed Tom Weigand & congratulated Kaw Valley engineering for 30 years of business success. Mayor Landes stated that the AmeriCorps volunteers working on the Helland Property are doing a fantastic job; they deserve big thanks from the community. Mayor Landes stated that the tax sale needs to occur so that people can begin to build homes. Mayor Landes stated that it would be a good idea to advertise to pilots your business in Junction City because they look for good reasons to fly around, especially for a good breakfast or lunch.

STAFF COMMENTS

City Manager Vernon stated that a lunch conversation session will be held at La Fiesta.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Aska to adjourn at 9:20 p.m. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 19th DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR JUNE 5, 2012.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- c. The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-July 7, 2012.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: **2012 Sundown Salute**

Objective: The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-July 7, 2012.

Explanation of Issue: City staff has received application for a temporary Cereal Malt Beverage license from Sundown Salute for the event scheduled for July 3 – July 7, 2012. The event will be held in Heritage Park. Delivery of the Cereal Malt Beverages will begin on July 1, 2012 and pick up of all remaining beverages will be on July 8, 2012. A license is required for the period Sundown Salute will be in possession of the cereal malt beverages. Commission approval is required for the temporary license.

Budget Impact: A temporary Cereal Malt Beverage license costs \$25.00 per day.

Alternatives: The Commission may approve, deny, or postpone these items.

Recommendation: Staff recommends approval for the temporary Cereal Malt Beverage license to Sundown Salute from July 1, 2012 through July 8, 2012.

Suggested Motion:

Commissioner _____ moves to approve the temporary Cereal Malt Beverage license to Sundown Salute from July 1, 2012 through July 8, 2012.

Commissioner _____ seconded the motion.

Backup material for agenda item:

- d. The consideration and approval to adjust \$136.00 for outstanding building permits sent to Collection Bureau of Kansas, Inc.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: Building Permit - Write Off

Objective: The consideration and approval to adjust \$136.00 for outstanding building permits sent to Collection Bureau of Kansas, Inc.

Explanation of Issue: Building permits that have not been paid in 90 days are being sent to Collections Bureau of Kansas, Inc. for collections. The balances on these building permits will need to be adjusted off in order to avoid duplicate collection. Payment may still be accepted, but this would notify us of the collection account.

Budget Impact: \$136.00 will be adjusted off of building permits but the City will receive this money once collected by Collection Bureau of Kansas, Inc.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval to adjust off \$136.00 for outstanding building permits sent to Collection Bureau of Kansas, Inc.

Suggested Motion:

Commissioner _____ moves to approve to write off \$\$\$ for outstanding building permits sent to Collection Bureau of Kansas, Inc.
_____.

Commissioner _____ seconded the motion.

Enclosures: List of Building Permits to be adjusted off

Date of Service	Name	BP #	BP Description	BP Amount
4/2/2010	Home Resort Inc/Chuck Maltbie	06759	Sign - Yamato Japanese Steakhouse	\$96.00
7/16/2010	Jeffrey Kellogg	00808	Electrical Rebuild	\$15.00
5/17/2010	James Koehler	00414	Fence	\$25.00
Total Adjustment:				\$136.00

Backup material for agenda item:

- a. A presentation on redistricting. City Clerk Ficken presenting.

City of Junction City

City Commission

Agenda Memo

6-13-2012

From: Tyler Ficken, City Clerk
To: Gerry Vernon, City Manager
Subject: 2012 Redistricting presentation

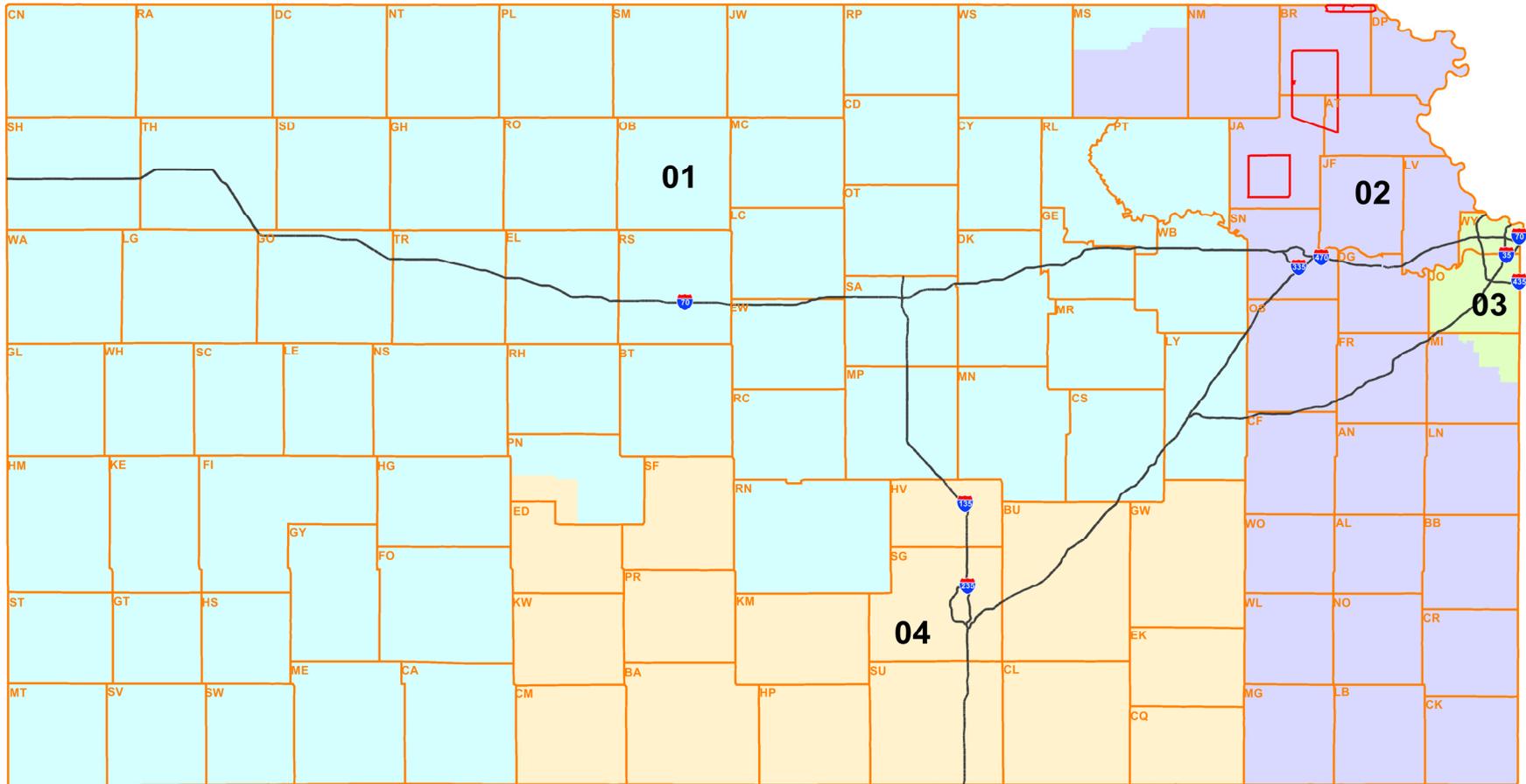
Objective: To inform the Commission and Community regarding the changes in Kansas House and Senate boundaries.

Explanation of Issue: Kansas Legislative Districts have been redrawn by the District Court in Kansas City. The political boundaries have changed greatly. Representative Fawcett has been drawn out of his House District and has filed to run for the newly drawn 17th District Senate seat against incumbent Senator Longbine.

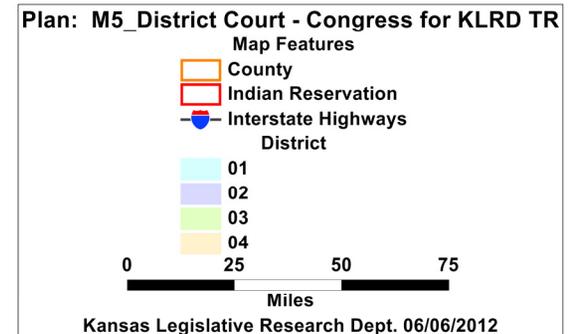
The boundaries of Junction City now fall within two House Districts (District 65 & District 68).

Enclosures: Maps

M5_District Court - Congress for KLRD TR



District	Population	Deviation	% Deviation
01	713278	-2	-0%
02	713272	-8	-0%
03	713287	7	0%
04	713281	1	0%



Plan: District Court - House for KLRD TR

Map Features

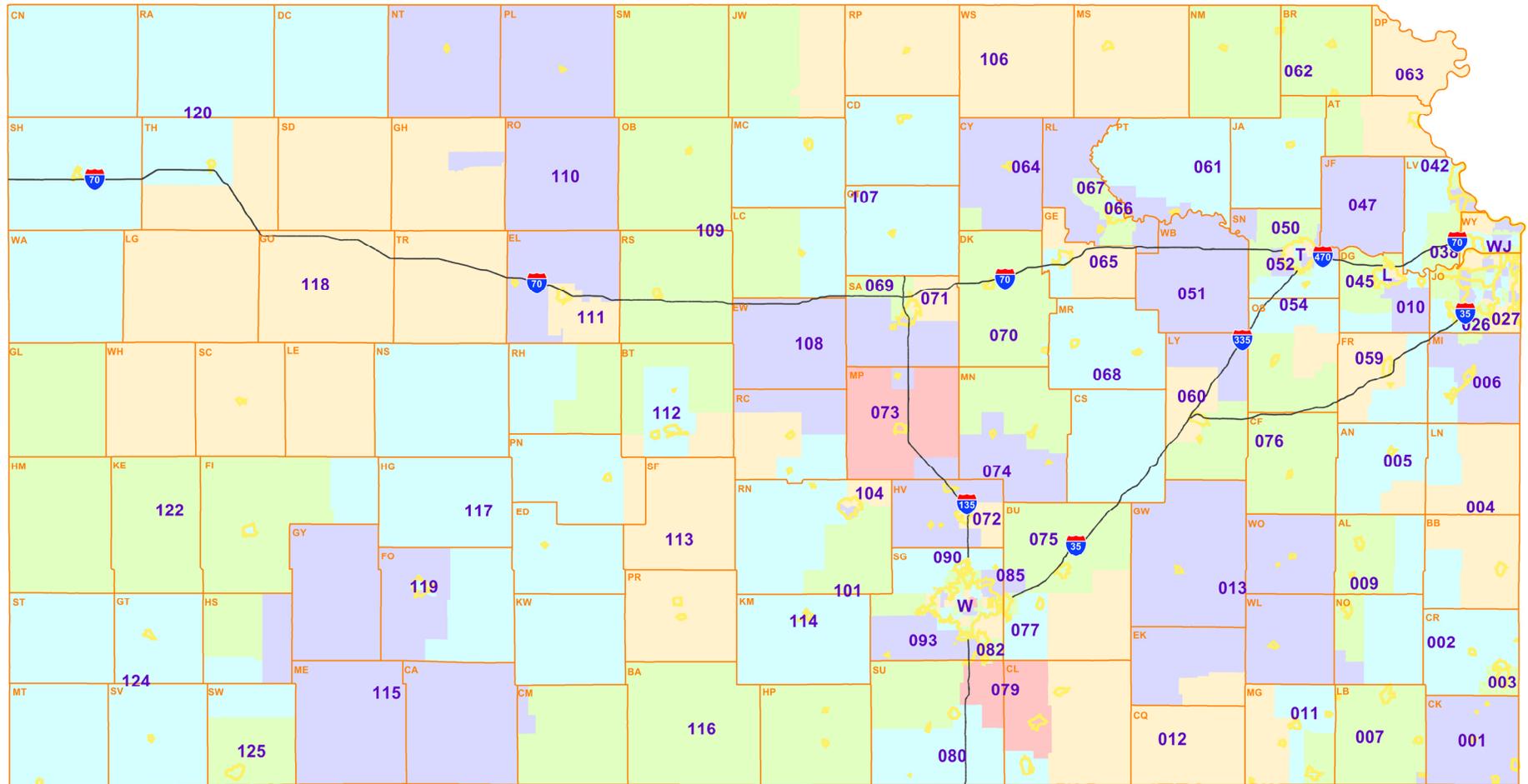
- County
- Cities class 1 or 2
- Interstate Highways
- Districts

0 25 50 75
Miles

Kansas Legislative Research Dept. 06/06/2012

District Court - House for KLRD TR

NOTE: In urban areas, VTD boundaries and highways have been hidden so that other information can be displayed. Detailed maps of urban areas follow this statewide map.

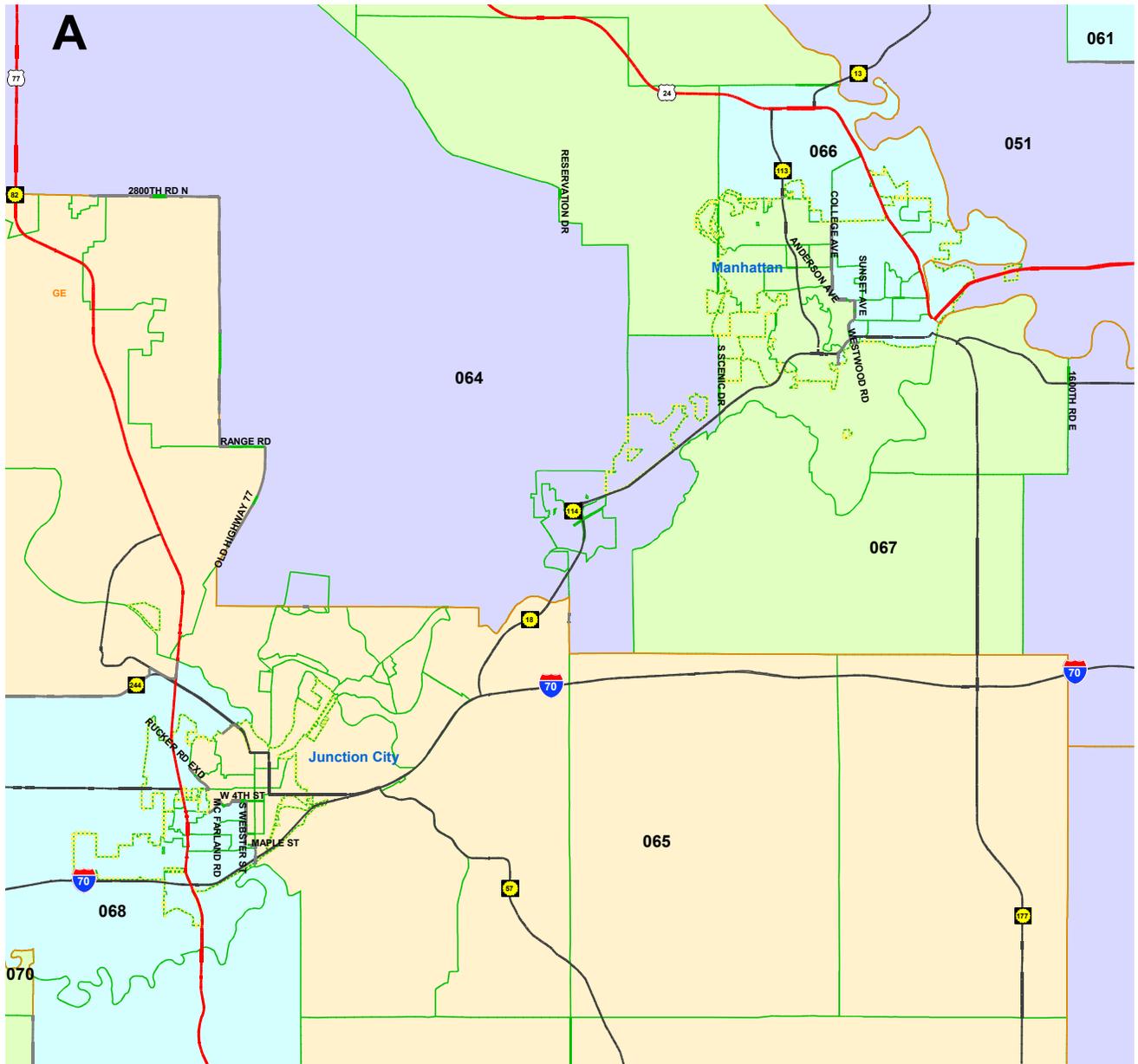
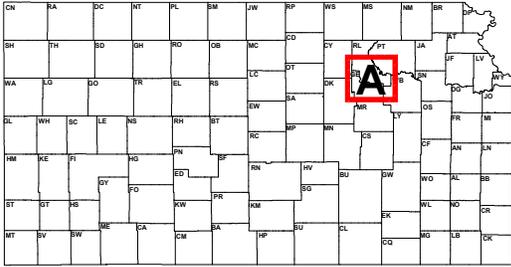


W= Wichita districts 081-089, 091, 092, 094-100, 103, 105

T=Topeka districts 052-058

41

L=Lawrence districts 044-049 WJ=Wyandotte and Johnson County districts 008, 014-036, 038, 039, 048, 049, 078, 121



Plan: District Court - House for KLRD TR

Map Features

- Voting District
- Cities class 1 or 2
- County
- I Interstate Highways
- D District - Streets
- U U.S. Highways
- State Highways

0 2 4 6
 Miles
 Kansas Legislative Research Dept. 06/06/2012

Plan: M5_District Court - Senate for KLRD TR

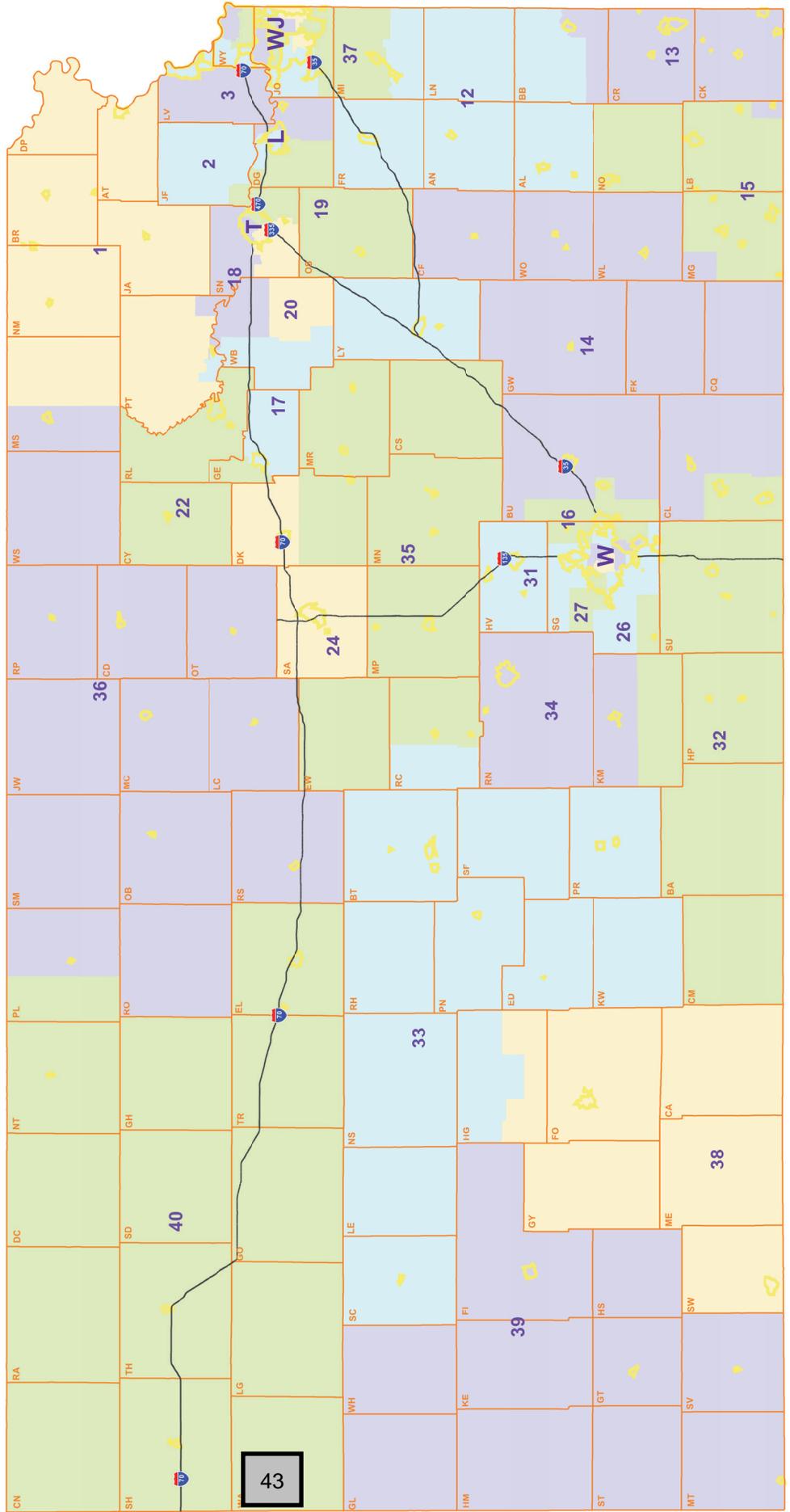
- Cities class 1 or 2
- County
- Interstate Highways
- Districts

0 20 40 60 Miles

Kansas Legislative Research Dept. 06/07/2012

M5_District Court - Senate for KLRD TR

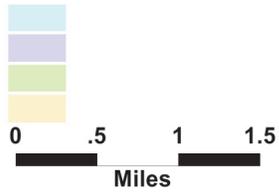
NOTE: In urban areas, VTD boundaries and highways have been hidden so that other information can be displayed. Detailed maps of urban areas follow this statewide map.



W= Wichita districts 16, 25, 26, 27, 28, 29, 30, 31 T=Topeka districts 18, 19, 20 L=Lawrence districts 2, 3, 19 WJ=Wyandotte and Johnson County districts 4-11, 21, 23, 37

Plan: M5_District Court - Senate for KLRD TR

-  Voting District
 -  Cities class 1 or 2
 -  County
 -  Interstate Highways
 -  U.S. Highways
 -  State Highways
- Districts

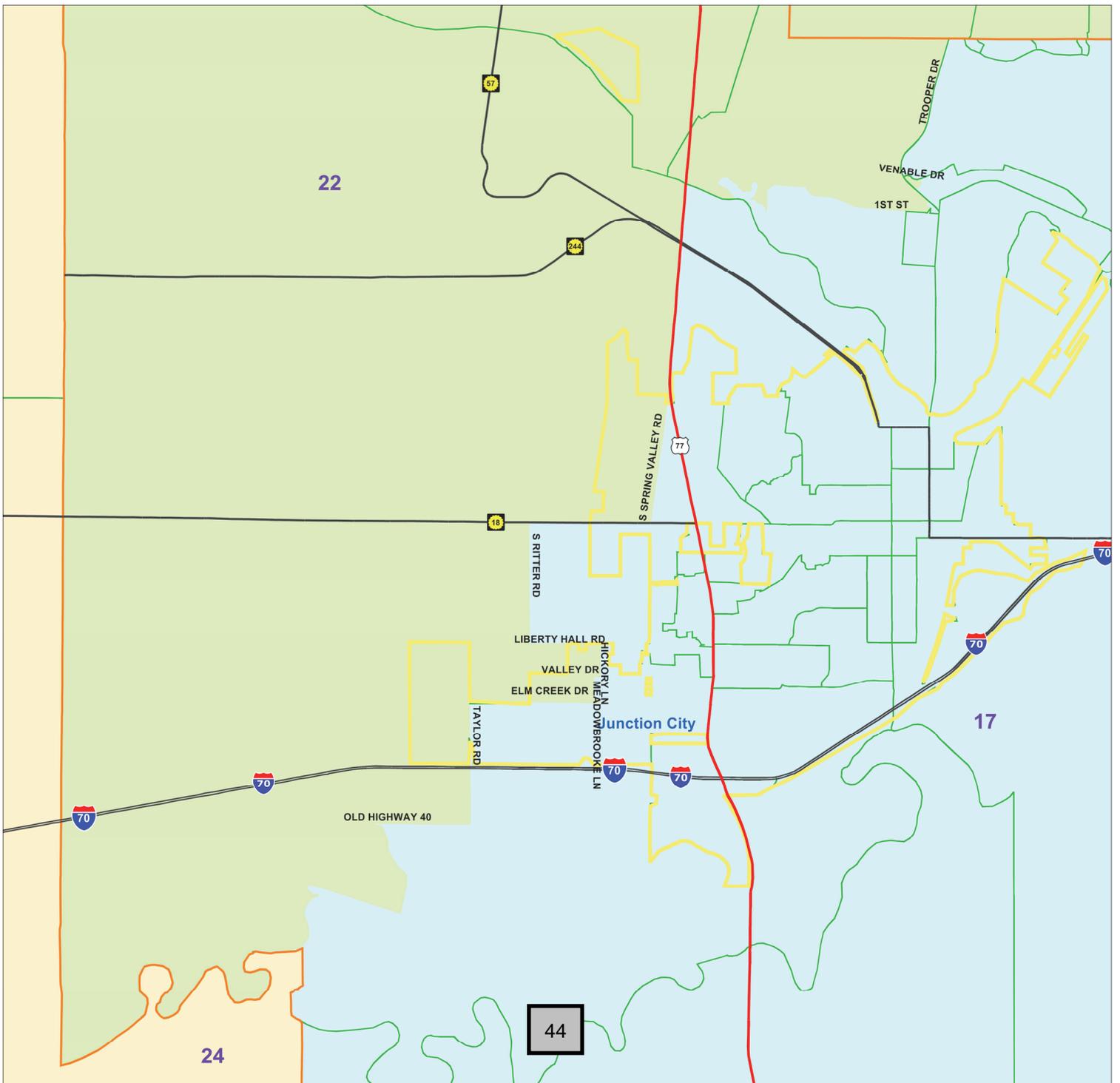
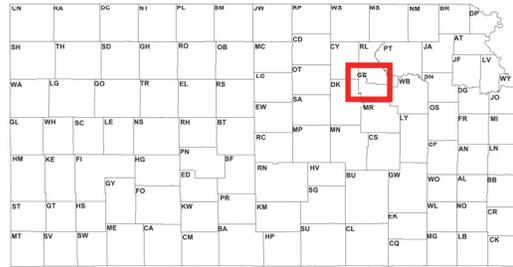


Kansas Legislative Research Dept. 06/07/2012

M5_District Court - Senate for KLRD TR

Junction City

Page 5 of 15



Backup material for agenda item:

- a. The consideration and approval of Resolution R-2683, setting a public hearing date of August 7, 2012 to address condemnation of 331 W 8th St.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 331 W 8th St – Resolution 2683

Objective: The consideration and approval of Resolution 2683, setting a public hearing date of August 7, 2012 to address condemnation of 331 W 8th St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 331 W 8th St
Owner: Karen B. Simpson
Mailing Address: 3100 New York Dr. Ste 100 Pasadena, CA 91107

The City of Junction City is requesting approval of Resolution 2683, setting a public hearing date of August 7, 2012.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2683, setting a public hearing date of August 7, 2012 to address condemnation of 331 W 8th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2683, setting a public hearing date of August 7, 2012 to address condemnation of 331 W 8th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2683, Demolition Evaluation Form

RESOLUTION NO. 2683

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on June 19, 2012 file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on June 19, 2012 the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

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

That a hearing will be held on August 7, 2012, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

331 W 8th St, legally described as:

Lot Eight (8), Block Nineteen (19) Original townsite, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

Adopted this 19th Day of June, 2012.

Mayor

ATTEST:

City Clerk

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 331 W 8th	Inspector: KARMANN	Inspection Date: 2/21/12
Legal Description:		Parcel I.D. 031-111-01-0-30-36-005.00-0
Structure Use:	SqFt Estimate # Rooms LSI TAX SERVICES	Appraiser's Value \$61,300
Property Owner: KAREN B SIMPSON	Address: 3100 NEW YORK DR STE	City/State/Zip: PASADENA, CA 91107

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input checked="" type="checkbox"/> STONE <input type="checkbox"/> SLAB <input type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	NEEDS FOUNDATION REPAIRED, TUCK + POINT
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage SIDING MATERIAL USED:	3	PAINT PEELING OFF, WEATHERIZATION NEEDED
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	3	SEVERAL BROKEN WINDOWS AND DOORS DON'T OPEN
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage ROOFING MATERIALS USED:	3	OK ON HOUSE, 2ND STRUCTURE NEEDS ROOF
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	3	FLOOR DECKING NEEDS TO BE REPLACED
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring. Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	3	NEEDS REBUILT
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	1	NO WATER
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	1	NO GAS
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.	2.5	
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION	RATE	
Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.		
FLOOR COVERINGS	RATE	
Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.		
APPARENT FIRE HAZARDS/FIRE ALARMS	RATE	
Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.		
IMPROPER OCCUPANCY	RATE	
Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.		
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- b. The consideration and approval of Resolution 2684, setting a public hearing date of August 7, 2012 to address condemnation of 712 W 10th St.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 712 W 10th St – Resolution 2684

Objective: The consideration and approval of Resolution 2684, setting a public hearing date of August 7, 2012 to address condemnation of 712 W 10th St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 712 W 10th St
Owner: Paul McKnight and Candice D McKnight
Mailing Address: 712 W 10th St

The City of Junction City is requesting approval of Resolution 2684, setting a public hearing date of August 7, 2012.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Special Considerations:

Recommendation: Staff recommends approval of Resolution 2684, setting a public hearing date of August 7, 2012 to address condemnation of 712 W 10th St.

Commissioner _____ moves to approve Resolution 2684, setting a public hearing date of August 7, 2012 to address condemnation of 712 W 10th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2684, Demolition Evaluation Form

RESOLUTION NO. 2684

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on June 19, 2012 file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on June 19, 2012 the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

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

That a hearing will be held on August 7, 2012, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

712 W 10th St, legally described as:

The East Six Feet (E6') of Lot Seventeen (17) and all of Lot Eighteen (18), Block Twenty-Four (24), Cuddy's Addition, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

Adopted this 19th Day of June, 2012.

Mayor

ATTEST:

City Clerk

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 712 W 10th	Inspector: HARMANN	Inspection Date: 2/21/12
Legal Description:		Parcel I.D. 031-111-02-0-40-24-012.00-0
Structure Use:	SqFt Estimate # Rooms	Appraiser's Value \$ 45,400
Property Owner: PAUL + CANDICE MCKNIGHT	Address: 712 W 10th	City/State/Zip: JUNCTION CITY, KS

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input type="checkbox"/> STONE <input type="checkbox"/> SLAB <input type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	2	ENTIRE FOUNDATION NEEDS REPAIRED OR REPLACED
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage SIDING MATERIAL USED:	3	PEELING PAINT, HOLES AND NEEDS CAULKED
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	2	SEVERAL BROKEN WINDOWS NOT SECURED
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage. ROOFING MATERIALS USED:	3	ROOF NEEDS TO BE REPLACED
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	3	FRONT PORCH NEEDS TO BE REPAIRED
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring. Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures. SERVICE AMPERAGE:	2	SERVICE NEEDS REBUILT
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	1	NO WATER
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	1	NO GAS
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.	2.125	
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.	RATE	
FLOOR COVERINGS Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.	RATE	
APPARENT FIRE HAZARDS/FIRE ALARMS Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.	RATE	
IMPROPER OCCUPANCY Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.	RATE	
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- c. The consideration and approval of Resolution 2685, setting a public hearing date of August 7, 2012 to address condemnation of 1309 Johnson Dr.

City of Junction City
City Commission
Agenda Memo

June 19, 2012

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 1309 Johnson Dr – Resolution 2685

Objective: The consideration and approval of Resolution 2685, setting a public hearing date of August 7, 2012 to address condemnation of 1309 Johnson Dr.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 1309 Johnson Dr
Owner: Tharon L Johnson
Mailing Address: 1301 Johnson Dr. Junction City, KS 66441

The City of Junction City is requesting approval of Resolution 2685, setting a public hearing date of August 7, 2012.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2685, setting a public hearing date of August 7, 2012 to address condemnation 1309 Johnson Dr.

Commissioner _____ moves to approve Resolution 2685, setting a public hearing date of August 7, 2012 to address condemnation of 1309 Johnson Dr.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2685, Demolition Evaluation Form

RESOLUTION NO. 2685

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on June 19, 2012 file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on June 19, 2012 the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

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

That a hearing will be held on August 7, 2012, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

1309 Johnson Dr, legally described as:

Lot Thirty-Four (34), Block Three (3), Replatted or Revised Plat of Unit No. One (1), First Addition to Lawndale Plaza Addition, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

Adopted this 19th Day of June, 2012.

Mayor

ATTEST:

City Clerk

**CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT
PROPOSED DEMOLITION EVALUATION FORM**

Property Address: <i>1309 JOHANSON DR.</i>	Inspector: <i>KARMANN</i>	Inspection Date: <i>2/21/12</i>
Legal Description:	Parcel I.D. <i>031-112-03-0-40-007.00-0</i>	
Structure Use:	SqFt Estimate # Rooms	Appraiser's Value <i>\$71,490</i>
Property Owner: <i>THARON JOHANSON</i>	Address: <i>1301 JOHANSON DR</i>	City/State/Zip:

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST		COMMENTS
FACTOR 1: FOUNDATION	RATE	
<input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input type="checkbox"/> STONE <input type="checkbox"/> SLAB <input type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	4	
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK	RATE	
Holes, missing siding pieces, termite damage, fasteners missing, water damage	3	<i>EXTERIOR NEEDS TO BE PAINTED AND SEALED</i>
SIDING MATERIAL USED:		
FACTOR 3: WINDOWS/DOORS	RATE	
Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage.	2	<i>SEVERAL BROKEN WINDOWS AND BOTH ENTRY DOORS</i>
STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO		
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE	RATE	
Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage	3	<i>FACIA NEEDS TO BE REPAIRED AND PAINTED</i>
ROOFING MATERIALS USED:		
FACTOR 5: PORCHES/DECKS	RATE	
Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure.	4	
CONSTRUCTION MATERIALS USED:		
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING	RATE	
Service: Undersized, not grounded, dangerous or unsafe wiring Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures	3	<i>NEEDS TO BE REBUILT</i>
SERVICE AMPERAGE:		
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER	RATE	
Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell.	2	<i>NO RUNNING WATER</i>
WATER PIPING MATERIALS:		
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS	RATE	
Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	2	<i>GAS NOT ON</i>
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.	2.875	
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION	RATE	
Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.		
FLOOR COVERINGS	RATE	
Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.		
APPARENT FIRE HAZARDS/FIRE ALARMS	RATE	
Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.		
IMPROPER OCCUPANCY	RATE	
Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.		
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- d. The consideration and approval of Resolution R-2686, setting a public hearing date of August 7, 2012 to address condemnation of 117 E 3rd St.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 117 E 3rd St – Resolution 2686

Objective: The consideration and approval of Resolution 2686, setting a public hearing date of August 7, 2012 to address condemnation of 117 E 3rd St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 117 E 3rd St
Owner: 1st Church of God
Mailing Address: 109 Sunrise Hill Dr. Junction City, KS 66441

The City of Junction City is requesting approval of Resolution 2686, setting a public hearing date of August 7, 2012.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2686, setting a public hearing date of August 7, 2012 to address condemnation of 117 E 3rd St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2686, setting a public hearing date of August 7, 2012 to address condemnation of 117 E 3rd St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2686, Demolition Evaluation Form

RESOLUTION NO. 2686

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on June 19, 2012 file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on June 19, 2012 the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

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

That a hearing will be held on August 7, 2012, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

117 E 3rd St, legally described as:

Lot Seven (7), Block Fifty-Eight (58), Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

Adopted this 19th day of June, 2012.

Mayor

ATTEST:

City Clerk

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 117 E 3RD	Inspector: KARMANN	Inspection Date: 2/21/12
Legal Description:		Parcel I.D.:
Structure Use:	SqFt Estimate # Rooms	Appraiser's Value \$123,930
Property Owner: 1ST CHURCH OF GOD	Address: 109 SUNRISE HILL DR City/State/Zip:	

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input checked="" type="checkbox"/> BASEMENT <input checked="" type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input checked="" type="checkbox"/> STONE <input type="checkbox"/> SLAB <input type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	MORTAR MISSING, NEEDS TUCK + POINT
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage SIDING MATERIAL USED:	3	EXTERIOR NEEDS COMPLETE WEATHERIZATION, PAINT + CALL
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	3	SOME WOOD NEEDS REPLACED AND DOORS REPAIRED
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage ROOFING MATERIALS USED:	4	MAY NEED SOME FLASHING PATCHED, REPLACED ON HOUSE
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	3	REAR STAIRS MUST HAVE LANDING AND GUARDRAILS
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring. Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	3	NEED REBUILT
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	1	WATER NOT ON
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	1	NO GAS
COMPOSITE EVALUATION Add factor ratings 1 through 8 and divide by 8 to attain overall score.	2.625	
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.	RATE	
FLOOR COVERINGS Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.	RATE	
APPARENT FIRE HAZARDS/FIRE ALARMS Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.	RATE	
IMPROPER OCCUPANCY Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.	RATE	
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- e. The consideration and approval of Resolution R-2687, setting a public hearing date of August 7, 2012 to address condemnation of 630 W 10th St.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 630 W 10th St – Resolution 2687

Objective: The consideration and approval of Resolution 2687, setting a public hearing date of August 7, 2012 to address condemnation of 630 W 10th St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 630 W 10th St
Owner: Gertrude A Williams
Mailing Address: 3244 Gallant Fox Trail Tallahassee, FL 32309

The City of Junction City is requesting approval of Resolution 2687, setting a public hearing date of August 7, 2012.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2687, setting a public hearing date of August 7, 2012 to address condemnation of 630 W 10th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2687, setting a public hearing date of August 7, 2012 to address condemnation of 630 W 10th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2687, Demolition Evaluation Form

RESOLUTION NO. 2687

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on June 19, 2012 file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on June 19, 2012 the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

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

That a hearing will be held on August 7, 2012, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

630 W 10th St, legally described as:

Lot Thirteen (13), Block Twenty-Three (23), Cuddy's Addition, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

Adopted this 19th day of June, 2012.

Mayor

ATTEST:

City Clerk

**CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT
PROPOSED DEMOLITION EVALUATION FORM**

Property Address: 630 W 10th	Inspector: KARMANN	Inspection Date: 2/21/12
Legal Description:	Parcel I.D. 031-111-02-0-40-23-04.00-0	
Structure Use: ATTN: SONYA HINTON	SqFt Estimate # Rooms	Appraiser's Value \$ 36,490
Property Owner: GERTRUDE WILLIAMS	Address: 3249 GALLANT FOX TRAIL	City/State/Zip: TALLAHASSEE, FL. 32309-1733

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST		COMMENTS
FACTOR 1: FOUNDATION <input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input checked="" type="checkbox"/> STONE <input checked="" type="checkbox"/> SLAB <input type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	RATE 3	NEEDS FOUNDATION REPAIR TUCK + POINT
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage SIDING MATERIAL USED:	RATE 3	HOLES, WEATHERIZATION NEEDED, CAULK + PAINT
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	RATE 2	SEVERAL BROKEN WINDOWS AND DOORS BOARDED UP
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage ROOFING MATERIALS USED:	RATE 3	FACIA NEEDS REPAIRED AND PAINTED
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	RATE 2	REAR PORCH MUST BE REBUILT
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	RATE 3	SERVICE MUST BE REBUILT
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	RATE 1	NO WATER
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	RATE 1	NO GAS
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.	2.25	
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.	RATE	
FLOOR COVERINGS Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.	RATE	
APPARENT FIRE HAZARDS/FIRE ALARMS Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.	RATE	
IMPROPER OCCUPANCY Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.	RATE	
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- a. Consideration of reappointment of Mike Ryan to Metropolitan Planning Commission.



Junction City/Geary County Planning and Zoning

David L. Yearout, AICP, CFM, Director
david.yearout@jcks.com



MEMORANDUM

To: Junction City City Commission

Date: June 14, 2012

Re: Reappointment of Mike Ryan to Metropolitan Planning Commission

This memo is to confirm the interest from Mike Ryan to be reappointed to the Metropolitan Planning Commission for a full three-year term. Mr. Ryan's appointment to the reestablished Metropolitan Planning Commission was for an initial three-year term, which technically expires on June 30, 2012.

Mr. Ryan has confirming his interest in continuing to serve. He has been a faithful attendee to the MPC meetings and special work sessions over the past three years. He participates in the discussions and brings a desire to maintain the values of the community as development moves forward and the MPC/Board of Zoning Appeals deals with the development-related issues resulting from the positive growth and development of the community.

Please take the appropriation action to confirm Mr. Ryan's reappointment to the Metropolitan Planning Commission for a term that will run through June 30, 2015.

Backup material for agenda item:

- a. Consideration and approval of a lease agreement between Verizon Wireless and the City of Junction City for lease space on the Spruce Street water tower and site. Municipal Services Director McCaffery presenting.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: Lease Agreement - Alltel Communications, LLC d/b/a Verizon Wireless Spruce Street Water Tower

Objective: The consideration and approval of as lease agreement with Alltel Communications, LLC d/b/a Verizon Wireless for space on the Spruce Street water tower and site

Explanation of Issue: The City has been approached by Alltel Communications, LLC d/b/a Verizon Wireless to lease space on the Spruce Street water tower and site for telecommunications.

City staff has been working with Verizon Wireless staff/ consultant on final plans and also a lease agreement for use of space on the water tower and site for their equipment and antenna. Final engineering and building plans have been reviewed and a ready for approval by City staff subject to the City Commission of the lease agreement.

Verizon Wireless, through their legal staff, has worked with the City Attorney, Lathrop & Gage, at Verizon's cost on the development and amendment in part to the City's standard lease agreement. The City Attorney has approved to form the enclosed lease agreement. City staff has negotiated the lease agreement payments based on lease costs in which similar cities are retaining for water tower lease space.

In summary the lease agreement provides for an annual payment to the City in an amount of \$18,000, for a period of 5 years, with renewal 5 year terms with a 10% increase within each renewal period. Also the agreement provides provisions for plan approvals, site access, termination and renewal.

Budget Impact: The City will receive annual revenue of \$18,000 per year for lease of the tower space and site areas Verizon Wireless

Alternatives: The Commission may approve, deny, or postpone this item.

Special Considerations: The City staff has received no comments from the public on this item.

Recommendation: Staff recommends approval of the lease agreement as presented

Suggested Motion:

Commissioner _____ moves to approve the lease agreement between Alltel Communications, LLC d/b/a Verizon Wireless for lease space on the Spruce Street water tower and site, as presented.

Commissioner _____ seconded the motion.

Enclosures Lease Agreement and Exhibits

WATER TOWER LEASE AGREEMENT

THIS WATER TOWER LEASE AGREEMENT (this "Lease") is by and between City of Junction City, a municipal corporation ("Landlord") and Alltel Communications, LLC d/b/a Verizon Wireless ("Tenant"). The Landlord and Tenant are at times collectively referred to herein as the "Parties" or individually as the "Party".

1. Lease.

(a) Landlord hereby leases to Tenant a portion of the real property described in the attached Exhibit A (the "Property") together with the right to use the water tower thereon ("Tower") on the terms and conditions set forth herein, sufficient for the placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, shall also be commonly referred to as 950 West Spruce Street, Junction City of Junction City, Geary County, Kansas. Tenant's location on the Tower shall be at _____ feet above ground level.

(b) Subject to the terms and conditions of this Lease, Landlord hereby grants permission to Tenant to install, maintain and operate the Antenna Facilities, as described in Section 7 below. Landlord also hereby grants to Tenant the right to obtain a survey the Property and Premises, prepared by an independent third-party surveyor mutually acceptable to Landlord and Tenant, and said survey shall then become Exhibit C which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit B. Cost for such work shall be borne by the Tenant.

(c) During Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, the Federal Communications Commission ("FCC") ("Governmental Approvals"). Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to obligate Landlord or any of its various departments, boards or agencies, acting within their respective governmental capacities, to formally approve any action, issue any permit, enact or adopt any ordinance or resolution, or take any other legislative or quasi-judicial action related to any development within the Property by Tenant, including any rezoning, acceptance of plats or vacation of public streets or alleys. Any such approvals, permits or actions by Landlord shall be made, issued or enacted only pursuant to formal action duly conducted by Landlord's governing body, or applicable board or agency, to the extent so required by Landlord's ordinances, subdivision and zoning regulations, and procedural requirements and the applicable laws of the State of Kansas.

2. Term. This Lease shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years (the "Initial Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand Dollars (\$18,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Landlord at 700 N. Jefferson, Junction City, Kansas 66441, Attention: City Treasurer, or to such other person, firm or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 12 below. The Lease shall commence based upon the date of execution of the Lease by the Parties. In the event the date of full execution of the Lease falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Landlord and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Tenant shall send to the Landlord the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, Tenant may pay rent by electronic funds transfer and in such event, Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

3. Renewal. This Lease shall automatically be extended for four (4) additional five (5) year terms (each, a "Renewal Term") unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term". If Tenant shall remain in possession of the Premises at the expiration of the Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Renewal Term Rent.

Upon the commencement of each Renewal Term, monthly Rent will be adjusted to an amount equal to one hundred ten percent (110%) of the monthly Rent payable with respect to the immediately preceding five (5) year term.

5. Permitted Use. Tenant shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at Tenant's expense and their installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining after the execution date of this Lease all of the Governmental Approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit Tenant's use of the Premises as set forth above.

6. Interference. Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Landlord or other lessees of the Property which existed on the Property prior to the date this Lease is executed by the Parties. In the event any after-installed Tenant's equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Landlord be entitled to terminate this Lease or relocate the equipment as long as the interference is not continuing and Tenant is making a good faith effort to remedy the interference issue. Landlord agrees that Landlord and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

7. Improvements; Utilities; Access.

(a) Subject to the terms and conditions of this Lease, Tenant shall have the right, at its expense, to erect and maintain on the Premises those improvements, personal property and facilities necessary to operate its communications system, including, without limitation, transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). The manner in which the Antenna Facilities will be attached or affixed to the Premises (including the Tower) shall be subject to the prior approval of Landlord, which will not be unreasonably withheld, conditioned or delayed. Tenant reserves the right to replace the Antenna Facilities with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, including but not limited to those of Landlord. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon expiration of the Term, or within ninety (90) days after any earlier termination of this Lease.

(b) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in good condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in the same condition as existed on the Commencement Date, normal wear and tear and casualty excepted. All personal property and trade fixtures (including but not limited to the Antenna Facilities) shall be removed by Tenant immediately upon expiration or earlier termination of this Lease.

(c) Subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, the Tenant shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Tenant shall pay the Landlord thirty (30) days after receipt of an invoice from Landlord indicating the usage amount based upon Landlord's reading of the sub-meter. All invoices for power consumption shall be sent by Landlord to Tenant at P. O. Box 182727, Columbus, Ohio 43218. Tenant shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

(d) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. Notwithstanding the foregoing, all Easements shall be in such locations as

are mutually acceptable to Landlord and Tenant. Furthermore, Landlord may, at any time and in Landlord's reasonable discretion, require any such Easements to be relocated, in which event Tenant shall relocate such Easements at Tenant's sole cost and expense.

(e) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term; provided that, Landlord may restrict or prohibit access to the Premises as reasonably necessary for maintenance or health/safety purposes.

8. Termination. Except as otherwise provided herein, this Lease may be terminated by Tenant without any penalty or further liability as follows:

(a) immediately upon written notice by Tenant if Tenant notifies Landlord that (i) any of Tenant's applications for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Tenant determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) Tenant determines that any soil boring tests or structural analysis is unsatisfactory;

(b) upon thirty (30) days' written notice by Tenant if Tenant determines that its use of the Property or the Antenna Facilities are obsolete or unnecessary;

(c) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the Parties shall cease as of the date of the damage or destruction; or

(d) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure.

(a) In the event there is a breach by Tenant with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, Landlord shall give Tenant written notice of such breach. Landlord may terminate this Lease upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period; provided that, if Tenant fails to timely cure a default for payment of amounts due under this Lease more than three (3) times in any rolling twelve (12)-month period, no notice or cure period shall apply and Owner may terminate this Lease immediately upon such default by providing written notice to Tenant. Tenant shall have thirty (30) days in which to cure any non-monetary breach, provided Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by Landlord with respect to any of the provisions of this Lease or its obligations under it, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any such breach, provided Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Landlord fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by Landlord if the failure to perform such an obligation interferes with Tenant's ability to conduct its business on the Property; provided, however, that if the nature of Landlord's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

10. Taxes. Tenant acknowledges and agrees that Landlord is generally exempt from the payment of real and personal property taxes on the Property and the Tower, which are used for governmental purposes. Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Landlord demonstrates is the result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or

charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Section shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise. Except as set forth in this Section, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

11. Insurance and Subrogation and Indemnification.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) Tenant agrees that at its own cost and expense, to maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Tenant agrees that it will include the Landlord as an additional insured.

(c) To the extent permitted under Kansas law, including but not limited to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, and subject to the property insurance waivers set forth in subsection 11(a), Landlord and Tenant each agree to indemnify and hold harmless the other Party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct of the indemnifying Party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying Party, except to the extent due to or caused by the other Party, or the employees, agents, contractors, licensees, tenants or subtenants of the other Party.

(d) Except for indemnification pursuant to Sections 11(c) and 14, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(e) Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

Alltel Communications, LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

If to Landlord, to:

City of Junction City
700 N. Jefferson
Junction City, KS 66441
Attn: City Clerk

And with a copy to:

Lathrop & Gage LLP
10851 Mastin Blvd., Suite 1000
Overland Park, KS 66210
Attn: Katie Logan

13. Quiet Enjoyment. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that, without having undertaken any inquiry, nor being under any obligation to do so, it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. To the extent permitted under Kansas law, including but not limited to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, each Party agrees to defend, indemnify

and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property in violation of any applicable law. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

(b) Landlord shall have the right to assign or otherwise transfer this Lease, upon written notice to Tenant except for the following: any assignment or transfer of this Lease or any interest in the underlying Premises which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon assignment and including such assignment where Tenant's consent is required and received, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Liens. In the event Tenant fails to remove any mechanic's or similar liens resulting from Tenant's activities on the Property within twenty (20) days after written notice from Landlord, Landlord may at its sole option elect to satisfy and remove the lien by paying the full amount claimed or otherwise, without investigating the validity thereof, and Tenant shall pay Landlord upon demand the amount paid out by Landlord in Tenant's behalf, including Landlord's costs and expenses with interest or Tenant shall be in default under this Lease. Landlord's election to discharge liens as provided hereunder shall not be construed to be a waiver or cure of Tenant's default.

18. Rental Documentation. Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Tenant in Tenant's reasonable discretion, evidencing Landlord's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Tenant, for any Party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Tenant in Tenant's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Tenant, Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. The Rental Documentation shall be provided to Tenant in accordance with the provisions of and at the address given in Section 12. Delivery of Rental Documentation to Tenant shall be a prerequisite for the payment of any rent by Tenant and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any rental payments until Rental Documentation has been supplied to Tenant as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall provide to Tenant Rental Documentation in the manner set forth in the preceding Section. From time to time during the Term of this Lease and within thirty (30) days of a written request from Tenant, any assignee(s) or transferee(s) of Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. Delivery of Rental Documentation to Tenant by any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall be a prerequisite for the payment of any rent by Tenant to such Party and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of Landlord until Rental Documentation has been supplied to Tenant as provided herein.

19. Annual Termination. Notwithstanding anything to the contrary contained herein, provided Tenant is not in default hereunder beyond applicable notice and cure periods, Tenant shall have the right to terminate this Lease upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to Landlord.

20. Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Section 7 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, Tenant holds over in violation of Section 7(b) and this Section 20, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 7(b) shall be increased to one hundred and fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination, and the Landlord shall further have the right to pursue such other remedies for such holding over as are available at law or in equity.

21. Rights Upon Sale. Should Landlord, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than Tenant, or (ii) to grant to a third Party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Tenant, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Tenant's rights hereunder under the terms of this Lease. To the extent that Landlord grants to a third Party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Lease to said third Party, Landlord shall not be released from its obligations to Tenant under this Lease, and Tenant shall have the right to look to Landlord and the third Party for the full performance of this Lease.

22. Title. Landlord represents and warrants to Tenant, as of the execution date of this Lease, that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. Landlord further covenants, to the best of its knowledge, that there are no liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Tenant as set forth above.

23. Subordination and Non-Disturbance. To the extent permitted under applicable law, Landlord shall use commercially reasonable efforts to obtain not later than fifteen (15) days following the execution of this Lease, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Landlord's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Landlord which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to Tenant being required to subordinate its interest in this Lease to any future Mortgage covering the Tower or Property, Landlord shall use commercially reasonable efforts to obtain for Tenant's benefit a non-disturbance and attornment agreement for Tenant's benefit in the form reasonably satisfactory to Tenant, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Lease beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering Party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Lease, (2) fulfill Landlord's obligations under the Lease, and (3) promptly cure all of the then-existing Landlord defaults under the Lease. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Tenant will execute an agreement for Lender's benefit in which Tenant (1) confirms that the Lease is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of Landlord's defaults, provided such cure is completed within the deadline applicable to Landlord. In the event Landlord defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults.

24. Miscellaneous.

(a) The prevailing Party in any litigation arising hereunder shall be entitled to reimbursement from the other Party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both Parties.

(c) Landlord agrees to reasonably cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit D may be recorded in place of this Lease by Tenant. In the event that Tenant records (or has recorded) a Memorandum of Lease or similar document, within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall execute and deliver to Landlord a release of such Memorandum of Lease or other document. In the event that Landlord fails to receive such release of Memorandum of Lease or other document from Tenant within such 60-day period, Landlord may charge Tenant liquidated damages of \$25.00 per month until such release is received. This Section 24(c) shall survive expiration or earlier termination of this Lease.

(d) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(f) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(h) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes.

(j) If either Party is represented by any broker or any other leasing agent, such Party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other Party harmless from all claims by such broker or anyone claiming through such broker.

(k) During the Term, Landlord shall maintain the Property and all structural elements of the Premises (but excluding any Antenna Facilities or other Property of Tenant) in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with (a) all Laws relating solely to Tenant's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Tenant in the Premises. Notwithstanding the foregoing, Tenant shall maintain the Antenna Facilities in a good and safe condition, consistent with industry standards, and should additional markings or lightings on the Tower ever become necessary as a result of Tenant's Antenna Facilities, Tenant shall timely cause such lighting to be placed on the Tower at Tenant's sole expense by a contractor approved by Landlord.

The effective date of this Lease is the date of execution by the last Party to sign (the "Effective Date").

LANDLORD: City of Junction City

TENANT: Alltel Communications, LLC
d/b/a Verizon Wireless

By: _____

By: _____

Printed Name: _____

Printed Name: Beth Ann Drohan

Title: Mayor

Title: Area Vice President Network

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: City Clerk

Date: _____

EXHIBIT A

Legal Description

The Property is legally described as follows:

A tract of land lying in and being part of the Bunker Hill Addition in the City of Junction City, Section Eleven (11), Township Twelve (12) South, Range Five (5) East of the 6th Principle Meridian Geary County, Kansas, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 of Bunker Hill Addition which is a re-plat of Unit No. 2; Thence South 300 Feet; Thence East 336 Feet; Thence North 350 Feet; Thence West 250 Feet; Thence South 60 Feet; Thence West 92 Feet to the point of Beginning.

EXHIBIT B

Site Plan and Equipment List

(See Attached)

EXHIBIT C

Survey

(See Attached)

EXHIBIT D

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

Assessor's Parcel Number: 08-T135-R21E

THIS MEMORANDUM OF WATER TOWER LEASE AGREEMENT evidences that a Water Tower Lease Agreement was entered into as of _____, _____, by and between City of Junction City, a municipal corporation ("Grantor"), with its principal offices located at _____, and Alltel Communications, LLC d/b/a Verizon Wireless ("Grantee"), with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, for certain real property located in the County of Geary, State of Kansas, within the property of Grantor which is described in Exhibit "A" attached hereto ("Grantor's Property"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Lease, which term is subject to the rights of the Parties to extend the term of the Lease for at least four (4) terms of five (5) years each.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have respectively executed this memorandum effective as of the date of the last Party to sign.

GRANTOR:

City of Junction City

By: _____

Printed Name: _____

Title: Mayor

Date: _____

By: _____

Printed Name: _____

Title: City Clerk

Date: _____

GRANTEE:

Alltel Communications, LLC d/b/a Verizon Wireless

By: _____

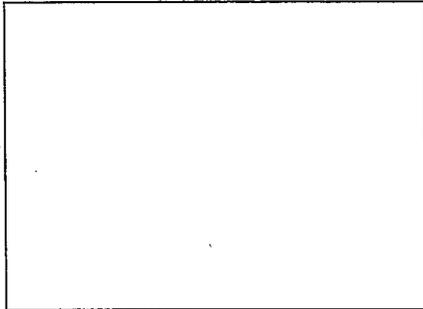
Beth Ann Drohan
Area Vice President Network

Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ and
_____, [title] _____ of the City of
Junction City, Kansas, a Kansas municipal corporation, on behalf of said City.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On _____, 20____, before me, _____, notary public,
personally appeared Beth Ann Drohan, Area Vice President Network, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

Print Name: _____

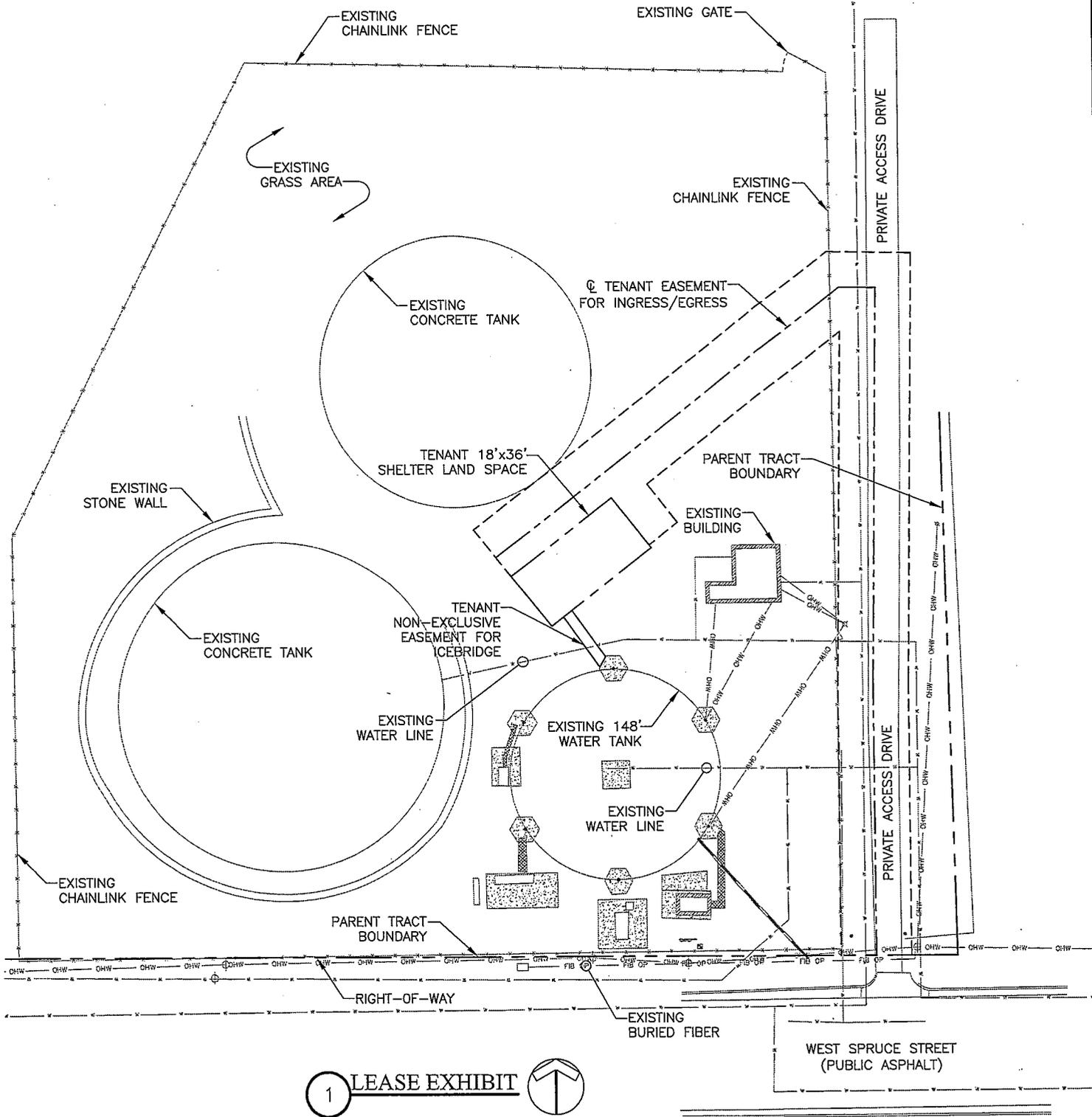
Memorandum of Lease Exhibit A

Legal Description

The Property is legally described as follows:

A tract of land lying in and being part of the Bunker Hill Addition in the City of Junction City, Section Eleven (11), Township Twelve (12) South, Range Five (5) East of the 6th Principle Meridian Geary County, Kansas, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 of Bunker Hill Addition which is a re-plat of Unit No. 2; Thence South 300 Feet; Thence East 336 Feet; Thence North 350 Feet; Thence West 250 Feet; Thence South 60 Feet; Thence West 92 Feet to the point of Beginning.



1 LEASE EXHIBIT



THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

DRAWN BY: DEJ
 CHECKED BY: JPW

CURRENT ISSUE DATE:
 06/01/2012

SITE NAME:

KS04
 JUNCTION CITY #5

PROJECT #
 2010 85

SITE ADDRESS:

SPRUCE STREET
 JUNCTION CITY, KS 66441

SHEET TITLE:

LEASE EXHIBIT

SHEET NUMBER:

L-1

DO NOT SCALE DRAWINGS

CERTIFICATION:

Backup material for agenda item:

- b. Consideration of Resolution R-2660 AgingWell Resolution of Intent. City Attorney Logan presenting.

City of Junction City

City Commission

Agenda Memo

February 7, 2012

From: Katie Logan, City Attorney

To: City Commission

Subject: AgingWell

Objective: Consideration and approval of a resolution of intent and support of the AgingWell project in South Park.

Background: Vic Davis, on behalf of AgingWell, Inc., a not for profit corporation, has requested a Resolution of Intent to indicate the City's willingness to donate certain property to AgingWell for a senior living facility if certain conditions are met. Mr. Davis has indicated that this conditional commitment is necessary in order for AgingWell to apply for a loan from USDA to assist in the financing of the facility.

The property is 27.5 acres in South Park.

The conditions to the City donating the property to AgingWell, as set forth in the Resolution, are:

(a) The City shall have obtained, within one (1) year of the date of this Resolution, the unconditional approval of the Kansas Department of Wildlife and Parks and the National Park Service, and any other agencies whose approval is required, of the donation described in Section 2 hereof. Such approvals may include the successful substitution as a public park of the Helland Trust tract or other property of the City.

(b) The City shall have determined, to its satisfaction, that it is feasible for AgingWell to construct and operate the senior living facility, including that AgingWell has obtained financing therefor, and that the project will be completed within thirty (30) months of this Resolution.

(c) The City and AgingWell shall have entered into a development agreement pursuant to which the City and AgingWell will agree upon matters relating to the plans and specifications for the senior living facility, which will include minimum numbers of independent living units and assisted living units and a full care nursing facility with a minimum number of beds, and related amenities.

Budget Impact: Unknown

Alternatives: It appears that the Commission can approve, deny, or postpone this item.

Recommendation: Staff recommends approval of this resolution.

Suggested Motion:

Move to Approve Resolution

Enclosures:

Resolution

Exhibit A Legal Description

Exhibit B Depiction of Property

KVE PROJECT NO. A10_5102
JANUARY 31, 2012

LEGAL DESCRIPTION: AGING WELL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 15 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15;

THENCE ON AN ASSUMED BEARING OF N 89°50'37" E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 14 AND THE SOUTH LINE OF GREAT VALLEY ADDITION, A FINAL PLAT TO SAID CITY OF JUNCTION CITY, A DISTANCE OF 1318.12 FEET TO THE NORTHWEST CORNER OF SOUTHVIEW HEIGHTS ADDITION UNIT NO. 2, A FINAL PLAT TO SAID CITY OF JUNCTION CITY;

THENCE S 00°42'51" E ALONG THE WEST LINE OF SAID SOUTHVIEW HEIGHTS ADDITION UNIT NO. 2, A DISTANCE OF 544.29 FEET;

THENCE S 89°17'09" W A DISTANCE OF 653.50 FEET;

THENCE S 00°42'51" E A DISTANCE OF 315.07 FEET;

THENCE S 89°17'09" W A DISTANCE OF 664.56 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15;

THENCE CONTINUING S 89°17'09" W A DISTANCE OF 288.00 FEET TO THE EAST LINE OF THE BLUFFS ADDITION, A FINAL PLAT TO SAID CITY OF JUNCTION CITY, RECORDED IN PLAT BOOK F, PAGE 100-102, AT THE REGISTER OF DEEDS OFFICE OF SAID GEARY COUNTY;

THENCE N 00°42'51" W ALONG SAID EAST LINE, A DISTANCE OF 875.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 15;

THENCE N 89°50'37" E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 288.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,186,841 SQUARE FEET, 27.25 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD
END OF DESCRIPTION

RESOLUTION NO. ____

A RESOLUTION OF INTENT BY THE CITY OF JUNCTION CITY, KANSAS TO CONVEY CERTAIN PROPERTY TO AGINGWELL, INC., A KANSAS NOT FOR PROFIT CORPORATION

WHEREAS, the City of Junction City ("City") owns and operates an approximately 90 acre public park in the southwest area of the City commonly known as South Park;

WHEREAS, the Governing Body has determined that approximately 27.25 acres in South Park, and legally described and depicted on Exhibits A and B attached to this Resolution (the "27.25 Acre Tract") is underutilized and can be replaced with other property for park purposes;

WHEREAS, pursuant to funding commitments made by the City in connection with the acquisition of South Park, the City may not convey the 27.25 Acre Tract to a third party without the approval of the Kansas Department of Wildlife and Parks and the National Park Service, which approval is conditioned, in part, on replacing the 27.25 Acre Tract with other property to be operated as a public park;

WHEREAS, the Helland Trust has conditionally donated approximately 58 acres of land to the City for park purposes, which the City is considering accepting for use as a replacement park;

WHEREAS, the Governing Body has determined that there is a significant need for additional senior living facilities within the City, and that such facilities will not only provide a needed service to the community, but will also provide an economic benefit to the City through the creation of jobs and other positive economic impact; and

WHEREAS, AgingWell, Inc., a Kansas not for profit corporation recognized under Section 501(c)(3) of the Internal Revenue Code of 1954 ("AgingWell") plans to build a senior living facility within the City if it can obtain donated property and financing; and

WHEREAS, for the reasons stated above, the Governing Body finds that it is in the best interest of the City to donate the 27.25 Acre Tract to AgingWell for the exclusive use of such property as a senior living facility.

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

Section 1. The intent of this resolution is to ensure the preservation and enhancement of the community's public health and safety and to promote the general and economic welfare of the City.

Section 2. Subject to the satisfaction of the conditions set forth herein, the City declares its intent to donate the 27.25 Acre Tract to AgingWell, by deed, which will include a restriction that the property be owned by AgingWell and operated exclusively as a senior living facility, and such other matters as determined by the Governing Body of the City, in its sole and absolute discretion.

Section 3. The conditions to the above donation are as follows:

(a) The City shall have obtained, within one (1) year of the date of this Resolution, the unconditional approval of the Kansas Department of Wildlife and Parks and the National Park Service, and any other agencies whose approval is required, of the donation described in Section 2 hereof. Such approvals may include the successful substitution as a public park of the Helland Trust tract or other property of the City.

(b) The City shall have determined, to its satisfaction, that it is feasible for AgingWell to construct and operate the senior living facility, including that AgingWell has obtained financing therefor, and that the project will be completed within thirty (30) months of this Resolution.

(c) The City and AgingWell shall have entered into a development agreement pursuant to which the City and AgingWell will agree upon matters relating to the plans and specifications for the senior living facility, which will include minimum numbers of independent living units and assisted living units and a full care nursing facility with a minimum number of beds, and related amenities.

ADOPTED by the Governing Body of the City of Junction City, Kansas February 7, 2012.

CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes, Mayor

[SEAL]

Attest:

By: _____
Tyler Ficken, City Clerk

Exhibit A
Legal Description
(attached)

Exhibit B
Depiction of 27.25 Acre Tract
(attached)

Backup material for agenda item:

- c. Consideration of Resolution R-2689 to approve Redevelopment Agreement between the City and Richard L. Edwards. City Attorney Logan presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012 Meeting Date

From: Katie Logan, City Attorney
To: City Commission & Gerry Vernon, City Manager
Subject: Dick Edwards Auto Plaza TIF Plan
Redevelopment Agreement
Resolution R-2689
Dated: June 13, 2012

Issue:

Ordinance S-3106 approving the Dick Edwards Auto Plaza TIF Plan was approved May 15, 2012. The Ordinance conditionally approved the TIF Plan.

The final condition to the Ordinance becoming final is the approval by the City of the Redevelopment Agreement with Richard L. Edwards, the Developer. The purpose of the Redevelopment Agreement is to implement the TIF Plan and specify the duties of the Developer and conditions which must be satisfied in order for the Developer to receive the benefits of the TIF and TIF Bonds.

The attached Redevelopment Agreement includes the following provisions:

- Obligates the Developer to build an approximately 45,000 square foot auto dealership facility with the minimum investment of approximately \$7.8 million in addition to infrastructure expenses to be reimbursed from TIF Bonds,
- Requires construction to be completed within 12 months of the issuance of TIF Bonds [currently scheduled to be issued August 1, 2012]
- Authorizes the proceeds of TIF Bonds to be used to reimburse infrastructure costs and the costs of issuance – not to exceed \$3.66 million
- Authorizes designated City staff to approve reimbursements from TIF Bond proceeds to the Developer for eligible project costs
- Limits the sales taxes that can be captured to repay holders of TIF Bonds to sales taxes in excess of a current "base" of \$11,400,000 of sales from the Grant Avenue Facility
- Provides that "excess" sales tax increment will be used either (a) to retire TIF Bonds early, or (b) be paid 25% to City and County
- Annual administrative fee to City for administering the TIF
- TIF Bonds are payable solely from property and sales tax increment, and are not general obligations of the City.

The Development Agreement in final execution format has been reviewed and approved by the City Attorney, City's Financial Advisor, City's Bond Counsel, and representatives of the Developer.

Staff Recommendation:

Staff recommends a motion to approve Resolution R-2689 that establishes the Redevelopment Agreement between Richard L. Edwards and the City

Possible Actions:

Motion to approve Resolution R-2689. Requires majority approval

Motion to table indefinitely – requires majority approval

Motion to table to date certain – requires majority approval

Enclosures:

Resolution R-2689 approving Redevelopment Agreement
Redevelopment Agreement

DICK EDWARDS AUTO PLAZA PROJECT PLAN
REDEVELOPMENT AGREEMENT

by and between the

CITY OF JUNCTION CITY, KANSAS

and

RICHARD L. EDWARDS

Dated June 19, 2012

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DICK EDWARDS AUTO PLAZA PROJECT PLAN

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into on the 19th day of June, 2012 by and between the **CITY OF JUNCTION CITY, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("City"), and **RICHARD L. EDWARDS** ("Developer").

RECITALS

A. The City has the authority to adopt tax increment financing ("**TIF**") pursuant to sections K.S.A. 12-1770 *et seq.*, as amended (the "**Act**").

B. The City created a Redevelopment District (the "**Redevelopment District**") pursuant to the TIF Act and Ordinance No. S-3026 passed by the governing body of the City on September 30, 2008, as amended by Ordinance No. S-3103, passed by the governing body of the City on February 21, 2012.

C. The Redevelopment District consists of approximately ___ acres generally located at the intersection of Goldenbelt Boulevard and Highway 77, all in the City of Junction City, Geary County, Kansas, and is legally described on **Exhibit A** attached hereto; and

D. The Developer submitted to the City the Redevelopment Project Plan (the "**Project Plan**"), as amended, for a Project Area of approximately 12 acres legally described on the attached **Exhibit B** and depicted on the map attached hereto as **Exhibit C** (the "**Project Area**") within the Redevelopment District, which was conditionally approved by the City on May 15, 2012, pursuant to City of Junction City Ordinance No. S-3106. The proposed improvements (the "**Project**") consists of the acquisition of approximately 12 acres of land at the intersection of Goldenbelt Boulevard and US Highway 77, and the development by the Developer of an approximately 45,000 square foot auto dealership, repair and maintenance facility, and private and adjacent public improvements necessary to service such.

E. The conditions to approval of the Project Plan have been satisfied.

F. The City and the Developer desire to enter into this Agreement to address issues related to development of the Project Area within the Redevelopment District and implementation of the Project Plan.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Agreement, the following capitalized words and terms as used in this Agreement shall have the following meanings:

"**Act**" has the meaning set forth in **Recital A**.

"**Bond Counsel**" Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel.

"**Bond Documents**" means the documents, as prepared by Bond Counsel, and approved by the City, governing the issuance of TIF Bonds and procedures for disbursement of Bond Proceeds.

"**Bond Proceeds**" means the proceeds of the issuance of the TIF Bonds.

"**Captured City Sales Taxes**" means receipts of the City under K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-198, as amended, during the TIF Term, from retail sales and compensating use taxes generated in the Project Area equal to:

(a) That portion (as indicated on **Schedule I** attached hereto) of one (1%) percent of any taxable retail sales in any calendar year above a taxable retail sales base of \$11,400,000 (as such figure may be adjusted to take into account any decrease in appraised value of the Developer's existing facilities in the City); and

(b) One (1%) percent of all other taxable retail sales within the Project Area;

all as more particularly set forth in Ordinance No. S-3106.

"**Captured County Sales Tax Revenues**" means receipts of the County under K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-198, as amended, during the Tax Collection Period, from retail sales and compensating use taxes generated in the Project Area equal to:

(a) That portion (as indicated on **Schedule I** attached hereto) of one (1%) percent of any taxable retail sales in any calendar year above a taxable retail sales base of \$11,400,000 (as such figure may be adjusted to take into account a decreased appraised value of the Developer's existing facilities in the City); and

(b) One (1%) percent of all other taxable retail sales within the Project Area;

which are pledged to the payment of debt service on the TIF Bonds and are to be transferred to the City for deposit in the Project Area Tax Increment Fund, all as more particularly set forth in Resolution No. 5-7-12 of the County.

"**Captured Taxes**" means collectively, the Sales Tax Revenues and the Property Tax Revenues.

"**Certificate of Minimum Investment**" means a certification in the form of **Exhibit G**, completed in accordance with **Section 4.06**.

"**Certificate of Project Costs**" means a certification in the form of **Exhibit E**, completed in accordance with **Section 4.04**.

"Certificate of Substantial Completion" means a certification in the form of **Exhibit F**, completed in accordance with **Section 4.05**.

"City" means the City of Junction City, Kansas.

"City Administrative Service Fee" has the meaning set forth in **Section 10.02(B)**.

"City Representative" means the City Manager of the City, or such other person or persons at the time designated in writing by the City Manager to act on behalf of the City Manager in matters relating to this Agreement.

"City TIF District Expenses" means all reasonable, documented, out-of-pocket expenses incurred in connection with the Redevelopment District, the Project Plan, this Agreement, and the issuance of the TIF Bonds, including attorney's fees, publication fees, postage, copying costs, recording costs and similar expenses.

"Continued Auto Facilities Use" has the meaning set forth in **Section 3.01(B)**.

"County" means Geary County, Kansas, a political subdivision created pursuant to the laws of the State, and its successors and assigns or any body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the County.

"Developer" means Richard L. Edwards and any successors and assigns approved pursuant to this Agreement.

"Developer Financing" means the nonpublic financing of a portion of the costs of the Project by the Developer from sources other than TIF Bonds, including Developer equity and/or conventional loans.

"Developer Representative" means _____, and such other person or persons at the time designated to act on behalf of the Developer in matters relating to this Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed by the Developer.

"Effective Date" shall have the meaning set forth in **Section 10.01(A)**.

"Eligible Project Costs" means the City Administrative Service Fee, the City TIF District Expenses and other eligible expenses as defined in the Act and as designated as Eligible Project Costs in the Project Budget.

"Event of Default" means any event or occurrence as defined in **Article IX** of this Agreement.

"Financial Advisor" means the City's financial advisor, Columbia Capital Management, LLC.

"Grant Avenue Facility" means a business operated by Developer at 375 Grant Avenue, Junction City, Kansas.

"Minimum Investment" means that amount of Project other than Eligible Public Costs as detailed in **Exhibit G** hereto.

"**Placement Agent**" means Oppenheimer & Company or such other underwriting firm as may be mutually acceptable to City and Developer.

"**Prior Appraised Value**" has the meaning set forth in **Section 3.01(B)**.

"**Project**" has the meaning set forth in **Recital D**.

"**Project Area**" has the meaning set forth in **Recital D**.

"**Project Area Tax Increment Fund**" has the meaning set forth in **Section 4.03(B)**.

"**Project Budget**" has the meaning set forth in **Section 2.03**.

"**Project Plan**" has the meaning set forth in **Recital D**.

"**Project Schedule**" has the meaning set forth in **Section 2.02**.

"**Property Tax Revenues**" means the real property taxes attributable to the increase in the current assessed valuation over the base assessed valuation of the real property from the Redevelopment District during the TIF Term, all as determined in accordance with the Act.

"**Public Improvements**" means the public improvements described in the Project Plan to be constructed and paid for by the Developer and in compliance with the provisions of **Section 2.05**.

"**Redevelopment District**" has the meaning set forth in **Recital B**.

"**Related Entity**" means any entity in which the ownership or membership of such entity is controlled by Richard L. Edwards. For purposes hereof, "control" shall mean the power to direct or cause the direction of the management or policies of such entity.

"**Sales Tax Revenues**" means collectively the Captured City Sales Taxes and the Captured County Sales Tax Revenues.

"**TIF Bonds**" means tax increment financing bonds in the maximum principal amount of \$3,665,213, issued under the Act and payable solely from Captured Taxes.

"**TIF Term**" has the meaning set forth in **Section 4.02(A)**.

"**Trustee**" means the trustee under the Bond Documents.

"**Valuation Reduction**" has the meaning set forth in **Section 3.01(B)**.

Section 1.02 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

A. The terms defined in this Article include the plural as well as the singular.

B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**ARTICLE 2
CONSTRUCTION OF PROJECT**

Section 2.01 Scope of the Project. Subject to the terms and conditions of the Project Plan and this Agreement, and subject to the condition that TIF Bonds have been issued in accordance with **Section 4.02** below, the Developer shall construct, or cause to be constructed, the Project in accordance with the Project Plan and the Project Schedule. The Project shall be completed at Developer's expense, such expenses, to the extent they constitute Eligible Project Costs, to be reimbursed from Bond Proceeds in accordance with the provisions of this Agreement and the Bond Documents.

Section 2.02 Project Schedule. The Developer will use his best efforts to complete the Project within one year of the date of issuance of TIF Bonds (the "**Project Schedule**"). The completion of the Project shall be evidenced by the City's approval of a Certificate of Substantial Completion in accordance with **Section 4.05** of this Agreement.

Section 2.03 Project Budget. Attached as **Exhibit D** is the budget (the "**Project Budget**") setting forth in detail the total cost of the Project and designating by category Eligible Project Costs to be reimbursed from the Bond Proceeds and other costs to be financed by Developer Financing. The parties recognize and agree that the Project Budget attached hereto is an estimated budget, subject to change based on market and other conditions. Eligible Project Costs shall be reimbursed solely from Bond Proceeds. Without the prior consent of City, in its sole discretion, total reimbursements of Eligible Project Costs for each line item of Eligible Project Costs will not exceed the amount specified for such line item in the Project Budget.

Section 2.04 Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

Section 2.05 Public Improvements. The Developer and the City agree that the public improvements shall be constructed in accordance with the following requirements:

A. Developer shall submit the plans and specifications for the public improvements and traffic control plan, if required, to City for written approval.

B. Once the plans and specifications for the public improvements and any required traffic control plan are approved by City Engineer, then the Developer shall submit to the City the proposed construction agreement(s) with any contractor who will perform any part of the public improvements for approval by the City.

C. Prior to commencing construction of the public improvements portion of the Project, the Developer shall submit to the City a construction schedule for the public improvements for approval by the City.

D. The City will conduct its normal inspections of the construction of the public improvements and charge its normal inspection fees.

E. The Developer will cause to be provided to the City all necessary bonds in connection with the construction of the public improvements.

F. Upon receipt of all approvals, the City will then issue a notice to proceed with the public improvements.

Section 2.06 Modifications. The construction of the Project may be modified or revised by the Developer, with the City's and Developer's approval, to provide for other improvements consistent with the Project Plan. Substantial changes as defined in the Act may require the Project Plan to be amended in accordance with the Act and the City's policies and procedures for such amendment.

ARTICLE 3 USE OF PROJECT

Section 3.01 Land Use Restrictions. At all times while this Agreement is in effect:

A. The Project will serve as a new vehicle dealership for Ford/Lincoln, Kia and Chrysler/Dodge/Ram/Jeep brand lines. If Developer fails to use the Project Area for the use permitted hereunder, then the City may, in its sole and absolute discretion, (i) amend this Agreement to permit the changed use, but only after the Project Plan has been amended in accordance with the Act, and (ii) without such amendment, exercise any remedy set forth in **Section 9.02** hereof.

B. The Grant Avenue Facility will remain open as a quick lube, body shop and used car dealership (the "**Continued Auto Facilities Use**"). If the Continued Auto Facilities Use is terminated, and in any calendar year thereafter the appraised value for ad valorem property tax purposes of the Grant Avenue facility is lower than the appraised value in third calendar year prior to the calendar year in which the Continued Auto Facilities Use terminated (the "**Prior Appraised Value**"), then the sales tax base of \$11,400,000 will be increased by the amount of the difference between the current appraised value and the Prior Appraised Value (the "**Valuation Reduction**").

Section 3.02 Operation of Project. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary permits and licenses and paying any necessary fees to obtain required permits and licenses.

Section 3.03 Sales Tax Information.

A. A. The Developer agrees to report sales tax collections and remittances relating to the Grant Avenue Facility and the Project to the City and the County at the same frequency and in the same format reported to the State of Kansas for all sales tax remittances paid to the State of Kansas.

B. The Developer agrees to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the Redevelopment District to be obligated by written contract (lease agreement or other enforceable document including documents made part of the Geary County real estate records) to provide to the City Finance Director simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the Redevelopment District. This obligation shall be a covenant running with the land and shall be enforceable against all businesses operating in the Redevelopment District and shall only terminate upon the passage by the City of an ordinance terminating the Project Plan. The Developer hereby agrees that such written contract shall provide that the City and County are intended third party beneficiaries of such provisions and have a separate and independent right to enforce such provisions directly against such tenant or purchaser.

C. To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City and County in accordance with K.S.A. 79-3657.

D. Developer agrees to request waivers consenting to the release by the City and County of aggregate Sales Tax Revenues generated within the Redevelopment District from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the Redevelopment District throughout the term of this Agreement contemporaneously with the acquisition of such property or occupancy rights. Developer acknowledges that the City may not be able to issue TIF Bonds without the receipt of such waivers from all businesses that generate Sales Tax Revenues within the Redevelopment District. Developer hereby agrees that it will request that each lease, sublease, purchase contract, or other document granting property or occupancy rights in the Project shall incorporate the provisions of this paragraph.

Section 3.04 Encumbrances and Liens. Developer agrees that no mechanics' or other liens shall be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 3.05 Financing During Construction; Rights of Holders.

A. No Encumbrances Except Mortgages during Construction. Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. Holder Not Obligated to Construct Improvements. The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct

any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. Notice of Default to Mortgage Holders; Right to Cure. With respect to any mortgage granted by Developer as provided herein, whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

ARTICLE 4 PROJECT FINANCING

Section 4.01 Developer Financing. The Project will be financed through a combination of (i) cash investment by the Developer, (ii) one or more private loans obtained by the Developer, and (iii) Bond Proceeds. Developer will simultaneously submit to City and to the Financial Advisor, all information delivered to the Placement Agent relating to such financing, including, but not limited to, copies of private loan commitments and financial statements. Concurrently with the delivery of the information described above, Developer will deliver to the City its certificate to the effect to the best of its knowledge and belief, such financing sources, to the extent fully funded, will enable the Developer to pay for the Project as set forth in the Project Budget and the information and statements made by Developer and contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made. By delivering the items described above, the Developer shall be deemed to have made such representation and warranty even if the Developer fails to deliver its certificate as provided herein.

Section 4.02 TIF Bonds.

A. TIF Bond Issuance. To the extent that the City, in consultation with the Financial Advisor, determines that TIF Bonds may be placed in accordance with commercially sound private placement practices, the City shall issue the TIF Bonds pursuant to the Act, subject to the requirements of this **Section 4.02**.

B. Conditions Precedent for TIF Bond Issuance. The issuance of TIF Bonds shall be conditioned upon the Developer satisfying the City that it can complete the Project, has complied with its obligations under this Agreement, and has produced to the City the following documentation reasonably satisfactory to the City:

- (i) A commitment from a lending institution satisfactory to City to purchase all of the TIF Bonds.
- (ii) Evidence of Developer Financing.
- (iii) Any Developer Financing shall be subject to this Agreement.
- (iv) A current project budget that demonstrates that the Project can be constructed within the Project Budget.
- (v) A current project schedule that demonstrate that the all of Developer's Project Work can be constructed within the Project Schedule.

C. Satisfaction of Conditions. Upon receipt of the information set forth in **Section 4.02(B)**, the City shall within a reasonable time thereafter either

- (i) Provide written notice to Developer that Section 4.02(B) has not been satisfied; or
- (ii) Provide affirmative notice to Developer that the conditions precedent to its obligations to issue the TIF Bonds have been satisfied, at which time City's commitment to issue the applicable issuance of TIF Bonds will become irrevocable, subject to satisfactory placement and the terms of this Agreement.

Section 4.03 TIF Funding of Eligible Project Costs.

A. TIF Term. The benefits granted to Developer under City Ordinance S-3106 and County Resolution No. 5-7-12 shall remain in full force and effect until the earlier of (i) September 1, 2012, if no TIF Bonds have been issued by such date, (ii) if TIF Bonds have been issued by September 1, 2012, the date that no TIF Bonds remain outstanding, or (iii) the date that is twenty (20) years after the date City Ordinance S-3106 becomes effective ("TIF Term").

B. Taxes Captured. All Captured Taxes received by the City shall be deposited by the City upon receipt in a special fund (the "**Project Area Tax Increment Fund**"). All disbursements from the Project Area Tax Increment Fund shall be made only to pay Eligible Project Costs, including the payment of principal of and interest on the TIF Bonds. The City shall have sole control of the disbursements from the Project Area Tax Increment Fund. Such disbursements shall be made in the following manner and order of preference:

1. While TIF Bonds are outstanding:
 - (i) Payment of the City TIF District Expenses and the City Administrative Service Fee to the City pursuant to **Section 10.02**;
 - (ii) Payment of arbitrage rebate, if any, to the United States of America, owed under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;
 - (iii) Payment of fees and expenses owing to any Trustee for the TIF Bonds, upon delivery of invoices to the City for such amount; and

- (iv) Payment of scheduled principal of, premium, if any, and interest becoming due (by reason of maturity or redemption) on the TIF Obligations on each payment date;
- (v) Funding or replenishing any deficiency in any reserve fund or account relating to the TIF Bonds.

2. After all TIF Bonds have been paid in full, reimbursement of any remaining City TIF District Expenses and the City Administrative Service Fee to the City pursuant to **Section 10.02**.

C. Placement Agent. The Developer and City agree that Oppenheimer & Company, Incorporated will be the placement agent for the TIF Bonds and Columbia Capital Management, LLC will be the City's Financial Advisor for the issuance of the TIF Bonds.

Section 4.04 Developer Reimbursement Process.

A. All requests by Developer for reimbursement of Eligible Project Costs shall be made in a Certificate of Project Costs in substantial compliance with the form attached hereto as Exhibit E. Requests for reimbursement shall be submitted by the Developer to the City Representative not more often than monthly. The Developer shall provide itemized invoices, real estate contracts, receipts or other information reasonably requested, if any, to confirm that any such cost has been paid and qualifies as an Eligible Project Cost, and shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer shall provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

B. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine the Developer's and others' records relating to all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

C. The City shall have 30 calendar days after receipt of any Certificate of Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs; (2) the expense has been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City shall approve the Certificate of Project Costs and authorize reimbursement from the Bond Proceeds pursuant to the Bond Documents within thirty (30) days of the City's approval of the Certificate of Project Costs. If the City disapproves of the Certificate of Project Costs, the City shall notify the Developer in writing of the reason for such disapproval within such 30-day period.

D. The City shall be entitled to withhold its consent to payment of 10% of all Eligible Project Costs that are available for payment to Developer from Bond Proceeds until a Certificate of Substantial Completion has been approved by the City for the Project. The City shall release any funds withheld pursuant to this paragraph within 30 days of the receipt of both the Certificate of Substantial Completion required by **Section 4.05** and the receipt of the Certificate of Minimum Investment required by **Section 4.06**.

Section 4.05 Certificate of Substantial Completion. Promptly after Substantial Completion of the Project in accordance with the provisions of this Agreement, the Developer may submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit F**. The City shall, within a reasonable period of time following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City determines that the Project has not been completed in accordance with this Agreement, then it shall approve the Certificate of Substantial Completion and shall, within ten (10) business days of such finding, specify in writing to Developer the reasons for withholding its approval. At Developer's request, the City Commission shall, within 45 days of Developer's request, hold a special hearing at which Developer may present additional evidence of compliance or seek further clarification of the City's finding of non-compliance.

Section 4.06 Certificate of Minimum Investment. No later than thirty (30) days after delivery of the Certificate of Substantial Completion required by **Section 4.05**, Developer shall deliver to the City a Certificate of Minimum Investment in substantially the form attached hereto as **Exhibit G**.

Section 4.07 Right to Inspect and Audit. The Developer agrees that, up to three years after completion of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

Section 4.08 Limitation on City's Payment Obligations. Notwithstanding any other term or provision of this Agreement, the City's obligation to reimburse the Developer for Eligible Project Costs shall be limited to Bond Proceeds, and shall not be payable from any other source.

ARTICLE 5 OTHER DEVELOPER COVENANTS

Section 5.01 Employment Reporting. The Developer will report to the City and County not less than quarterly on employment levels at both the Grant Avenue Facility and in the Project Area.

Section 5.02 Maintenance and Repair. At all times during the term of this Agreement, the Developer shall maintain in good repair and condition the Project Area and the buildings and improvements therein owned or controlled by it from time to time.

Section 5.03 Local, State and Federal laws. The Developer shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

Section 5.04 Assistance with Post-Issuance Compliance. The Developer shall assist the City in complying with its post-issuance compliance activities as required by the Internal Revenue Service and/or Bond Counsel. The Developer and any other owners of real property in the Redevelopment District shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Redevelopment District.

Section 5.05 Notification in Event of Protest of Value. The Developer and any other owners of real property in the Redevelopment District shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Redevelopment District.

ARTICLE 6 AUTHORITY

Section 6.01 Powers. The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

Section 6.02 Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by the Developer Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

Section 6.03 Representations of the Developer. Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *Due Authority.* The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) *No Defaults or Violation of Law.* To Developer's actual knowledge following reasonable inquiry, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any material agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

(c) *No Litigation.* No litigation, proceedings or investigations are pending or, to the actual knowledge after reasonable inquiry of the Developer (including the actual knowledge after reasonable inquiry of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) or the Redevelopment District or the Project Plan. In addition, no litigation, proceedings or investigations are pending or, to the actual knowledge after reasonable inquiry of the Developer (including the actual knowledge after reasonable inquiry of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(d) *No Material Change.* (i) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for those arising out of or relating to the transactions contemplated by this Agreement, and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) *Governmental or Corporate Consents.* To Developer's actual knowledge after reasonable inquiry, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement except as contemplated herein.

(f) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(g) *Approvals.* The Developer has or intends to obtain with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to complete the Project. The Developer has no reason to believe that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will not be obtained in due course.

(h) *Compliance with Laws.* To Developer's actual knowledge after reasonable inquiry, the Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(i) *Other Disclosures.* The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

ARTICLE 7 ASSIGNMENT, TRANSFER

Section 7.01 Transfer of Obligations.

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another person or entity, without the prior approval of the City Commission by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Commission, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Redevelopment District being transferred. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment District, such obligations, conditions and restrictions to the extent that

they relate to such portion). The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees, at Developer's cost, to promptly record all assignments in the office of the Register of Deeds of Geary County, Kansas, in a timely manner following the execution of such agreements.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, and permitted successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project Area shall be bound by any obligation of the Developer solely by virtue of being a tenant.

C. The foregoing restrictions on assignment, transfer and conveyance and the restriction in Section 7.02 shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, or (b) the sale, rental and leasing of portions of the Project Area for the uses permitted under the terms of this Agreement.

Section 7.02 Prohibition Against Transfer of the Project, the Buildings or Structures Therein.

A. During the term of this Agreement, the Developer shall not, except as permitted by this Agreement and in accordance with the Act, without prior written approval of the City which shall not be unreasonably withheld, conditioned or delayed, make any total or partial sale, transfer, conveyance, assignment or lease of the whole Project or any entire individual building within the Project except as permitted by this Agreement. This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the Project or to prohibit or restrict the sale or leasing of any part or parts of a building, structure or land effective commencing on completion.

B. As a condition to such transfer, the City may require such transferee to agree to be bound, in whole or in part, by the provisions of this Agreement.

C. The Developer may not transfer property to a tax exempt organization without also receiving the written approval of the Trustee for the TIF Bonds and an opinion from Bond Counsel that such a transfer is not injurious to bond holders.

Section 7.03 Related Entity. Notwithstanding anything else contained in this Agreement, Developer shall have the right, without the consent of the City, to (a) transfer the property in the Project Area to a Related Entity or cause the property in the Project Area to be acquired by a Related Entity, and (b) to contribute to or transfer to such Related Entity any proceeds for reimbursement received by Developer as a result of expenditures made by either Developer or the Related Entity, provided that (i) prior to such assignment Developer furnishes the City with the name of any such Related Entity, together with a certification of Developer, and such other proof as the City may reasonably request, that such assignee is a Related Entity of Developer and continues to remain such during the term of this Agreement, and (ii) such Related Entity assumes or otherwise guarantees the obligations of the Developer hereunder, and (iii) such transfer is subject and subordinate to all obligations of Developer under this Agreement. The City will have the right, at any reasonable time, to examine such books and records of Developer and Related Entity as may be necessary to establish that such transferee remains a Related Entity of Developer.

Section 7.04 Obligations Run with the Land. The Developer's obligations pursuant to this Agreement, including the land use restrictions under Section 3.01(A), shall inure to and be binding upon Developer's heirs, executors, administrators, successors and assigns as if they were in every case

specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement.

ARTICLE 8 INDEMNITY AND INSURANCE

Section 8.01 Indemnification and Insurance. The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent or intentional acts or omissions during the TIF Term of the Developer, its contractors, subcontractors, agents or employees relating to any portion of the Project Area owned by the Developer and/or the activities of the Developer and its contractors, subcontractors, agents and employees under this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with any portion of the Project Area owned by the Developer, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project by the Developer or its agents. Notwithstanding the foregoing, neither the City, its officers, agents nor employees shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by any such entity's or person's own respective negligence, omissions or willful and malicious acts.

Section 8.02 Insurance. Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the Term, maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations and similar development projects (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the commercially reasonable judgment of the Developer, are adequate to protect the Developer and the Project. Throughout the Term, the Developer agrees to provide the City upon request, such request to be made not more than once a year, evidence of property insurance and certificate of liability insurance listing all coverages applicable to the Project.

Section 8.03 Obligation to Restore. The Developer hereby agrees that if any portion of the Project owned by it shall be damaged or destroyed, in whole or in part, by fire or other casualty, the Developer shall promptly restore, replace or rebuild the same, or shall promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. The Developer agrees that it shall include in any documents for Developer private financing a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a lender, the lender shall be obligated to restore the Project in accordance with this Section. The Developer shall give prompt written notice to the City of any damage or destruction to any of the Project owned by it by fire or other casualty, irrespective of the amount of such damage or destruction, but in such circumstances the Developer shall make the property safe and in compliance with all applicable laws as provided herein.

ARTICLE 9 EVENTS OF DEFAULT

Section 9.01 Events of Default. The following events shall constitute an "Event of Default" under this Agreement:

A. The Developer shall fail to commence the Project within 30 days after issuance of TIF Bonds.

B. Developer fails to make the Minimum Investment.

C. Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days of notice from the City, or if by its nature such breach cannot reasonably be cured within such fifteen-day period, if Developer fails within such fifteen-day period to commence all action necessary to cure or remedy such breach and to thereafter diligently pursue such action to completion.

D. Failure by the Developer to observe and perform any other covenant, condition or agreement on the part of the Developer under this Agreement, including failure to perform the Project in substantial accordance with the Project Plan and Project Schedule for a period of 30 days after written notice of such default has been given to the Developer by the City during which time such default is neither cured by the Developer nor waived in writing by the City, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the City may consent in writing to an extension of such time prior to its expiration and the City will not unreasonably withhold their consent to such an extension if corrective action is instituted within the 30-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the City.

E. Failure by City to observe and perform any covenant, condition or agreement under this Agreement, for a period of 30 days after written notice of such default has been given to the City by the Developer during which time such default is neither cured by the City nor waived in writing by the Developer, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the Developer may consent in writing to an extension of such time prior to its expiration and the Developer will not unreasonably withhold their consent to such an extension if corrective action is instituted within the 30-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the Developer.

Section 9.02 Remedies on Developer's Default. Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take any one or more of the following remedial steps:

A. Refuse to make any payments of Captured Taxes with respect to TIF Bonds owed by the Developer or any assignee of the Developer;

B. Without terminating this Agreement, refuse to consent to disbursements of Bond Proceeds to reimburse the Developer for Eligible Project Costs until such Event of Default is cured;

C. In the case of a material Event of Default by Developer, terminate this Agreement;

D. In the case of a default under **Section 3.01(A)**, the City may withhold its consent to any proposed use of the Property which the City reasonably determines will not generate economic development benefits in terms of increased property and sales taxes substantially similar to those projected in the Project Plan upon completion, including, but not limited to, withholding of building permits and occupancy permits for uses not consistent with **Section 3.01(A)**.

E. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this

Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer default provided, the Developer's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.

Section 9.03 Remedies on City Default. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer may take any one or more of the following remedial steps:

A. In the case of a material Event of Default by City, terminate this Agreement; or

B. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City default provided, the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the Developer be liable for any remote or consequential damages.

Section 9.04 Excusable Delays. For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage, destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder or during any delay after.

Section 9.05 Agreement to Pay Attorneys' Fees and Expenses. In connection with any Event of Default by the Developer or the City to perform its obligations hereunder, if either party files a lawsuit for the enforcement of the performance or observance of any covenants or agreements on the part of the other party herein contained, the non-prevailing party agrees that it will, on demand therefor, pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE 10 GENERAL PROVISIONS

Section 10.01 Conditions to Effective Date of this Agreement and Term of Agreement.

A. As a precondition to the effectiveness of this Agreement, County Resolution No. 5-7-12 shall have become effective on July 24, 2012 (the "Effective Date").

B. From and after the Effective Date, and, unless terminated sooner as provided herein, will remain in full force and effect until the completion of the Project and so long thereafter as any of the TIF Bonds remain outstanding. At such time that none of the TIF Bonds remain outstanding, this Agreement will terminate, provided that in any event, the obligations of the Developer and City arising under the terms and conditions of this Agreement, with respect to the Project, including, but not limited to, the reimbursement of Eligible Project Costs, will cease at the expiration of the TIF Term.

Section 10.02 City Expenses.

A. City TIF District Expenses: The City shall be reimbursed by the Developer for the City TIF District Expenses. City TIF District Expenses may be reimbursed as costs of issuance of the TIF Bonds and, to the extent not so reimbursed, from the Project Area Tax Increment Fund.

B. TIF Administrative Service Fee: The City may withhold an administrative service fee to cover the administration and other City costs during the TIF Term (the "City Administrative Service Fee"). The City Administrative Service Fee shall be a monthly amount equal to the greater of \$750.00 or 1% of the Captured Taxes in any month. The City Administrative Service Fee shall be paid monthly from the Project Area Tax Increment Fund.

Section 10.03 Limited Obligations. The TIF Bonds shall not constitute a debt or general obligation of the City, the County, the State or any political subdivision thereof, shall be payable solely from the Captured Taxes, and shall not constitute or give rise to or impose upon the City, the State or any political subdivision thereof a pecuniary liability or a charge upon its general credit or taxing powers. Under no circumstances shall the City be obligated to extend credit support to any issuance of TIF Bonds.

Section 10.04 Immunity of Officers, Employees and Agents of the City. No recourse shall be had for the payment of the principal of or interest on the TIF Bonds, for the payment or reimbursement of Eligible Project Costs, or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

Section 10.05 Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 10.06 Time of Essence. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 10.07 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Developer and the City or their successors in interest.

Section 10.08 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 10.09 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of tax increment financing and is a full integration of the agreement of the parties.

Section 10.10 Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Geary County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

Section 10.11 Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:
Richard L. Edwards

With copies to:
[insert party to receive copy of notice to developer]

To the City:
Tyler Ficken
City Clerk
700 North Jefferson
Junction City, KS 66441

With copies to:
Catherine P. Logan
City Attorney
Lathrop & Gage LLP
10851 Mastin
Overland Park, KS 66210

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 10.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 10.13 Recordation of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Geary County, Kansas.

Section 10.14 Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 10.15 Continued Cooperation of Parties. Each party agrees that, upon the request of the other, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

Section 10.16 Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF JUNCTION CITY, a Kansas
municipal corporation

By: _____
Pat Landes, Mayor

ATTEST:

By: _____
Tyler Ficken, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

This instrument was acknowledged before me on _____, 2012 by Pat Landes and Tyler Ficken, as Mayor and City Clerk, respectively, of the City of Junction City, Kansas.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

RICHARD L. EDWARDS

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

This instrument was acknowledged before me on _____, 2012 by Richard.L. Edwards.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBITS

Exhibit A	Legal Description of Redevelopment District
Exhibit B	Legal Description of Project Area
Exhibit C	Depiction of Project Area
Exhibit D	Project Budget
Exhibit E	Certificate of Project Costs
Exhibit F	Certificate of Substantial Completion
Exhibit G	Certificate of Minimum Investment
Schedule I	Amount of Permitted Capture of Sales Tax Revenues

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

An 11-acre parcel located in the northeast quadrant of the junction of I-70 and US-77 Highway in Junction City, Kansas, bounded by the westbound exit ramp of I-70 on the south, US-77 Highway on the west, and Goldenbelt Boulevard on the north and east, and more particularly described as follows:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 5 EAST, A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 15, AND A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, GEARY COUNTY, KANSAS BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, THE BLUFFS ADDITION TO JUNCTION CITY, KANSAS;
THENCE ON AN ASSUMED BEARING OF S 19°27'16" E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GOLDENBELT BOULEVARD, A DISTANCE OF 10.59 FEET;
THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 494.14 FEET, A CHORD BEARING OF S 37°23'36" E, A CHORD DISTANCE OF 304.39 FEET, AN ARC DISTANCE OF 309.42 FEET;
THENCE N 85°05'08" W A DISTANCE OF 478.69 FEET;
THENCE S 13°26'25" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70, A DISTANCE OF 112.52 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N 73°33'13" W A DISTANCE OF 442.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N 00°00'53" E A DISTANCE OF 123.55 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N 89°57'52" W A DISTANCE OF 108.05 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77;
THENCE S 65°32'47" W A DISTANCE OF 381.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 77;
THENCE N 00°28'39" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 406.64 FEET;
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 24°28'06" W A DISTANCE OF 206.26 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF JACK LACY DRIVE AND SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77;
THENCE S 65°31'54" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 205.42 FEET;
THENCE N 24°28'06" W A DISTANCE OF 123.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWIND DRIVE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, A CHORD BEARING OF N 00°52'45" W, A CHORD DISTANCE OF 134.87 FEET, AN ARC DISTANCE OF 135.77 FEET;
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 10°33'38" E A DISTANCE OF 55.01 FEET;
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF N 01°38'03" W, A CHORD DISTANCE OF 194.34 FEET, AN ARC DISTANCE OF 195.81 FEET;
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 27°59'04" W A DISTANCE OF 118.61 FEET;
THENCE N 82°08'41" E A DISTANCE OF 370.84 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77;
THENCE S 00°47'20" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 217.74 FEET;
THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S 24°27'16" E A DISTANCE OF 184.60 FEET TO A POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GOLDENBELT BOULEVARD;
THENCE N 65°32'44" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GOLDENBELT BOULEVARD, A DISTANCE OF 172.73 FEET;

JLN\600365.025\ORDINANCE TIF DISTRICT CREATION (7-01-08)

A-1

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 634.14 FEET, A CHORD BEARING OF N 85°55'01" E, A CHORD DISTANCE OF 441.49 FEET, AN ARC DISTANCE OF 450.93 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N 41°15'21" E A DISTANCE OF 97.98 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 724.14 FEET, A CHORD BEARING OF S 58°58'44" E, A CHORD DISTANCE OF 287.73 FEET, AN ARC DISTANCE OF 289.66 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S 14°45'04" W A DISTANCE OF 80.29 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 654.14 FEET, A CHORD BEARING OF S 31°51'00" E, A CHORD DISTANCE OF 280.83 FEET, AN ARC DISTANCE OF 283.04 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S 19°27'16" E A DISTANCE OF 273.35 FEET TO THE POINT OF BEGINNING.
CONTAINS 26.22 ACRES, MORE OR LESS.
END OF DESCRIPTION

EXHIBIT B

LEGAL DESCRIPTION OF PROJECT AREA

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, JUNCTION CITY, GEARY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15;

THENCE ON AN ASSUMED BEARING OF S 89°57'52" E A DISTANCE OF 314.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 77, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED;
THENCE N 24°27'13" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 538.82 FEET TO THE CENTERLINE OF GOLDENBELT BOULEVARD;

THENCE N 65°32'47" E ALONG SAID CENTERLINE, A DISTANCE OF 172.73 FEET;
THENCE CONTINUING ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 574.15 FEET, A CHORD BEARING OF S 66°57'13" E, A CHORD DISTANCE OF 846.61 FEET, AND AN ARC LENGTH OF 951.97 FEET;
THENCE S 19°27'13" E CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 283.94 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 574.15 FEET, A CHORD BEARING OF S 29°40'27" E, A CHORD DISTANCE OF 203.75 FEET, AN ARC LENGTH OF 204.84 FEET;

THENCE S 57°36'40" W A DISTANCE OF 265.01 FEET;

THENCE N 73°33'13" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE AND EXTENSIONS THEREOF, A DISTANCE OF 567.38 FEET;

THENCE N 00°00'53" E CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 123.55 FEET;

THENCE N 89°57'52" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 108.05 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 77;

THENCE N 24°27'13" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 78.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 663,932.91 SQUARE FEET OR 15.24 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

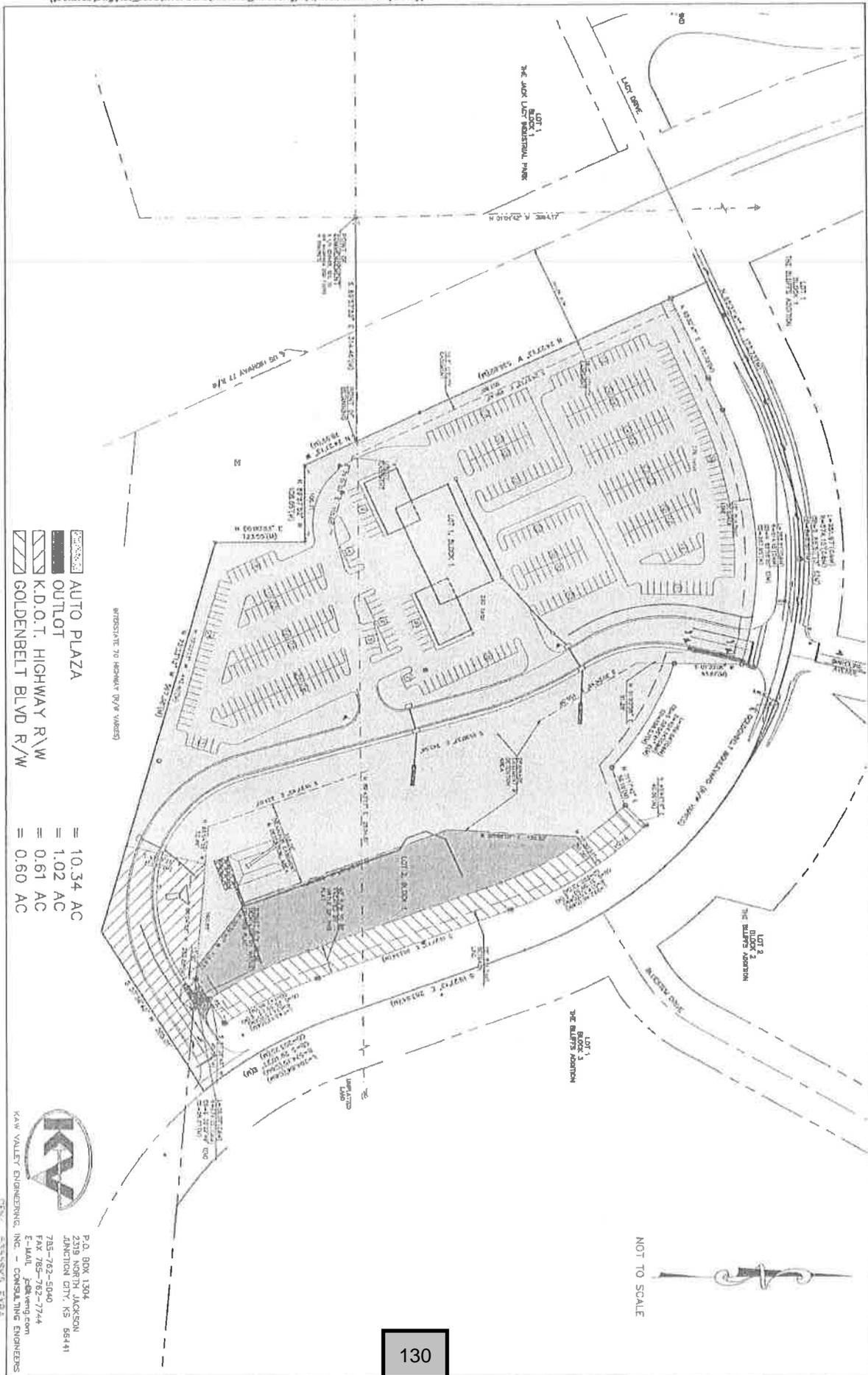
END OF DESCRIPTION

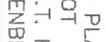
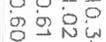
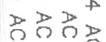
BASIS OF BEARINGS:

THE BASIS OF BEARING ON THIS SURVEY IS AN ASSUMED BEARING OF N 89°43'17" E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 5 EAST, GEARY COUNTY, KANSAS.

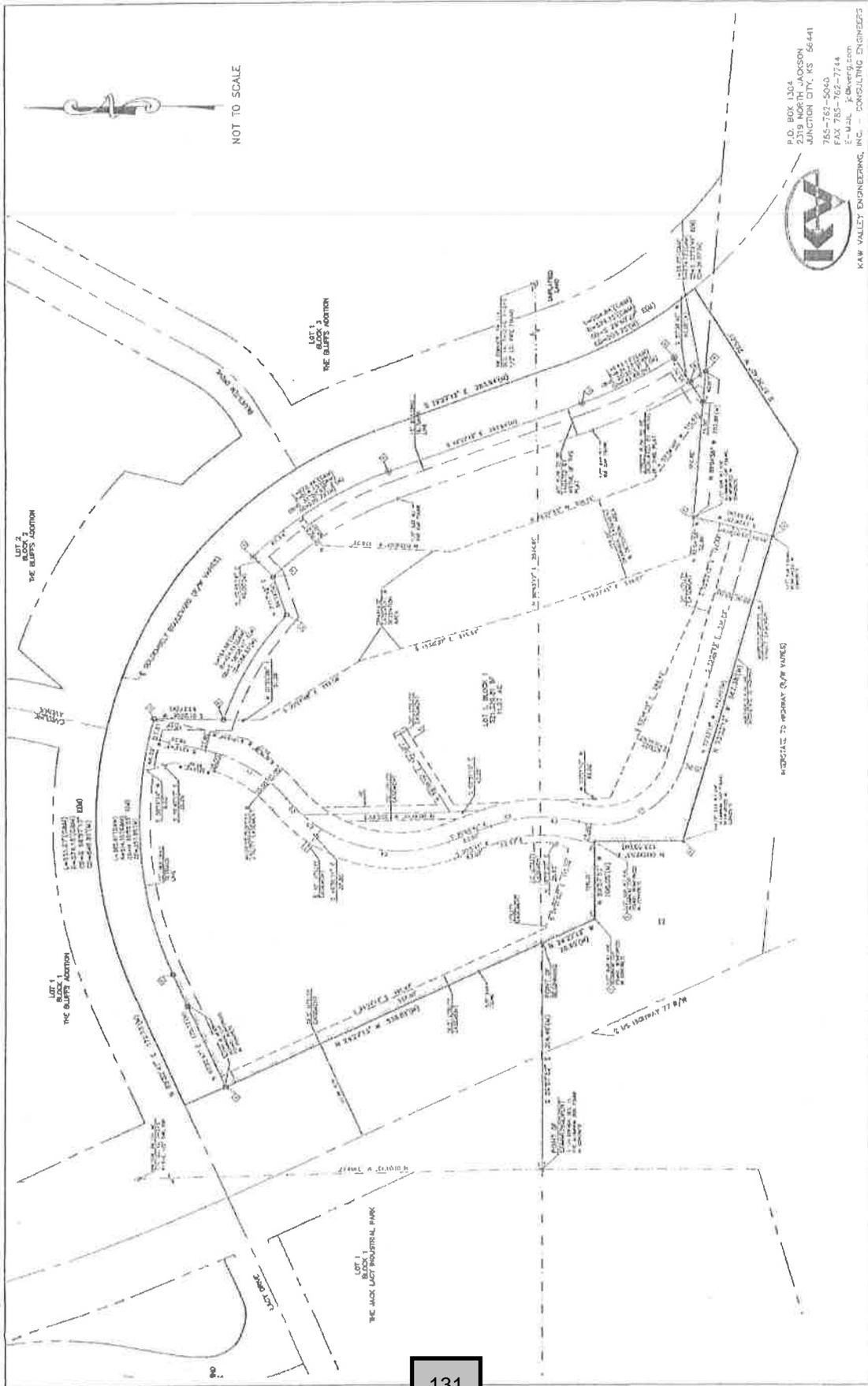
EXHIBIT C

MAP OF PROJECT AREA



-  AUTO PLAZA
 -  OUTLOT
 -  K.D.O.T. HIGHWAY R/W
 -  GOLDENBELT BLVD R/W
-
-  = 10.34 AC
 -  = 1.02 AC
 -  = 0.61 AC
 -  = 0.60 AC


 K&W VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS
 P.O. BOX 1304
 2329 WEST 7TH JACKSON
 JUNCTION CITY, KS 66441
 785-782-5040
 785-782-62-7744
 E-MAIL: jkeweng@comcast.net
 DATE: 2-5-2012 JT



P.O. BOX 1304
2319 NORTH JACKSON
JUNCTION CITY, MO 64441
785-782-5040
785-782-7744
FAX 785-782-7744
E: info@kaw.com
KAW VALLEY ENGINEERING, INC. CONSULTING ENGINEERS

DATE: 8-19-2011 JT

EXHIBIT D

PROJECT BUDGET

Category	Amount	TIF Eligible Costs	Non-TIF Eligible Costs
Land Acquisition	\$750,000	\$750,000	
Earthwork-storm sewer (+ up to 10% if actual exceeds estimate)	\$870,000	\$870,000	
Goldenbelt Blvd. improvements (+ up to 10% if actual exceeds estimate)	\$70,000	\$70,000	
Water & sewer infrastructure (+ up to 10% if actual exceeds estimate)	\$300,000	\$300,000	
On-site paving public parking areas only (+ up to 10% if actual exceeds estimate)	\$685,213	\$685,213	
Engineering relating to TIF Eligible Costs (+ up to 10% if actual exceeds estimate)	\$270,000	\$270,000	
Contingency relating to TIF Eligible Costs	\$120,000	\$120,000	
On-site paving private parking areas	\$622,000		\$622,000
On-site paving private street	\$230,000		\$230,000
Auto Plaza Facility	\$7,000,000		\$7,000,000
SUBTOTAL	\$10,917,213	\$3,065,213	\$7,852,000
TIF Bonds Costs of Issuance, to extent allowed	\$250,000	\$250,000	
TIF Bonds Capitalized Interest	\$350,000	\$350,000	
TOTAL	\$11,517,213	\$3,665,213	\$7,852,000

EXHIBIT E

CERTIFICATE OF PROJECT COSTS

Request No. _____ Date: _____

Pursuant to **Section 4.04** of the Redevelopment Agreement for the Dick Edwards Auto Plaza Project Plan (the "Agreement") between the City of Junction City, Kansas and the undersigned (the "Developer"), the Developer requests payment or reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are presently due and payable and are Eligible Project Costs that are payable or reimbursable under the Agreement.
5. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other Disbursement Request previously filed with the City.
6. There has not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.
7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefore.
8. Lien waivers for costs for which payment is hereby requested have been received and are attached hereto as **Attachment II** hereto.

DEVELOPER

By: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF JUNCTION CITY, KANSAS

By: _____
City Representative

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURE
REDEVELOPMENT AGREEMENT FOR THE
DICK EDWARDS AUTO PLAZA PROJECT PLAN**

REQUEST NO. _____ DATED _

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the costs for which the Obligation to be paid was incurred ¹
<hr/>		

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Richard L. Edwards, (the "**Developer**"), Pursuant to **Section 4.05** of the Redevelopment Agreement for the Dick Edwards Auto Plaza Project Plan (the "Agreement") between the City of Junction City, Kansas and the undersigned (the "Developer", hereby certifies to the City as follows:

1. That as of _____, 20 __, Substantial Completion of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement.

2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Project have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Project has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand this _____ day of _____, 20__.

DEVELOPER

By: _____
Title: _____

ACCEPTED:

CITY OF JUNCTION CITY, KANSAS

By: _____

Name: _____

Title: _____

EXHIBIT G

CERTIFICATE OF MINIMUM INVESTMENT

The undersigned, Richard L. Edwards, (the "**Developer**"), Pursuant to **Section 4.06** of the Redevelopment Agreement for the Dick Edwards Auto Plaza Project Plan (the "**Agreement**") between the City of Junction City, Kansas and the Developer, hereby certifies to the City as follows:

1. That as the undersigned is an accredited certified public accountant and is familiar with the funding of the construction and equipping of the Project (as such term is defined in the Agreement).

2. Based on the Certificate of Substantial Completion (as such terms is defined in the Agreement) of the Developer, the undersigned understands that the Project has been substantially completed.

3. Not less than \$7,800,000 has been spent on the Project, excluding Eligible Project Costs, by the Developer from the effective date of this Agreement to the date hereof.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20_____.

[CERTIFIED PUBLIC ACCOUNTANT]

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF JUNCTION CITY, KANSAS

By: _____

Name: _____

Title: _____

SCHEDULE I

Amount of Permitted Capture of Sales Tax Revenues on Taxable Sales Tax Base
(Aggregate Tax Base of Grant Ave. and Goldenbelt Locations)

AMOUNT OF INCREMENT CAPTURED ON TAXABLE SALES TAX BASE			
OF:			
Calendar Year	0% of the First	100% of the Next	75% of Amounts Over
2013	11,400,000	3,600,000	15,000,000
2014	11,400,000	4,600,000	16,000,000
2015	11,400,000	5,600,000	17,000,000
2016	11,400,000	6,600,000	18,000,000
2017	11,400,000	7,600,000	19,000,000
2018	11,400,000	8,000,000	19,400,000
2019	11,400,000	8,350,000	19,750,000
2020	11,400,000	8,750,000	20,150,000
2021	11,400,000	9,150,000	20,550,000
2022	11,400,000	9,600,000	21,000,000
2023	11,400,000	10,000,000	21,400,000
2024	11,400,000	10,450,000	21,850,000
2025	11,400,000	10,850,000	22,250,000
2026	11,400,000	11,300,000	22,700,000
2027	11,400,000	11,750,000	23,150,000
2028	11,400,000	12,200,000	23,600,000
2029	11,400,000	12,700,000	24,100,000
2030	11,400,000	13,200,000	24,600,000
2031	11,400,000	13,650,000	25,050,000
2032	11,400,000	14,150,000	25,550,000

RESOLUTION NO. R-2689

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND RICHARD L. EDWARDS (DICK EDWARDS AUTO PLAZA PROJECT).

WHEREAS, the Governing Body of the City of Junction City, Kansas (the "City") desires to authorize the execution by the Mayor of a certain Redevelopment Agreement between the City and Richard L. Edwards (the "Developer") relating to the redevelopment of a Project Area described in Ordinance No. 3106 within the Redevelopment District established by Ordinance No. S-3026, as amended by Ordinance No. S-3103; and

WHEREAS, it would be in the best interest of the City to execute and deliver the agreement described herein;

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

1. Authorization of Agreement. The City is hereby authorized to enter into and approve the Redevelopment Agreement ("Agreement") in substantially the form presented to and reviewed by the Governing Body of the City, at this meeting (copies of which document shall be filed in the records of the City).

2. Execution of Agreement. The Mayor is hereby authorized and directed to execute and deliver the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Agreement, and such other documents, certificates and instruments.

3. Further Authority. The City shall, and the officials and agents of the City, are hereby authorized and directed to, take such action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Agreement.

ADOPTED by the Governing Body of the City of Junction City, Kansas on June 19, 2012.

Pat Landes, Mayor

Attest:

Tyler Ficken, City Clerk

Backup material for agenda item:

- d. Consideration of Resolution R-2688 approval to transfer title of the parking lot at 6th & Washington St. to the adjoining property owners. Finance Director Beatty presenting.

AGENDA MEMO

Date: For June 19, 2012 meeting
To: City Commissioners and Gerry Vernon, City Manager
From: Cheryl S. Beatty, Finance Director
RE: Transfer of Title of City Parking Lot at 6th and Washington Street

Objective: The transfer of title of the parking lot at 6th and Washington Street to the adjoining property owners. To approve this transfer the City Commission must adopt the attached Resolution No. .

Explanation: The adjoining property owners have agreed to accept title of the now city owned parking lots known as the 'Waters parking lot'. Earlier this year we subdivided the parking lot to transfer title to the two adjoining properties. Attached are the two warranty deeds to transfer title and a map showing the approximate layout of the lot split. A title policy was done to complete the paperwork and both parties were given an opportunity to review the findings and the warranty deeds as drafted.

Budget Impact: This will be a reduction in taxes paid by the City since we were not successful in the tax appeal process to declare it a 'public parking lot'. The City has been paying approximately \$5,600 per year in taxes on this lot.

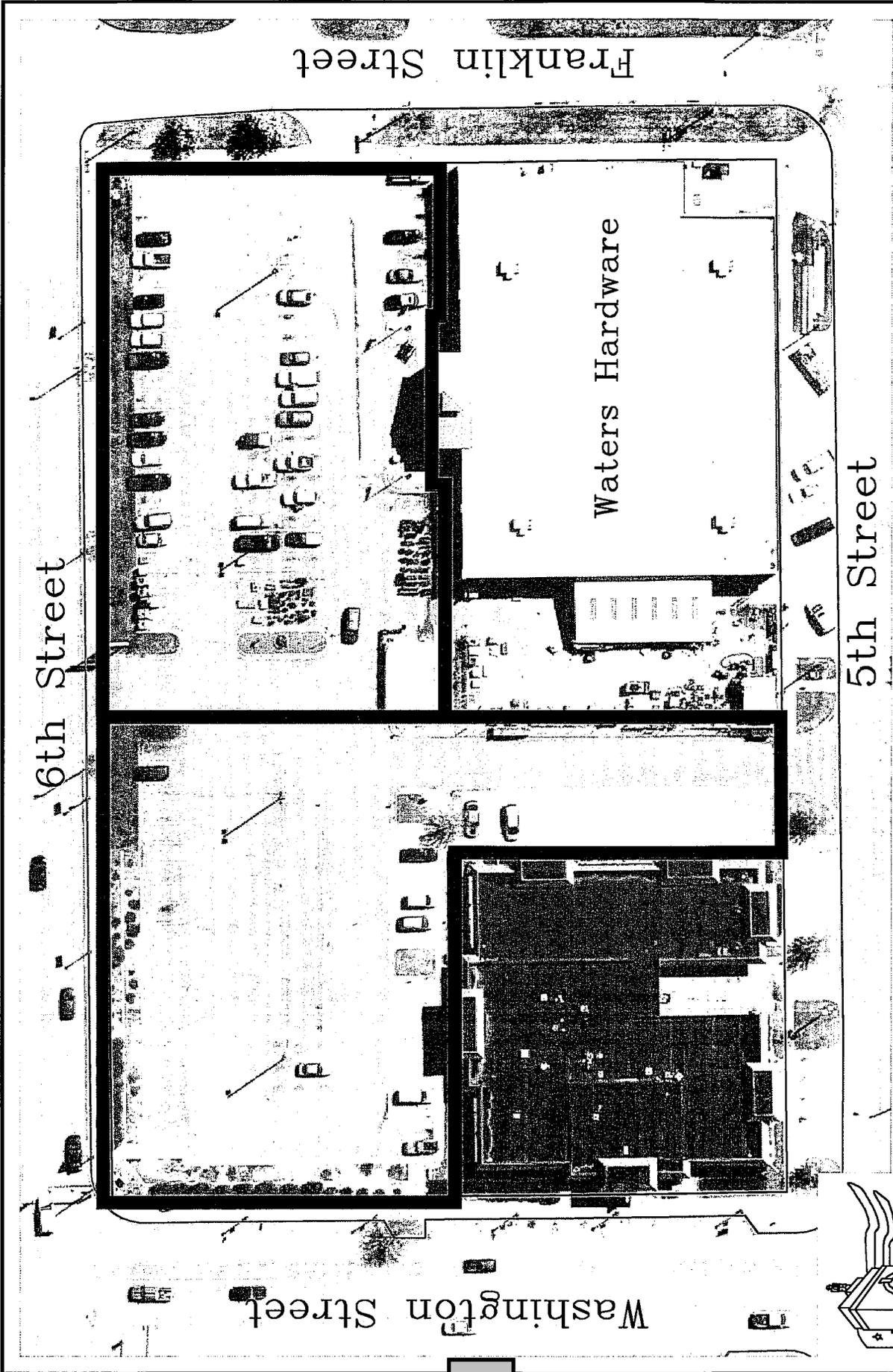
Recommendation: City staff recommends the adoption of Resolution #2688.

Motion: A motion to approve resolution 2688 accepting the transfer of the parking lot located at 6th and Washington as described in the attached resolution.

Enclosures: Resolution No. 2688

2 Warranty Deeds

Map of Lot Split



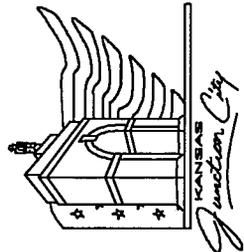
6th Street

Washington Street

Franklin Street

Waters Hardware

5th Street



ENGINEERING DEPARTMENT
CITY OF JUNCTION CITY, KANSAS
TOM L. JEFFERSON
JUNCTION CITY, KS 66401
(785) 234-3103

CITY OF JUNCTION CITY
AREA LOCATION MAP

Aerial Location Map
Waters Hardware Area Parking Lot
100 Block East 6th Street

DATE: May 2012

DRWN: c. h. mattheu

FILE:

SCALE: N.T.S.

RESOLUTION NO. R-2688

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN WARRANTY DEEDS TRANSFERRING TITLE OF OWNERSHIP OF THE PUBLIC PARKING LOT AT SIXTH AND WASHINGTON STREET FOR USE AS PRIVATE, COMMERCIAL PARKING LOT.

WHEREAS, the City Commission identified the city owned parking lot at Sixth and Washington Street should be owned by the adjoining properties as a commercial parking lot;

WHEREAS, the City has split the existing lot to transfer title to the two existing adjacent property owner;

WHEREAS, the adjoining property owners were identified as Waters Realty, Incorporated and Gery H. and Patricia Schoenrock Trust;

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

The Mayor of the City of Junction City, Kansas is hereby authorized to sign the attached Warranty Deeds transferring title of the City's property identified as:

A tract of land in Block Thirty-nine(30), Original Townsite of Junction City, Kansas: more particularly described as follows: All of Lots One (1), Two (2), Three (3) and the East 15 feet of Lot Four(4) and the East 70 feet of the South 14 feet of Lot Twelve (12) and the East 70 feet of Lot Thirteen (13) and the South 62 feet of Lots Fourteen (14), Fifteen (15) and Sixteen (16) and the South 62 feet plus the East 14 Feet of Lot Seventeen (17) and all of Lots Eighteen (18), Nineteen (19) and Twenty (20): all in said Block Thirty-nine (39) of the Original Townsite of Junction City, Kansas LESS AND EXCEPT a portion of Lot Fifteen (15) and all of Lots Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20); all in said Block Thirty-nine (39), Original Townsite of Junction city, Kansas, and described as follows: Beginning at the Southeast corner of said Lot Twenty (20); thence on the South line of said Lots Twenty(20), Nineteen (19), Eighteen (18), Seventeen (17), Sixteen (16) and Fifteen (15) on an assumed bearing of N 90° 00' 00" West a distance of 248.00 feet; thence North 00° 00' 00" East a distance of 155.00 feet; thence N 90° 00' 00" East a distance of 103.50 feet; thence North 00° 00' 00" East a distance of 6.00 feet; thence N 90° 00' 00" East a distance of 77.00 feet; thence S 00°00' 00" East a distance of 6.00 feet; thence South 90° 00' 00" East a distance of 67.24 feet to a point on the East line of the said Block Thirty-nine (39); thence South 00° 05' 50" East on said East line a distance of 155.00 feet to the point of beginning.

PASSED AND ADOPTED BY THE GOVERNING BODY OR THE CITY OF JUNCTION
CITY, KANSAS THIS 19TH DAY OF JUNE, 2012.

Pat Landes, Mayor

SEAL

ATTEST:

Tyler Ficken, City Clerk

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 4

**SPECIAL WARRANTY DEED
(Schoenrock Property)**

THIS SPECIAL WARRANTY DEED, made as of June 19, 2012 between the City of Junction City, Kansas, a municipal corporation, as Grantor, and Gery H. and Patricia Schoenrock Trust, as Grantee;

WHEREAS, by separate deeds dated as of June 19, 2012, the City is conveying the east portion of a tract of land owned by the City to Waters Realty, Inc. and the remainder of said tract to the Gery H. and Patricia Schoenrock Trust; and

WHEREAS, at the request of Waters Realty, Inc. and the Schoenrock Trust, said conveyances are being made and accepted conditioned upon the City establishing a Reciprocal Easement affecting the tracts; and

WHEREAS, by executing this Deed, the Grantee accepts and consents to the Reciprocal Easement set forth on the attached Exhibit B.

NOW, THEREFOR, WITNESSETH, that said Grantor, as authorized by Resolution R-2688 duly adopted by the governing body of the City of Junction City, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the real estate in Geary County, Kansas described in Exhibit A (the "West Tract"), which is attached hereto and incorporated herein by this reference, SUBJECT, HOWEVER, to 2012 taxes and general and special assessments, any and all recorded easements, reservations, restrictions, encroachments and encumbrances, matters which would be shown by an accurate survey, underground and overhead cables, lines and utility services, and all existing zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations limiting or restricting the use to which the property may be put; and SUBJECT ALSO to the reciprocal easement affecting the Schoenrock Property and the property described on the attached Exhibit A and set forth in the attached Exhibit B;

for purposes of making a gift and without other consideration.

TO HAVE AND TO HOLD, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

IN WITNESS WHEREOF, Grantor and Grantee have executed this deed on the day and year first above written.

[SEAL]
ATTEST:

CITY OF JUNCTION CITY, KANSAS,
a municipal corporation

Tyler Ficken, City Clerk

Pat Landes, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this 19th day of June, 2012 by Pat Landes, Mayor, and Tyler Ficken, City Clerk, respectively, of the City of Junction City, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires:

**GERY H. AND PATRICIA
SCHOENROCK TRUST**

Printed Name:
Printed Title

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this ___ day of June, 2012 by _____ as trustee(s) of the Gery H. and Patricia Schoenrock Trust, on behalf of said trust.

[SEAL]

Notary Public

My appointment expires:

2319 N. Jackson, PO Box 1304
Junction City, Kansas 66441
www.kveng.com



Tel: 785-762-5040
Fax: 785-762-7744
E-mail: JC@kveng.com

KAW VALLEY ENGINEERING, INC.

PROPERTY DESCRIPTION – WEST TRACT

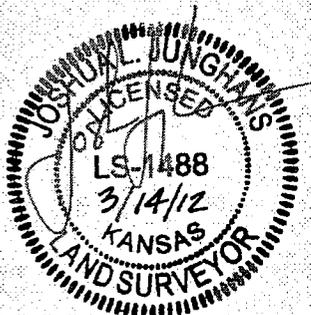
THAT TRACT OF LAND BEING A PORTION OF BLOCK 39 OF THE ORIGINAL PLAT OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 39; THENCE ON AN ASSUMED BEARING OF N 90°00'00" E ALONG THE NORTH LINE OF SAID BLOCK 39 A DISTANCE OF 212.00 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED AT THE REGISTER OF DEEDS OFFICE OF SAID COUNTY IN DEED BOOK 91 AT PAGE 1597; THENCE S 00°00'00" E ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION A DISTANCE OF 300.00 FEET TO THE SOUTH LINE OF SAID BLOCK 39; THENCE S 90°00'00" W ALONG SAID SOUTH LINE A DISTANCE OF 59.00 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED AT SAID REGISTER OF DEEDS OFFICE IN DEED BOOK 92 AT PAGE 949; THENCE N 00°00'00" W ALONG SAID EAST LINE A DISTANCE OF 149.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE S 90°00'00" W ALONG THE NORTH LINE OF SAID TRACT OF LAND A DISTANCE OF 153.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND AND THE WEST LINE OF SAID BLOCK 39; THENCE N 00°00'00" W ALONG SAID WEST LINE A DISTANCE OF 151.00 FEET TO SAID POINT OF BEGINNING.

CONTAINS 0.94 ACRES, MORE OR LESS.

SUBJECT OT EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION



JOSHUA L. JUNGHANS, RLS

other locations

Kansas City, Missouri • Lawrence, Kansas • Salina, Kansas

EXHIBIT B

RECIPROCAL EASEMENT

1. Reservation and Establishment of Easements. The conveyance by the City of Junction City, Kansas, of the property described on Exhibit A attached (the "Waters Property") to Waters Realty, Inc. ("Waters") and the conveyance by the City of Junction City, Kansas of the property described on Exhibit A-1 attached (the "Schoenrock Property") to the Gery H. and Patricia Schoenrock Trust ("Schoenrock Trust") by separate deeds dated as of April 17, 2012, each of which includes as Exhibit B this Reciprocal Easement, are subject to the easements described herein. Waters and the Schoenrock Trust are sometimes referred to herein as an "Owner" or, collectively, as "Owners", and accept the property subject to the following restrictions, covenants and easements:

1.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between the Waters Property and the Schoenrock Property and: (i) the streets and alleys designed for public use which are now or hereafter abutting or located on any portion of the Waters Property or the Schoenrock Property; (ii) the public walkways now or hereafter abutting or located on any portion of the Waters Property or the Schoenrock Property; and (iii) the parking areas now and hereafter abutting or located on the Waters Property or the Schoenrock Property or constituting any portion thereof.

1.2. Vehicular Easements. Nonexclusive easements for the purpose of parking and for vehicular traffic between the Waters Property and the Schoenrock Property and the streets and alleys designed for public use which are now and hereafter abutting or located on any portion of the Waters Property or the Schoenrock Property.

1.3. Access Easements. Nonexclusive easements between each Owner's real property and the streets and ways designed for public use which abut or cross any portion of the Waters Property or the Schoenrock Property for the purpose of providing ingress, egress and access to the easements hereby created, including 6th Street and Washington Street. The existing ingress and egress access to 6th Street from the Waters Property may not be closed without the prior written consent of both Owners. The Owners acknowledge and agree that no new access will be allowed from either the Waters Property or the Schoenrock Property to Washington Street.

1.4. Unimpeded Access. No barricade or other divider will be constructed between the Waters Property and the Schoenrock Property and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic throughout the total site in the areas designated for such purpose by the Owner of each real property tract. Each Owner will, however, have the right temporarily to erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

2. Use of Easements. Subject to the reasonable rules and regulations adopted for the use of each Owner's tract by the Owner thereof, the use of all easements created by this Agreement will, in each instance, be nonexclusive and shall exist for the use and benefit of the Owners, their respective successors, assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants' customers, invitees, employees, servants, licensees, contractors and agents as might be designated by each Owner from time to time (all of which persons are hereafter called "Permittees").

3. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities, and subject to the further terms and conditions set forth herein, the Owner of each burdened tract will operate and maintain all of the areas of the property that is subject to pedestrian and vehicular easements created by Sections 1.1 and 1.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the burdened tract. Nothing herein is intended to constitute a public dedication.

6. Appurtenant Easements; Binding on Successors.

6.1. Appurtenant Easements. Each of the easements and rights created herein are appurtenant to the Waters Property and the Schoenrock Property and may not be transferred, assigned or encumbered except as an appurtenance to such property. For the purpose of each such easement and right, the benefited property will constitute the dominant estate and the burdened property will constitute the servient estate.

6.2. Effect of Covenants. Each covenant contained in this Agreement (a) is made for the direct, mutual and reciprocal benefit of the Waters Property and the Schoenrock Property; (b) creates mutual equitable servitudes on the Waters Property and the Schoenrock Property in favor of the Waters Property and the Schoenrock Property; (c) constitutes a covenant running with the land; (d) binds the Owner now having or hereafter acquiring an interest in any of the Waters Property and the Schoenrock Property; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees.

6.3 Term; Amendment. Each of the covenants, restrictions, reservations and easements created herein are perpetual, and cannot be amended or modified without the prior written consent of both Owners.

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 4

**SPECIAL WARRANTY DEED
(Waters Property)**

THIS SPECIAL WARRANTY DEED, made as of June 19 2012 between the City of Junction City, Kansas, a municipal corporation, as Grantor, and Waters Realty, Inc., as Grantee;

WHEREAS, by separate deeds dated as of June 19, 2012, the City is conveying the east portion of a tract of land owned by the City to Waters Realty, Inc. and the remainder of said tract to the Gery H. and Patricia Schoenrock Trust; and

WHEREAS, at the request of Waters Realty, Inc. and the Schoenrock Trust, said conveyances are being made and accepted conditioned upon the City establishing a Reciprocal Easement affecting the tracts; and

WHEREAS, by executing this Deed, the Grantee accepts and consents to the Reciprocal Easement set forth on the attached Exhibit B.

NOW THEREFORE, WITNESSETH, that said Grantor, as authorized by Resolution R-2688 duly adopted by the governing body of the City of Junction City, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the real estate in Geary County, Kansas described in Exhibit A (the "East Tract"), which is attached hereto and incorporated herein by this reference, SUBJECT, HOWEVER, to 2012 taxes and general and special assessments, any and all recorded easements, reservations, restrictions, encroachments and encumbrances, matters which would be shown by an accurate survey, underground and overhead cables, lines and utility services, and all existing zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations limiting or restricting the use to which the property may be put; and SUBJECT ALSO to the Reciprocal Easement affecting the Waters Property and the property described on the attached Exhibit A-1 and set forth in the attached Exhibit B;

for purposes of making a gift and without other consideration.

TO HAVE AND TO HOLD, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

IN WITNESS WHEREOF, Grantor and Grantee have executed this deed on the day and year first above written.

[SEAL]

ATTEST:

CITY OF JUNCTION CITY, KANSAS,
a municipal corporation

Tyler Ficken, City Clerk

Pat Landes, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this 19th day of June, 2012 by Pat Landes, Mayor, and Tyler Ficken, City Clerk, respectively, of the City of Junction City, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public

My appointment expires: _____

WATERS REALTY, INC.

Printed Name:
Printed Title

STATE OF KANSAS)
) ss:
COUNTY OF GEARY)

The following instrument was acknowledged before me this ___ day of June, 2012 by _____ as _____ of Water Realty, Inc., a Kansas corporation, on behalf of the said corporation.

Notary Public

(SEAL)

My appointment expires: _____

2319 N. Jackson, PO Box 1304
Junction City, Kansas 66441
www.kveng.com



Tel: 785-762-5040
Fax: 785-762-7744
E-mail: JC@kveng.com

KAW VALLEY ENGINEERING, INC.

PROPERTY DESCRIPTION – EAST TRACT

THAT TRACT OF LAND BEING A PORTION OF BLOCK 39 OF THE ORIGINAL PLAT OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 39; THENCE ON AN ASSUMED BEARING OF N 90°00'00" E ALONG THE NORTH LINE OF SAID BLOCK 39 A DISTANCE OF 212.00 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED AT THE REGISTER OF DEEDS OFFICE OF SAID COUNTY IN DEED BOOK 91 AT PAGE 1597, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 90°00'00" E CONTINUING ALONG SAID NORTH LINE OF BLOCK 39 A DISTANCE OF 248.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 39; THENCE S 00°00'00" W ALONG THE EAST LINE OF SAID BLOCK 39 A DISTANCE OF 145.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND RECORDED IN DEED BOOK 91 AT PAGE 1597; THENCE S 90°00'00" W ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND A DISTANCE OF 67.50 FEET; THENCE N 00°00'00" E CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 6.00 FEET; THENCE S 90°00'00" W CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 77.00 FEET; THENCE S 00°00'00" W CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 6.00 FEET; THENCE S 90°00'00" W CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 103.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE N 00°00'00" E ALONG SAID NORTHERLY PROLONGATION OF SAID WEST LINE A DISTANCE OF 145.00 FEET TO SAID POINT OF BEGINNING.

CONTAINS 0.81 ACRES, MORE OR LESS.

SUBJECT OT EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION



JOSHUA L. JUNGHANS, RLS

other locations

Kansas City, Missouri • Lawrence, Kansas • Salina, Kansas

EXHIBIT B

RECIPROCAL EASEMENT

1. Reservation and Establishment of Easements. The conveyance by the City of Junction City, Kansas, of the property described on Exhibit A attached (the "Waters Property") to Waters Realty, Inc. ("Waters") and the conveyance by the City of Junction City, Kansas of the property described on Exhibit A-1 attached (the "Schoenrock Property") to the Gery H. and Patricia Schoenrock Trust ("Schoenrock Trust") by separate deeds dated as of April 17, 2012, each of which includes as Exhibit B this Reciprocal Easement, are subject to the easements described herein. Waters and the Schoenrock Trust are sometimes referred to herein as an "Owner" or, collectively, as "Owners", and accept the property subject to the following restrictions, covenants and easements:

1.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between the Waters Property and the Schoenrock Property and: (i) the streets and alleys designed for public use which are now or hereafter abutting or located on any portion of the Waters Property or the Schoenrock Property; (ii) the public walkways now or hereafter abutting or located on any portion of the Waters Property or the Schoenrock Property; and (iii) the parking areas now and hereafter abutting or located on the Waters Property or the Schoenrock Property or constituting any portion thereof.

1.2. Vehicular Easements. Nonexclusive easements for the purpose of parking and for vehicular traffic between the Waters Property and the Schoenrock Property and the streets and alleys designed for public use which are now and hereafter abutting or located on any portion of the Waters Property or the Schoenrock Property.

1.3. Access Easements. Nonexclusive easements between each Owner's real property and the streets and ways designed for public use which abut or cross any portion of the Waters Property or the Schoenrock Property for the purpose of providing ingress, egress and access to the easements hereby created, including 6th Street and Washington Street. The existing ingress and egress access to 6th Street from the Waters Property may not be closed without the prior written consent of both Owners. The Owners acknowledge and agree that no new access will be allowed from either the Waters Property or the Schoenrock Property to Washington Street.

1.4. Unimpeded Access. No barricade or other divider will be constructed between the Waters Property and the Schoenrock Property and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic throughout the total site in the areas designated for such purpose by the Owner of each real property tract. Each Owner will, however, have the right temporarily to erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

2. Use of Easements. Subject to the reasonable rules and regulations adopted for the use of each Owner's tract by the Owner thereof, the use of all easements created by this Agreement will, in each instance, be nonexclusive and shall exist for the use and benefit of the Owners, their respective successors, assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants' customers, invitees, employees, servants, licensees, contractors and agents as might be designated by each Owner from time to time (all of which persons are hereafter called "Permittees").

3. Maintenance of Easement Areas. Except to the extent that such areas might be operated and

maintained by public authorities, and subject to the further terms and conditions set forth herein, the Owner of each burdened tract will operate and maintain all of the areas of the property that is subject to pedestrian and vehicular easements created by Sections 1.1 and 1.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the burdened tract. Nothing herein is intended to constitute a public dedication.

6. Appurtenant Easements; Binding on Successors.

6.1. Appurtenant Easements. Each of the easements and rights created herein are appurtenant to the Waters Property and the Schoenrock Property and may not be transferred, assigned or encumbered except as an appurtenance to such property. For the purpose of each such easement and right, the benefited property will constitute the dominant estate and the burdened property will constitute the servient estate.

6.2. Effect of Covenants. Each covenant contained in this Agreement (a) is made for the direct, mutual and reciprocal benefit of the Waters Property and the Schoenrock Property; (b) creates mutual equitable servitudes on the Waters Property and the Schoenrock Property in favor of the Waters Property and the Schoenrock Property; (c) constitutes a covenant running with the land; (d) binds the Owner now having or hereafter acquiring an interest in any of the Waters Property and the Schoenrock Property; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees.

6.3 Term; Amendment. Each of the covenants, restrictions, reservations and easements created herein are perpetual, and cannot be amended or modified without the prior written consent of both Owners.

Backup material for agenda item:

- e. Consideration of Ordinance S-3109 a request from Ron and Rebecca Bramlage, owner, requesting a rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, KS. Planning & Zoning Administrator Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. Z-05-01-12 – Rezoning of property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CN” Neighborhood Commercial District – (S-3109)

Issue: Consideration of request Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas. This is the “spec” building Mr. Bramlage constructed on this property in 2010. The property has been zoned “CR” Restricted Commercial for many years. Staff recommended denial of the request as being too much of a change. As noted below, the MPC voted to recommend a more restrictive zoning than requested, which is permitted by law. This case was continued from the June 5, 2012, City Commission meeting and is recommended that a Declaration of Emergency be approved in order to complete this case at the June 19, 2012, meeting. The Request for Declaration of Emergency request, giving the reasons for the request, is attached to this memo.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted, but at a more restrictive classification than requested. In this case, the MPC has recommended the property be rezoned to “CN” Neighborhood Commercial.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Special Considerations: The applicant’s representative spoke in favor of the request because of a desire to market the property to some specific uses not otherwise permitted in the “CR” Restricted Commercial zone. No one spoke in opposition to this request at the public hearing, but there were some verbal and written objections to the “CSR” Service Commercial Restricted zoning put on the record, especially from the hospital.

Staff Recommendation: Approve the Declaration of Emergency to permit the rezoning to be completed at this meeting. Then accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property to “CN” Neighborhood Commercial.

Suggested Motion on Declaration of Emergency:

Commissioner _____ moved that the request of the Mayor for a Declaration of Emergency for Case No. Z-05-01-12, the request to rezone property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be approved.

Commissioner _____ seconded the motion.

Suggested Motion on the Rezoning Ordinance:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3109, an ordinance rezoning from "CR" Restricted Commercial District to "CN" Neighborhood Commercial District, the property located at northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be approved on first and final reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Request for Declaration of Emergency
Ordinance S-3109

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**May 10, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Mike Ryan
Mike Watson
Mike Steinfort

**Members
(Absent)**

Ken Mortensen

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chairman Steinfort called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Mortensen.

2. APPROVAL OF MINUTES

Commissioner Gustafson moved to approve the minutes of the April 12, 2012, meeting as written. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS - None

4. NEW BUSINESS

Item No. 1 – Case No. Z-05-01-12 - Public Hearing to Rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted.

Chairman Steinfort opened the public hearing on the application of Ron and Rebecca Bramlage, owners, requesting to rezone the property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District and asked for the staff report.

Mr. Yearout stated this property has been zoned “CR” for many years. This classification is the most restrictive of the commercial zones, with only eight permitted uses and two by conditional use permit. The “CSR” district is the one of the broadest classification that lists 54 different permitted uses; along with another 9 by conditional use permit. The neighborhood is dominated by single-family residential uses zoned either “RS” or “RG”, which is restricted to single-family homes. The hospital is zoned “RS” and all the “office uses” to the west are zoned “CR”. The property on the northeast corner of Eisenhower and Ash is zoned “CSR”; however it is developed as a dental office and a relatively small lot. The current use as a dental office is allowed in the “CR” district.

The existing building was established a year ago as a spec building and a portion has been occupied. To the west is another pad for a future building at a lower level. The request for the "CSR" district is to broaden the potential for tenants in the building.

Mr. Yearout stated it is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property; it just may take longer than the owner wishes. As previously stated, the area is dominated by residential uses; but because of the hospital, low impact commercial development has continued without any undue burdens on the infrastructure of the City or any harm to the uses established. For these reasons, staff is recommending that the request to rezone to the "CSR" district be denied. Mr. Yearout stated that the owner did receive a copy of the staff report.

Mr. Yearout informed the Commission they have three options available in making a recommendation to the City Commission. The Commission may recommend approval of the application as submitted; it may recommend denial of the application as submitted; or it may recommend a change to a more restrictive classification than requested. As explained in more detail in the staff report, the Commission could opt to recommend the "CN", Neighborhood Commercial, "CS" Service Commercial, or the "CSP" Special Commercial districts. This option is always available any time there is a request for a rezoning.

Commissioner Gustafson asked what was allowed in the three Zoning Districts staff has identified. Mr. Yearout stated there were 18 uses by right and 4 uses by Conditional Use Permit in the "CN" district; 43 uses by right and 6 uses by Conditional Use Permit in the "CSP" district; and, 52 uses by right and 12 uses by Conditional Use Permit in the "CS" district. At the request of the Commission, Mr. Yearout read the uses listed in the "CN" district. Several Commissioners and staff engaged in a discussion regarding the differences between the uses in the different classifications.

There being no further questions of staff, Chairman Steinfort opened the hearing for public comment.

Clint Francis, 308 Linden Street, Clifton, KS; stated he works for the Bramlage's. Mr. Bramlage and his attorney are out of town; therefore, Mr. Francis was present as the representative for the applicant. Mr. Francis stated they were surprised about the staff report. There has been little interest in the property for the last five years; therefore, the decision was made to go ahead and build a spec building. Currently there is one tenant and they feel they have not had much success in getting the other spaces filled due to the use limitations of the current zoning.

The property across Eisenhower Street is zoned "CSR" and has been that way for some time and nothing detrimental has happened to the neighborhood. The "CSR" zone would allow more use options and the owners could use their good judgment to get tenants. The traffic count is not high enough to attract any of the "undesirable" uses.

There are two potential tenants but the uses are not permitted in the "CR" zoning district. One is for a self-service Laundromat like the one on North Washington which would be good for the neighborhood. The other is a carpet warehouse with a showroom. These two uses could be allowed without any negative impact on the surrounding properties. As a negative impact use in the requested "CSR" district, the

staff report states on page 4 , paragraph 3, “sporting goods sale with outside storage . . .”; is incorrect. It should read; “sporting goods sales, *not including* outside storage . . .”.

Mr. Francis concluded by stating that the owner is asking for the zone change to open up the area for more uses. The uses that would be considered detrimental would need a higher traffic count and would not fit into this area.

There being no further public appearances, Chairman Steinfort closed the public hearing.

Mr. Yearout informed the Commission he had received an inquiry call from the Hospital administration; after explanation, no objection was expressed.

Discussion and comments ensued regarding the intended use of a Laundromat would be ideal for the area. If the property were to sell, there are too many allowable uses in the “CSR” district that could be detrimental to the area. The spec building design fits well and enhances the area. This building is located at a busy intersection and eventually appropriate tenants will chose to locate in this area; however, the current owner needs tenants now and the “CN” district would allow a Laundromat and/or carpet store. The fact that the property across the street is zoned “CSR”; however, the current use of a dental office and previous use of a drug store are allowed in the “CR” District. General discussion continued along these lines.

Chairman Steinfort asked if the special use permit option could be done. Mr. Yearout stated that was a possibility; however, a potential tenant usually would not be willing to wait 60 to 90 days before knowing whether it was approved. Mr. Yearout pointed out that each proposed use would be required to go through the public hearing process, which is time consuming.

Commissioner Dibben asked staff’s opinion about recommending the “CN” zone. Mr. Yearout responded that it would more than double the uses but not the full big “laundry list” of undesirable uses. He stated that he struggled a long time whether to recommend denial or the option of the “CN” district. At the staff level it is only a recommendation, both the MPC and the Governing Body have done differently. The economy has been slow for the past few years; but it is improving. Staff understands the desire of the owner to obtain viable tenants. This is a good location with a lot of traffic along Eisenhower and Ash Streets. There is a lot of activity going on in the area. The building is attractive and appropriate uses for the area will happen.

Discussion continued. Commissioner Dibben asked Mr. Francis if the owner would be amenable to accepting the “CN” classification. Mr. Francis stated it would “get them down the road”. He stated they understand the concerns of the community regarding the “CSR” district. He indicated that the special use permit makes everything take too long. The “CN” district would at least allow the owner to proceed with what they have in mind.

There being no further discussion or questions, Chairman Steinfort called for a motion.

Commissioner Gustafson moved that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District be

amended to “CN” Neighborhood Commercial District for property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for approval by the City Commission based on the information presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. Z-05-02-12 - Public Hearing to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the residential properties in the vicinity of West 8th Street and Eisenhower Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, in a “nutshell”, this case was initiated by the Commission for the same reasons for the homes along 7th Street earlier this year to place the homes in a residential zoning to remove the nonconformity which virtually makes financing the single-family homes impossible. (*Legal aspects fully set out in the staff report.*) There are 20 individual properties affected by this rezoning. These homes are adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month (Case No. Z-04-01-12) to facilitate sale of the property.

Since the staff report, one call was received; after explanation, no objection was made. However, just as before, if a landowner wishes to retain the commercial zoning they may. To date, there has been no such request. Mr. Yearout stated that staff is recommending approval of the rezoning.

There being no questions of staff, Chairman Steinfort opened the hearing for public comments. There being no appearances, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-05-02-12, initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower Street from “CSP” Special Commercial District to “RM” Multiple Family Residential District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 3 – Case No. VC-05-01-12 - Public Hearing for Vacation of a Portion of a Platted Utility Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, LC, owners, requesting the vacation of a portion of the platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abuts the apartment lot on the north side. This effectively establishes a 30-foot easement.

Mr. Yearout briefly reviewed the information set out in depth in the staff report regarding the history of the Hickory Hills plat, Kansas Statutes regarding vacations, and the existing 30' utility easement. The 30' utility easement is over and above the Subdivision Regulations governing the establishment and design of plats. Staff has received comments from some of the utility companies indicating they do not oppose the vacation. The City has confirmed no water or sewer lines and the applicant indicates there are no existing utilities in the portion of the easement to be vacated. Therefore, based on the fact the public will suffer no loss or inconvenience and no private rights will be injured or endangered, staff is recommending approval of the vacation.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, stated the applicant is wishing to install a retaining wall based on grading issues. The desired retaining wall will be within the area proposed for vacation. If the easement were to remain in place, any utility company would have the right to push it out. As previously stated by staff, there are no utilities in this area and no foreseen reason for this 10' portion of the 20' dedicated easement to remain in place.

Chairman Steinfert asked about the water lines relative to required fire hydrants; whether they came from the parking lot or behind the units. Mr. Osbourn stated they are located in the parking lot area. Mr. Yearout and Mr. Osbourn both confirmed the area to be vacated was not necessary for any required installation of fire hydrants or water lines.

There being no further appearances, comments or questions, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. VC-05-01-12, the request of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south ten (10) feet of the twenty (20) foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas. Commissioner Moyer seconded the motion and it passed unanimously.

Item No. 4 – Case No. VC-05-02-12 - Public Hearing for Vacation of a Platted Cross Access Easement, Junction City, Kansas.

Chairman Steinfert opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of James Sampson, owner, requesting the vacation of the platted cross access easement on Lot 3, Block 1, Sampson 2nd Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that when the Planning Commission considered this plat in the fall of 2010, the applicants were asked to establish a Cross Access easement in anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express. Since that time, the area has significantly developed as anticipated and the Cross Access easement has indeed assisted in the traffic flow for East Street and Chestnut Street. The owner now wishes to relocate the current platted easement; and by separate document, will dedicate a new cross access easement.

Mr. Yearout stated that staff is recommending approval of the vacation request based on the fact that the public will suffer no loss or inconvenience and no private rights will be injured or endangered; subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation is considered.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, representing the applicant stated that all he could say was that "architects like to change things"! The proposed building was enlarged and faced at a different angle. The cross access easement to the Holiday Inn Express will still be there, just slightly relocated.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. VC-05-02-12, the application of Kaw Valley Engineering, agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation. Commissioner Dibben seconded the motion and it passed unanimously.

Item No. 5 – Case No. SUP-05-01-12 Public Hearing requesting a Special Use Permit for massage therapy and personal fitness training, Junction City, Kansas

Chairman Steinfert opened the public hearing on the application of Audrey Vieux, owner, requesting a Special Use Permit for massage therapy and personal fitness training activities at 222 Caroline Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that Ms. Vieux wishes to establish these activities in her home and Staff has determined they do not qualify as a "home occupation"; therefore, the special use permit process was the most reasonable approach for consideration of these uses in a residential district. The only other option would be to request a commercial rezoning which undoubtedly would not be approved. Ms. Vieux has indicated the proposed operation will be located in the basement of her home and has provided pictures and an outline of the personal fitness program.

Our office has received calls from Garry Burges, Steve Roles and Richard Rothfuss, property owners in the notification area. All calls were just asking for clarification and, in the end, there were no objections; which speaks volumes for acceptable uses within a residential setting versus requiring a commercial zone change. Mr. Yearout concluded by stating that staff is recommending approval of the special use permit for reasons outlined in the staff report; subject to the limitation of one sign (*specific guidelines in staff report*).

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Audrey Vieux, 222 Caroline Court, stated she has been doing this for eight years. She is a military wife and it is much easier to work out of her home. They will be stationed here for 2-3 years and then plan to rent the property. Basically, as far as parking goes, there is a double car garage with driveway where clients can park. Ms. Vieux stated all her clients are by appointment only. She does not put her address on the web page, only a phone number. Ms. Vieux stated the fitness training program will not start until she has the necessary equipment, the yard finished and the proper insurance and documentation. No loud music is used. The group sessions will be running around the neighborhood or parks as permitted.

In response to questions from Commissioners, Ms. Vieux stated her group license is for a maximum of 5 per class; classes are 9-10 a.m. MWF and 5-6 p.m. on T & Th; the back yard is fenced because most people do not like to be seen working out; still working on getting the grass in shape; will not have any employees; agreeable to no front yard equipment; plan to rent the property when husband is reassigned; have two toddlers and will not take appointments after 7 p.m.

Commissioners discussed requiring the same type of restrictions that have been applied to the day care homes. The advisability of including no employees and setting a time frame on the Permit were discussed. Mr. Yearout stated he did not discuss a time length with the applicant because it had been assumed the property would be sold when they left. However, in light of the fact the Vieux's intend to retain the property a condition of the Permit could be that it become null and void when Ms. Vieux leaves.

There being no other appearances or questions of staff, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Gustafson moved that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to the following conditions: 1) one sign (as specified in the staff report); 2) no permanent equipment in the front yard; 3) hours of operation from 7 a.m. to 7 p.m.; 4) fenced area for training purposes; 5) no employees from outside the home; and 6) permit to become null and void if or when applicant no longer resides at 222 Caroline Court; based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 6 – Case No.TA-05-01-12, Public Hearing to consider an amendment to the Junction City and Geary County Zoning Regulations.

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations and the Geary County Zoning Regulations by deleting language referencing Family Day Care Homes and allowing Day Care Homes by right in residential districts, and asked for the staff report.

Mr. Yearout stated that most other communities required all day cares to secure a permit, none was allowed by right. However, because of Ft. Riley this area has many more day cares than other communities do. Now that KDHE has changed its licensing

standards, it no longer has a Family Day Care Home (FDC) category limited to 6 children. The minimum license a provider now receives from KDHE is a maximum of 10 children. As explained in the staff report, the proposed amendment will drop the FDC and allow a Day Care Home (DCH) maximum of 10 children by right in residential areas. Four specific "performance standards" (*set out in the staff report*) will be added for a DCH to be permitted by right.

Mr. Yearout stated that the biggest issue will be the fee. Presently the FDC fee is \$35; and all other child care facilities pay a \$100 fee. Appropriate amendments will be made to other City Code sections dealing with child care.

As the MPC is aware, numerous providers have applied to the Board of Zoning Appeals for a conditional use permit to allow the maximum of 10 children per their KDHE license. It is anticipated there will be some complaints about these changes; however, staff believes it is time to accept the situation and adjust the local policies, rules and regulations to match what is happening with KDHE.

Commissioner Watson commented that the fee of \$100 was not out of line for two different required inspections by City staff. Being a child care provider is a business providing a service to the community and the fee is part of that business' operating expenses.

Chairman Steinfort asked if the proposed amendments would be more in line with KDHE licensing standards. Mr. Yearout stated that it would because the proposal will eliminate the FDC (maximum 6), which does not exist with KDHE; and allow the DCH (maximum of 10) by right with performance standards.

Commissioner Gustafson questioned the hours of operation limitation. She suggested an option of no set hours but based perhaps upon a neighborhood complaint. Mr. Yearout explained the wording is in place to allow drop-off and pick-up outside the general operational hours. If there were a complaint, the set hours provide for enforcement, if needed. Following a brief discussion, it was the consensus of the Commission that the hours are a "guideline".

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County. Commissioner Moyer seconded the motion and it passed unanimously.

RECESS AS METROPOLITAN PLANNING COMMISSION AND CONVENE AS BOARD OF ZONING APPEALS

Commissioner Ryan moved to recess as the Metropolitan Planning Commission and convene as the Board of Zoning Appeals. Commissioner _____ seconded the motion and it carried unanimously.

5. OLD BUSINESS - None

6. NEW BUSINESS

Item No. 1 – Case No. BZACU-05-01-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that the staff report outlines the guidelines (*which this Board is more than familiar with!*) when considering an application for a conditional use permit. Based on previous cases and the proposed amendment to the Zoning Regulations, staff has come to the conclusion that “consistency” is no longer warranted and; therefore, staff is recommending approval of the conditional use permit subject to the four conditions (*performance standards*) set out in the staff report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Erin Smith, 1504 Rockledge Court, stated that she was the owner of the All Stars Day Care. She has two nieces and nephews that come after school; therefore the need to increase the maximum number of children allowed by the City Certificate.

Commissioner Gustafson asked Ms. Smith if she accepted the conditions as outlined by staff. Ms. Smith indicated in the affirmative.

There being no further appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion

Commissioner Gustafson moved that Case No. BZACU-05-01-12, the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home for a maximum of 10 children in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 2 – Case No. BZACU-05-02-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Lacey Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 413 West Vine Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, here again, the guidelines for consideration of a conditional use permit are outlined in the staff report and that staff is recommending approval subject to the four conditions as listed in the report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Lacy Landreville, 413 West Vine Street, stated she has two children of her own that count toward the six allowed by the City Certificate. She would like to be able to take care of more children.

In response to questions from Commissioners, Ms. Landreville stated that once the ground settles from a sewer line repair, the rear yard will be again fenced as a play area for the children; and had no problem with the conditions attached to the Permit.

There being no other appearances, questions or comments, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-05-02-12, the application of Lacy Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

Commissioner Dibben moved to adjourn as the Board of Zoning Appeals and reconvene as the Metropolitan Planning Commission. Commissioner Watson seconded the motion and it passed unanimously.

7. GENERAL DISCUSSION

Item No. 1a. – General Zoning Text Amendments

Mr. Yearout handed out a staff memo referencing General Zoning Text Amendments. As indicated in the memo, a couple of issues have arisen over the past month that gives pause to potential amendments to the City and County zoning regulations. One being churches and schools; and the other home occupations.

The EDC broached concerns relative to allowable locations for churches. Mr. Yearout stated that churches are allowed by right in all the residential and commercial districts, with the exception of the "CC" (*Central Commercial*) district which requires a conditional use permit; and prohibited in the "CSS" district (*adult entertainment*).

With respect to churches and schools, there is the issue of the required 200-foot separation (*required by City Code*) from any establishment dispensing alcoholic beverages. This occurred within the last year when the Nazarene Church/School located in the old _____ building across from the Napolis restaurant (*South Washington Street*) which has always carried a liquor license. Measuring from doorway to doorway exceeded the 200 feet; however, property line to property line did not. This separation requirement has been rescinded by the Kansas Statutes and ABC licensing requirements.

The proposed Dick Edwards development at I-70 and Hwy 77 is wrapped up in a Tax Increment Financing (TIF) agreement with a portion of the outer parameters available for other development. If a church or school were to locate on that property,

there would be no property or sales tax income to go toward payment of the bonds. If the anticipated income is not forthcoming and the owner defaults, it could go against the City's financial credit rating.

Mr. Yearout stated that staff is recommending that this issue regarding the 200-foot separation requirement and restricting churches and schools by either zoning classification, conditional or special use permits, or some other option be set for *discussion only* at the next meeting. At that time, the MPC can determine whether or not to schedule a public hearing for regulation amendments.

Commissioner Moyer asked if there was any type of recommendation from the EDC. Mr. Yearout stated "no" but they talked about three options: 1) churches should never be restricted; 2) churches should be restricted; and 3) the 200-foot separation issue. This is obviously a sensitive issue, which is one reason staff is recommending a "discussion only" session which may or may not help in determining whether or not any amendments are warranted to the City or County codes.

It was the consensus of the Commission to place this item on the next agenda for discussion.

Item 1b. – General Zoning Text Amendments

Mr. Yearout explained that just recently an individual has inquired about selling firearms from the home. The practice of buying and selling firearms from another state or through the internet requires the recipient to have some sort of federal ATF license. Apparently, the practice is to find a licensed "buyer" to receive the weapon and in turn pass it on to the purchaser. This could have been handled as a special use permit; however, staff believes this type of business transaction does not need to be advertised for various reasons. It would be best if handled as a "home occupation". The current restrictions on "home occupations" clearly restrict sales and distribution of merchandise from the home. But, this technically should prohibit other "sales" operations from the home such as jewelry, Mary Kay, internet sales and many other similar operations that we know exist. This needs to be address so the zoning regulations deal with the reality of what occurs within the community. Staff is suggesting a public hearing be set on a potential text amendment for home occupations.

Discussion ensued among the Commissioners regarding "monthly/weekly" garage sales, and the multiple types of sales from the home. Encourage home based businesses and still protect the integrity of residential neighborhoods. The question was raised about sales tax, and Mr. Yearout stated they do not pay a sales tax. *(Dave, I recently went to a "vendor" party and had to pay a sales tax, is it a different type? Exactly what type of taxes are they required to pay?)*

Commissioner Gustafson moved that the Metropolitan Planning Commission set a public hearing on a potential text amendment to the Zoning Regulations of Junction City concerning home occupations and the performance standards and range of activities permitted for home occupations and direct staff to draft suggested amendment and to publish the required notice of public hearing for the next meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item 2. – Commissioner Terms Expiring

Mr. Yearout stated the terms for Chairman Steinfort (*City/County appointee*), Commissioner Ryan (*City*), and Commissioner Moyer (*County*) expire next month. He asked if they wished to be considered for reappointment.

Chairman Steinfort stated he would not be seeking reappointment. He stated he has been a board member for a number of years, and is ready to step down. (*In searching the files, staff learned Mr. Steinfort started serving in January of 2000 and has been Chairman since 2006.*) This obviously includes the time prior to the consolidation of the MPC/BZA and City/County agreement to form one Board in June of 2009 as allowed by Kansas Statute.

Commissioner Ryan also politely declined. Mr. Ryan has been a board member since 2009. (*Since the meeting, Mr. Ryan has agreed to be considered for reappointment.*)

Commissioner Moyer indicated he was unsure at the moment but would let Mr. Yearout know as soon as possible. (*In searching the files, staff found that Mr. Moyer has served since November of 2005.*)

8. ADJOURNMENT

There being no further business, Commissioner Gustafson moved to adjourn. Commissioner Moyer seconded the motion and it carried unanimously. Chairman Steinfort declared the meeting adjourned at 9:52 p.m.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-05-01-12 – Request to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas

This is the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas. This property has been zoned in the “CR” Restricted Commercial District for many years, including years before any construction was ever started on this property. The “CR” Restricted Commercial District is the most restrictive commercial district in the Junction City Zoning Regulations and is restricted only to the following permitted and conditional uses:

B. Permitted Uses.

1. Books, stationery and periodicals (no adult bookstores).
2. Business and professional offices, provided that storage space accessory to such offices shall not exceed fifty percent (50%) of the gross floor area of the principal structure.
3. Child care center and preschool.
4. Churches.
5. Drug stores.
6. Medical, psychiatric and dental clinics, and guidance centers.
7. Mortuaries and funeral homes.
8. The following uses would be permitted when located in an office building or medical or dental clinic, provided such uses could be entered only from an interior lobby or hallway and there is no advertising or display visible from the exterior of the structure except a nameplate type sign not exceeding twelve (12) square feet in total area.
 - a. Barber shops.
 - b. Beauty shops.
 - c. Gift shops.

- d. Newsstands.
- e. Restaurants.
- f. Touch/therapeutic massage.

C. *Conditional Uses.*

- 1. *Research laboratories.* (Limited to research such as medical research, statistical research, etc.)
- 2. *Small animal hospital.* (No outside animal pens permitted)

The reason given for the request in rezoning is to allow a greater variety of uses for the property. The “CSR” Service Commercial Restricted District has a much more extensive listing of permitted and conditional uses, which is as follows:

B. *Permitted Uses.*

- 1. Alcoholic liquor caterers (service location).
- 2. Amusement centers, bowling alleys, roller skating rinks and miniature golf (no adult entertainment facilities).
- 3. Antique stores.
- 4. Auto supply store.
- 5. Automobile and light truck sales, services and repair.
- 6. Automotive service stations and car washes.
- 7. Barber shops and beauty shops.
- 8. Books, stationery and periodicals (no adult bookstores).
- 9. Bus depot.
- 10. Business and professional offices.
- 11. Child care center.
- 12. Churches.
- 13. Contractor's office, no equipment storage.
- 14. Drinking establishments.
- 15. Drug stores.
- 16. Dry cleaning establishments (Class "A" type as defined in the State Fire Regulations).
- 17. Florist, gift and specialty shops.
- 18. Food stores, bakeries, dairy stores, and delicatessens.
- 19. Funeral homes.
- 20. Furniture and appliance stores.
- 21. Governmental buildings, offices and emergency services.
- 22. Hardware and garden supply stores.
- 23. Ice cream store, including drive-in type.
- 24. Liquor stores (package).
- 25. Lodge hall, service and fraternal clubs.
- 26. Medical, psychological and dental clinics.
- 27. Military surplus stores.
- 28. Monument sales.

29. Motels and hotels.
30. Motorcycle sales, service and repair.
31. Music stores and music instrument sales and repair.
32. Paint, wallpaper, floor covering and decorating stores.
33. Pawn shops.
34. Pet stores and pet grooming, no outdoor kennels.
35. Physical, cultural and health services, such as private gymnasiums and reducing salons (not including massage parlors).
36. Plumbing shop.
37. Preschool.
38. Private off-street parking (lots and garages).
39. Radio and television broadcasting facilities, no towers.
40. Restaurants, including drive-in establishments.
41. Second-story residential dwelling units.
42. Self-service laundry and dry cleaning.
43. Sewing machine and yard goods sales.
44. Sporting goods sales, not including the outside storage of boats and campers.
45. Taxi cabs, office, dispatching, storage and service.
46. Touch/therapeutic massage.
47. Temporary alcoholic liquor sales.
48. Trailer rental, utility, provided that no trailer shall have a manufacturer's rating of over one (1) ton.
49. Used clothing store.
50. Used furniture, no outside storage.
51. Vending service and distributing.
52. Wholesale meat stores, no slaughtering of animals.
53. Woodworking (no more than five (5) employees).
54. YMCA, YWCA and other similar organizations as defined in Section 400.030 of this Title.

C. *Conditional Uses.*

1. Animal hospitals, provided that all pens shall be in an enclosed structure when located within three hundred (300) feet of a residential district.
2. Boats, campers and travel trailers; sales, service and rental.
3. Farm implement sales and service.
4. Junior department store with a floor area less than twenty-five thousand (25,000) square feet.
5. Lumber yard.
6. Motor banks.
7. Outdoor theaters (not including adult theaters).
8. Telephone exchanges and telephone transmission equipment structures.
9. Truck sales, service and repair of trucks having a manufacturer's rating of over one (1) ton.

This is a case that challenges the City in how to manage the use of property in a manner which allows adequate and realistic potential of the property for development and still provide the protections from uses that might be incompatible with uses of other properties in the neighborhood. In this case, the neighborhood is dominated by single-family residential uses except for the hospital and other “medically” related uses along Ash Street. All the residential properties are zoned either “RS” Suburban Residential or “RG” General Residential, which is restricted to single-family homes. The hospital is zoned “RS” Suburban Residential and all the “office uses” to the west are zoned “CR” Restricted Commercial.

The property to the east on the northeast corner of Eisenhower and Ash is zoned “CSR” Service Commercial Restricted; however it is developed as a dental office and it is a relatively small lot. It can be argued that property should be rezoned to the “CR” Restricted Commercial District in order to remove some of the potentially detrimental uses that could be established if the dental practice closed and another business tried to use the property under the potential uses allowed by the zoning district.

As can be seen from a comparison of the uses allowed within the two zoning districts, a rezoning of this property to the “CSR” Service Commercial Restricted would expand the potential uses rather significantly. Many of these uses would be a major change in the character and use pattern of the neighborhood and could present some significant challenges to the community as a whole. In particular, things such as automotive sales and repair, drinking establishments, drive-in restaurants, sporting goods sale with outside storage of boats and campers, and many other permitted uses could be very harmful to the neighborhood.

Another factor that must be kept in mind in the evaluation of this request is that the City has the authority under Kansas statutes to consider a rezoning to a more restrictive category than requested. In looking at the various commercial zoning districts, there are many that can be considered as more restrictive than the “CSR” Service Commercial Restricted. It appears from the listing of uses permitted that the commercial districts from the most restrictive of “CR” to the “CSR” district would be “CN” Neighborhood Commercial, “CS” Service Commercial, and “CSP” Special Commercial Districts. As such, it is possible for either the MPC or the City Commission to grant a rezoning to one of these zoning districts if it is determined the existing “CR” Restricted Commercial category is not appropriate. This is provided as a factor in the evaluation by the MPC and the City Commission in considering this request in a manner other than just an approval or denial. This alternative is always available when a specific rezoning is being requested with a range of change as proposed in this case.

It is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property in time. The location at Ash Street and Eisenhower Street immediately across the street from the hospital makes the uses allowed in this zoning district very appropriate. Additionally, the zoning in the area is dominated by residential and the most restricted commercial districts which has permitted the area to develop in an attractive and efficient manner without any undue burdens on the infrastructure of the City, nor any harms to the uses established. As a result, it is staff’s opinion that no change is warranted in the zoning classification of this property.

Staff Recommendation: Staff recommends this request to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial District of the property at the northwest corner of Ash Street and Eisenhower Street be recommended for denial for the reasons stated above. Further, staff recommends that no other category be recommended for rezoning of the property and that it be left in the “CR” Restricted Commercial District.

Suggested Motion:

I move that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District the property located at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF JUNCTION CITY, KANSAS FOR THE DECLARATION BY THE CITY COMMISSION OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS:

I, Pat Landis, Mayor of the City of Junction City, Kansas, hereby request that the City Commission declare that a public emergency exists requiring the final adoption and passage on June 19, 2012, the date of its introduction, of an Ordinance entitled:

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTY FROM THE RESTRICTED COMMERCIAL DISTRICT (CR) TO THE NEIGHBORHOOD COMMERCIAL DISTRICT (CN), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

The general nature of such emergency is to enable the City to complete the rezoning action in order for the owner to complete leases in the existing building that are dependent upon the rezoning which would have been completed had the first reading been done on June 5, 2012; however that did not occur because of absence of public officials involved in the matter at the June 5, 2012, meeting due to illness. This action will result in completion of the rezoning process in the same time frame as originally submitted had the City Commission taken action on June 5, 2012.

It is therefore expedient at this time that the City Commission find and declare that a public emergency exists by reason of the foregoing and that the above-entitled ordinance be finally adopted and passed on the day of its introduction.

Executed at Junction City, Kansas on this 19th day of June, 2012.

Pat Landis, Mayor

(SEAL)

ATTEST:

Tyler Ficken, City Clerk

ORDINANCE NO. S-3109

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTY FROM THE RESTRICTED COMMERCIAL DISTRICT (CR) TO THE NEIGHBORHOOD COMMERCIAL DISTRICT (CN), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the Ron and Rebecca Bramlage, owners, to rezone certain property within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on May 10, 2012, and, by a majority vote of members present, recommended the property in question be rezoned;

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

Section 1. That the property located at the northwest corner of Ash Street and Eisenhower Street within the City of Junction City, Geary County, Kansas, and described as follows:

DESCRIPTION:

Lots 1 and 2 of the Bramlage Addition to the City of Junction City, Kansas, being a replat of Lot 2, Block 4, Westside Slopes Addition and a portion of Lot 11 and all of Lot 16, Block 6 of Rimrock Addition Unit No. 2.

be, and the same is, hereby ordered rezoned from its present classification of Restricted Commercial District (CR) to Neighborhood Commercial District (CN) as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Neighborhood Commercial (CN).

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- f. Consideration of Ordinance S-3110 to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction city, KS, from “CSP” Special Commercial District to “RM” Multiple Family Residential District. Planning & Zoning Administrator Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. Z-05-02-12 – Rezoning of numerous properties on the south side of 8th Street and on either side of Eisenhower Street from “CSP” Special Commercial District to “RM” Multiple Family Residential District – (S-3110)

Issue: Consideration of the case initiated by the Metropolitan Planning Commission to rezone the non-commercial properties on the south side of 8th Street either side of Eisenhower Street in Junction City, Kansas, from “CSP” Special Commercial District to “RM” Multiple Family Residential District. There are 20 individual properties affected by this rezoning, with most of existing uses being single-family residences. Those properties that are used commercially are not affected by this rezoning. As has been noted on several occasions recently, residential properties that are zoned commercial have difficulty in being sold because the residences are nonconforming under the Zoning Regulations and, in the event of the loss of the structure, can not be rebuilt as a residence. This rezoning removes that restriction and makes the zoning classification the consistent with the existing uses. This case was first considered by the City Commission on June 5, 2012, and was continued to this meeting. It is recommended it proceed under the normal procedure.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Special Considerations: No one spoke in favor or in opposition to the proposed change.

Staff Recommendation: Accept the recommendation of the MPC and approve the first reading of the Ordinance, which will ultimately rezone the affected properties.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3110, an ordinance rezoning from “CSP” Special Commercial District to “RM” Multiple Family Residential District numerous properties located on the south side of 8th Street either side of Eisenhower Street, Junction City, Kansas, as identified in said ordinance, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Ordinance S-3110

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**May 10, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Mike Ryan
Mike Watson
Mike Steinfort

**Members
(Absent)**

Ken Mortensen

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chairman Steinfort called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Mortensen.

2. APPROVAL OF MINUTES

Commissioner Gustafson moved to approve the minutes of the April 12, 2012, meeting as written. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS - None

4. NEW BUSINESS

Item No. 1 – Case No. Z-05-01-12 - Public Hearing to Rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted.

Chairman Steinfort opened the public hearing on the application of Ron and Rebecca Bramlage, owners, requesting to rezone the property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District and asked for the staff report.

Mr. Yearout stated this property has been zoned “CR” for many years. This classification is the most restrictive of the commercial zones, with only eight permitted uses and two by conditional use permit. The “CSR” district is the one of the broadest classification that lists 54 different permitted uses; along with another 9 by conditional use permit. The neighborhood is dominated by single-family residential uses zoned either “RS” or “RG”, which is restricted to single-family homes. The hospital is zoned “RS” and all the “office uses” to the west are zoned “CR”. The property on the northeast corner of Eisenhower and Ash is zoned “CSR”; however it is developed as a dental office and a relatively small lot. The current use as a dental office is allowed in the “CR” district.

The existing building was established a year ago as a spec building and a portion has been occupied. To the west is another pad for a future building at a lower level. The request for the "CSR" district is to broaden the potential for tenants in the building.

Mr. Yearout stated it is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property; it just may take longer than the owner wishes. As previously stated, the area is dominated by residential uses; but because of the hospital, low impact commercial development has continued without any undue burdens on the infrastructure of the City or any harm to the uses established. For these reasons, staff is recommending that the request to rezone to the "CSR" district be denied. Mr. Yearout stated that the owner did receive a copy of the staff report.

Mr. Yearout informed the Commission they have three options available in making a recommendation to the City Commission. The Commission may recommend approval of the application as submitted; it may recommend denial of the application as submitted; or it may recommend a change to a more restrictive classification than requested. As explained in more detail in the staff report, the Commission could opt to recommend the "CN", Neighborhood Commercial, "CS" Service Commercial, or the "CSP" Special Commercial districts. This option is always available any time there is a request for a rezoning.

Commissioner Gustafson asked what was allowed in the three Zoning Districts staff has identified. Mr. Yearout stated there were 18 uses by right and 4 uses by Conditional Use Permit in the "CN" district; 43 uses by right and 6 uses by Conditional Use Permit in the "CSP" district; and, 52 uses by right and 12 uses by Conditional Use Permit in the "CS" district. At the request of the Commission, Mr. Yearout read the uses listed in the "CN" district. Several Commissioners and staff engaged in a discussion regarding the differences between the uses in the different classifications.

There being no further questions of staff, Chairman Steinfort opened the hearing for public comment.

Clint Francis, 308 Linden Street, Clifton, KS; stated he works for the Bramlage's. Mr. Bramlage and his attorney are out of town; therefore, Mr. Francis was present as the representative for the applicant. Mr. Francis stated they were surprised about the staff report. There has been little interest in the property for the last five years; therefore, the decision was made to go ahead and build a spec building. Currently there is one tenant and they feel they have not had much success in getting the other spaces filled due to the use limitations of the current zoning.

The property across Eisenhower Street is zoned "CSR" and has been that way for some time and nothing detrimental has happened to the neighborhood. The "CSR" zone would allow more use options and the owners could use their good judgment to get tenants. The traffic count is not high enough to attract any of the "undesirable" uses.

There are two potential tenants but the uses are not permitted in the "CR" zoning district. One is for a self-service Laundromat like the one on North Washington which would be good for the neighborhood. The other is a carpet warehouse with a showroom. These two uses could be allowed without any negative impact on the surrounding properties. As a negative impact use in the requested "CSR" district, the

staff report states on page 4 , paragraph 3, “sporting goods sale with outside storage . . .”; is incorrect. It should read; “sporting goods sales, *not including* outside storage . . .”.

Mr. Francis concluded by stating that the owner is asking for the zone change to open up the area for more uses. The uses that would be considered detrimental would need a higher traffic count and would not fit into this area.

There being no further public appearances, Chairman Steinfort closed the public hearing.

Mr. Yearout informed the Commission he had received an inquiry call from the Hospital administration; after explanation, no objection was expressed.

Discussion and comments ensued regarding the intended use of a Laundromat would be ideal for the area. If the property were to sell, there are too many allowable uses in the “CSR” district that could be detrimental to the area. The spec building design fits well and enhances the area. This building is located at a busy intersection and eventually appropriate tenants will chose to locate in this area; however, the current owner needs tenants now and the “CN” district would allow a Laundromat and/or carpet store. The fact that the property across the street is zoned “CSR”; however, the current use of a dental office and previous use of a drug store are allowed in the “CR” District. General discussion continued along these lines.

Chairman Steinfort asked if the special use permit option could be done. Mr. Yearout stated that was a possibility; however, a potential tenant usually would not be willing to wait 60 to 90 days before knowing whether it was approved. Mr. Yearout pointed out that each proposed use would be required to go through the public hearing process, which is time consuming.

Commissioner Dibben asked staff’s opinion about recommending the “CN” zone. Mr. Yearout responded that it would more than double the uses but not the full big “laundry list” of undesirable uses. He stated that he struggled a long time whether to recommend denial or the option of the “CN” district. At the staff level it is only a recommendation, both the MPC and the Governing Body have done differently. The economy has been slow for the past few years; but it is improving. Staff understands the desire of the owner to obtain viable tenants. This is a good location with a lot of traffic along Eisenhower and Ash Streets. There is a lot of activity going on in the area. The building is attractive and appropriate uses for the area will happen.

Discussion continued. Commissioner Dibben asked Mr. Francis if the owner would be amenable to accepting the “CN” classification. Mr. Francis stated it would “get them down the road”. He stated they understand the concerns of the community regarding the “CSR” district. He indicated that the special use permit makes everything take too long. The “CN” district would at least allow the owner to proceed with what they have in mind.

There being no further discussion or questions, Chairman Steinfort called for a motion.

Commissioner Gustafson moved that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District be

amended to “CN” Neighborhood Commercial District for property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for approval by the City Commission based on the information presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. Z-05-02-12 - Public Hearing to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the residential properties in the vicinity of West 8th Street and Eisenhower Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, in a “nutshell”, this case was initiated by the Commission for the same reasons for the homes along 7th Street earlier this year to place the homes in a residential zoning to remove the nonconformity which virtually makes financing the single-family homes impossible. (*Legal aspects fully set out in the staff report.*) There are 20 individual properties affected by this rezoning. These homes are adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month (Case No. Z-04-01-12) to facilitate sale of the property.

Since the staff report, one call was received; after explanation, no objection was made. However, just as before, if a landowner wishes to retain the commercial zoning they may. To date, there has been no such request. Mr. Yearout stated that staff is recommending approval of the rezoning.

There being no questions of staff, Chairman Steinfort opened the hearing for public comments. There being no appearances, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-05-02-12, initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower Street from “CSP” Special Commercial District to “RM” Multiple Family Residential District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 3 – Case No. VC-05-01-12 - Public Hearing for Vacation of a Portion of a Platted Utility Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, LC, owners, requesting the vacation of a portion of the platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abuts the apartment lot on the north side. This effectively establishes a 30-foot easement.

Mr. Yearout briefly reviewed the information set out in depth in the staff report regarding the history of the Hickory Hills plat, Kansas Statutes regarding vacations, and the existing 30' utility easement. The 30' utility easement is over and above the Subdivision Regulations governing the establishment and design of plats. Staff has received comments from some of the utility companies indicating they do not oppose the vacation. The City has confirmed no water or sewer lines and the applicant indicates there are no existing utilities in the portion of the easement to be vacated. Therefore, based on the fact the public will suffer no loss or inconvenience and no private rights will be injured or endangered, staff is recommending approval of the vacation.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, stated the applicant is wishing to install a retaining wall based on grading issues. The desired retaining wall will be within the area proposed for vacation. If the easement were to remain in place, any utility company would have the right to push it out. As previously stated by staff, there are no utilities in this area and no foreseen reason for this 10' portion of the 20' dedicated easement to remain in place.

Chairman Steinfert asked about the water lines relative to required fire hydrants; whether they came from the parking lot or behind the units. Mr. Osbourn stated they are located in the parking lot area. Mr. Yearout and Mr. Osbourn both confirmed the area to be vacated was not necessary for any required installation of fire hydrants or water lines.

There being no further appearances, comments or questions, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. VC-05-01-12, the request of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south ten (10) feet of the twenty (20) foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas. Commissioner Moyer seconded the motion and it passed unanimously.

Item No. 4 – Case No. VC-05-02-12 - Public Hearing for Vacation of a Platted Cross Access Easement, Junction City, Kansas.

Chairman Steinfert opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of James Sampson, owner, requesting the vacation of the platted cross access easement on Lot 3, Block 1, Sampson 2nd Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that when the Planning Commission considered this plat in the fall of 2010, the applicants were asked to establish a Cross Access easement in anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express. Since that time, the area has significantly developed as anticipated and the Cross Access easement has indeed assisted in the traffic flow for East Street and Chestnut Street. The owner now wishes to relocate the current platted easement; and by separate document, will dedicate a new cross access easement.

Mr. Yearout stated that staff is recommending approval of the vacation request based on the fact that the public will suffer no loss or inconvenience and no private rights will be injured or endangered; subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation is considered.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, representing the applicant stated that all he could say was that "architects like to change things"! The proposed building was enlarged and faced at a different angle. The cross access easement to the Holiday Inn Express will still be there, just slightly relocated.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. VC-05-02-12, the application of Kaw Valley Engineering, agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation. Commissioner Dibben seconded the motion and it passed unanimously.

Item No. 5 – Case No. SUP-05-01-12 Public Hearing requesting a Special Use Permit for massage therapy and personal fitness training, Junction City, Kansas

Chairman Steinfert opened the public hearing on the application of Audrey Vieux, owner, requesting a Special Use Permit for massage therapy and personal fitness training activities at 222 Caroline Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that Ms. Vieux wishes to establish these activities in her home and Staff has determined they do not qualify as a "home occupation"; therefore, the special use permit process was the most reasonable approach for consideration of these uses in a residential district. The only other option would be to request a commercial rezoning which undoubtedly would not be approved. Ms. Vieux has indicated the proposed operation will be located in the basement of her home and has provided pictures and an outline of the personal fitness program.

Our office has received calls from Garry Burges, Steve Roles and Richard Rothfuss, property owners in the notification area. All calls were just asking for clarification and, in the end, there were no objections; which speaks volumes for acceptable uses within a residential setting versus requiring a commercial zone change. Mr. Yearout concluded by stating that staff is recommending approval of the special use permit for reasons outlined in the staff report; subject to the limitation of one sign (*specific guidelines in staff report*).

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Audrey Vieux, 222 Caroline Court, stated she has been doing this for eight years. She is a military wife and it is much easier to work out of her home. They will be stationed here for 2-3 years and then plan to rent the property. Basically, as far as parking goes, there is a double car garage with driveway where clients can park. Ms. Vieux stated all her clients are by appointment only. She does not put her address on the web page, only a phone number. Ms. Vieux stated the fitness training program will not start until she has the necessary equipment, the yard finished and the proper insurance and documentation. No loud music is used. The group sessions will be running around the neighborhood or parks as permitted.

In response to questions from Commissioners, Ms. Vieux stated her group license is for a maximum of 5 per class; classes are 9-10 a.m. MWF and 5-6 p.m. on T & Th; the back yard is fenced because most people do not like to be seen working out; still working on getting the grass in shape; will not have any employees; agreeable to no front yard equipment; plan to rent the property when husband is reassigned; have two toddlers and will not take appointments after 7 p.m.

Commissioners discussed requiring the same type of restrictions that have been applied to the day care homes. The advisability of including no employees and setting a time frame on the Permit were discussed. Mr. Yearout stated he did not discuss a time length with the applicant because it had been assumed the property would be sold when they left. However, in light of the fact the Vieux's intend to retain the property a condition of the Permit could be that it become null and void when Ms. Vieux leaves.

There being no other appearances or questions of staff, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Gustafson moved that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to the following conditions: 1) one sign (as specified in the staff report); 2) no permanent equipment in the front yard; 3) hours of operation from 7 a.m. to 7 p.m.; 4) fenced area for training purposes; 5) no employees from outside the home; and 6) permit to become null and void if or when applicant no longer resides at 222 Caroline Court; based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 6 – Case No.TA-05-01-12, Public Hearing to consider an amendment to the Junction City and Geary County Zoning Regulations.

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations and the Geary County Zoning Regulations by deleting language referencing Family Day Care Homes and allowing Day Care Homes by right in residential districts, and asked for the staff report.

Mr. Yearout stated that most other communities required all day cares to secure a permit, none was allowed by right. However, because of Ft. Riley this area has many more day cares than other communities do. Now that KDHE has changed its licensing

standards, it no longer has a Family Day Care Home (FDC) category limited to 6 children. The minimum license a provider now receives from KDHE is a maximum of 10 children. As explained in the staff report, the proposed amendment will drop the FDC and allow a Day Care Home (DCH) maximum of 10 children by right in residential areas. Four specific "performance standards" (*set out in the staff report*) will be added for a DCH to be permitted by right.

Mr. Yearout stated that the biggest issue will be the fee. Presently the FDC fee is \$35; and all other child care facilities pay a \$100 fee. Appropriate amendments will be made to other City Code sections dealing with child care.

As the MPC is aware, numerous providers have applied to the Board of Zoning Appeals for a conditional use permit to allow the maximum of 10 children per their KDHE license. It is anticipated there will be some complaints about these changes; however, staff believes it is time to accept the situation and adjust the local policies, rules and regulations to match what is happening with KDHE.

Commissioner Watson commented that the fee of \$100 was not out of line for two different required inspections by City staff. Being a child care provider is a business providing a service to the community and the fee is part of that business' operating expenses.

Chairman Steinfort asked if the proposed amendments would be more in line with KDHE licensing standards. Mr. Yearout stated that it would because the proposal will eliminate the FDC (maximum 6), which does not exist with KDHE; and allow the DCH (maximum of 10) by right with performance standards.

Commissioner Gustafson questioned the hours of operation limitation. She suggested an option of no set hours but based perhaps upon a neighborhood complaint. Mr. Yearout explained the wording is in place to allow drop-off and pick-up outside the general operational hours. If there were a complaint, the set hours provide for enforcement, if needed. Following a brief discussion, it was the consensus of the Commission that the hours are a "guideline".

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County. Commissioner Moyer seconded the motion and it passed unanimously.

RECESS AS METROPOLITAN PLANNING COMMISSION AND CONVENE AS BOARD OF ZONING APPEALS

Commissioner Ryan moved to recess as the Metropolitan Planning Commission and convene as the Board of Zoning Appeals. Commissioner _____ seconded the motion and it carried unanimously.

5. OLD BUSINESS - None

6. NEW BUSINESS

Item No. 1 – Case No. BZACU-05-01-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that the staff report outlines the guidelines (*which this Board is more than familiar with!*) when considering an application for a conditional use permit. Based on previous cases and the proposed amendment to the Zoning Regulations, staff has come to the conclusion that “consistency” is no longer warranted and; therefore, staff is recommending approval of the conditional use permit subject to the four conditions (*performance standards*) set out in the staff report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Erin Smith, 1504 Rockledge Court, stated that she was the owner of the All Stars Day Care. She has two nieces and nephews that come after school; therefore the need to increase the maximum number of children allowed by the City Certificate.

Commissioner Gustafson asked Ms. Smith if she accepted the conditions as outlined by staff. Ms. Smith indicated in the affirmative.

There being no further appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion

Commissioner Gustafson moved that Case No. BZACU-05-01-12, the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home for a maximum of 10 children in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 2 – Case No. BZACU-05-02-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Lacey Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 413 West Vine Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, here again, the guidelines for consideration of a conditional use permit are outlined in the staff report and that staff is recommending approval subject to the four conditions as listed in the report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Lacy Landreville, 413 West Vine Street, stated she has two children of her own that count toward the six allowed by the City Certificate. She would like to be able to take care of more children.

In response to questions from Commissioners, Ms. Landreville stated that once the ground settles from a sewer line repair, the rear yard will be again fenced as a play area for the children; and had no problem with the conditions attached to the Permit.

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-05-02-12, the application of Lacy Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

Commissioner Dibben moved to adjourn as the Board of Zoning Appeals and reconvene as the Metropolitan Planning Commission. Commissioner Watson seconded the motion and it passed unanimously.

7. GENERAL DISCUSSION

Item No. 1a. – General Zoning Text Amendments

Mr. Yearout handed out a staff memo referencing General Zoning Text Amendments. As indicated in the memo, a couple of issues have arisen over the past month that gives pause to potential amendments to the City and County zoning regulations. One being churches and schools; and the other home occupations.

The EDC broached concerns relative to allowable locations for churches. Mr. Yearout stated that churches are allowed by right in all the residential and commercial districts, with the exception of the "CC" (*Central Commercial*) district which requires a conditional use permit; and prohibited in the "CSS" district (*adult entertainment*).

With respect to churches and schools, there is the issue of the required 200-foot separation (*required by City Code*) from any establishment dispensing alcoholic beverages. This occurred within the last year when the Nazarene Church/School located in the old _____ building across from the Napolis restaurant (*South Washington Street*) which has always carried a liquor license. Measuring from doorway to doorway exceeded the 200 feet; however, property line to property line did not. This separation requirement has been rescinded by the Kansas Statutes and ABC licensing requirements.

The proposed Dick Edwards development at I-70 and Hwy 77 is wrapped up in a Tax Increment Financing (TIF) agreement with a portion of the outer parameters available for other development. If a church or school were to locate on that property,

there would be no property or sales tax income to go toward payment of the bonds. If the anticipated income is not forthcoming and the owner defaults, it could go against the City's financial credit rating.

Mr. Yearout stated that staff is recommending that this issue regarding the 200-foot separation requirement and restricting churches and schools by either zoning classification, conditional or special use permits, or some other option be set for *discussion only* at the next meeting. At that time, the MPC can determine whether or not to schedule a public hearing for regulation amendments.

Commissioner Moyer asked if there was any type of recommendation from the EDC. Mr. Yearout stated "no" but they talked about three options: 1) churches should never be restricted; 2) churches should be restricted; and 3) the 200-foot separation issue. This is obviously a sensitive issue, which is one reason staff is recommending a "discussion only" session which may or may not help in determining whether or not any amendments are warranted to the City or County codes.

It was the consensus of the Commission to place this item on the next agenda for discussion.

Item 1b. – General Zoning Text Amendments

Mr. Yearout explained that just recently an individual has inquired about selling firearms from the home. The practice of buying and selling firearms from another state or through the internet requires the recipient to have some sort of federal ATF license. Apparently, the practice is to find a licensed "buyer" to receive the weapon and in turn pass it on to the purchaser. This could have been handled as a special use permit; however, staff believes this type of business transaction does not need to be advertised for various reasons. It would be best if handled as a "home occupation". The current restrictions on "home occupations" clearly restrict sales and distribution of merchandise from the home. But, this technically should prohibit other "sales" operations from the home such as jewelry, Mary Kay, internet sales and many other similar operations that we know exist. This needs to be address so the zoning regulations deal with the reality of what occurs within the community. Staff is suggesting a public hearing be set on a potential text amendment for home occupations.

Discussion ensued among the Commissioners regarding "monthly/weekly" garage sales, and the multiple types of sales from the home. Encourage home based businesses and still protect the integrity of residential neighborhoods. The question was raised about sales tax, and Mr. Yearout stated they do not pay a sales tax. *(Dave, I recently went to a "vendor" party and had to pay a sales tax, is it a different type? Exactly what type of taxes are they required to pay?)*

Commissioner Gustafson moved that the Metropolitan Planning Commission set a public hearing on a potential text amendment to the Zoning Regulations of Junction City concerning home occupations and the performance standards and range of activities permitted for home occupations and direct staff to draft suggested amendment and to publish the required notice of public hearing for the next meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item 2. – Commissioner Terms Expiring

Mr. Yearout stated the terms for Chairman Steinfort (*City/County appointee*), Commissioner Ryan (*City*), and Commissioner Moyer (*County*) expire next month. He asked if they wished to be considered for reappointment.

Chairman Steinfort stated he would not be seeking reappointment. He stated he has been a board member for a number of years, and is ready to step down. (*In searching the files, staff learned Mr. Steinfort started serving in January of 2000 and has been Chairman since 2006.*) This obviously includes the time prior to the consolidation of the MPC/BZA and City/County agreement to form one Board in June of 2009 as allowed by Kansas Statute.

Commissioner Ryan also politely declined. Mr. Ryan has been a board member since 2009. (*Since the meeting, Mr. Ryan has agreed to be considered for reappointment.*)

Commissioner Moyer indicated he was unsure at the moment but would let Mr. Yearout know as soon as possible. (*In searching the files, staff found that Mr. Moyer has served since November of 2005.*)

8. ADJOURNMENT

There being no further business, Commissioner Gustafson moved to adjourn. Commissioner Moyer seconded the motion and it carried unanimously. Chairman Steinfort declared the meeting adjourned at 9:52 p.m.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-05-02-12 – Request of the Metropolitan Planning Commission to rezone the residentially used properties on the south side of 8th Street on either side of Eisenhower from “CSP” Special Commercial District to “RM” Multiple Family Residential.

This is the request initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower from “CSP” Special Commercial District to “RM” Multiple Family Residential. There are 20 individual properties affected by this rezoning. All of the properties are used for single-family homes.

There have been no calls from affected landowners in this area. However, just as before, if a landowner wishes to retain the commercial zoning, they may do so but we will need to identify that parcel.

As has been discussed before, the changes in the requirements for financing single-family homes has been made virtually impossible for most people to obtain conventional financing when the property associated with the single-family home is zoned commercial. The home itself is “grandfathered” and the City has no authority to order it be removed. But in the event the home is destroyed beyond 50% of its value, the City has no authority to issue a building permit for the single-family home to be rebuilt. Just as was done for the homes along 7th Street earlier this year, this action is intended to place these homes in a residential zoning to remove the nonconformity. These homes are also adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month.

Staff Recommendation: Staff recommends this request to rezone all the residentially used properties on the south side of 8th Street on either side of Eisenhower be recommended for approval for the reasons stated above.

Suggested Motion:

I move that Case No. Z-05-02-12, concerning the request initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower from “CSP” Special Commercial District to “RM” Multiple Family Residential be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

ORDINANCE NO. S-3110

AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTIES FROM THE SPECIAL COMMERCIAL DISTRICT (CSP) AND DUPLEX RESIDENTIAL DISTRICT (RD) TO THE MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application was initiated by the Junction City/Geary County Metropolitan Planning Commission to rezone certain properties within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on May 10, 2012, and, by a majority vote of members present, recommended the property in question be rezoned;

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

Section 1. That the properties used residentially that are located on the south side of 8th Street on either side of Eisenhower Street within the City of Junction City, Geary County, Kansas, and described as follows or with the following addresses whose legal descriptions are on file with the City Planning and Zoning Department:

DESCRIPTION:

In the Fay Allen Plat to Junction City, Kansas: All of lots 2, 3, 4, 5, 6, 7, 8, 9 and 10.

In the Westside Addition to Junction City, Kansas: All of lots 11, 12, 13 and 14 north of K-18 Highway (Whitney Road).

ADDRESSES:

609 North Eisenhower; 613 North Eisenhower; 617 North Eisenhower; 933 West 8th Street; and 935 West 8th Street.

be, and the same are, hereby ordered rezoned from its present classifications of Special Commercial District (CSP) and Duplex Residential District (RD) to Multiple Family Residential District (RM) as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Multiple Family Residential (RM).

Ordinance No. S-3105

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- g. Consideration of Ordinance S-3111 a request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Ct. Planning & Zoning Administrator Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. SUP-05-01-12 – Granting a Special Use Permit for the establishment of a massage therapy and personal fitness training operation at 222 Caroline Court – (S-3111)

Issue: Consideration of request of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas. This is a relatively new home in the Michael’s Run Addition. These uses are slightly more intensive than what would be permitted as a home occupation. The Special Use Permit allows the City to consider requests such as this in a manner that avoids the potential request to rezone the property to a commercial classification. This case was first considered by the City Commission on June 5, 2012, and was continued to this meeting. It is recommended it proceed under the normal procedure.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a Special Use Permit application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby granting the Special Use Permit subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and deny the Special Use Permit.

Special Considerations: No one spoke in opposition to this request.

Staff Recommendation: Accept the recommendation of the MPC and approve the first reading of the Ordinance that will grant the Special Use Permit.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3111, an ordinance granting a Special Use Permit to Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Ordinance S-3111

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**May 10, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Mike Ryan
Mike Watson
Mike Steinfort

**Members
(Absent)**

Ken Mortensen

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chairman Steinfort called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Mortensen.

2. APPROVAL OF MINUTES

Commissioner Gustafson moved to approve the minutes of the April 12, 2012, meeting as written. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS - None

4. NEW BUSINESS

Item No. 1 – Case No. Z-05-01-12 - Public Hearing to Rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted.

Chairman Steinfort opened the public hearing on the application of Ron and Rebecca Bramlage, owners, requesting to rezone the property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District and asked for the staff report.

Mr. Yearout stated this property has been zoned “CR” for many years. This classification is the most restrictive of the commercial zones, with only eight permitted uses and two by conditional use permit. The “CSR” district is the one of the broadest classification that lists 54 different permitted uses; along with another 9 by conditional use permit. The neighborhood is dominated by single-family residential uses zoned either “RS” or “RG”, which is restricted to single-family homes. The hospital is zoned “RS” and all the “office uses” to the west are zoned “CR”. The property on the northeast corner of Eisenhower and Ash is zoned “CSR”; however it is developed as a dental office and a relatively small lot. The current use as a dental office is allowed in the “CR” district.

The existing building was established a year ago as a spec building and a portion has been occupied. To the west is another pad for a future building at a lower level. The request for the "CSR" district is to broaden the potential for tenants in the building.

Mr. Yearout stated it is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property; it just may take longer than the owner wishes. As previously stated, the area is dominated by residential uses; but because of the hospital, low impact commercial development has continued without any undue burdens on the infrastructure of the City or any harm to the uses established. For these reasons, staff is recommending that the request to rezone to the "CSR" district be denied. Mr. Yearout stated that the owner did receive a copy of the staff report.

Mr. Yearout informed the Commission they have three options available in making a recommendation to the City Commission. The Commission may recommend approval of the application as submitted; it may recommend denial of the application as submitted; or it may recommend a change to a more restrictive classification than requested. As explained in more detail in the staff report, the Commission could opt to recommend the "CN", Neighborhood Commercial, "CS" Service Commercial, or the "CSP" Special Commercial districts. This option is always available any time there is a request for a rezoning.

Commissioner Gustafson asked what was allowed in the three Zoning Districts staff has identified. Mr. Yearout stated there were 18 uses by right and 4 uses by Conditional Use Permit in the "CN" district; 43 uses by right and 6 uses by Conditional Use Permit in the "CSP" district; and, 52 uses by right and 12 uses by Conditional Use Permit in the "CS" district. At the request of the Commission, Mr. Yearout read the uses listed in the "CN" district. Several Commissioners and staff engaged in a discussion regarding the differences between the uses in the different classifications.

There being no further questions of staff, Chairman Steinfort opened the hearing for public comment.

Clint Francis, 308 Linden Street, Clifton, KS; stated he works for the Bramlage's. Mr. Bramlage and his attorney are out of town; therefore, Mr. Francis was present as the representative for the applicant. Mr. Francis stated they were surprised about the staff report. There has been little interest in the property for the last five years; therefore, the decision was made to go ahead and build a spec building. Currently there is one tenant and they feel they have not had much success in getting the other spaces filled due to the use limitations of the current zoning.

The property across Eisenhower Street is zoned "CSR" and has been that way for some time and nothing detrimental has happened to the neighborhood. The "CSR" zone would allow more use options and the owners could use their good judgment to get tenants. The traffic count is not high enough to attract any of the "undesirable" uses.

There are two potential tenants but the uses are not permitted in the "CR" zoning district. One is for a self-service Laundromat like the one on North Washington which would be good for the neighborhood. The other is a carpet warehouse with a showroom. These two uses could be allowed without any negative impact on the surrounding properties. As a negative impact use in the requested "CSR" district, the

staff report states on page 4 , paragraph 3, “sporting goods sale with outside storage . . .”; is incorrect. It should read; “sporting goods sales, *not including* outside storage . . .”.

Mr. Francis concluded by stating that the owner is asking for the zone change to open up the area for more uses. The uses that would be considered detrimental would need a higher traffic count and would not fit into this area.

There being no further public appearances, Chairman Steinfert closed the public hearing.

Mr. Yearout informed the Commission he had received an inquiry call from the Hospital administration; after explanation, no objection was expressed.

Discussion and comments ensued regarding the intended use of a Laundromat would be ideal for the area. If the property were to sell, there are too many allowable uses in the “CSR” district that could be detrimental to the area. The spec building design fits well and enhances the area. This building is located at a busy intersection and eventually appropriate tenants will chose to locate in this area; however, the current owner needs tenants now and the “CN” district would allow a Laundromat and/or carpet store. The fact that the property across the street is zoned “CSR”; however, the current use of a dental office and previous use of a drug store are allowed in the “CR” District. General discussion continued along these lines.

Chairman Steinfert asked if the special use permit option could be done. Mr. Yearout stated that was a possibility; however, a potential tenant usually would not be willing to wait 60 to 90 days before knowing whether it was approved. Mr. Yearout pointed out that each proposed use would be required to go through the public hearing process, which is time consuming.

Commissioner Dibben asked staff’s opinion about recommending the “CN” zone. Mr. Yearout responded that it would more than double the uses but not the full big “laundry list” of undesirable uses. He stated that he struggled a long time whether to recommend denial or the option of the “CN” district. At the staff level it is only a recommendation, both the MPC and the Governing Body have done differently. The economy has been slow for the past few years; but it is improving. Staff understands the desire of the owner to obtain viable tenants. This is a good location with a lot of traffic along Eisenhower and Ash Streets. There is a lot of activity going on in the area. The building is attractive and appropriate uses for the area will happen.

Discussion continued. Commissioner Dibben asked Mr. Francis if the owner would be amenable to accepting the “CN” classification. Mr. Francis stated it would “get them down the road”. He stated they understand the concerns of the community regarding the “CSR” district. He indicated that the special use permit makes everything take too long. The “CN” district would at least allow the owner to proceed with what they have in mind.

There being no further discussion or questions, Chairman Steinfert called for a motion.

Commissioner Gustafson moved that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District be

amended to "CN" Neighborhood Commercial District for property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for approval by the City Commission based on the information presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. Z-05-02-12 - Public Hearing to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the residential properties in the vicinity of West 8th Street and Eisenhower Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, in a "nutshell", this case was initiated by the Commission for the same reasons for the homes along 7th Street earlier this year to place the homes in a residential zoning to remove the nonconformity which virtually makes financing the single-family homes impossible. (*Legal aspects fully set out in the staff report.*) There are 20 individual properties affected by this rezoning. These homes are adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month (Case No. Z-04-01-12) to facilitate sale of the property.

Since the staff report, one call was received; after explanation, no objection was made. However, just as before, if a landowner wishes to retain the commercial zoning they may. To date, there has been no such request. Mr. Yearout stated that staff is recommending approval of the rezoning.

There being no questions of staff, Chairman Steinfort opened the hearing for public comments. There being no appearances, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-05-02-12, initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower Street from "CSP" Special Commercial District to "RM" Multiple Family Residential District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 3 – Case No. VC-05-01-12 - Public Hearing for Vacation of a Portion of a Platted Utility Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, LC, owners, requesting the vacation of a portion of the platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abuts the apartment lot on the north side. This effectively establishes a 30-foot easement.

Mr. Yearout briefly reviewed the information set out in depth in the staff report regarding the history of the Hickory Hills plat, Kansas Statutes regarding vacations, and the existing 30' utility easement. The 30' utility easement is over and above the Subdivision Regulations governing the establishment and design of plats. Staff has received comments from some of the utility companies indicating they do not oppose the vacation. The City has confirmed no water or sewer lines and the applicant indicates there are no existing utilities in the portion of the easement to be vacated. Therefore, based on the fact the public will suffer no loss or inconvenience and no private rights will be injured or endangered, staff is recommending approval of the vacation.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, stated the applicant is wishing to install a retaining wall based on grading issues. The desired retaining wall will be within the area proposed for vacation. If the easement were to remain in place, any utility company would have the right to push it out. As previously stated by staff, there are no utilities in this area and no foreseen reason for this 10' portion of the 20' dedicated easement to remain in place.

Chairman Steinfert asked about the water lines relative to required fire hydrants; whether they came from the parking lot or behind the units. Mr. Osbourn stated they are located in the parking lot area. Mr. Yearout and Mr. Osbourn both confirmed the area to be vacated was not necessary for any required installation of fire hydrants or water lines.

There being no further appearances, comments or questions, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. VC-05-01-12, the request of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south ten (10) feet of the twenty (20) foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas. Commissioner Moyer seconded the motion and it passed unanimously.

Item No. 4 – Case No. VC-05-02-12 - Public Hearing for Vacation of a Platted Cross Access Easement, Junction City, Kansas.

Chairman Steinfert opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of James Sampson, owner, requesting the vacation of the platted cross access easement on Lot 3, Block 1, Sampson 2nd Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that when the Planning Commission considered this plat in the fall of 2010, the applicants were asked to establish a Cross Access easement in anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express. Since that time, the area has significantly developed as anticipated and the Cross Access easement has indeed assisted in the traffic flow for East Street and Chestnut Street. The owner now wishes to relocate the current platted easement; and by separate document, will dedicate a new cross access easement.

Mr. Yearout stated that staff is recommending approval of the vacation request based on the fact that the public will suffer no loss or inconvenience and no private rights will be injured or endangered; subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation is considered.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, representing the applicant stated that all he could say was that "architects like to change things"! The proposed building was enlarged and faced at a different angle. The cross access easement to the Holiday Inn Express will still be there, just slightly relocated.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. VC-05-02-12, the application of Kaw Valley Engineering, agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation. Commissioner Dibben seconded the motion and it passed unanimously.

Item No. 5 – Case No. SUP-05-01-12 Public Hearing requesting a Special Use Permit for massage therapy and personal fitness training, Junction City, Kansas

Chairman Steinfert opened the public hearing on the application of Audrey Vieux, owner, requesting a Special Use Permit for massage therapy and personal fitness training activities at 222 Caroline Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that Ms. Vieux wishes to establish these activities in her home and Staff has determined they do not qualify as a "home occupation"; therefore, the special use permit process was the most reasonable approach for consideration of these uses in a residential district. The only other option would be to request a commercial rezoning which undoubtedly would not be approved. Ms. Vieux has indicated the proposed operation will be located in the basement of her home and has provided pictures and an outline of the personal fitness program.

Our office has received calls from Garry Burges, Steve Roles and Richard Rothfuss, property owners in the notification area. All calls were just asking for clarification and, in the end, there were no objections; which speaks volumes for acceptable uses within a residential setting versus requiring a commercial zone change. Mr. Yearout concluded by stating that staff is recommending approval of the special use permit for reasons outlined in the staff report; subject to the limitation of one sign (*specific guidelines in staff report*).

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Audrey Vieux, 222 Caroline Court, stated she has been doing this for eight years. She is a military wife and it is much easier to work out of her home. They will be stationed here for 2-3 years and then plan to rent the property. Basically, as far as parking goes, there is a double car garage with driveway where clients can park. Ms. Vieux stated all her clients are by appointment only. She does not put her address on the web page, only a phone number. Ms. Vieux stated the fitness training program will not start until she has the necessary equipment, the yard finished and the proper insurance and documentation. No loud music is used. The group sessions will be running around the neighborhood or parks as permitted.

In response to questions from Commissioners, Ms. Vieux stated her group license is for a maximum of 5 per class; classes are 9-10 a.m. MWF and 5-6 p.m. on T & Th; the back yard is fenced because most people do not like to be seen working out; still working on getting the grass in shape; will not have any employees; agreeable to no front yard equipment; plan to rent the property when husband is reassigned; have two toddlers and will not take appointments after 7 p.m.

Commissioners discussed requiring the same type of restrictions that have been applied to the day care homes. The advisability of including no employees and setting a time frame on the Permit were discussed. Mr. Yearout stated he did not discuss a time length with the applicant because it had been assumed the property would be sold when they left. However, in light of the fact the Vieux's intend to retain the property a condition of the Permit could be that it become null and void when Ms. Vieux leaves.

There being no other appearances or questions of staff, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Gustafson moved that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to the following conditions: 1) one sign (as specified in the staff report); 2) no permanent equipment in the front yard; 3) hours of operation from 7 a.m. to 7 p.m.; 4) fenced area for training purposes; 5) no employees from outside the home; and 6) permit to become null and void if or when applicant no longer resides at 222 Caroline Court; based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 6 – Case No.TA-05-01-12, Public Hearing to consider an amendment to the Junction City and Geary County Zoning Regulations.

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations and the Geary County Zoning Regulations by deleting language referencing Family Day Care Homes and allowing Day Care Homes by right in residential districts, and asked for the staff report.

Mr. Yearout stated that most other communities required all day cares to secure a permit, none was allowed by right. However, because of Ft. Riley this area has many more day cares than other communities do. Now that KDHE has changed its licensing

standards, it no longer has a Family Day Care Home (FDC) category limited to 6 children. The minimum license a provider now receives from KDHE is a maximum of 10 children. As explained in the staff report, the proposed amendment will drop the FDC and allow a Day Care Home (DCH) maximum of 10 children by right in residential areas. Four specific "performance standards" (*set out in the staff report*) will be added for a DCH to be permitted by right.

Mr. Yearout stated that the biggest issue will be the fee. Presently the FDC fee is \$35; and all other child care facilities pay a \$100 fee. Appropriate amendments will be made to other City Code sections dealing with child care.

As the MPC is aware, numerous providers have applied to the Board of Zoning Appeals for a conditional use permit to allow the maximum of 10 children per their KDHE license. It is anticipated there will be some complaints about these changes; however, staff believes it is time to accept the situation and adjust the local policies, rules and regulations to match what is happening with KDHE.

Commissioner Watson commented that the fee of \$100 was not out of line for two different required inspections by City staff. Being a child care provider is a business providing a service to the community and the fee is part of that business' operating expenses.

Chairman Steinfort asked if the proposed amendments would be more in line with KDHE licensing standards. Mr. Yearout stated that it would because the proposal will eliminate the FDC (maximum 6), which does not exist with KDHE; and allow the DCH (maximum of 10) by right with performance standards.

Commissioner Gustafson questioned the hours of operation limitation. She suggested an option of no set hours but based perhaps upon a neighborhood complaint. Mr. Yearout explained the wording is in place to allow drop-off and pick-up outside the general operational hours. If there were a complaint, the set hours provide for enforcement, if needed. Following a brief discussion, it was the consensus of the Commission that the hours are a "guideline".

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County. Commissioner Moyer seconded the motion and it passed unanimously.

RECESS AS METROPOLITAN PLANNING COMMISSION AND CONVENE AS BOARD OF ZONING APPEALS

Commissioner Ryan moved to recess as the Metropolitan Planning Commission and convene as the Board of Zoning Appeals. Commissioner _____ seconded the motion and it carried unanimously.

5. OLD BUSINESS - None

6. NEW BUSINESS

Item No. 1 – Case No. BZACU-05-01-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfert opened the public hearing on the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that the staff report outlines the guidelines (*which this Board is more than familiar with!*) when considering an application for a conditional use permit. Based on previous cases and the proposed amendment to the Zoning Regulations, staff has come to the conclusion that “consistency” is no longer warranted and; therefore, staff is recommending approval of the conditional use permit subject to the four conditions (*performance standards*) set out in the staff report.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Erin Smith, 1504 Rockledge Court, stated that she was the owner of the All Stars Day Care. She has two nieces and nephews that come after school; therefore the need to increase the maximum number of children allowed by the City Certificate.

Commissioner Gustafson asked Ms. Smith if she accepted the conditions as outlined by staff. Ms. Smith indicated in the affirmative.

There being no further appearances, questions or comments, Chairman Steinfert closed the public hearing and called for a motion

Commissioner Gustafson moved that Case No. BZACU-05-01-12, the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home for a maximum of 10 children in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 2 – Case No. BZACU-05-02-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfert opened the public hearing on the application of Lacey Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 413 West Vine Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, here again, the guidelines for consideration of a conditional use permit are outlined in the staff report and that staff is recommending approval subject to the four conditions as listed in the report.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Lacy Landreville, 413 West Vine Street, stated she has two children of her own that count toward the six allowed by the City Certificate. She would like to be able to take care of more children.

In response to questions from Commissioners, Ms. Landreville stated that once the ground settles from a sewer line repair, the rear yard will be again fenced as a play area for the children; and had no problem with the conditions attached to the Permit.

There being no other appearances, questions or comments, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-05-02-12, the application of Lacy Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

Commissioner Dibben moved to adjourn as the Board of Zoning Appeals and reconvene as the Metropolitan Planning Commission. Commissioner Watson seconded the motion and it passed unanimously.

7. GENERAL DISCUSSION

Item No. 1a. – General Zoning Text Amendments

Mr. Yearout handed out a staff memo referencing General Zoning Text Amendments. As indicated in the memo, a couple of issues have arisen over the past month that gives pause to potential amendments to the City and County zoning regulations. One being churches and schools; and the other home occupations.

The EDC broached concerns relative to allowable locations for churches. Mr. Yearout stated that churches are allowed by right in all the residential and commercial districts, with the exception of the "CC" (*Central Commercial*) district which requires a conditional use permit; and prohibited in the "CSS" district (*adult entertainment*).

With respect to churches and schools, there is the issue of the required 200-foot separation (*required by City Code*) from any establishment dispensing alcoholic beverages. This occurred within the last year when the Nazarene Church/School located in the old _____ building across from the Napolis restaurant (*South Washington Street*) which has always carried a liquor license. Measuring from doorway to doorway exceeded the 200 feet; however, property line to property line did not. This separation requirement has been rescinded by the Kansas Statutes and ABC licensing requirements.

The proposed Dick Edwards development at I-70 and Hwy 77 is wrapped up in a Tax Increment Financing (TIF) agreement with a portion of the outer parameters available for other development. If a church or school were to locate on that property,

there would be no property or sales tax income to go toward payment of the bonds. If the anticipated income is not forthcoming and the owner defaults, it could go against the City's financial credit rating.

Mr. Yearout stated that staff is recommending that this issue regarding the 200-foot separation requirement and restricting churches and schools by either zoning classification, conditional or special use permits, or some other option be set for *discussion only* at the next meeting. At that time, the MPC can determine whether or not to schedule a public hearing for regulation amendments.

Commissioner Moyer asked if there was any type of recommendation from the EDC. Mr. Yearout stated "no" but they talked about three options: 1) churches should never be restricted; 2) churches should be restricted; and 3) the 200-foot separation issue. This is obviously a sensitive issue, which is one reason staff is recommending a "discussion only" session which may or may not help in determining whether or not any amendments are warranted to the City or County codes.

It was the consensus of the Commission to place this item on the next agenda for discussion.

Item 1b. – General Zoning Text Amendments

Mr. Yearout explained that just recently an individual has inquired about selling firearms from the home. The practice of buying and selling firearms from another state or through the internet requires the recipient to have some sort of federal ATF license. Apparently, the practice is to find a licensed "buyer" to receive the weapon and in turn pass it on to the purchaser. This could have been handled as a special use permit; however, staff believes this type of business transaction does not need to be advertised for various reasons. It would be best if handled as a "home occupation". The current restrictions on "home occupations" clearly restrict sales and distribution of merchandise from the home. But, this technically should prohibit other "sales" operations from the home such as jewelry, Mary Kay, internet sales and many other similar operations that we know exist. This needs to be address so the zoning regulations deal with the reality of what occurs within the community. Staff is suggesting a public hearing be set on a potential text amendment for home occupations.

Discussion ensued among the Commissioners regarding "monthly/weekly" garage sales, and the multiple types of sales from the home. Encourage home based businesses and still protect the integrity of residential neighborhoods. The question was raised about sales tax, and Mr. Yearout stated they do not pay a sales tax. *(Dave, I recently went to a "vendor" party and had to pay a sales tax, is it a different type? Exactly what type of taxes are they required to pay?)*

Commissioner Gustafson moved that the Metropolitan Planning Commission set a public hearing on a potential text amendment to the Zoning Regulations of Junction City concerning home occupations and the performance standards and range of activities permitted for home occupations and direct staff to draft suggested amendment and to publish the required notice of public hearing for the next meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item 2. – Commissioner Terms Expiring

Mr. Yearout stated the terms for Chairman Steinfort (*City/County appointee*), Commissioner Ryan (*City*), and Commissioner Moyer (*County*) expire next month. He asked if they wished to be considered for reappointment.

Chairman Steinfort stated he would not be seeking reappointment. He stated he has been a board member for a number of years, and is ready to step down. (*In searching the files, staff learned Mr. Steinfort started serving in January of 2000 and has been Chairman since 2006.*) This obviously includes the time prior to the consolidation of the MPC/BZA and City/County agreement to form one Board in June of 2009 as allowed by Kansas Statute.

Commissioner Ryan also politely declined. Mr. Ryan has been a board member since 2009. (*Since the meeting, Mr. Ryan has agreed to be considered for reappointment.*)

Commissioner Moyer indicated he was unsure at the moment but would let Mr. Yearout know as soon as possible. (*In searching the files, staff found that Mr. Moyer has served since November of 2005.*)

8. ADJOURNMENT

There being no further business, Commissioner Gustafson moved to adjourn. Commissioner Moyer seconded the motion and it carried unanimously. Chairman Steinfort declared the meeting adjourned at 9:52 p.m.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 4, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-05-01-12 – Special Use Permit for property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas.

Background:

This is the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas. Ms. Vieux wishes to establish these operations in her home. Staff determined these do not qualify as “home occupations”, therefore the Special Use Permit process was the most reasonable approach to consideration for these uses in a residential district.

The City Zoning Regulations were amended last year in order to accommodate this type of condition through the Special Use Permit process. The Special Use Permit process provides the ability to consider the request for this specific use without resorting to a commercial rezoning, which most likely would not be approved.

Ms. Vieux has provided a “sketch” of the extent of her proposed operation, which will be located in the basement of her home. This is a relatively new home in the Michael’s Run Addition. In staff’s opinion, this will be no more intensive than a barber or beauty shop and should have no significant impact on the neighborhood. Adequate parking is provided on-site, plus there is parking available on street on Caroline.

Staff Recommendation:

Staff recommends the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas, be recommended for approval, subject to the limitations that no signage be permitted except a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message

content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)

Suggested Motion:

I move that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned “RS” Suburban Residential District to allow massage therapy and dance lessons at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to conditions stated in the staff report, and based on the findings outlined in the staff report and as presented at the public hearing.

ORDINANCE NO. S-3111

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT OF A MASSAGE THERAPY AND PERSONAL FITNESS TRAINING FACILITY ON CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the Audrey Vieux, owner, requesting a Special Use Permit to allow the establishment of a massage therapy and personal fitness training facility on property located at 222 Caroline Court, Junction City, Kansas; and,

WHEREAS, the Metropolitan Planning Commission of Junction City and Geary County conducted a public hearing on Case No. SUP-05-01-12, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on May 10, 2012; and,

WHEREAS, the Metropolitan Planning Commission has recommended that the City Commission of the City of Junction City, Kansas, approve the Special Use Permit to allow the establishment of a massage therapy and personal fitness training facility on property located at 222 Caroline Court, Junction City, Kansas, be approved, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

Section 1. The following described property is hereby granted a Special Use Permit to allow the establishment of a massage therapy and personal fitness training facility on property located at 222 Caroline Court, subject to the conditions and restrictions listed herein:

Lot 3, Block 2, A Replat of Michael's Run Addition to Junction City, Geary County, Kansas.

Section 2. The Special Use Permit herein granted shall be subject to the following conditions and restrictions:

- A. No signage shall be permitted except a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)
- B. No permanent equipment shall be placed in the front yard.
- C. The hours of operation shall be 7:00 a.m. to 7:00 p.m..
- D. Outside activity shall be screened with a privacy fence in the rear or side yard area.
- E. No employees outside those living on premise shall be permitted.
- F. This Special Use Permit shall become null and void if or when the applicant no longer resides at this address.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

3. That this Ordinance shall be in full force and effect from and after its publication once in the official city newspaper.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- h. Consideration of Vacation Order for Case No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. Planning & Zoning Director Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. VC-05-02-12 – Vacation of a portion of a Platted Cross Access Easement (Vacation Order Attached)

Issue: Consideration of Vacation Order for Case No. VC-05-02-12, a petition of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. This is on the lot currently occupied by Cox Bar-B-Que and is being replaced by a new cross access easement to accommodate the construction of the next building.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider the petition praying for vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas. The MPC has recommended by unanimous vote the vacation request be approved and the City accept the dedication of the new cross access easement location. This case was first considered by the City Commission on June 5, 2012, and was continued to this meeting. It is recommended it proceed under the normal procedure.

Alternatives: In accordance with K.S.A. 12-505, the City Commission is to make the findings outlined in the vacation order.

Staff Recommendation: Accept the recommendation of the MPC and approve the vacation order.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that the vacation order for the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas be approved, and the City accept the dedication of the newly described cross access easement as presented.

Commissioner _____ seconded the motion.

Enclosures:

Vacation Order
MPC Minutes of May 10, 2012
Staff Report

**BEFORE THE CITY COMMISSION OF THE
CITY OF JUNCTION CITY, GEARY COUNTY, KANSAS**

IN THE MATTER OF THE VACATION OF)
a cross access easement)
)
)
GENERALLY LOCATED) **Case No. VC-05-02-12**
at 812 East Chestnut Street)
)
)
MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 19th day of June, 2012, comes on for hearing the petition for vacation filed by James D. Sampson, owner, praying for the vacation of the platted cross access easement on the following property, to-wit:

Lots Two (2) and Three (3), Sampson’s 2nd Addition to Junction City, Geary County, Kansas, a Replat of Lot Two (2), Block One (1) of Sampson’s Addition.

The City Commission, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, by publication in the Junction City Daily Union on Thursday, April 18, 2012, which was at least 20 days prior to the public hearing.
2. That the Junction City/Geary County Metropolitan Planning Commission held a public hearing on said vacation petition of James D. Sampson, owner, on May 10, 2012, and did recommend that the vacation be approved.
3. No private rights will be injured or endangered by the vacation of the above-described platted cross access easement and the public will suffer no loss or inconvenience thereby.
4. In justice to the petitioner(s), the prayer of the petition ought to be granted.
5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
6. The vacation of the platted cross access easement described herein should be approved.

IT IS, THEREFORE, BY THE CITY COMMISSION, on this 19th day of June, 2012, ordered that the above-described platted cross access easement is hereby vacated. **IT IS FURTHER ORDERED** that the City Clerk shall certify a copy of this order to the Register of Deeds of Geary County.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**May 10, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Mike Ryan
Mike Watson
Mike Steinfort

**Members
(Absent)**

Ken Mortensen

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chairman Steinfort called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Mortensen.

2. APPROVAL OF MINUTES

Commissioner Gustafson moved to approve the minutes of the April 12, 2012, meeting as written. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS - None

4. NEW BUSINESS

Item No. 1 – Case No. Z-05-01-12 - Public Hearing to Rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted.

Chairman Steinfort opened the public hearing on the application of Ron and Rebecca Bramlage, owners, requesting to rezone the property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District and asked for the staff report.

Mr. Yearout stated this property has been zoned “CR” for many years. This classification is the most restrictive of the commercial zones, with only eight permitted uses and two by conditional use permit. The “CSR” district is the one of the broadest classification that lists 54 different permitted uses; along with another 9 by conditional use permit. The neighborhood is dominated by single-family residential uses zoned either “RS” or “RG”, which is restricted to single-family homes. The hospital is zoned “RS” and all the “office uses” to the west are zoned “CR”. The property on the northeast corner of Eisenhower and Ash is zoned “CSR”; however it is developed as a dental office and a relatively small lot. The current use as a dental office is allowed in the “CR” district.

The existing building was established a year ago as a spec building and a portion has been occupied. To the west is another pad for a future building at a lower level. The request for the "CSR" district is to broaden the potential for tenants in the building.

Mr. Yearout stated it is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property; it just may take longer than the owner wishes. As previously stated, the area is dominated by residential uses; but because of the hospital, low impact commercial development has continued without any undue burdens on the infrastructure of the City or any harm to the uses established. For these reasons, staff is recommending that the request to rezone to the "CSR" district be denied. Mr. Yearout stated that the owner did receive a copy of the staff report.

Mr. Yearout informed the Commission they have three options available in making a recommendation to the City Commission. The Commission may recommend approval of the application as submitted; it may recommend denial of the application as submitted; or it may recommend a change to a more restrictive classification than requested. As explained in more detail in the staff report, the Commission could opt to recommend the "CN", Neighborhood Commercial, "CS" Service Commercial, or the "CSP" Special Commercial districts. This option is always available any time there is a request for a rezoning.

Commissioner Gustafson asked what was allowed in the three Zoning Districts staff has identified. Mr. Yearout stated there were 18 uses by right and 4 uses by Conditional Use Permit in the "CN" district; 43 uses by right and 6 uses by Conditional Use Permit in the "CSP" district; and, 52 uses by right and 12 uses by Conditional Use Permit in the "CS" district. At the request of the Commission, Mr. Yearout read the uses listed in the "CN" district. Several Commissioners and staff engaged in a discussion regarding the differences between the uses in the different classifications.

There being no further questions of staff, Chairman Steinfort opened the hearing for public comment.

Clint Francis, 308 Linden Street, Clifton, KS; stated he works for the Bramlage's. Mr. Bramlage and his attorney are out of town; therefore, Mr. Francis was present as the representative for the applicant. Mr. Francis stated they were surprised about the staff report. There has been little interest in the property for the last five years; therefore, the decision was made to go ahead and build a spec building. Currently there is one tenant and they feel they have not had much success in getting the other spaces filled due to the use limitations of the current zoning.

The property across Eisenhower Street is zoned "CSR" and has been that way for some time and nothing detrimental has happened to the neighborhood. The "CSR" zone would allow more use options and the owners could use their good judgment to get tenants. The traffic count is not high enough to attract any of the "undesirable" uses.

There are two potential tenants but the uses are not permitted in the "CR" zoning district. One is for a self-service Laundromat like the one on North Washington which would be good for the neighborhood. The other is a carpet warehouse with a

showroom. These two uses could be allowed without any negative impact on the surrounding properties. As a negative impact use in the requested "CSR" district, the staff report states on page 4 , paragraph 3, "sporting goods sale with outside storage . . ."; is incorrect. It should read; "sporting goods sales, *not including* outside storage . . .".

Mr. Francis concluded by stating that the owner is asking for the zone change to open up the area for more uses. The uses that would be considered detrimental would need a higher traffic count and would not fit into this area.

There being no further public appearances, Chairman Steinfort closed the public hearing.

Mr. Yearout informed the Commission he had received an inquiry call from the Hospital administration; after explanation, no objection was expressed.

Discussion and comments ensued regarding the intended use of a Laundromat would be ideal for the area. If the property were to sell, there are too many allowable uses in the "CSR" district that could be detrimental to the area. The spec building design fits well and enhances the area. This building is located at a busy intersection and eventually appropriate tenants will chose to locate in this area; however, the current owner needs tenants now and the "CN" district would allow a Laundromat and/or carpet store. The fact that the property across the street is zoned "CSR"; however, the current use of a dental office and previous use of a drug store are allowed in the "CR" District. General discussion continued along these lines.

Chairman Steinfort asked if the special use permit option could be done. Mr. Yearout stated that was a possibility; however, a potential tenant usually would not be willing to wait 60 to 90 days before knowing whether it was approved. Mr. Yearout pointed out that each proposed use would be required to go through the public hearing process, which is time consuming.

Commissioner Dibben asked staff's opinion about recommending the "CN" zone. Mr. Yearout responded that it would more than double the uses but not the full big "laundry list" of undesirable uses. He stated that he struggled a long time whether to recommend denial or the option of the "CN" district. At the staff level it is only a recommendation, both the MPC and the Governing Body have done differently. The economy has been slow for the past few years; but it is improving. Staff understands the desire of the owner to obtain viable tenants. This is a good location with a lot of traffic along Eisenhower and Ash Streets. There is a lot of activity going on in the area. The building is attractive and appropriate uses for the area will happen.

Discussion continued. Commissioner Dibben asked Mr. Francis if the owner would be amenable to accepting the "CN" classification. Mr. Francis stated it would "get them down the road". He stated they understand the concerns of the community regarding the "CSR" district. He indicated that the special use permit makes everything take too long. The "CN" district would at least allow the owner to proceed with what they have in mind.

There being no further discussion or questions, Chairman Steinfort called for a motion.

Commissioner Gustafson moved that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from "CR" Restricted Commercial District to "CSR" Service Commercial Restricted District be amended to "CN" Neighborhood Commercial District for property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for approval by the City Commission based on the information presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. Z-05-02-12 - Public Hearing to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the residential properties in the vicinity of West 8th Street and Eisenhower Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, in a "nutshell", this case was initiated by the Commission for the same reasons for the homes along 7th Street earlier this year to place the homes in a residential zoning to remove the nonconformity which virtually makes financing the single-family homes impossible. (*Legal aspects fully set out in the staff report.*) There are 20 individual properties affected by this rezoning. These homes are adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month (Case No. Z-04-01-12) to facilitate sale of the property.

Since the staff report, one call was received; after explanation, no objection was made. However, just as before, if a landowner wishes to retain the commercial zoning they may. To date, there has been no such request. Mr. Yearout stated that staff is recommending approval of the rezoning.

There being no questions of staff, Chairman Steinfort opened the hearing for public comments. There being no appearances, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-05-02-12, initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower Street from "CSP" Special Commercial District to "RM" Multiple Family Residential District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 3 – Case No. VC-05-01-12 - Public Hearing for Vacation of a Portion of a Platted Utility Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, LC, owners, requesting the vacation of a portion of the platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement

and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abuts the apartment lot on the north side. This effectively establishes a 30-foot easement.

Mr. Yearout briefly reviewed the information set out in depth in the staff report regarding the history of the Hickory Hills plat, Kansas Statutes regarding vacations, and the existing 30' utility easement. The 30' utility easement is over and above the Subdivision Regulations governing the establishment and design of plats. Staff has received comments from some of the utility companies indicating they do not oppose the vacation. The City has confirmed no water or sewer lines and the applicant indicates there are no existing utilities in the portion of the easement to be vacated. Therefore, based on the fact the public will suffer no loss or inconvenience and no private rights will be injured or endangered, staff is recommending approval of the vacation.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, stated the applicant is wishing to install a retaining wall based on grading issues. The desired retaining wall will be within the area proposed for vacation. If the easement were to remain in place, any utility company would have the right to push it out. As previously stated by staff, there are no utilities in this area and no foreseen reason for this 10' portion of the 20' dedicated easement to remain in place.

Chairman Steinfort asked about the water lines relative to required fire hydrants; whether they came from the parking lot or behind the units. Mr. Osbourn stated they are located in the parking lot area. Mr. Yearout and Mr. Osbourn both confirmed the area to be vacated was not necessary for any required installation of fire hydrants or water lines.

There being no further appearances, comments or questions, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. VC-05-01-12, the request of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south ten (10) feet of the twenty (20) foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas. Commissioner Moyer seconded the motion and it passed unanimously.

Item No. 4 – Case No. VC-05-02-12 - Public Hearing for Vacation of a Platted Cross Access Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of James Sampson, owner, requesting the vacation of the platted cross access easement on Lot 3, Block 1, Sampson 2nd Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that when the Planning Commission considered this plat in the fall of 2010, the applicants were asked to establish a Cross Access easement in

anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express. Since that time, the area has significantly developed as anticipated and the Cross Access easement has indeed assisted in the traffic flow for East Street and Chestnut Street. The owner now wishes to relocate the current platted easement; and by separate document, will dedicate a new cross access easement.

Mr. Yearout stated that staff is recommending approval of the vacation request based on the fact that the public will suffer no loss or inconvenience and no private rights will be injured or endangered; subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation is considered.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, representing the applicant stated that all he could say was that "architects like to change things"! The proposed building was enlarged and faced at a different angle. The cross access easement to the Holiday Inn Express will still be there, just slightly relocated.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. VC-05-02-12, the application of Kaw Valley Engineering, agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation. Commissioner Dibben seconded the motion and it passed unanimously.

Item No. 5 – Case No. SUP-05-01-12 Public Hearing requesting a Special Use Permit for massage therapy and personal fitness training, Junction City, Kansas

Chairman Steinfert opened the public hearing on the application of Audrey Vieux, owner, requesting a Special Use Permit for massage therapy and personal fitness training activities at 222 Caroline Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that Ms. Vieux wishes to establish these activities in her home and Staff has determined they do not qualify as a "home occupation"; therefore, the special use permit process was the most reasonable approach for consideration of these uses in a residential district. The only other option would be to request a commercial rezoning which undoubtedly would not be approved. Ms. Vieux has indicated the proposed operation will be located in the basement of her home and has provided pictures and an outline of the personal fitness program.

Our office has received calls from Garry Burges, Steve Roles and Richard Rothfuss, property owners in the notification area. All calls were just asking for clarification and, in the end, there were no objections; which speaks volumes for

acceptable uses within a residential setting versus requiring a commercial zone change. Mr. Yearout concluded by stating that staff is recommending approval of the special use permit for reasons outlined in the staff report; subject to the limitation of one sign (*specific guidelines in staff report*).

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Audrey Vieux, 222 Caroline Court, stated she has been doing this for eight years. She is a military wife and it is much easier to work out of her home. They will be stationed here for 2-3 years and then plan to rent the property. Basically, as far as parking goes, there is a double car garage with driveway where clients can park. Ms. Vieux stated all her clients are by appointment only. She does not put her address on the web page, only a phone number. Ms. Vieux stated the fitness training program will not start until she has the necessary equipment, the yard finished and the proper insurance and documentation. No loud music is used. The group sessions will be running around the neighborhood or parks as permitted.

In response to questions from Commissioners, Ms. Vieux stated her group license is for a maximum of 5 per class; classes are 9-10 a.m. MWF and 5-6 p.m. on T & Th; the back yard is fenced because most people do not like to be seen working out; still working on getting the grass in shape; will not have any employees; agreeable to no front yard equipment; plan to rent the property when husband is reassigned; have two toddlers and will not take appointments after 7 p.m.

Commissioners discussed requiring the same type of restrictions that have been applied to the day care homes. The advisability of including no employees and setting a time frame on the Permit were discussed. Mr. Yearout stated he did not discuss a time length with the applicant because it had been assumed the property would be sold when they left. However, in light of the fact the Vieux's intend to retain the property a condition of the Permit could be that it become null and void when Ms. Vieux leaves.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Gustafson moved that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to the following conditions: 1) one sign (*as specified in the staff report*); 2) no permanent equipment in the front yard; 3) hours of operation from 7 a.m. to 7 p.m.; 4) fenced area for training purposes; 5) no employees from outside the home; and 6) permit to become null and void if or when applicant no longer resides at 222 Caroline Court; based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 6 – Case No.TA-05-01-12, Public Hearing to consider an amendment to the Junction City and Geary County Zoning Regulations.

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations and the Geary County Zoning Regulations by deleting language referencing Family Day Care Homes and allowing Day Care Homes by right in residential districts, and asked for the staff report.

Mr. Yearout stated that most other communities required all day cares to secure a permit, none was allowed by right. However, because of Ft. Riley this area has many more day cares than other communities do. Now that KDHE has changed its licensing standards, it no longer has a Family Day Care Home (FDC) category limited to 6 children. The minimum license a provider now receives from KDHE is a maximum of 10 children. As explained in the staff report, the proposed amendment will drop the FDC and allow a Day Care Home (DCH) maximum of 10 children by right in residential areas. Four specific "performance standards" (*set out in the staff report*) will be added for a DCH to be permitted by right.

Mr. Yearout stated that the biggest issue will be the fee. Presently the FDC fee is \$35; and all other child care facilities pay a \$100 fee. Appropriate amendments will be made to other City Code sections dealing with child care.

As the MPC is aware, numerous providers have applied to the Board of Zoning Appeals for a conditional use permit to allow the maximum of 10 children per their KDHE license. It is anticipated there will be some complaints about these changes; however, staff believes it is time to accept the situation and adjust the local policies, rules and regulations to match what is happening with KDHE.

Commissioner Watson commented that the fee of \$100 was not out of line for two different required inspections by City staff. Being a child care provider is a business providing a service to the community and the fee is part of that business' operating expenses.

Chairman Steinfort asked if the proposed amendments would be more in line with KDHE licensing standards. Mr. Yearout stated that it would because the proposal will eliminate the FDC (maximum 6), which does not exist with KDHE; and allow the DCH (maximum of 10) by right with performance standards.

Commissioner Gustafson questioned the hours of operation limitation. She suggested an option of no set hours but based perhaps upon a neighborhood complaint. Mr. Yearout explained the wording is in place to allow drop-off and pick-up outside the general operational hours. If there were a complaint, the set hours provide for enforcement, if needed. Following a brief discussion, it was the consensus of the Commission that the hours are a "guideline".

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County. Commissioner Moyer seconded the motion and it passed unanimously.

RECESS AS METROPOLITAN PLANNING COMMISSION AND CONVENE AS BOARD OF ZONING APPEALS

Commissioner Ryan moved to recess as the Metropolitan Planning Commission and convene as the Board of Zoning Appeals. Commissioner _____ seconded the motion and it carried unanimously.

5. OLD BUSINESS - None

6. NEW BUSINESS

Item No. 1 – Case No. BZACU-05-01-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that the staff report outlines the guidelines (*which this Board is more than familiar with!*) when considering an application for a conditional use permit. Based on previous cases and the proposed amendment to the Zoning Regulations, staff has come to the conclusion that “consistency” is no longer warranted and; therefore, staff is recommending approval of the conditional use permit subject to the four conditions (*performance standards*) set out in the staff report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Erin Smith, 1504 Rockledge Court, stated that she was the owner of the All Stars Day Care. She has two nieces and nephews that come after school; therefore the need to increase the maximum number of children allowed by the City Certificate.

Commissioner Gustafson asked Ms. Smith if she accepted the conditions as outlined by staff. Ms. Smith indicated in the affirmative.

There being no further appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion

Commissioner Gustafson moved that Case No. BZACU-05-01-12, the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home for a maximum of 10 children in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 2 – Case No. BZACU-05-02-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Lacey Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, here again, the guidelines for consideration of a conditional use permit are outlined in the staff report and that staff is recommending approval subject to the four conditions as listed in the report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Lacy Landreville, 413 West Vine Street, stated she has two children of her own that count toward the six allowed by the City Certificate. She would like to be able to take care of more children.

In response to questions from Commissioners, Ms. Landreville stated that once the ground settles from a sewer line repair, the rear yard will be again fenced as a play area for the children; and had no problem with the conditions attached to the Permit.

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-05-02-12, the application of Lacy Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

Commissioner Dibben moved to adjourn as the Board of Zoning Appeals and reconvene as the Metropolitan Planning Commission. Commissioner Watson seconded the motion and it passed unanimously.

7. GENERAL DISCUSSION

Item No. 1a. – General Zoning Text Amendments

Mr. Yearout handed out a staff memo referencing General Zoning Text Amendments. As indicated in the memo, a couple of issues have arisen over the past month that gives pause to potential amendments to the City and County zoning regulations. One being churches and schools; and the other home occupations.

The EDC broached concerns relative to allowable locations for churches. Mr. Yearout stated that churches are allowed by right in all the residential and commercial districts, with the exception of the "CC" (*Central Commercial*) district which requires a conditional use permit; and prohibited in the "CSS" district (*adult entertainment*).

With respect to churches and schools, there is the issue of the required 200-foot separation (*required by City Code*) from any establishment dispensing alcoholic beverages. This occurred within the last year when the Nazarene Church/School located in the old _____ building across from the Napolis restaurant (*South Washington Street*) which has always carried a liquor license. Measuring from doorway to doorway exceeded the 200 feet; however, property line to property line did not. This separation requirement has been rescinded by the Kansas Statutes and ABC licensing requirements.

The proposed Dick Edwards development at I-70 and Hwy 77 is wrapped up in a Tax Increment Financing (TIF) agreement with a portion of the outer parameters available for other development. If a church or school were to locate on that property, there would be no property or sales tax income to go toward payment of the bonds. If the anticipated income is not forthcoming and the owner defaults, it could go against the City's financial credit rating.

Mr. Yearout stated that staff is recommending that this issue regarding the 200-foot separation requirement and restricting churches and schools by either zoning classification, conditional or special use permits, or some other option be set for *discussion only* at the next meeting. At that time, the MPC can determine whether or not to schedule a public hearing for regulation amendments.

Commissioner Moyer asked if there was any type of recommendation from the EDC. Mr. Yearout stated "no" but they talked about three options: 1) churches should never be restricted; 2) churches should be restricted; and 3) the 200-foot separation issue. This is obviously a sensitive issue, which is one reason staff is recommending a "discussion only" session which may or may not help in determining whether or not any amendments are warranted to the City or County codes.

It was the consensus of the Commission to place this item on the next agenda for discussion.

Item 1b. – General Zoning Text Amendments

Mr. Yearout explained that just recently an individual has inquired about selling firearms from the home. The practice of buying and selling firearms from another state or through the internet requires the recipient to have some sort of federal ATF license. Apparently, the practice is to find a licensed "buyer" to receive the weapon and in turn pass it on to the purchaser. This could have been handled as a special use permit; however, staff believes this type of business transaction does not need to be advertised for various reasons. It would be best if handled as a "home occupation". The current restrictions on "home occupations" clearly restrict sales and distribution of merchandise from the home. But, this technically should prohibit other "sales" operations from the home such as jewelry, Mary Kay, internet sales and many other similar operations that we know exist. This needs to be address so the zoning regulations deal with the reality of what occurs within the community. Staff is suggesting a public hearing be set on a potential text amendment for home occupations.

Discussion ensued among the Commissioners regarding “monthly/weekly” garage sales, and the multiple types of sales from the home. Encourage home based businesses and still protect the integrity of residential neighborhoods. The question was raised about sales tax, and Mr. Yearout stated they do not pay a sales tax. *(Dave, I recently went to a “vendor” party and had to pay a sales tax, is it a different type? Exactly what type of taxes are they required to pay?)*

Commissioner Gustafson moved that the Metropolitan Planning Commission set a public hearing on a potential text amendment to the Zoning Regulations of Junction City concerning home occupations and the performance standards and range of activities permitted for home occupations and direct staff to draft suggested amendment and to publish the required notice of public hearing for the next meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item 2. – Commissioner Terms Expiring

Mr. Yearout stated the terms for Chairman Steinfert (*City/County appointee*), Commissioner Ryan (*City*), and Commissioner Moyer (*County*) expire next month. He asked if they wished to be considered for reappointment.

Chairman Steinfert stated he would not be seeking reappointment. He stated he has been a board member for a number of years, and is ready to step down. *(In searching the files, staff learned Mr. Steinfert started serving in January of 2000 and has been Chairman since 2006.)* This obviously includes the time prior to the consolidation of the MPC/BZA and City/County agreement to form one Board in June of 2009 as allowed by Kansas Statute.

Commissioner Ryan also politely declined. Mr. Ryan has been a board member since 2009. *(Since the meeting, Mr. Ryan has agreed to be considered for reappointment.)*

Commissioner Moyer indicated he was unsure at the moment but would let Mr. Yearout know as soon as possible. *(In searching the files, staff found that Mr. Moyer has served since November of 2005.)*

8. ADJOURNMENT

There being no further business, Commissioner Gustafson moved to adjourn. Commissioner Moyer seconded the motion and it carried unanimously. Chairman Steinfert declared the meeting adjourned at 9:52 p.m.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: VC-05-02-12 – Vacation of a Portion of a Platted Cross Access Easement in Sampson’s 2nd Addition – Kaw Valley Engineering, Agent

Background: This is the application of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson’s 2nd Addition to Junction City, Kansas. The plat of Sampson’s 2nd Addition was approved by the Metropolitan Planning Commission in October, 2010, and approved by the City Commission of Junction City in November, 2010. The plat was recorded in January of 2011. The plat established the Cross Access easement in anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express.

The owner wishes to vacate the cross access easement because the actual location of the buildings does not match the location of the access easement. The owner will dedicate a new cross access easement by separate document with the vacation of the platted cross access easement. There is still the desire to maintain the access to the restaurants from the property to the north without having to travel on East Street and Chestnut Street.

Under the provisions of K.S.A. 12-504 et seq, a petition for a vacation of any item shown on the face of a plat requires a public hearing. The public hearing is to be held by either the City Commissioners or the Planning Commission having jurisdiction. The public hearing for this vacation request has been set for the Metropolitan Planning Commission in accordance with the provisions of the controlling statutes.

The Metropolitan Planning Commission is to review the request and make a recommendation regarding the vacation and submit such recommendation to the City Commission in the same manner provided by K.S.A. 12-752, and amendments thereto, for submission and approval of recommendations regarding plats. The City Commission must determine that the public will suffer no loss or inconvenience by such vacation and that no private rights will be injured or endangered thereby. Ultimately, if the vacation is approved, the City Commission will act upon an order that such vacation be made.

Staff Recommendation: It is staff's opinion that the facts in this case support a recommendation to the City Commission by the Metropolitan Planning Commission that the vacation of the platted cross access easement be granted, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation.

Suggested Motion:

I move that Case No. VC-05-02-12, the request of Kaw Valley Engineering, Agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commissioners of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation.

Backup material for agenda item:

- i. Consideration of Vacation Order No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC. Planning & Zoning Administrator Yearout presenting

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. VC-05-01-12 – Vacation of a portion of a Platted Utility Easement (Vacation Order Attached)

Issue: Consideration of Vacation Order for Case No. VC-05-01-12, a petition of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas. There is also a 10-foot utility easement on the lots immediately north of this easement, resulting in a 30-foot wide easement. The purpose of the request is to vacate the southern portion of the easement to accommodate site improvements.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider the petition praying for vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas. The MPC has recommended by unanimous vote the vacation request be approved. This case was first considered by the City Commission on June 5, 2012, and was continued to this meeting. It is recommended it proceed under the normal procedure.

Alternatives: In accordance with K.S.A. 12-505, the City Commission is to make the findings outlined in the vacation order.

Staff Recommendation: Accept the recommendation of the MPC and approve the vacation order.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that the vacation order for the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas be approved.

Commissioner _____ seconded the motion.

Enclosures:

Vacation Order
MPC Minutes of May 10, 2012
Staff Report

**BEFORE THE CITY COMMISSION OF THE
CITY OF JUNCTION CITY, GEARY COUNTY, KANSAS**

IN THE MATTER OF THE VACATION OF)
a portion of a platted utility easement)
)
)
GENERALLY LOCATED) **Case No. VC-05-01-12**
at 2610 Strauss Boulevard)
)
)
MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 19th day of June, 2012, comes on for hearing the petition for vacation filed by Hickory Hills Residences I, LC, praying for the vacation of the south 10 feet of the platted utility easement on the north line on the following property, to-wit:

Lot One (1), Block Four (4), Hickory Hill Addition to Junction City, Geary County, Kansas.

The City Commission, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, by publication in the Junction City Daily Union on Thursday, April 18, 2012, which was at least 20 days prior to the public hearing.
2. That the Junction City/Geary County Metropolitan Planning Commission held a public hearing on said vacation petition of Hickory Hills Residences I, LC, on May 10, 2012, and did recommend that the vacation be approved.
3. No private rights will be injured or endangered by the vacation of the above-described south 10 feet of the platted utility easement and the public will suffer no loss or inconvenience thereby.
4. In justice to the petitioner(s), the prayer of the petition ought to be granted.
5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
6. The vacation of the south 10 feet of the platted utility easement described herein should be approved.

IT IS, THEREFORE, BY THE CITY COMMISSION, on this 19th day of June, 2012, ordered that the above-described south 10 feet of the platted utility easement is hereby vacated. **IT IS FURTHER ORDERED** that the City Clerk shall certify a copy of this order to the Register of Deeds of Geary County.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**May 10, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Mike Ryan
Mike Watson
Mike Steinfort

**Members
(Absent)**

Ken Mortensen

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chairman Steinfort called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Mortensen.

2. APPROVAL OF MINUTES

Commissioner Gustafson moved to approve the minutes of the April 12, 2012, meeting as written. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS - None

4. NEW BUSINESS

Item No. 1 – Case No. Z-05-01-12 - Public Hearing to Rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted.

Chairman Steinfort opened the public hearing on the application of Ron and Rebecca Bramlage, owners, requesting to rezone the property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District and asked for the staff report.

Mr. Yearout stated this property has been zoned “CR” for many years. This classification is the most restrictive of the commercial zones, with only eight permitted uses and two by conditional use permit. The “CSR” district is the one of the broadest classification that lists 54 different permitted uses; along with another 9 by conditional use permit. The neighborhood is dominated by single-family residential uses zoned either “RS” or “RG”, which is restricted to single-family homes. The hospital is zoned “RS” and all the “office uses” to the west are zoned “CR”. The property on the northeast corner of Eisenhower and Ash is zoned “CSR”; however it is developed as a dental office and a relatively small lot. The current use as a dental office is allowed in the “CR” district.

The existing building was established a year ago as a spec building and a portion has been occupied. To the west is another pad for a future building at a lower level. The request for the "CSR" district is to broaden the potential for tenants in the building.

Mr. Yearout stated it is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property; it just may take longer than the owner wishes. As previously stated, the area is dominated by residential uses; but because of the hospital, low impact commercial development has continued without any undue burdens on the infrastructure of the City or any harm to the uses established. For these reasons, staff is recommending that the request to rezone to the "CSR" district be denied. Mr. Yearout stated that the owner did receive a copy of the staff report.

Mr. Yearout informed the Commission they have three options available in making a recommendation to the City Commission. The Commission may recommend approval of the application as submitted; it may recommend denial of the application as submitted; or it may recommend a change to a more restrictive classification than requested. As explained in more detail in the staff report, the Commission could opt to recommend the "CN", Neighborhood Commercial, "CS" Service Commercial, or the "CSP" Special Commercial districts. This option is always available any time there is a request for a rezoning.

Commissioner Gustafson asked what was allowed in the three Zoning Districts staff has identified. Mr. Yearout stated there were 18 uses by right and 4 uses by Conditional Use Permit in the "CN" district; 43 uses by right and 6 uses by Conditional Use Permit in the "CSP" district; and, 52 uses by right and 12 uses by Conditional Use Permit in the "CS" district. At the request of the Commission, Mr. Yearout read the uses listed in the "CN" district. Several Commissioners and staff engaged in a discussion regarding the differences between the uses in the different classifications.

There being no further questions of staff, Chairman Steinfort opened the hearing for public comment.

Clint Francis, 308 Linden Street, Clifton, KS; stated he works for the Bramlage's. Mr. Bramlage and his attorney are out of town; therefore, Mr. Francis was present as the representative for the applicant. Mr. Francis stated they were surprised about the staff report. There has been little interest in the property for the last five years; therefore, the decision was made to go ahead and build a spec building. Currently there is one tenant and they feel they have not had much success in getting the other spaces filled due to the use limitations of the current zoning.

The property across Eisenhower Street is zoned "CSR" and has been that way for some time and nothing detrimental has happened to the neighborhood. The "CSR" zone would allow more use options and the owners could use their good judgment to get tenants. The traffic count is not high enough to attract any of the "undesirable" uses.

There are two potential tenants but the uses are not permitted in the "CR" zoning district. One is for a self-service Laundromat like the one on North Washington which would be good for the neighborhood. The other is a carpet warehouse with a

showroom. These two uses could be allowed without any negative impact on the surrounding properties. As a negative impact use in the requested "CSR" district, the staff report states on page 4 , paragraph 3, "sporting goods sale with outside storage . . ."; is incorrect. It should read; "sporting goods sales, *not including* outside storage . . .".

Mr. Francis concluded by stating that the owner is asking for the zone change to open up the area for more uses. The uses that would be considered detrimental would need a higher traffic count and would not fit into this area.

There being no further public appearances, Chairman Steinfort closed the public hearing.

Mr. Yearout informed the Commission he had received an inquiry call from the Hospital administration; after explanation, no objection was expressed.

Discussion and comments ensued regarding the intended use of a Laundromat would be ideal for the area. If the property were to sell, there are too many allowable uses in the "CSR" district that could be detrimental to the area. The spec building design fits well and enhances the area. This building is located at a busy intersection and eventually appropriate tenants will chose to locate in this area; however, the current owner needs tenants now and the "CN" district would allow a Laundromat and/or carpet store. The fact that the property across the street is zoned "CSR"; however, the current use of a dental office and previous use of a drug store are allowed in the "CR" District. General discussion continued along these lines.

Chairman Steinfort asked if the special use permit option could be done. Mr. Yearout stated that was a possibility; however, a potential tenant usually would not be willing to wait 60 to 90 days before knowing whether it was approved. Mr. Yearout pointed out that each proposed use would be required to go through the public hearing process, which is time consuming.

Commissioner Dibben asked staff's opinion about recommending the "CN" zone. Mr. Yearout responded that it would more than double the uses but not the full big "laundry list" of undesirable uses. He stated that he struggled a long time whether to recommend denial or the option of the "CN" district. At the staff level it is only a recommendation, both the MPC and the Governing Body have done differently. The economy has been slow for the past few years; but it is improving. Staff understands the desire of the owner to obtain viable tenants. This is a good location with a lot of traffic along Eisenhower and Ash Streets. There is a lot of activity going on in the area. The building is attractive and appropriate uses for the area will happen.

Discussion continued. Commissioner Dibben asked Mr. Francis if the owner would be amenable to accepting the "CN" classification. Mr. Francis stated it would "get them down the road". He stated they understand the concerns of the community regarding the "CSR" district. He indicated that the special use permit makes everything take too long. The "CN" district would at least allow the owner to proceed with what they have in mind.

There being no further discussion or questions, Chairman Steinfort called for a motion.

Commissioner Gustafson moved that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from "CR" Restricted Commercial District to "CSR" Service Commercial Restricted District be amended to "CN" Neighborhood Commercial District for property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for approval by the City Commission based on the information presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. Z-05-02-12 - Public Hearing to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District

Chairman Steinfert opened the public hearing on the application initiated by the Metropolitan Planning Commission to rezone from "CSP" Special Commercial District to "RM" Multiple Family Residential District the residential properties in the vicinity of West 8th Street and Eisenhower Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, in a "nutshell", this case was initiated by the Commission for the same reasons for the homes along 7th Street earlier this year to place the homes in a residential zoning to remove the nonconformity which virtually makes financing the single-family homes impossible. (*Legal aspects fully set out in the staff report.*) There are 20 individual properties affected by this rezoning. These homes are adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month (Case No. Z-04-01-12) to facilitate sale of the property.

Since the staff report, one call was received; after explanation, no objection was made. However, just as before, if a landowner wishes to retain the commercial zoning they may. To date, there has been no such request. Mr. Yearout stated that staff is recommending approval of the rezoning.

There being no questions of staff, Chairman Steinfert opened the hearing for public comments. There being no appearances, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-05-02-12, initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower Street from "CSP" Special Commercial District to "RM" Multiple Family Residential District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 3 – Case No. VC-05-01-12 - Public Hearing for Vacation of a Portion of a Platted Utility Easement, Junction City, Kansas.

Chairman Steinfert opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, LC, owners, requesting the vacation of a portion of the platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement

and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abuts the apartment lot on the north side. This effectively establishes a 30-foot easement.

Mr. Yearout briefly reviewed the information set out in depth in the staff report regarding the history of the Hickory Hills plat, Kansas Statutes regarding vacations, and the existing 30' utility easement. The 30' utility easement is over and above the Subdivision Regulations governing the establishment and design of plats. Staff has received comments from some of the utility companies indicating they do not oppose the vacation. The City has confirmed no water or sewer lines and the applicant indicates there are no existing utilities in the portion of the easement to be vacated. Therefore, based on the fact the public will suffer no loss or inconvenience and no private rights will be injured or endangered, staff is recommending approval of the vacation.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, stated the applicant is wishing to install a retaining wall based on grading issues. The desired retaining wall will be within the area proposed for vacation. If the easement were to remain in place, any utility company would have the right to push it out. As previously stated by staff, there are no utilities in this area and no foreseen reason for this 10' portion of the 20' dedicated easement to remain in place.

Chairman Steinfort asked about the water lines relative to required fire hydrants; whether they came from the parking lot or behind the units. Mr. Osbourn stated they are located in the parking lot area. Mr. Yearout and Mr. Osbourn both confirmed the area to be vacated was not necessary for any required installation of fire hydrants or water lines.

There being no further appearances, comments or questions, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. VC-05-01-12, the request of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south ten (10) feet of the twenty (20) foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas. Commissioner Moyer seconded the motion and it passed unanimously.

Item No. 4 – Case No. VC-05-02-12 - Public Hearing for Vacation of a Platted Cross Access Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of James Sampson, owner, requesting the vacation of the platted cross access easement on Lot 3, Block 1, Sampson 2nd Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that when the Planning Commission considered this plat in the fall of 2010, the applicants were asked to establish a Cross Access easement in

anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express. Since that time, the area has significantly developed as anticipated and the Cross Access easement has indeed assisted in the traffic flow for East Street and Chestnut Street. The owner now wishes to relocate the current platted easement; and by separate document, will dedicate a new cross access easement.

Mr. Yearout stated that staff is recommending approval of the vacation request based on the fact that the public will suffer no loss or inconvenience and no private rights will be injured or endangered; subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation is considered.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, representing the applicant stated that all he could say was that "architects like to change things"! The proposed building was enlarged and faced at a different angle. The cross access easement to the Holiday Inn Express will still be there, just slightly relocated.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. VC-05-02-12, the application of Kaw Valley Engineering, agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation. Commissioner Dibben seconded the motion and it passed unanimously.

Item No. 5 – Case No. SUP-05-01-12 Public Hearing requesting a Special Use Permit for massage therapy and personal fitness training, Junction City, Kansas

Chairman Steinfert opened the public hearing on the application of Audrey Vieux, owner, requesting a Special Use Permit for massage therapy and personal fitness training activities at 222 Caroline Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that Ms. Vieux wishes to establish these activities in her home and Staff has determined they do not qualify as a "home occupation"; therefore, the special use permit process was the most reasonable approach for consideration of these uses in a residential district. The only other option would be to request a commercial rezoning which undoubtedly would not be approved. Ms. Vieux has indicated the proposed operation will be located in the basement of her home and has provided pictures and an outline of the personal fitness program.

Our office has received calls from Garry Burges, Steve Roles and Richard Rothfuss, property owners in the notification area. All calls were just asking for clarification and, in the end, there were no objections; which speaks volumes for

acceptable uses within a residential setting versus requiring a commercial zone change. Mr. Yearout concluded by stating that staff is recommending approval of the special use permit for reasons outlined in the staff report; subject to the limitation of one sign (*specific guidelines in staff report*).

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Audrey Vieux, 222 Caroline Court, stated she has been doing this for eight years. She is a military wife and it is much easier to work out of her home. They will be stationed here for 2-3 years and then plan to rent the property. Basically, as far as parking goes, there is a double car garage with driveway where clients can park. Ms. Vieux stated all her clients are by appointment only. She does not put her address on the web page, only a phone number. Ms. Vieux stated the fitness training program will not start until she has the necessary equipment, the yard finished and the proper insurance and documentation. No loud music is used. The group sessions will be running around the neighborhood or parks as permitted.

In response to questions from Commissioners, Ms. Vieux stated her group license is for a maximum of 5 per class; classes are 9-10 a.m. MWF and 5-6 p.m. on T & Th; the back yard is fenced because most people do not like to be seen working out; still working on getting the grass in shape; will not have any employees; agreeable to no front yard equipment; plan to rent the property when husband is reassigned; have two toddlers and will not take appointments after 7 p.m.

Commissioners discussed requiring the same type of restrictions that have been applied to the day care homes. The advisability of including no employees and setting a time frame on the Permit were discussed. Mr. Yearout stated he did not discuss a time length with the applicant because it had been assumed the property would be sold when they left. However, in light of the fact the Vieux's intend to retain the property a condition of the Permit could be that it become null and void when Ms. Vieux leaves.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Gustafson moved that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to the following conditions: 1) one sign (*as specified in the staff report*); 2) no permanent equipment in the front yard; 3) hours of operation from 7 a.m. to 7 p.m.; 4) fenced area for training purposes; 5) no employees from outside the home; and 6) permit to become null and void if or when applicant no longer resides at 222 Caroline Court; based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 6 – Case No.TA-05-01-12, Public Hearing to consider an amendment to the Junction City and Geary County Zoning Regulations.

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations and the Geary County Zoning Regulations by deleting language referencing Family Day Care Homes and allowing Day Care Homes by right in residential districts, and asked for the staff report.

Mr. Yearout stated that most other communities required all day cares to secure a permit, none was allowed by right. However, because of Ft. Riley this area has many more day cares than other communities do. Now that KDHE has changed its licensing standards, it no longer has a Family Day Care Home (FDC) category limited to 6 children. The minimum license a provider now receives from KDHE is a maximum of 10 children. As explained in the staff report, the proposed amendment will drop the FDC and allow a Day Care Home (DCH) maximum of 10 children by right in residential areas. Four specific "performance standards" (*set out in the staff report*) will be added for a DCH to be permitted by right.

Mr. Yearout stated that the biggest issue will be the fee. Presently the FDC fee is \$35; and all other child care facilities pay a \$100 fee. Appropriate amendments will be made to other City Code sections dealing with child care.

As the MPC is aware, numerous providers have applied to the Board of Zoning Appeals for a conditional use permit to allow the maximum of 10 children per their KDHE license. It is anticipated there will be some complaints about these changes; however, staff believes it is time to accept the situation and adjust the local policies, rules and regulations to match what is happening with KDHE.

Commissioner Watson commented that the fee of \$100 was not out of line for two different required inspections by City staff. Being a child care provider is a business providing a service to the community and the fee is part of that business' operating expenses.

Chairman Steinfort asked if the proposed amendments would be more in line with KDHE licensing standards. Mr. Yearout stated that it would because the proposal will eliminate the FDC (maximum 6), which does not exist with KDHE; and allow the DCH (maximum of 10) by right with performance standards.

Commissioner Gustafson questioned the hours of operation limitation. She suggested an option of no set hours but based perhaps upon a neighborhood complaint. Mr. Yearout explained the wording is in place to allow drop-off and pick-up outside the general operational hours. If there were a complaint, the set hours provide for enforcement, if needed. Following a brief discussion, it was the consensus of the Commission that the hours are a "guideline".

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County. Commissioner Moyer seconded the motion and it passed unanimously.

RECESS AS METROPOLITAN PLANNING COMMISSION AND CONVENE AS BOARD OF ZONING APPEALS

Commissioner Ryan moved to recess as the Metropolitan Planning Commission and convene as the Board of Zoning Appeals. Commissioner _____ seconded the motion and it carried unanimously.

5. OLD BUSINESS - None

6. NEW BUSINESS

Item No. 1 – Case No. BZACU-05-01-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that the staff report outlines the guidelines (*which this Board is more than familiar with!*) when considering an application for a conditional use permit. Based on previous cases and the proposed amendment to the Zoning Regulations, staff has come to the conclusion that “consistency” is no longer warranted and; therefore, staff is recommending approval of the conditional use permit subject to the four conditions (*performance standards*) set out in the staff report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Erin Smith, 1504 Rockledge Court, stated that she was the owner of the All Stars Day Care. She has two nieces and nephews that come after school; therefore the need to increase the maximum number of children allowed by the City Certificate.

Commissioner Gustafson asked Ms. Smith if she accepted the conditions as outlined by staff. Ms. Smith indicated in the affirmative.

There being no further appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion

Commissioner Gustafson moved that Case No. BZACU-05-01-12, the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home for a maximum of 10 children in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 2 – Case No. BZACU-05-02-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfort opened the public hearing on the application of Lacey Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, here again, the guidelines for consideration of a conditional use permit are outlined in the staff report and that staff is recommending approval subject to the four conditions as listed in the report.

There being no questions of staff, Chairman Steinfort opened the hearing for public comment.

Lacy Landreville, 413 West Vine Street, stated she has two children of her own that count toward the six allowed by the City Certificate. She would like to be able to take care of more children.

In response to questions from Commissioners, Ms. Landreville stated that once the ground settles from a sewer line repair, the rear yard will be again fenced as a play area for the children; and had no problem with the conditions attached to the Permit.

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-05-02-12, the application of Lacy Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

Commissioner Dibben moved to adjourn as the Board of Zoning Appeals and reconvene as the Metropolitan Planning Commission. Commissioner Watson seconded the motion and it passed unanimously.

7. GENERAL DISCUSSION

Item No. 1a. – General Zoning Text Amendments

Mr. Yearout handed out a staff memo referencing General Zoning Text Amendments. As indicated in the memo, a couple of issues have arisen over the past month that gives pause to potential amendments to the City and County zoning regulations. One being churches and schools; and the other home occupations.

The EDC broached concerns relative to allowable locations for churches. Mr. Yearout stated that churches are allowed by right in all the residential and commercial districts, with the exception of the "CC" (*Central Commercial*) district which requires a conditional use permit; and prohibited in the "CSS" district (*adult entertainment*).

With respect to churches and schools, there is the issue of the required 200-foot separation (*required by City Code*) from any establishment dispensing alcoholic beverages. This occurred within the last year when the Nazarene Church/School located in the old _____ building across from the Napolis restaurant (*South Washington Street*) which has always carried a liquor license. Measuring from doorway to doorway exceeded the 200 feet; however, property line to property line did not. This separation requirement has been rescinded by the Kansas Statutes and ABC licensing requirements.

The proposed Dick Edwards development at I-70 and Hwy 77 is wrapped up in a Tax Increment Financing (TIF) agreement with a portion of the outer parameters available for other development. If a church or school were to locate on that property, there would be no property or sales tax income to go toward payment of the bonds. If the anticipated income is not forthcoming and the owner defaults, it could go against the City's financial credit rating.

Mr. Yearout stated that staff is recommending that this issue regarding the 200-foot separation requirement and restricting churches and schools by either zoning classification, conditional or special use permits, or some other option be set for *discussion only* at the next meeting. At that time, the MPC can determine whether or not to schedule a public hearing for regulation amendments.

Commissioner Moyer asked if there was any type of recommendation from the EDC. Mr. Yearout stated "no" but they talked about three options: 1) churches should never be restricted; 2) churches should be restricted; and 3) the 200-foot separation issue. This is obviously a sensitive issue, which is one reason staff is recommending a "discussion only" session which may or may not help in determining whether or not any amendments are warranted to the City or County codes.

It was the consensus of the Commission to place this item on the next agenda for discussion.

Item 1b. – General Zoning Text Amendments

Mr. Yearout explained that just recently an individual has inquired about selling firearms from the home. The practice of buying and selling firearms from another state or through the internet requires the recipient to have some sort of federal ATF license. Apparently, the practice is to find a licensed "buyer" to receive the weapon and in turn pass it on to the purchaser. This could have been handled as a special use permit; however, staff believes this type of business transaction does not need to be advertised for various reasons. It would be best if handled as a "home occupation". The current restrictions on "home occupations" clearly restrict sales and distribution of merchandise from the home. But, this technically should prohibit other "sales" operations from the home such as jewelry, Mary Kay, internet sales and many other similar operations that we know exist. This needs to be address so the zoning regulations deal with the reality of what occurs within the community. Staff is suggesting a public hearing be set on a potential text amendment for home occupations.

Discussion ensued among the Commissioners regarding “monthly/weekly” garage sales, and the multiple types of sales from the home. Encourage home based businesses and still protect the integrity of residential neighborhoods. The question was raised about sales tax, and Mr. Yearout stated they do not pay a sales tax. *(Dave, I recently went to a “vendor” party and had to pay a sales tax, is it a different type? Exactly what type of taxes are they required to pay?)*

Commissioner Gustafson moved that the Metropolitan Planning Commission set a public hearing on a potential text amendment to the Zoning Regulations of Junction City concerning home occupations and the performance standards and range of activities permitted for home occupations and direct staff to draft suggested amendment and to publish the required notice of public hearing for the next meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item 2. – Commissioner Terms Expiring

Mr. Yearout stated the terms for Chairman Steinfort *(City/County appointee)*, Commissioner Ryan *(City)*, and Commissioner Moyer *(County)* expire next month. He asked if they wished to be considered for reappointment.

Chairman Steinfort stated he would not be seeking reappointment. He stated he has been a board member for a number of years, and is ready to step down. *(In searching the files, staff learned Mr. Steinfort started serving in January of 2000 and has been Chairman since 2006.)* This obviously includes the time prior to the consolidation of the MPC/BZA and City/County agreement to form one Board in June of 2009 as allowed by Kansas Statute.

Commissioner Ryan also politely declined. Mr. Ryan has been a board member since 2009. *(Since the meeting, Mr. Ryan has agreed to be considered for reappointment.)*

Commissioner Moyer indicated he was unsure at the moment but would let Mr. Yearout know as soon as possible. *(In searching the files, staff found that Mr. Moyer has served since November of 2005.)*

8. ADJOURNMENT

There being no further business, Commissioner Gustafson moved to adjourn. Commissioner Moyer seconded the motion and it carried unanimously. Chairman Steinfort declared the meeting adjourned at 9:52 p.m.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 8, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: VC-05-01-12 – Vacation of a Portion of a Platted Utility Easement – Hickory Hills Addition – Kaw Valley Engineering, Agent

Background: This is the application of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas. The original plat of Hickory Hill Addition was approved by the Metropolitan Planning Commission in January, 2006, and approved by the City Commission of Junction City in February, 2006. The plat was recorded in March of 2006. That plat established a 20-foot utility easement across the entire length of Lot 1 in Block 4, which is now being developed by the Hickory Hills Apartments.

The owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abut the apartment lot on the north side. This effectively establishes a 30 foot easement, more than required by the Subdivision Regulations or needed by the utility companies. Staff has received comments from some utility companies indicating they do not oppose the vacation. There are no water or sewer lines in the area wishing to be vacated. Further, Kaw Valley Engineering indicates there are no existing utilities in the portion of the easement to be vacated.

Under the provisions of K.S.A. 12-504 et seq, a petition for a vacation of any item shown on the face of a plat requires a public hearing. The public hearing is to be held by either the City Commissioners or the Planning Commission having jurisdiction. The public hearing for this vacation request has been set for the Metropolitan Planning Commission in accordance with the provisions of the controlling statutes.

The Metropolitan Planning Commission is to review the request and make a recommendation regarding the vacation and submit such recommendation to the City Commission in the same manner provided by K.S.A. 12-752, and amendments thereto, for submission and approval of recommendations regarding plats. The City Commission must determine that the public will suffer no loss or inconvenience by such vacation and that no private rights will be injured or

endangered thereby. Ultimately, if the vacation is approved, the City Commission will act upon an order that such vacation be made.

Staff Recommendation: It is staff's opinion that the facts in this case support a recommendation to the City Commission by the Metropolitan Planning Commission that the vacation of the south 10 feet of the platted 20-foot utility easement be granted.

Suggested Motion:

I move that Case No. VC-05-01-12, the request of Kaw Valley Engineering, Agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south 10 feet of the 20-foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commissioners of Junction City, Kansas.

Backup material for agenda item:

- j. Consideration of Ordinance G-1113 to amend the Junction City Zoning Regulations by eliminating the category of Family Day care Home and making a Day Care Home a permitted use in certain residential districts. Planning & Zoning Director Yearout presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. TA-05-01-12 – Text Amendment to the Junction City Zoning Regulations be deleting Family Day Care Homes and Permitting Day Care Homes in Certain Districts – (G-1113)

Issue: Consideration of the case initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations by eliminating the category of Family Day Care Home and making a Day Care Home a permitted use in certain residential districts. The State of Kansas changed its categories for day care operations last year by eliminating the Family Day Care Home, which was limited to no more than 6 children, from the permitting operations. Now all operations based from a home begin as a Day Care Home, licensed up to 10 children. The City maintained the Family Day Care Home category because of the limits on the number of children, but it has become apparent as the operators renew their certificates with the City they wish to expand to a Day Care Home. This amendment eliminates the hearing process through the Board of Zoning Appeals and makes these operations a use by right. A separate ordinance will be prepared to amend the Child Care Code as a later date. This case was first considered by the City Commission on June 5, 2012, and was continued to this meeting. It is recommended it proceed under the normal procedure.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on May 10, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a text amendment on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby amending the Zoning Regulations.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby amending the Zoning Regulations subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not amend the Zoning Regulations.

Special Considerations: No one spoke in favor or in opposition to the proposed change.

Staff Recommendation: Accept the recommendation of the MPC and approve the first reading of the Ordinance, which will ultimately amend the Junction City Zoning Regulations.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. G-1113, an ordinance amending the Junction City Zoning Regulations, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of May 10, 2012
Staff Report
Ordinance G-1113

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**May 10, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Mike Ryan
Mike Watson
Mike Steinfort

**Members
(Absent)**

Ken Mortensen

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chairman Steinfort called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Mortensen.

2. APPROVAL OF MINUTES

Commissioner Gustafson moved to approve the minutes of the April 12, 2012, meeting as written. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS - None

4. NEW BUSINESS

Item No. 1 – Case No. Z-05-01-12 - Public Hearing to Rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted.

Chairman Steinfort opened the public hearing on the application of Ron and Rebecca Bramlage, owners, requesting to rezone the property at the northwest corner of Ash Street and Eisenhower Street from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District and asked for the staff report.

Mr. Yearout stated this property has been zoned “CR” for many years. This classification is the most restrictive of the commercial zones, with only eight permitted uses and two by conditional use permit. The “CSR” district is the one of the broadest classification that lists 54 different permitted uses; along with another 9 by conditional use permit. The neighborhood is dominated by single-family residential uses zoned either “RS” or “RG”, which is restricted to single-family homes. The hospital is zoned “RS” and all the “office uses” to the west are zoned “CR”. The property on the northeast corner of Eisenhower and Ash is zoned “CSR”; however it is developed as a dental office and a relatively small lot. The current use as a dental office is allowed in the “CR” district.

The existing building was established a year ago as a spec building and a portion has been occupied. To the west is another pad for a future building at a lower level. The request for the "CSR" district is to broaden the potential for tenants in the building.

Mr. Yearout stated it is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the development of the property; it just may take longer than the owner wishes. As previously stated, the area is dominated by residential uses; but because of the hospital, low impact commercial development has continued without any undue burdens on the infrastructure of the City or any harm to the uses established. For these reasons, staff is recommending that the request to rezone to the "CSR" district be denied. Mr. Yearout stated that the owner did receive a copy of the staff report.

Mr. Yearout informed the Commission they have three options available in making a recommendation to the City Commission. The Commission may recommend approval of the application as submitted; it may recommend denial of the application as submitted; or it may recommend a change to a more restrictive classification than requested. As explained in more detail in the staff report, the Commission could opt to recommend the "CN", Neighborhood Commercial, "CS" Service Commercial, or the "CSP" Special Commercial districts. This option is always available any time there is a request for a rezoning.

Commissioner Gustafson asked what was allowed in the three Zoning Districts staff has identified. Mr. Yearout stated there were 18 uses by right and 4 uses by Conditional Use Permit in the "CN" district; 43 uses by right and 6 uses by Conditional Use Permit in the "CSP" district; and, 52 uses by right and 12 uses by Conditional Use Permit in the "CS" district. At the request of the Commission, Mr. Yearout read the uses listed in the "CN" district. Several Commissioners and staff engaged in a discussion regarding the differences between the uses in the different classifications.

There being no further questions of staff, Chairman Steinfort opened the hearing for public comment.

Clint Francis, 308 Linden Street, Clifton, KS; stated he works for the Bramlage's. Mr. Bramlage and his attorney are out of town; therefore, Mr. Francis was present as the representative for the applicant. Mr. Francis stated they were surprised about the staff report. There has been little interest in the property for the last five years; therefore, the decision was made to go ahead and build a spec building. Currently there is one tenant and they feel they have not had much success in getting the other spaces filled due to the use limitations of the current zoning.

The property across Eisenhower Street is zoned "CSR" and has been that way for some time and nothing detrimental has happened to the neighborhood. The "CSR" zone would allow more use options and the owners could use their good judgment to get tenants. The traffic count is not high enough to attract any of the "undesirable" uses.

There are two potential tenants but the uses are not permitted in the "CR" zoning district. One is for a self-service Laundromat like the one on North Washington which would be good for the neighborhood. The other is a carpet warehouse with a showroom. These two uses could be allowed without any negative impact on the surrounding properties. As a negative impact use in the requested "CSR" district, the

staff report states on page 4 , paragraph 3, “sporting goods sale with outside storage . . .”; is incorrect. It should read; “sporting goods sales, *not including* outside storage . . .”.

Mr. Francis concluded by stating that the owner is asking for the zone change to open up the area for more uses. The uses that would be considered detrimental would need a higher traffic count and would not fit into this area.

There being no further public appearances, Chairman Steinfort closed the public hearing.

Mr. Yearout informed the Commission he had received an inquiry call from the Hospital administration; after explanation, no objection was expressed.

Discussion and comments ensued regarding the intended use of a Laundromat would be ideal for the area. If the property were to sell, there are too many allowable uses in the “CSR” district that could be detrimental to the area. The spec building design fits well and enhances the area. This building is located at a busy intersection and eventually appropriate tenants will chose to locate in this area; however, the current owner needs tenants now and the “CN” district would allow a Laundromat and/or carpet store. The fact that the property across the street is zoned “CSR”; however, the current use of a dental office and previous use of a drug store are allowed in the “CR” District. General discussion continued along these lines.

Chairman Steinfort asked if the special use permit option could be done. Mr. Yearout stated that was a possibility; however, a potential tenant usually would not be willing to wait 60 to 90 days before knowing whether it was approved. Mr. Yearout pointed out that each proposed use would be required to go through the public hearing process, which is time consuming.

Commissioner Dibben asked staff’s opinion about recommending the “CN” zone. Mr. Yearout responded that it would more than double the uses but not the full big “laundry list” of undesirable uses. He stated that he struggled a long time whether to recommend denial or the option of the “CN” district. At the staff level it is only a recommendation, both the MPC and the Governing Body have done differently. The economy has been slow for the past few years; but it is improving. Staff understands the desire of the owner to obtain viable tenants. This is a good location with a lot of traffic along Eisenhower and Ash Streets. There is a lot of activity going on in the area. The building is attractive and appropriate uses for the area will happen.

Discussion continued. Commissioner Dibben asked Mr. Francis if the owner would be amenable to accepting the “CN” classification. Mr. Francis stated it would “get them down the road”. He stated they understand the concerns of the community regarding the “CSR” district. He indicated that the special use permit makes everything take too long. The “CN” district would at least allow the owner to proceed with what they have in mind.

There being no further discussion or questions, Chairman Steinfort called for a motion.

Commissioner Gustafson moved that Case No. Z-05-01-12, concerning the request of Ron and Rebecca Bramlage, owner, requesting to rezone from “CR” Restricted Commercial District to “CSR” Service Commercial Restricted District be

amended to “CN” Neighborhood Commercial District for property at the northwest corner of Ash Street and Eisenhower Street, Junction City, Kansas, be recommended for approval by the City Commission based on the information presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. Z-05-02-12 - Public Hearing to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to rezone from “CSP” Special Commercial District to “RM” Multiple Family Residential District the residential properties in the vicinity of West 8th Street and Eisenhower Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, in a “nutshell”, this case was initiated by the Commission for the same reasons for the homes along 7th Street earlier this year to place the homes in a residential zoning to remove the nonconformity which virtually makes financing the single-family homes impossible. (*Legal aspects fully set out in the staff report.*) There are 20 individual properties affected by this rezoning. These homes are adjacent or near the rezoning initiated by John York on behalf of Sally Jardine last month (Case No. Z-04-01-12) to facilitate sale of the property.

Since the staff report, one call was received; after explanation, no objection was made. However, just as before, if a landowner wishes to retain the commercial zoning they may. To date, there has been no such request. Mr. Yearout stated that staff is recommending approval of the rezoning.

There being no questions of staff, Chairman Steinfort opened the hearing for public comments. There being no appearances, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-05-02-12, initiated by the Metropolitan Planning Commission to consider the rezoning of the residentially used properties on the south side of 8th Street on either side of Eisenhower Street from “CSP” Special Commercial District to “RM” Multiple Family Residential District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 3 – Case No. VC-05-01-12 - Public Hearing for Vacation of a Portion of a Platted Utility Easement, Junction City, Kansas.

Chairman Steinfort opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, LC, owners, requesting the vacation of a portion of the platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the owner wishes to vacate the south 10 feet of the 20-foot easement because all the utilities are installed in the northern 10 feet of the easement and there is also a 10-foot easement along Lots 2 through 13 of Block 4, which abuts the apartment lot on the north side. This effectively establishes a 30-foot easement.

Mr. Yearout briefly reviewed the information set out in depth in the staff report regarding the history of the Hickory Hills plat, Kansas Statutes regarding vacations, and the existing 30' utility easement. The 30' utility easement is over and above the Subdivision Regulations governing the establishment and design of plats. Staff has received comments from some of the utility companies indicating they do not oppose the vacation. The City has confirmed no water or sewer lines and the applicant indicates there are no existing utilities in the portion of the easement to be vacated. Therefore, based on the fact the public will suffer no loss or inconvenience and no private rights will be injured or endangered, staff is recommending approval of the vacation.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, stated the applicant is wishing to install a retaining wall based on grading issues. The desired retaining wall will be within the area proposed for vacation. If the easement were to remain in place, any utility company would have the right to push it out. As previously stated by staff, there are no utilities in this area and no foreseen reason for this 10' portion of the 20' dedicated easement to remain in place.

Chairman Steinfert asked about the water lines relative to required fire hydrants; whether they came from the parking lot or behind the units. Mr. Osbourn stated they are located in the parking lot area. Mr. Yearout and Mr. Osbourn both confirmed the area to be vacated was not necessary for any required installation of fire hydrants or water lines.

There being no further appearances, comments or questions, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. VC-05-01-12, the request of Kaw Valley Engineering, agent, on behalf of Hickory Hills Residences I, L.C., by A&S/HHC, LLC, its manager, requesting the vacation of the south ten (10) feet of the twenty (20) foot platted utility easement on the north side of Lot 1, Block 4, Hickory Hill Addition to Junction City, Kansas, and described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas. Commissioner Moyer seconded the motion and it passed unanimously.

Item No. 4 – Case No. VC-05-02-12 - Public Hearing for Vacation of a Platted Cross Access Easement, Junction City, Kansas.

Chairman Steinfert opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of James Sampson, owner, requesting the vacation of the platted cross access easement on Lot 3, Block 1, Sampson 2nd Addition, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that when the Planning Commission considered this plat in the fall of 2010, the applicants were asked to establish a Cross Access easement in anticipation of the development of more restaurants and to assure access to the parking lot at Holiday Inn Express. Since that time, the area has significantly developed as anticipated and the Cross Access easement has indeed assisted in the traffic flow for East Street and Chestnut Street. The owner now wishes to relocate the current platted easement; and by separate document, will dedicate a new cross access easement.

Mr. Yearout stated that staff is recommending approval of the vacation request based on the fact that the public will suffer no loss or inconvenience and no private rights will be injured or endangered; subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation is considered.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Leon Osbourn, Kaw Valley Engineering, representing the applicant stated that all he could say was that "architects like to change things"! The proposed building was enlarged and faced at a different angle. The cross access easement to the Holiday Inn Express will still be there, just slightly relocated.

There being no other appearances or questions of staff, Chairman Steinfert closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. VC-05-02-12, the application of Kaw Valley Engineering, agent, on behalf of James D. Sampson, owner, requesting the vacation of the platted cross access easement in Sampson's 2nd Addition to Junction City, Kansas, described in the petition for vacation be recommended for approval to the City Commission of Junction City, Kansas, subject to the presentation of the dedication of a new cross access easement for approval at the same meeting as the vacation. Commissioner Dibben seconded the motion and it passed unanimously.

Item No. 5 – Case No. SUP-05-01-12 Public Hearing requesting a Special Use Permit for massage therapy and personal fitness training, Junction City, Kansas

Chairman Steinfert opened the public hearing on the application of Audrey Vieux, owner, requesting a Special Use Permit for massage therapy and personal fitness training activities at 222 Caroline Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that Ms. Vieux wishes to establish these activities in her home and Staff has determined they do not qualify as a "home occupation"; therefore, the special use permit process was the most reasonable approach for consideration of these uses in a residential district. The only other option would be to request a commercial rezoning which undoubtedly would not be approved. Ms. Vieux has indicated the proposed operation will be located in the basement of her home and has provided pictures and an outline of the personal fitness program.

Our office has received calls from Garry Burges, Steve Roles and Richard Rothfuss, property owners in the notification area. All calls were just asking for clarification and, in the end, there were no objections; which speaks volumes for acceptable uses within a residential setting versus requiring a commercial zone change. Mr. Yearout concluded by stating that staff is recommending approval of the special use permit for reasons outlined in the staff report; subject to the limitation of one sign (*specific guidelines in staff report*).

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Audrey Vieux, 222 Caroline Court, stated she has been doing this for eight years. She is a military wife and it is much easier to work out of her home. They will be stationed here for 2-3 years and then plan to rent the property. Basically, as far as parking goes, there is a double car garage with driveway where clients can park. Ms. Vieux stated all her clients are by appointment only. She does not put her address on the web page, only a phone number. Ms. Vieux stated the fitness training program will not start until she has the necessary equipment, the yard finished and the proper insurance and documentation. No loud music is used. The group sessions will be running around the neighborhood or parks as permitted.

In response to questions from Commissioners, Ms. Vieux stated her group license is for a maximum of 5 per class; classes are 9-10 a.m. MWF and 5-6 p.m. on T & Th; the back yard is fenced because most people do not like to be seen working out; still working on getting the grass in shape; will not have any employees; agreeable to no front yard equipment; plan to rent the property when husband is reassigned; have two toddlers and will not take appointments after 7 p.m.

Commissioners discussed requiring the same type of restrictions that have been applied to the day care homes. The advisability of including no employees and setting a time frame on the Permit were discussed. Mr. Yearout stated he did not discuss a time length with the applicant because it had been assumed the property would be sold when they left. However, in light of the fact the Vieux's intend to retain the property a condition of the Permit could be that it become null and void when Ms. Vieux leaves.

There being no other appearances or questions of staff, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Gustafson moved that Case No. SUP-05-01-12, the application of Audrey Vieux, owner, requesting a Special Use Permit on property zoned "RS" Suburban Residential District to allow massage therapy and personal fitness training at 222 Caroline Court, Junction City, Kansas, be recommended for approval by the City Commission of Junction City subject to the following conditions: 1) one sign (as specified in the staff report); 2) no permanent equipment in the front yard; 3) hours of operation from 7 a.m. to 7 p.m.; 4) fenced area for training purposes; 5) no employees from outside the home; and 6) permit to become null and void if or when applicant no longer resides at 222 Caroline Court; based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 6 – Case No.TA-05-01-12, Public Hearing to consider an amendment to the Junction City and Geary County Zoning Regulations.

Chairman Steinfort opened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations and the Geary County Zoning Regulations by deleting language referencing Family Day Care Homes and allowing Day Care Homes by right in residential districts, and asked for the staff report.

Mr. Yearout stated that most other communities required all day cares to secure a permit, none was allowed by right. However, because of Ft. Riley this area has many more day cares than other communities do. Now that KDHE has changed its licensing

standards, it no longer has a Family Day Care Home (FDC) category limited to 6 children. The minimum license a provider now receives from KDHE is a maximum of 10 children. As explained in the staff report, the proposed amendment will drop the FDC and allow a Day Care Home (DCH) maximum of 10 children by right in residential areas. Four specific "performance standards" (*set out in the staff report*) will be added for a DCH to be permitted by right.

Mr. Yearout stated that the biggest issue will be the fee. Presently the FDC fee is \$35; and all other child care facilities pay a \$100 fee. Appropriate amendments will be made to other City Code sections dealing with child care.

As the MPC is aware, numerous providers have applied to the Board of Zoning Appeals for a conditional use permit to allow the maximum of 10 children per their KDHE license. It is anticipated there will be some complaints about these changes; however, staff believes it is time to accept the situation and adjust the local policies, rules and regulations to match what is happening with KDHE.

Commissioner Watson commented that the fee of \$100 was not out of line for two different required inspections by City staff. Being a child care provider is a business providing a service to the community and the fee is part of that business' operating expenses.

Chairman Steinfort asked if the proposed amendments would be more in line with KDHE licensing standards. Mr. Yearout stated that it would because the proposal will eliminate the FDC (maximum 6), which does not exist with KDHE; and allow the DCH (maximum of 10) by right with performance standards.

Commissioner Gustafson questioned the hours of operation limitation. She suggested an option of no set hours but based perhaps upon a neighborhood complaint. Mr. Yearout explained the wording is in place to allow drop-off and pick-up outside the general operational hours. If there were a complaint, the set hours provide for enforcement, if needed. Following a brief discussion, it was the consensus of the Commission that the hours are a "guideline".

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Watson moved that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County. Commissioner Moyer seconded the motion and it passed unanimously.

RECESS AS METROPOLITAN PLANNING COMMISSION AND CONVENE AS BOARD OF ZONING APPEALS

Commissioner Ryan moved to recess as the Metropolitan Planning Commission and convene as the Board of Zoning Appeals. Commissioner _____ seconded the motion and it carried unanimously.

5. OLD BUSINESS - None

6. NEW BUSINESS

Item No. 1 – Case No. BZACU-05-01-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfert opened the public hearing on the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that the staff report outlines the guidelines (*which this Board is more than familiar with!*) when considering an application for a conditional use permit. Based on previous cases and the proposed amendment to the Zoning Regulations, staff has come to the conclusion that “consistency” is no longer warranted and; therefore, staff is recommending approval of the conditional use permit subject to the four conditions (*performance standards*) set out in the staff report.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Erin Smith, 1504 Rockledge Court, stated that she was the owner of the All Stars Day Care. She has two nieces and nephews that come after school; therefore the need to increase the maximum number of children allowed by the City Certificate.

Commissioner Gustafson asked Ms. Smith if she accepted the conditions as outlined by staff. Ms. Smith indicated in the affirmative.

There being no further appearances, questions or comments, Chairman Steinfert closed the public hearing and called for a motion

Commissioner Gustafson moved that Case No. BZACU-05-01-12, the application of Erin Smith, owner, requesting a Conditional Use Permit to operate a Day Care Home for a maximum of 10 children in the “RG” General Residential District at 1504 Rockledge Court, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Ryan seconded the motion and it passed unanimously.

Item No. 2 – Case No. BZACU-05-02-12 - Public Hearing for Conditional Use Permit to operate a Day Care Home.

Chairman Steinfert opened the public hearing on the application of Lacey Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home (maximum of 10 children) in the “RG” General Residential District at 413 West Vine Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated, here again, the guidelines for consideration of a conditional use permit are outlined in the staff report and that staff is recommending approval subject to the four conditions as listed in the report.

There being no questions of staff, Chairman Steinfert opened the hearing for public comment.

Lacy Landreville, 413 West Vine Street, stated she has two children of her own that count toward the six allowed by the City Certificate. She would like to be able to take care of more children.

In response to questions from Commissioners, Ms. Landreville stated that once the ground settles from a sewer line repair, the rear yard will be again fenced as a play area for the children; and had no problem with the conditions attached to the Permit.

There being no other appearances, questions or comments, Chairman Steinfort closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-05-02-12, the application of Lacy Landreville, owner, requesting a Conditional Use Permit to operate a Day Care Home in the "RG" General Residential District at 413 West Vine Street, Junction City, Kansas, be approved subject to the conditions listed in the staff report and based on the findings outlined in the staff report and as presented at the public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

Commissioner Dibben moved to adjourn as the Board of Zoning Appeals and reconvene as the Metropolitan Planning Commission. Commissioner Watson seconded the motion and it passed unanimously.

7. GENERAL DISCUSSION

Item No. 1a. – General Zoning Text Amendments

Mr. Yearout handed out a staff memo referencing General Zoning Text Amendments. As indicated in the memo, a couple of issues have arisen over the past month that gives pause to potential amendments to the City and County zoning regulations. One being churches and schools; and the other home occupations.

The EDC broached concerns relative to allowable locations for churches. Mr. Yearout stated that churches are allowed by right in all the residential and commercial districts, with the exception of the "CC" (*Central Commercial*) district which requires a conditional use permit; and prohibited in the "CSS" district (*adult entertainment*).

With respect to churches and schools, there is the issue of the required 200-foot separation (*required by City Code*) from any establishment dispensing alcoholic beverages. This occurred within the last year when the Nazarene Church/School located in the old _____ building across from the Napolis restaurant (*South Washington Street*) which has always carried a liquor license. Measuring from doorway to doorway exceeded the 200 feet; however, property line to property line did not. This separation requirement has been rescinded by the Kansas Statutes and ABC licensing requirements.

The proposed Dick Edwards development at I-70 and Hwy 77 is wrapped up in a Tax Increment Financing (TIF) agreement with a portion of the outer parameters available for other development. If a church or school were to locate on that property,

there would be no property or sales tax income to go toward payment of the bonds. If the anticipated income is not forthcoming and the owner defaults, it could go against the City's financial credit rating.

Mr. Yearout stated that staff is recommending that this issue regarding the 200-foot separation requirement and restricting churches and schools by either zoning classification, conditional or special use permits, or some other option be set for *discussion only* at the next meeting. At that time, the MPC can determine whether or not to schedule a public hearing for regulation amendments.

Commissioner Moyer asked if there was any type of recommendation from the EDC. Mr. Yearout stated "no" but they talked about three options: 1) churches should never be restricted; 2) churches should be restricted; and 3) the 200-foot separation issue. This is obviously a sensitive issue, which is one reason staff is recommending a "discussion only" session which may or may not help in determining whether or not any amendments are warranted to the City or County codes.

It was the consensus of the Commission to place this item on the next agenda for discussion.

Item 1b. – General Zoning Text Amendments

Mr. Yearout explained that just recently an individual has inquired about selling firearms from the home. The practice of buying and selling firearms from another state or through the internet requires the recipient to have some sort of federal ATF license. Apparently, the practice is to find a licensed "buyer" to receive the weapon and in turn pass it on to the purchaser. This could have been handled as a special use permit; however, staff believes this type of business transaction does not need to be advertised for various reasons. It would be best if handled as a "home occupation". The current restrictions on "home occupations" clearly restrict sales and distribution of merchandise from the home. But, this technically should prohibit other "sales" operations from the home such as jewelry, Mary Kay, internet sales and many other similar operations that we know exist. This needs to be address so the zoning regulations deal with the reality of what occurs within the community. Staff is suggesting a public hearing be set on a potential text amendment for home occupations.

Discussion ensued among the Commissioners regarding "monthly/weekly" garage sales, and the multiple types of sales from the home. Encourage home based businesses and still protect the integrity of residential neighborhoods. The question was raised about sales tax, and Mr. Yearout stated they do not pay a sales tax. *(Dave, I recently went to a "vendor" party and had to pay a sales tax, is it a different type? Exactly what type of taxes are they required to pay?)*

Commissioner Gustafson moved that the Metropolitan Planning Commission set a public hearing on a potential text amendment to the Zoning Regulations of Junction City concerning home occupations and the performance standards and range of activities permitted for home occupations and direct staff to draft suggested amendment and to publish the required notice of public hearing for the next meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item 2. – Commissioner Terms Expiring

Mr. Yearout stated the terms for Chairman Steinfort (*City/County appointee*), Commissioner Ryan (*City*), and Commissioner Moyer (*County*) expire next month. He asked if they wished to be considered for reappointment.

Chairman Steinfort stated he would not be seeking reappointment. He stated he has been a board member for a number of years, and is ready to step down. (*In searching the files, staff learned Mr. Steinfort started serving in January of 2000 and has been Chairman since 2006.*) This obviously includes the time prior to the consolidation of the MPC/BZA and City/County agreement to form one Board in June of 2009 as allowed by Kansas Statute.

Commissioner Ryan also politely declined. Mr. Ryan has been a board member since 2009. (*Since the meeting, Mr. Ryan has agreed to be considered for reappointment.*)

Commissioner Moyer indicated he was unsure at the moment but would let Mr. Yearout know as soon as possible. (*In searching the files, staff found that Mr. Moyer has served since November of 2005.*)

8. ADJOURNMENT

There being no further business, Commissioner Gustafson moved to adjourn. Commissioner Moyer seconded the motion and it carried unanimously. Chairman Steinfort declared the meeting adjourned at 9:52 p.m.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

May 10, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: TA-05-01-12 – Day Care Provisions in City and County Zoning Regulations

Background: At the direction of the Metropolitan Planning Commission, staff published for a public hearing at the May, 2012, meeting for consideration of amendments to both the City and County Zoning Regulations concerning the manner in which day care operations are addressed. This followed a number of requests wherein people either operating existing Family Day Care Homes or wishing to establish a Day Care operation for the first time have sought approval for a Day Care Home, which allows up to 10 children. This is primarily because the State of Kansas has changed its licensing standards and it no longer has a category for a Family Day Care Home limited to 6 children. Under the old provisions, these operations were “registered” and not “licensed” by the State and the changes to Kansas law last year resulted in the elimination of the Family Day Care Home category. After evidence that the operators would all be seeking the new Day Care Home category, the MPC determined it advisable to consider amendments to the City and County Zoning Regulations.

Zoning Regulation Amendments

The intent is to amend both the City and County Zoning Regulations making the operation of a Day Care Home allowing up to 10 children under the standards established by the State of Kansas as a use by right in the residential districts where a Family Day Care Home is presently allowed. The amendments will also establish specific “performance standards” that restricts the sign size for the operation, restricts placement of permanent play equipment, and establishes a limit of operating hours. There will also be some requirements concerning provision of parking and some other issues as appropriate.

Specifically, the Zoning Regulations will be amended to eliminate the definition of Family Day Care Home; all sections the presently allow a Family Day Care Home by right will be changed to permitting a Day Care Home by right; the language that identifies what requires a Conditional Use Permit will be changed to eliminate that process for a Day Care Home; and specific language will be added as a “performance requirement” for a Day Care Home permitted by right to read as follows:

1. No signage for the Day Care Home shall be permitted on the property beyond a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)
2. No permanent outside play equipment shall be placed in the front yard area of the property.
3. The Day Care Home shall have general operating hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, provided that drop-off's and pick-up's may occur outside these hours when conditions warrant due to needs of the clients.
4. A fenced area be provided for outdoor play in the side or rear yard.

These changes shall be made in both the City and County Zoning Regulations. If there are other performance standards or items of concern on this, the MPC needs to address them at this time.

Child Care Code Amendments

If the Zoning Regulations are amended as stated above, we will also present amendments to the Child Care Code for both the City and County to match the same standards and definitions. The biggest change anticipated will be the elimination of the \$35.00 fee for the Family Day Care Home classification. All other child care facilities have required a \$100.00 fee for the Certificate issued under these local Codes to offset the costs associated with the inspections performed annually by both the Fire Department and the Building Code Enforcement Department.

We anticipate there may be some complaints about these changes because there are some operators that maintain the Family Day Care classification irrespective of the new license from the State of Kansas as a licensed Day Care Home. However, given the recent pace of conversion of operators to the Day Care Home classification, staff believes it is time to simply accept the situation and adjust the local policies, rules and regulations to match what is happening with the State of Kansas.

Staff Recommendation: Staff recommends the MPC recommend approval of these amendments to the Junction City and Geary County Zoning Regulations.

SAMPLE MOTION:

I move that the proposed amendments to the Junction City and Geary County Zoning Regulations concerning Day Care operations be recommended for adoption by the City Commission of the City of Junction City and the Board of County Commissioners of Geary County.

ORDINANCE NO. G-1113

AN ORDINANCE AMENDING TITLE IV. LAND USE, CHAPTER 400: ZONING – GENERAL PROVISIONS, ARTICLE I, TITLE- INTENT AND PURPOSE - DEFINITIONS, SECTION 400.030, DEFINITIONS; ARTICLE V, MISCELLANEOUS REQUIREMENTS; AND CHAPTER 405: DISTRICT REGULATIONS; ARTICLE I, RESIDENTIAL DISTRICTS, SECTION 405.010 “RS” SUBURBAN RESIDENTIAL DISTRICT, SECTION 405.020 “RG” GENERAL RESIDENTIAL DISTRICT 405.030 “RD” DUPLEX RESIDENTIAL DISTRICT, AND SECTION 405.040 “RM” MULTIPLE-FAMILY RESIDENTIAL DISTRICT OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, the Junction City – Geary County Metropolitan Planning Commission did on May 10, 2012, conduct a public hearing on the proposed amendments to the Junction City Zoning Regulations pertaining to amending certain sections of said Zoning Regulations regarding day care operations; and,

WHEREAS, this City Commission has reviewed the record of said Metropolitan Planning Commission meeting and thoroughly discussed the recommendation made therein.

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

Section 1. Section 400.030, DEFINITIONS, is hereby amended by deleting the term “FAMILY DAY CARE HOME”.

Section 2. Section 400.335, DAY CARE HOME PERMFORMANCE STANDARDS, is hereby added as follows:

1. The only signage permitted shall be a non-illuminated wall sign no more than one (1) square foot in area, which shall be the same color and contrast in message content as is provided for the street address on the property. (i.e. black lettering against a background of the color of the exterior of the home.)
2. No outside play equipment shall be placed in the front yard area of the property.
3. The Day Care Home shall have general operating hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, provided that drop-off's and pick-up's may occur outside these hours when conditions warrant due to needs of the clients.
4. All outside play areas shall be fenced.

Section 3. Section 405.010, “RS” SUBURBAN RESIDENTIAL DISTRICT, existing section B.3. and C.3. are hereby repealed and new paragraphs B.3. and C.3. are adopted to read as follows:

B. *Permitted Uses.*

3. Day care home.

C. *Conditional Uses.*

3. Child care center and group day care home.

Section 4. Section 405.020, “RG” GENERAL RESIDENTIAL DISTRICT, existing section B.2. and C.2. are hereby repealed and new paragraphs B.2. and C.2. are adopted to read as follows:

B. *Permitted Uses.*

2. Day care home.

C. *Conditional Uses.*

2. Child care center and group day care home.

Section 5. Section 405.030, “RD” DUPLEX RESIDENTIAL DISTRICT, existing section B.2. and C.1. are hereby repealed and new paragraphs B.2. and C.1. are adopted to read as follows:

B. *Permitted Uses.*

2. Day care home.

C. *Conditional Uses.*

1. Child care center and group day care home.

Section 6. Section 405.040, “RM” MULTIPLE-FAMILY RESIDENTIAL DISTRICT, existing section B.3., C.1. and F. are hereby repealed and new paragraphs B.3., C.1. and F. are adopted to read as follows:

B. *Permitted Uses.*

3. Day care home.

C. *Conditional Uses.*

1. Child care center and group day care home.

F. *Day Care Exceptions.* Day care homes shall only be permitted in single-family and two-family dwellings. At no time shall a day care home be permitted in any multiple-family dwelling.

Section 7. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- k. Consideration and Approval of the Award of Bid - 2012 Street Maintenance Program. Municipal Services Director McCaffery presenting.

City of Junction City

City Commission

Agenda Memo

June 19, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: **Award of Bid – 2012 Street Maintenance Project**

Objective: The consideration and approval of the award of bid for the 2012 Street Maintenance Project.

Explanation of Issue: The City has budgeted funding for various street maintenance improvements within the 2012 budget. City staff has evaluated and identified various segments and localized areas for repairs as part of this program.

An outline of planned improvements was provided to the City Commission at the April 17, 2012 City Commission meeting (See attached summary). These recommendations are attached in the 2012 Street Maintenance Program Recommended Treatment Method Summary.

KAW Valley Engineering was retained for the development of plans and specifications for these various improvements. The project has been broken up into three segments; Part I Micro-Surfacing; Part II Concrete Patching and Part III Crack Sealing.

The City has advertised for bids within The Daily Union and the City's website for bids.

Various bids were received for each of the parts of the overall program. Also, in the budgeting within the Engineering Department and through KVE engineer's estimates were developed and used in order to provide some insurance that the scope of the program could be realized. In each of the bids received the City has seen a substantial costs increase in prior years for the work in all three part of the program. Given this, City staff is recommending the following:

Part I – Micro-Surfacing

Removal of some of previous planned segments from within the program, and look to award the bid to Vance Brothers, Kansas City, KS in the amount of \$192,447.60 for this segment. This would allow the program to move forward and keep the contract within budget limits. The segments being removed would be re-evaluated and likely recommended in the 2013 program. The bid summary is provided below:

Bidder	Bid Amount	Amount of Award
*Vance Brothers (Kansas City, KS)	\$236,750.00	\$192,447.60
Ballou	\$286,750.00	
Engineer's Estimate	\$230,000.00	
*Low Bid		

Part II – Concrete Patching

It is recommended that given the engineer’s cost estimate (\$94,160) and costs in which the City received for this portion of the bid (\$235,000 to 265,000), it is recommended that the City Commission reject all bids received and allow staff to re-bid this segment at a later date, given the overall costs and the units which have been bid, not falling in line with 2012 budget limits.

Part III – Crack Sealing

Removal of some of the previously planned segments from within the program, and look to award the bid to Konza Construction, Junction City, KS in the amount of \$97,072.40. This would allow the program to move forward and keep the contract within budget limits. Segments being removed would be re-evaluated and either be addressed through the Public Works operations in the fall 2012 or likely be included within the 2013 program. The bid summary is provided below:

Contractor	Bid Amount	Amount of Award
*Konza Construction (Junction City, KS)	\$217,505.35	\$97,072.40
Vance Brothers (Kansas City, KS)	\$211,257.20	
Engineer’s Estimate	\$108,584.00	
*Low Bid basis on 3% local vendor preference provision per the City’s Fiscal Policy		

A bid tab is attached, outlining the scope of the entire 2012 Street Maintenance Program. City staff has reviewed these bids and recommends proceeding with the Part I, Micro-Surfacing and Part III Crack Sealing segments of the program at this time give the time of the construction season, the amount of the bids received and need to address the pavement conditions of the various segments identified at this time.

Should the City Commission approve the award of bid it is anticipated the Micro-Surfacing will be completed before the end of the summer 2012 and the Crack Sealing work would be completed before the end of the fall 2012.

Budget Impact: Funding for this project is available within the Street Fund

Alternatives: The City Commission may approve, modify, table or deny the bid/ contract request

Special Considerations: The City staff has received no comments from the public on this item.

Recommendation: Staff recommends approval of the award of bid for Part I (Micro-Surfacing) of the 2012 Street Maintenance Program in the amount not to exceed \$192,447.60 to Vance Brothers, Kansas City, KS, rejection of all of the bids for Part II (Concrete Patching) and award of bid for Part III (Crack Sealing) of the 2012 Street Maintenance Program in the amount not to exceed \$97,072.40 to Konza Construction, Junction City, KS.

Suggested Motion: Commissioner _____ moves to approve the award of bid for Part I (Micro-Surfacing) of the 2012 Street Maintenance Program in the amount not to exceed \$192,447.60 to Vance Brothers, Kansas City, KS, rejection of all of the bids for Part II (Concrete Patching) and award of bid for Part III (Crack Sealing) of the 2012 Street Maintenance Program in the amount not to exceed \$97,072.40 to Konza Construction, Junction City, KS. , as presented. Commissioner _____ seconded the motion.

Enclosures: KAW Valley letter dated 5/24/12 and 2012 Street Maintenance Project
- Bid Tabulation
2012 Street Maintenance Program Summary



KAW VALLEY ENGINEERING, INC.

May 24, 2012
A12D5942

Mr. Greg McCaffery
Assistant City Manager
City of Junction City, KS
P.O. Box 287
Junction City, KS 66441



**RE: Recommendation of Award of Contract
2012 Street Maintenance – Junction City, Kansas**

Dear Mr. McCaffery:

Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements. The original budget for these projects was exceeded with the bids received. With a \$400,000.00 budget Kaw Valley Engineering, Inc. (KVE) is recommending approval of a portion of the bids and rejection of others.

Part I – Micro-Surfacing KVE is recommending removal of approximately 14,430 SY of area for a budget of \$192,447.60. The final quantity and costs will be field measured when the project is complete. The quantities removed from the project are from portions of 13th Street, Eisenhower Drive and 14th Street. Although these streets were good candidates for this project these met the quantities required to be below \$200,000.00.

Part II-Concrete Patching KVE is recommending rejection of these bids. The project will be rebid at a later time due to overall costs involved with this portion. We believe reviewing the costs of the materials and mobilization that a smaller project may attract more inquiries.

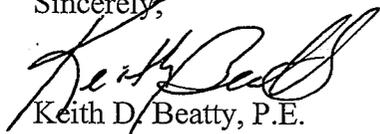
Part III-Crack Sealing contract will be paired down also with a contract amount of \$97,072.40. Crack sealing will be completed within Hargreaves Addition, Westwood Addition and Indian Ridge. The low bidder for the project was Vance Brothers however, due to City Policy Konza Construction Co., Inc was within 3% of their bid and per Mike Hackley would honor the bid amounts for crack sealing of \$0.92 per L.F. instead of their \$0.985 per L.F.

As discussed this project could be presented to the City Commission for award of contract at their next regular meeting of June 5, 2012. Kaw Valley Engineering will be present at the City Commission Meeting to answer any questions.

other locations

Mr. Greg McCaffery
May 24, 2012
Page 2 of 2

Sincerely,



Keith D. Beatty, P.E.
Manager of Civil Design Services

KDB:slm
Attachment

xc: Vance Brothers
Bryant & Bryant Const., Inc.
Konza Construction
Ballou

\\WCSEVER2\Projects\A12_5942\Design\Correspond\Ltr To G Mccaffery Re Recommendation Of Award.Docx

BID TABULATION SHEET

Project No.: A1205942
 Date: May 24, 2012
 Page: 1 of 1

2012 STREET MAINTENANCE
 JUNCTION CITY, KANSAS

KAW VALLEY ENGINEERING, INC.
 2319 North Jackson, PO Box 1304
 Junction City, MO 64401
 Tel: 785-762-6940

Part I - Micro-Surfacing			Vance Brothers			Bryant & Bryant Const., Inc.			Kenza Construction Co., Inc.			Ballou		
Item	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. Mobilization	1	L.S.	\$3,000.00	\$3,000.00										
2. Micro-Surfacing	75,000	S.Y.	\$3.07	\$2,301,250.00										
3. Traffic Control	1	L.S.	\$3,500.00	\$3,500.00										
TOTAL BID FOR MICRO-SURFACING				\$236,750.00										

Part II - Concrete Patching			Vance Brothers			Bryant & Bryant Const., Inc.			Kenza Construction Co., Inc.			Ballou		
Item	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. Mobilization	1	L.S.	\$7,500.00	\$7,500.00										
2. Reinforced Concrete 6" (No. 4's @ 2' O.C.)	3,400	S.Y.	\$46.00	\$156,400.00										
3. Traffic Control	1	L.S.	\$5,500.00	\$5,500.00										
4. Base Manipulation	650	S.Y.	\$28.00	\$18,200.00										
5. Base Rock	1	C.Y.	\$28.00	\$28.00										
6. Cub and Gutter	20	L.F.	\$20.00	\$400.00										
7. Concrete Removal	3,400	S.Y.	\$2.20	\$7,480.00										
8. Asphalt Removal	680	S.Y.	\$2.50	\$1,700.00										
9. Asphalt Patching	80	S.Y.	\$28.00	\$2,240.00										
TOTAL BID FOR MICRO-SURFACING				\$185,948.00										

Part III - Crack Sealing			Vance Brothers			Bryant & Bryant Const., Inc.			Kenza Construction Co., Inc.			Ballou		
Item	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. Mobilization	1	L.S.	\$4,000.00	\$4,000.00										
2. Crack Sealing	29,840	L.F.	\$0.92	\$27,452.80										
Higreses Addition	44,500	L.F.	\$0.90	\$40,050.00										
Westwood Addition	30,650	L.F.	\$0.90	\$27,585.00										
Indian Ridge	6,740	L.F.	\$0.90	\$6,066.00										
Wheatland Hills	32,400	L.F.	\$0.90	\$29,160.00										
Green Hills	76,200	L.F.	\$0.96	\$73,152.00										
Misc. Areas														
TOTAL BID FOR MICRO-SURFACING				\$211,257.20										

**City of Junction City
Engineering Department**

2012 Street Maintenance Program Recommended Treatment Method

Concrete Work - Engineer's Estimate

Location	Quantity	Unit	Unit Price	Total Price
Garfield & Hemlock V.G.	12	Sq. Yds.	\$40.00	\$480.00
Cedar & Garfield V.G.	12	Sq. Yds.	\$40.00	\$480.00
Shamrock & Skyline V.G.	9	Sq. Yds.	\$40.00	\$360.00
Sunshine & Skyline V.G.	22	Sq. Yds.	\$40.00	\$880.00
Cypres & Garfield V.G. (East Leg)	12	Sq. Yds.	\$40.00	\$480.00
Garfield & Ash V.G. (New)	14	Sq. Yds.	\$40.00	\$560.00
Webster & Skyline V.G.	13	Sq. Yds.	\$40.00	\$520.00
Elm & Madison V.G.	10	Sq. Yds.	\$40.00	\$400.00
Kadence & Sage V.G. (New)	13	Sq. Yds.	\$40.00	\$520.00
Elm & Jefferson West Approach	195	Sq. Yds.	\$40.00	\$7,800.00
Vine & Jefferson E. & W. Approaches	253	Sq. Yds.	\$40.00	\$10,120.00
1900 Block Deer Trail	266	Sq. Yds.	\$40.00	\$10,640.00
400 Block South Jackson Street	150	Sq. Yds.	\$40.00	\$6,000.00
Madison Street 13th to 16th Streets	660	Sq. Yds.	\$40.00	\$26,400.00
600 to 700 Block Adams Street V.G.	600	Sq. Yds.	\$40.00	\$24,000.00
Eved & Chestnut V.G.	17	Sq. Yds.	\$40.00	\$680.00
North Park & Thompson Drive	63	Sq. Yds.	\$40.00	\$2,520.00
Ash & Windwood V.G.	33	Sq. Yds.	\$40.00	\$1,320.00
TOTALS	2354	Sq. Yds.	\$40.00	\$94,160.00

MicroPave Work - Engineer's Estimate

Location	Quantity	Unit	Unit Price	Total Price
13th Street~Calhoun to Jackson	4550	Sq. Yds.	\$3.50	\$15,925.00
Jefferson Street~1st to Ash	14000	Sq. Yds.	\$3.50	\$49,000.00
Ash Street~U.S. 77 to Eisenhower	17000	Sq. Yds.	\$3.50	\$59,500.00
Westwood Blvd.~18th to Thompson S.B.	8900	Sq. Yds.	\$3.50	\$31,150.00
Westwood Blvd.~18th to Manley N.B.	5300	Sq. Yds.	\$3.50	\$18,550.00
14th Street~Eisenhower to Westwood	3900	Sq. Yds.	\$3.50	\$13,650.00
Eisenhower Dr.~14th to 12th	2500	Sq. Yds.	\$3.50	\$8,750.00
Eisenhower Dr.~8th to 6th	1200	Sq. Yds.	\$3.50	\$4,200.00
Chestnut St.~Spruce to Webster	8500	Sq. Yds.	\$3.50	\$29,750.00
Spruce Street~Eisenhower to Bunker Hill	2350	Sq. Yds.	\$3.50	\$8,225.00
Jackson St.~Maple to Beck	1800	Sq. Yds.	\$3.50	\$6,300.00
Maple Street~Jackson to Madison	1500	Sq. Yds.	\$3.50	\$5,250.00
TOTALS	71500	Sq. Yds.	\$3.50	\$250,250.00

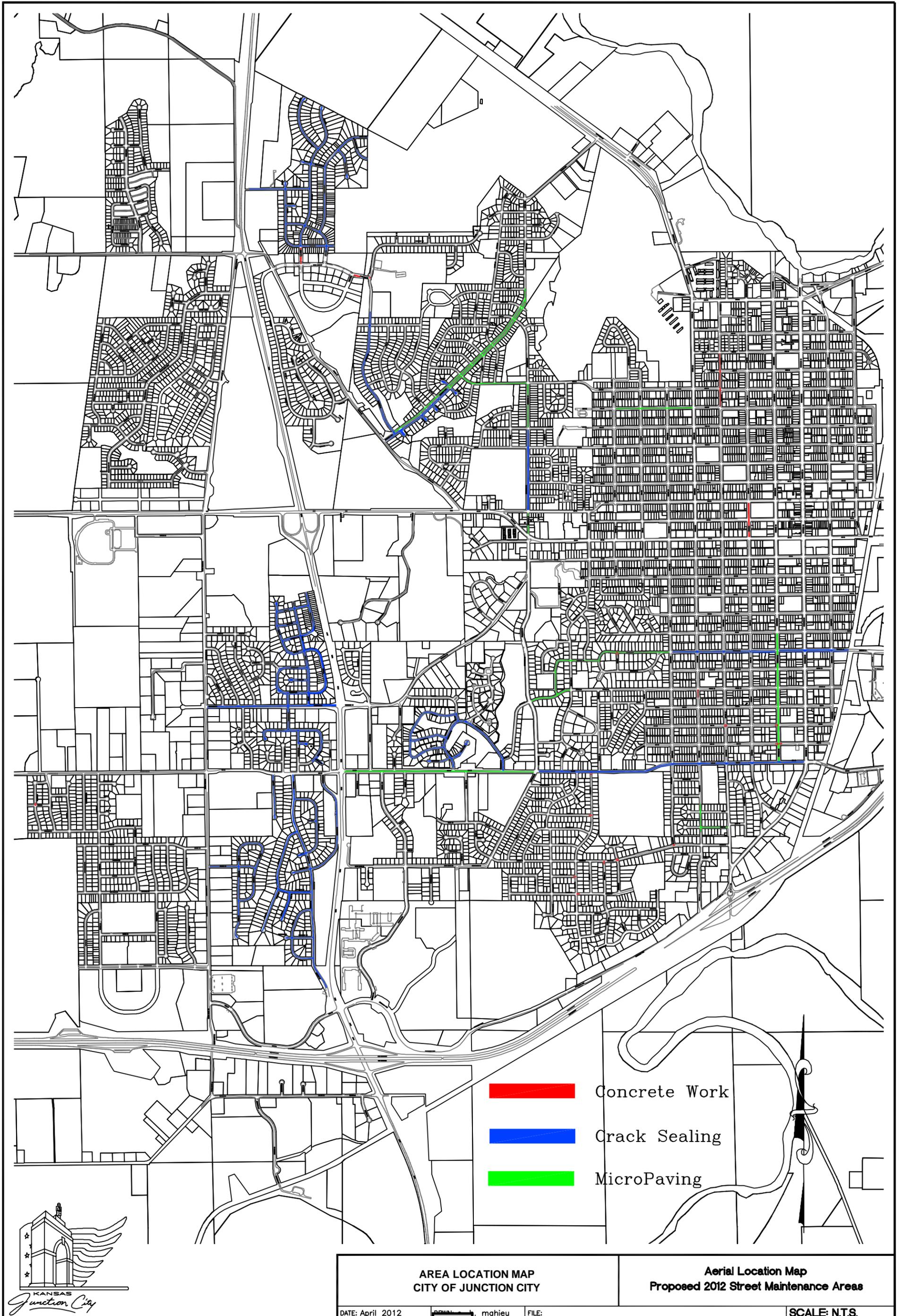
**2012 Street Maintenance Program Recommended Treatment Method
Project Totals Summary**

Type of Work	Quantity	Unit	Unit Price	Total Price
Joint/Crack Filling	67865	Ln. Ft.	1.6	\$108,584.00
Concrete	2354	Sq. Yds.	\$40.00	\$94,160.00
MicroPave	71500	Sq. Yds.	\$3.50	\$250,250.00
Project Totals				\$452,994.00

City of Junction City
Engineering Department
2012 Street Maintenance Program Recommended Treatment Method

Joint/Crack Filling Work - Engineer's Estimate

Location	Quantity	Unit	Unit Price	Total Price
Dries Circle	160	Ln. Ft.	\$1.60	\$256.00
Manley Circle	160	Ln. Ft.	\$1.60	\$256.00
Settgast Circle	160	Ln. Ft.	\$1.60	\$256.00
Washburn Circle	160	Ln. Ft.	\$1.60	\$256.00
Raymond Circle	125	Ln. Ft.	\$1.60	\$200.00
Westwood Blvd.~Rucker Road to Manley N.B.	1680	Ln. Ft.	\$1.60	\$2,688.00
Thompson Dr.~Westwood to North Park	2680	Ln. Ft.	\$1.60	\$4,288.00
Deer Trail	3000	Ln. Ft.	\$1.60	\$4,800.00
Lydia Lane	2200	Ln. Ft.	\$1.60	\$3,520.00
Lauren Lane	200	Ln. Ft.	\$1.60	\$320.00
Quail Run	1175	Ln. Ft.	\$1.60	\$1,880.00
Nicole Lane	1240	Ln. Ft.	\$1.60	\$1,984.00
Brooke Bend	2480	Ln. Ft.	\$1.60	\$3,968.00
Carmen Court	185	Ln. Ft.	\$1.60	\$296.00
Dawn Meadow	300	Ln. Ft.	\$1.60	\$480.00
Deb's Sunrise Trail	625	Ln. Ft.	\$1.60	\$1,000.00
Olivia Dancing Trail	550	Ln. Ft.	\$1.60	\$880.00
Katie Rose Trail	1215	Ln. Ft.	\$1.60	\$1,944.00
Eisenhower~11th Street to 8th Street	1640	Ln. Ft.	\$1.60	\$2,624.00
Chestnut~Webster to Rail Road Tracks	3305	Ln. Ft.	\$1.60	\$5,288.00
Ash Street~Washington to Eisenhower	5415	Ln. Ft.	\$1.60	\$8,664.00
Bittersweet Drive	2615	Ln. Ft.	\$1.60	\$4,184.00
Woodland Circle	500	Ln. Ft.	\$1.60	\$800.00
Mistletoe Circle	460	Ln. Ft.	\$1.60	\$736.00
Tamerisk Drive	2345	Ln. Ft.	\$1.60	\$3,752.00
Columbine Drive	750	Ln. Ft.	\$1.60	\$1,200.00
Holly Lane~Bittersweet to Tamerisk	165	Ln. Ft.	\$1.60	\$264.00
Windsong Circle	185	Ln. Ft.	\$1.60	\$296.00
Sunflower Court~Windsong to Dead End	685	Ln. Ft.	\$1.60	\$1,096.00
Harvest Court	200	Ln. Ft.	\$1.60	\$320.00
Wheatland Drive~Harvest to Arapahoe	720	Ln. Ft.	\$1.60	\$1,152.00
McFarland~US-77 to SVR	2625	Ln. Ft.	\$1.60	\$4,200.00
Kaw Drive	2100	Ln. Ft.	\$1.60	\$3,360.00
Arapahoe Court	1600	Ln. Ft.	\$1.60	\$2,560.00
Kiowa Court	2800	Ln. Ft.	\$1.60	\$4,480.00
Winona Circle	375	Ln. Ft.	\$1.60	\$600.00
Sioux Street	660	Ln. Ft.	\$1.60	\$1,056.00
Apache Street	420	Ln. Ft.	\$1.60	\$672.00
Commanche Court	1450	Ln. Ft.	\$1.60	\$2,320.00
Sandusky Drive	4400	Ln. Ft.	\$1.60	\$7,040.00
Southwind Drive	2700	Ln. Ft.	\$1.60	\$4,320.00
Coyote Drive	1700	Ln. Ft.	\$1.60	\$2,720.00
Silver Court	165	Ln. Ft.	\$1.60	\$264.00
Oakview Drive	2200	Ln. Ft.	\$1.60	\$3,520.00
Sumner Drive	950	Ln. Ft.	\$1.60	\$1,520.00



Backup material for agenda item:

- I. Consideration and approval of a Rejection of proposals/ bids for the Award of a Professional Engineering Services Contract for Assessment Studies. Municipal Services Director McCaffery presenting.

**City of Junction City
City Commission
Agenda Memo**

June 19, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: Recommendation on the rejection of proposal/ bids for the Professional Engineering Services Contract – Assessment Study for the Water, Southwest Wastewater and East Wastewater Treatment Plants

Objective: Consideration and request for rejection of all proposals/ bids for the professional service contract for the development and completion of separate assessment studies for the Water, Southwest and East Wastewater Treatment Plants.

Explanation of Issue: City staff provided a recommendation to the City Commission on March 6, 2012, from a competitive/ qualification selection bid process, and also on December 20, 2011, through a direct award of a contract for the development and completion of three separate assessment studies for the three treatment plant facilities. The City Commission at their January 3, 2011 meeting rescinded the contract awards. Further, at the March 6, 2012 City Commission meeting the Commission tabled the approval of the contract awards, requesting that staff provide additional information regarding the selection process and the consultants which had submitted proposals. Since this time, one of the consultants has indicated they have had a substantial change in their project management staff. Also, City staff has had the opportunity to discuss the project further with some of the consultant firms, and it is therefore recommended that staff amend the project scope of work and provide further clarification on the scope and evaluation criteria for the project and re-advertise for the overall program.

Budget Impact: Funding for this project is available within the Water and Sewer Funds

Special Considerations: At the City Commission meeting of March 6, 2012 one member from the public objected to the qualification process and the recommendation for the highest bidder. The City Commission should note this is a QBS (Qualification Based Selection) process, and while price was one rating factor, City staff was looking to retain the most qualified consultant based on a set level of evaluation rating criteria which was outlined within the RFP

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends a motion to reject the bids received for the assessment studies and allow staff to bring before the City Commission at a later date a revised recommendation for award of a Professional Engineering Service Agreement for the development and completion of separate assessment studies for the Water, Southwest and East Wastewater Treatment Plants.

Suggested Motion:

Commissioner _____ moves to reject all bids for the development and completion of separate assessment studies for the Water, Southwest and East Wastewater Treatment Plants, as presented.

Commissioner _____ seconded the motion.

Backup material for agenda item:

- m. Consideration and Approval of Award of Bid for Two One Ton Dump Trucks to Shawnee Mission Ford, Inc. Municipal Services Director McCaffery presenting.

City of Junction City
City Commission
Agenda Memo

June 19, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: Award of Bid – Two (2) One Ton Dump Trucks - Department of Public Works

Objective: Award of Bid to for Two (2) One ton Dump Trucks – Department of Public Works – Shawnee Mission Ford

Explanation of Issue: The City budgeted within the Department of Public Works (DPW) the lease purchase of two (2) New One Ton Dump Trucks in order to upgrade and supplement the fleet within the DPW. The trucks will be through a lease purchase option.

The City is adding these trucks to the overall streets and utilities sections of public works, as Veolia Water is keeping, as part of their operations, the newer one ton dump truck to be used over at the treatment plants. The remaining two existing one ton dump trucks will be retained by the City. It is the intent of the DPW staff to retro fix the two remaining trucks into one fully useable truck to be used with the street section. The newer trucks would be used to supplement street & utility maintenance and salting & plowing operations of the City, and are a core piece of these operations, particularly in salting & snow plowing operations of the City.

Further, these truck replacements were outlined within the public works assumption, and outlined when staff recently surplused several older pieces of equipment within the DPW for a net of \$33,000 through the Purple Wave auction system, indicating our intent to use the funds to offset some of the costs for these the new one ton dump truck purchases.

The City advertised within the Daily Union and directed solicited bids from several dealerships for these truck purchases. Only one bid was received from Shawnee Mission Ford, Shawnee, KS, in the amount of \$95,276 for both trucks. The City has budgeted \$110,000 for these two (2) trucks within public works street budget. Should the City Commission approved the truck award it is anticipated that these trucks after build up would be available for service fall of 2012, in time for winter operations.

Budget Impact: These two (2) trucks are budgeted within the 2012 Public Works Street Fund for a lease purchase.

Alternatives: The City Commission may approve, modify, table or deny the award of bid/ lease contract request

Special Considerations: The City staff has received no comments from the public on this item.

Recommendation: Staff recommends approval of the award of bid and approval to enter into a lease purchase contract for the two (2) one ton dump trucks in the amount not to exceed \$95,276 to Shawnee Mission Ford, Shawnee, KS.

Suggested Motion: Commissioner _____ moves to approve the award of bid and lease purchase with Shawnee Mission Ford, Shawnee, KS with an amount not to exceed \$95,276.00, as presented.

Commissioner _____ seconded the motion.

Enclosures: Bid Documents

ADVERTISEMENT

Sealed bids will be received by the City Clerk's office until 10:00 AM on the 29th day of May, 2012 for TWO (2) NEW 2013 MODEL ONE TON HEAVY DUTY DUMP TRUCKS. Bids may be mailed or delivered to the City Clerk's Office in the Municipal Building, 7th and Jefferson, Junction City, Kansas. Questions concerning this solicitation shall be directed to Greg McCaffery, P.E., Municipal Services Director, (785)-238-3103 or email greg.mccaffery@jcks.com.

Specifications may be obtained from the City Clerk's office, Municipal Building, 7th and Jefferson, Junction City, Kansas or online via the City of Junction City website www.junctioncity-ks.gov.

The City reserves the right to reject any or all bids or any portion of any bid or to waive informality in the bid.

NOTICE OF BIDDERS

Sealed bids will be received by the City of Junction City, Kansas at the office of the City Clerk until 10:00 AM on the 29th day of May, 2012.

**BID ON TWO (2) NEW 2013 MODEL
ONE TON HEAVY DUTY DUMP TRUCKS**

All bids duly received will be opened publicly and read aloud.

The successful bidder of two (2) new model one ton heavy duty dump trucks will be responsible for the delivery of the unit. The bidder agrees if their proposal is accepted, to guarantee the design, material and workmanship of the equipment according to the standard factory warranty, a copy of which must be furnished with the bid and shall furnish a properly executed service and warranty policy with the units.

All bids must be submitted on the standard PROPOSAL FORM and shall be completed in ink or typewritten. The complete set of bid documents including the specification section must be returned in the provided bid document envelope. If for some reason it is not possible to return the enclosed envelope, the bid is to be returned in an envelope which states the following:

**CITY CLERK
CITY OF JUNCTION CITY
JUNCTION CITY, KANSAS 66441**

In the lower right corner this wording is to be written:

VENDOR: _____

In the lower left corner this wording is to be written:

**SEALED PROPOSAL FOR: _____
BID OPENING DATE: _____**

Failure to do so will result in a disqualification of the bid.

Bids must be executed in the name of the bidder and signed by an authorized representative. All names must be typed or printed below the signature.

The bid shall contain an acknowledgment of receipt of all addenda, the number of which shall be filled in on the form. Return all specifications sheets with bid.

The City of Junction City, Kansas reserves the right to reject any and all bids and waive any informalities or technicalities.

City of Junction City
City Clerk

DO NOT DETACH – RETURN ALL PAPERS**PROPOSAL
FOR
TWO (2) 2013 MODEL
ONE TON HEAVY DUTY DUMP TRUCKS**

Sealed bids will be received by the City of Junction City, 7th and Jefferson Streets, Junction City, Kansas 66441 until 10:00 AM in the City Clerk's office on the 29th day of May, 2012, at which time all bids will be publicly opened and read.

NAME OF BIDDER:

Shawnee Mission Ford

ADDRESS OF BIDDER:

11501 smokyShawnee KS 66203 ZIP: _____

TELEPHONE NUMBER:

913-248-2287

Shawnee Mission Ford, Inc.
Commercial Sales Division
11501 W. Shawnee Mission Pkwy
Box 3179
Shawnee, KS 66203-0179

MASTER PROPOSAL FORM

The undersigned bidder, having examined the bid requirements, bid form specifications, other documents and all bid addenda, thereto states they fully understand the character of the required units. In addition, bidder understands that as a governmental unit, the City of Junction City is exempt from payment of all Federal and State taxes applying on the equipment bid and the prices in this proposal from do not include this amount.

The undersigned hereby proposed to furnish the specified equipment in strict accordance with the specifications attached hereto, compete and ready for operation including delivery to the City of Junction City, Kansas for the lump sum price as follows:

<u>Description</u>	<u>Quantity</u>	<u>Total Cost</u>
One ton heavy duty dump truck	2 47,638	\$ 95,276
Trade-in/Discount		\$ —
Total net bid		\$ 95,276

Ninety-five thousand Two hundred Seventy-six DOLLARS
(IN WORDS)

Company Name: Shawnee Mission Ford

Authorized Representative: Jay Cooper

Make & Model of Equipment: 2012 Ford F450 Reg Cab chassis 4x2 XL

Telephone Number: 913-248-2287

Delivery Date: 90-150 Days A.R.O.

The undersigned acknowledges receipt of the following addenda:

In submitting this bid, it is understood that the right is reserved by the City Commission to reject any or all bids, to make the award to other than the low bidder, to waive irregularities and/or informalities, and in general to make the award in any manner deemed by the City Commission its sole discretion, to be in the best interest of the City.

THE UNDERSIGNED, by execution of this bid, certifies that they are the Shawnee Mission Ford by Jay Cooper Govt Flt Sales (Title) of the firm named as bidder in the bid, that they sign on behalf of the firm and that they are authorized to execute the same on behalf of said firm.

NAME OF ADDRESS OF BIDDER:

COMPANY NAME: Shawnee Mission Ford

ADDRESS: 11501 smphY

CITY: Shawnee STATE: KS ZIP: 66203

BID SUBMITTED BY:

Jay Cooper
J Cooper Govt Flt Sales (Title)
(Signature)

Jay Cooper
(Printed)

TELEPHONE NUMBER: 913-248-2287 DATE: 5-24-12

APPROVED BY THE CITY COMMISSION: _____
(Date)

SHIPMENT:

Bids must be priced free on board the designated delivery shown in this proposal, all freight and cartage charges must be prepaid.

DELIVERY:

The delivery point for the equipment in this proposal shall be the City of Junction City, Public Works Department, 2324 North Jackson, Junction City, Kansas, during normal business hours (7:30 AM-3:00 PM, M-F).

SPECIFICATIONS:

Complete specifications and/or brochures and catalogs describing the equipment bid upon, shall be attached to the bidders proposal.

ACCEPTANCE OF EQUIPMENT:

Payment for equipment will be made after inspection of the equipment by the City as to compliance with the specifications, condition upon delivery and satisfactory operation of such equipment. The signing of a delivery slip by an employee of the City signifies receipt of the equipment and not acceptance thereof.

CATALOGS AND MANUALS:

One (1) complete parts catalog, two (2) operating manuals, one (1) service manual and one (1) wiring diagram will be required for the equipment to be furnished. If subassemblies not manufactured by the bidder are involved, manuals and catalogs for these items must be included also.

COMPLIANCE WITH STATE AND FEDERAL REGULATION:

At the time of delivery to the City of Junction City, the vehicles furnished hereunder shall comply with all state and federal health, safety, noise and emission standards applicable to this type of vehicle.

GENERAL:

The design and construction of all components not specifically mentioned herein, but which are necessary in order to furnish a complete unit, are left to the discretion of the equipment manufacturer and shall conform to be best practices followed in the design and manufacture of comparable equipment.

OPERATOR TRAINING:

A representative from the vendor and/or manufacturer shall be provided for on-the-job training in the proper operating and routine procedures.

Shawnee Mission Ford, Inc.
Commercial Sales Division
11501 W. Shawnee Mission Pkwy
Box 3179
Shawnee, KS 66203-0179

**CITY OF JUNCTION CITY
PUBLIC WORKS DEPARTMENT**

**TWO (2) 2013 MODEL
ONE TON HEAVY DUTY DUMP TRUCKS**

Sealed proposals are desired from reputable builders of heavy duty dump trucks in strict accordance with the following specifications.

LIABILITY OF BIDDER:

Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus as herein specified, and state the location of their factory where the apparatus is to be built.

WARRANTY:

The following warranty to be furnished with each bidder's proposal and written on company letterhead paper:

We warrant all utility vehicles manufactured by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to making good at our factory and part, or parts there of which shall be returned to us with transportation charges prepaid and which on examination shall disclose to our satisfaction to have been thus defective, provided that such part, or parts shall be returned to us not later than one year after delivery of such vehicle to be original purchaser. This warranty is expressly in lieu of all other obligations or liabilities on our part and we assume or authorize any other person to assume for us any other liability in connection with the sale of our apparatus.

This warranty shall not apply to any vehicle which shall have been repaired or altered outside of our factory in any way so as, in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident not t any vehicle made by us which shall have been operated at a speed exceeding the factory rated speed r loaded beyond the factory rated load capacity.

We make no warranty whatsoever in respect to tires, rims, electrical, ignition apparatus, horns or other signaling devices, staling devices, generators in as much as they are usually warranted separately by their respective manufactures.

Chassis manufacturers warranty applied to chassis.

RESPONSIBILITY FOR DESIGN:

Each bid shall be accompanied by a detailed description of the apparatus and/or equipment which has been proposed and to which the apparatus furnished under the contact must conform. It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete apparatus equipped and hereinafter specified. If

the bidder substitutes items not in accordance with these specifications, same must be specifically set forth on a separate sheet in the bid properly describing the variations.

QUALITY AND WORKMANSHIP:

The body and all equipment shall be of a modern type, carefully designed to suit requirements. All material, workmanship and finish entering into the construction of the apparatus shall conform to be purpose for which it is intended.

LIABILITY:

This bidder, if this bid is accepted, shall defend any and all suit and assume all liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under the contract.

ORDERING REQUIREMENT:

Bidder shall order a new current production model vehicle and equipment. This order is to be placed with the factory within 5 working days of notification of award of bid. At the time of order, bidder shall send a letter to the City Clerk notifying them that the order has been made. This letter must be received by the City within 10 working days from the date of notification of award of bid. If bidder fails to abide by this provision the City may award the contract to the next lowest bidder.

NOTE:

For any questions regarding the specifications or bid forms, please contact Gregory S. McCaffery, P.E., Municipal Services Director, (785)-238-3103 or email greg.mccaffery@jcks.com Monday through Friday 8:30 AM until 4:00 PM, up until 5 days before the actual bid.

SPECIFICATIONS

TWO (2) 2013 MODEL AMERICAN MADE 15,000 GVWR
ONE TON HEAVY DUTY DUMP TRUCKS

Bidder SHALL COMPLETE EVERY SPACE in Section 2 (Bidder's Proposal) column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications. Failure to do so may result in bid rejection.

These specifications outline the minimum requirements for the furnishing and delivery of TWO (2), 16,000 GVWR, one ton heavy duty dump trucks. The unit to be delivered to the City of Junction City shall be new and the manufacturer's current production model. It is to be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

SECTION 1 - SPECIFICATIONS

SECTION 2
BIDDER'S PROPOSAL

ITEM	DESCRIPTION
MODEL	One ton heavy duty dump truck Regular cab <i>F-450 4x2</i>
GVWR	Minimum 16,000 lbs. <i>16,500</i>
ENGINE	Minimum 6.6 Diesel <i>6.7L</i>
WHEEL BASE	Minimum 135" <i>141</i>
BATTERY	Minimum 600 cca, 12 volt <i>Dual 750cc + Batteries</i>
CAB	Regular <input checked="" type="checkbox"/>
ALTERNATOR	Minimum 100 amp. <i>200</i>
INSTRUMENTS	Speedometer with a Tach <input checked="" type="checkbox"/> Voltmeter or ampmeter <i>1 amp</i> Fuel level <input checked="" type="checkbox"/> Engine temperature <input checked="" type="checkbox"/> Oil pressure <input checked="" type="checkbox"/> Hourmeter <input checked="" type="checkbox"/>
BRAKES	Minimum power 4 wheel disc brakes Front & Rear antilock brakes <input checked="" type="checkbox"/>
FUEL TANK	Dual fuel tanks <i>Single Tank</i> Minimum 40 gallons total capacity <input checked="" type="checkbox"/>

SECTION 1 - SPECIFICATIONS

SECTION 2
BIDDER'S PROPOSAL

ITEM	DESCRIPTION
	<i>Shawnee Mission Ford, Inc. Commercial Sales Division 11501 W. Shawnee Mission Pkwy Box 3179 Shawnee, KS 66203-0179</i>

FLOOR MATS	Full rubber ✓
PAINT COLOR	To be chosen by the City ✓
INTERIOR	Must be color coordinated Selected by the City ✓
MIRRORS	Interior – day/night ✓ Exterior – camper type ✓
GCVWR	Minimum 19, 000 lbs. ✓
SEATS	Bucket Seat Vinyl <i>Bucket seats</i> van <i>mini console</i>
REAR AXLE	5.13 gear ratio <i>4.10</i> Dual rear wheels ✓
SHOCK ABSORBERS	Heavy duty ✓
TIRES	Steel wheels ✓ 1 ea. – full size spare tire & wheel ✓ 6 ea. – LT 225/70/R19.5 F ✓
TRANSMISSION	4 speed automatic ✓ External transmission cooler ✓ External Filter ✓
WINDSHIELD WIPERS	Intermit with Washer ✓
COOLING	Heavy duty radiator with ✓ Cold climate package <i>no</i> Engine block heater ✓ Oil cooler ✓
HEATER/DEFROST AND AIR CONDITIONING	Fresh air type ✓
LIGHTS	Halogen headlamps ✓ All others to meet Federal Standards ✓

Shawnee Mission Ford, Inc.
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SECTION 1 - SPECIFICATIONS

SECTION 2
BIDDER'S PROPOSAL

ITEM	DESCRIPTION
LICENSE PLATE HOLDER	Front and rear <u>rear</u> ✓ AEC
STEEL DUMP BED	Minimum bed dimensions: 10' X 7' x 14" ✓ 11' x 96" x 12.5" Minimum 12 ga. High tensile steel ✓ Minimum 3 cubic yard volume ✓ GPM of hydraulic pumps to match hydraulic system ✓ Overhead cab shield ✓ Side pockets for extensions ✓ 2 ea. - 8' long side braces ✓ Full depth rear apron ✓
HOIST & PUMP	Shall be underbody type hoist to meet manufacturers recommendations to operate the dump bed <u>Clutch pump</u> LIVE PTO "FORD" mounted on engine belt driven.
HYDRAULIC SYSTEM	Hydraulic system must meet manufacturer recommendations to operate dump bed, snow plow and salt spreader. The system shall consist of engine <u>driven pump</u> side mounted with sight glass reservoir and 10 micron spin on return line oil filter. LIVE PTO
HYDRAULIC CONTROL VALVES	The main control valve shall be mounted between the frame rails as close to the cab as possible. The hoist shall be able to raise a fully loaded bed. Control levers will be mounted in the cab within reach of the operator. The control for the hoist will have a neutral mechanical interlock to prevent accidental operation. ✓
SERVICE/PARTS MANUALS For truck	2 ea. - operator's manuals (CD format) Hard Copy 1 ea. - service manual (CD format) ✓ 1 ea. - parts manual (CD format) 1 ea. - wiring diagram (CD format) } included in service manual CD 1 ea. - emissions manual (CD format) } 1 ea. - Hydraulic Diagram (CD format) } FORCE AMERICA HARD COPY MANUAL
SERVICE/PARTS MANUALS For dump bed	2 EA. - operators manuals (CD format) 1 ea. - service manual (CD format) (2) 1 ea. - parts manual (CD format) HARD COPY MANUALS